

FRANCHISE DISCLOSURE DOCUMENT



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As a SELECTQUOTE LOCAL franchisee, you will sell various insurance products to customers, from a variety of insurance carriers.

The total investment necessary to begin operation of a SELECTQUOTE LOCAL franchise is \$78,500 - \$118,500. This includes \$60,000 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Daniel “AI” Boulware, General Counsel and Corporate Secretary, at 6800 West 115th Street, Suite #2511, Overland Park, Kansas 66211.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#),” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

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EXHIBITS TO FRANCHISE DISCLOSURE DOCUMENT

Exhibit A FRANCHISE AGREEMENT (WITH ALL ATTACHMENTS)

Attachments to Franchise Agreement:

- A. Territory Map and Zip Codes
- B. Guarantee, Indemnification, and Acknowledgment
- C. Franchisee Ownership Acknowledgement
- D. ACH Authorization Form
- E. Confidentiality, Non-Disclosure and Non-Competition Agreements
- E-1 Confidentiality and Non-Disclosure Agreement
- E-2 In-Term Non-Competition Agreement
- E-3 Post-Term Non-Competition Agreement
- F. Release

Exhibit B LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF
PROCESS

Exhibit C FINANCIALS

Exhibit D OPERATING MANUAL - TABLE OF CONTENTS

Exhibit E MUTUAL NON-DISCLOSURE AGREEMENT

Exhibit F STATE ADDENDA AND AMENDMENTS

Exhibit G CURRENT AND FORMER FRANCHISEES

Provision	Section in Franchise Agreement	Summary
covenants during the term of the franchise		“Competitive Business,” which is any business that is engaged in the development, marketing, franchising, or distribution of products and/or services (whether patented or otherwise) which involve or relate to our business or other products and/or technology developed by us during the term your Franchise Agreement.; see Section 19.2 - 19.6, subject to applicable state law .
r. Non-competition covenants after the franchise is terminated or expires	Section 19.2-19.6	Includes a two-year prohibition similar to “q” (above), within Territory of the Authorized Location, subject to applicable state law .
s. Modification of the agreement	Section 25	No modifications generally, but the Operating Manual is subject to change.
t. Integration/merger clause	Section 25	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 27.2 and 27.3	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). Any claims not resolved by mediation are to be arbitrated through JAMS by a single arbitrator. The Franchise Agreement contains provisions that may affect your legal rights, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Section 27 of the Franchise Agreement. Please also see the various state disclosure addenda and agreement amendments attached to this Disclosure Document, which contain additional terms that may be required under applicable state law.

MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

Minnesota Stat. Sec. 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee can be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent of the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding use of the name. Minnesota considers it unfair not to protect the franchisee's right to use the trademarks. Refer to Minnesota Stat. Sec. 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.