

Coffee DNA

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Preamble

The following terms and conditions apply to all applicants seeking to obtain a franchise under the DNA Coffee brand.

Submission of an application does not constitute approval. All franchises are granted solely at the discretion of DNA Coffee Management.

1. Franchise Applicant Requirements

- Prior experience in café, restaurant, or food & beverage management is strongly preferred.
- The applicant must demonstrate sufficient financial capacity to cover:
 - Franchise fees
 - Store fit-out and equipment
 - Operational expenses for a minimum of six (6) months without reliance on profits.
- Full compliance with DNA Coffee operational standards is mandatory.

2. Location Requirements

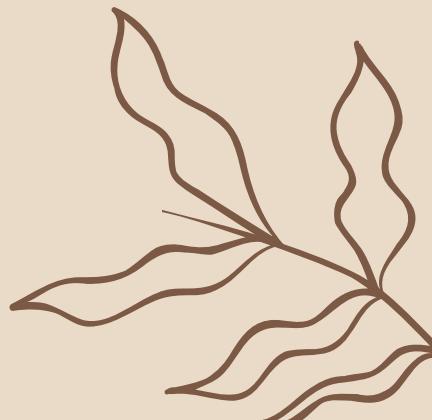
- The proposed location must be situated in a high-traffic commercial area or approved shopping mall.
- Preferred store size: 150 square meters
- No location shall be approved without prior written authorization from DNA Coffee Management.

3. Brand Identity & Store Design

- Franchisees must strictly adhere to DNA Coffee's approved:
 - Interior design
 - Exterior signage
 - Brand colors, logos, and visual identity
- No modifications or alterations are permitted without written approval.

4. Equipment & Raw Materials

- Only approved equipment and suppliers may be used.
- Franchisees must source coffee beans, ingredients, cups, and packaging exclusively from approved vendors.
- Any change to recipes, ingredients, or preparation methods is strictly prohibited.



5. Training

- Mandatory training is required for:
 - Franchise owner
 - Store manager
 - Operational staff
- Training shall take place prior to opening and may continue post-opening as required.
- Franchisees are responsible for ensuring all staff meet DNA Coffee training standards.

6. Operations & Quality Control

- Franchisees must comply with all operational manuals and quality standards.
- DNA Coffee reserves the right to conduct inspections at any time.
- Repeated violations may result in:
 - Written warnings
 - Financial penalties
 - Suspension or termination of the franchise agreement

7. Marketing & Advertising

- Franchisees must participate in brand-wide marketing campaigns.
- Local advertising initiatives require prior approval.
- Unauthorized or misleading use of the DNA Coffee brand is prohibited.

8. Fees & Financial Obligations

- Franchise Fee: 30,000 USD (one-time, non-refundable)
- Royalty Fee: 5% of gross monthly sales (Gross Sales)
- All fees are non-refundable.

9. Franchise Agreement Term

- Initial franchise term: Five (5) years, unless otherwise stated.
- Renewal is subject to compliance and updated terms.
- Franchise rights may not be transferred or sold without written approval.

10. Confidentiality & Non-Competition

- Franchisees must maintain strict confidentiality regarding:
 - Recipes
 - Operational systems
 - Business strategies
- Franchisees shall not operate or participate in a competing business during the term of the agreement and for two to three (2-3) years following termination.



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11. Additional Locations & Expansion

- Approval of additional franchise locations is not guaranteed.
- Expansion is contingent upon:
 - Performance of existing locations
 - Compliance with all standards
- DNA Coffee reserves full discretion regarding expansion approvals.

12. Territorial Exclusivity

- Territorial exclusivity, if granted, is conditional.
- Failure to meet performance benchmarks may result in revocation of exclusivity.

13. Reporting & Systems

- Franchisees must use DNA Coffee–approved POS and reporting systems.
- Regular submission of sales, inventory, and financial reports is mandatory.
- DNA Coffee reserves the right to audit business records.

14. Staffing Requirements

- All employees must meet DNA Coffee hiring and training standards.
- Franchisees are fully responsible for employee conduct and performance.

15. Pricing & Product Menu

- The product menu is standardized across all locations.
- Pricing policies shall be coordinated with DNA Coffee Management.
- Unauthorized product additions or removals are not permitted.

16. Licensing, Insurance & Compliance

- Franchisees must maintain strict confidentiality regarding:
- Adequate insurance coverage for the premises, staff, and equipment is mandatory.

17. Force Majeure

- DNA Coffee shall not be held liable for delays or failures caused by events beyond reasonable control,
- including but not limited to government actions, natural disasters, or economic crises.

18. Termination

- DNA Coffee reserves the right to terminate the franchise agreement in cases of:
 - Breach of terms
 - Damage to brand reputation
 - Repeated operational or financial non-compliance

19. Dispute Resolution

- Disputes shall first be addressed amicably.
- Failing resolution, disputes shall be governed by the laws specified in the franchise agreement.
- The official language of the agreement shall be determined at signing.

20. General Provisions

- These terms may be updated at any time by DNA Coffee Management.
- Acceptance of these terms constitutes full acknowledgment and agreement.

Final Acknowledgment

By applying for a DNA Coffee franchise, the applicant confirms that they have read, understood, and agreed to all terms and conditions outlined in this document.