

FRANCHISE DISCLOSURE DOCUMENT

CAFFEBENE INC.
a New York Corporation
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Ridgefield, NJ
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www.caffebeneusa.com



caffé **bene**

The franchisor is Caffebene Inc. ("Caffebene", "Franchisor", "we", or "us"). We offer franchise agreements for Caffebene Stores. Caffebene Stores utilize a proprietary, distinctive interior and exterior store designs and layouts, operate with a uniform business format, and provide for the sale of products ("Products") that include coffee, gelato, waffles, gourmet sandwiches, and a variety of other products within a distinctive customer service oriented environment.

The total investment necessary to begin operation of a Caffebene Store franchised business is \$281,500 to \$600,000. (See Item 7). If you sign a Multi-Unit Addendum for multi-unit development, you must pay us \$35,000 times the number of units. (See Items 1, 5 and 7).

This disclosure document ("Disclosure Document" or "FDD") summarizes certain provisions of your franchise agreement and other information in plain English. Read this FDD and all accompanying agreements carefully. You acknowledge and represent that you have had an opportunity to review this Disclosure Document and proposed form of Franchise Agreement accompanying this Disclosure Document, and to obtain independent legal counsel of your own choice to review such Document and Agreement, which counsel has, to the extent necessary, explained such documents to you to your satisfaction, and that the terms thereof are fully understood and voluntarily accepted by you. You must receive this FD at least 14 calendar-days before you sign a binding agreement with, or make any payment to, Franchisor or an affiliate in connection with the proposed franchise sale.

No governmental agency has verified the information contained in this document.

You may wish to receive your FDD in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mr. Yoon Yong Lee, 1021 Hudson Avenue, Ridgefield, NJ 07657 or at us.info@caffebene.co.kr or 201-917-3514.

The terms of your Franchise Agreement will govern your franchise relationship. Don't rely on this FDD alone to understand your Franchise Agreement. Read all of your Franchise Agreement carefully. Show your Franchise Agreement and this FDD to an advisor, like a lawyer or an accountant. Buying a franchise is a complex investment. The information in this FDD 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 FDD, 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. The issuance date of this Disclosure Document is April 29, 2016.

STATE COVER PAGE

Your State may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about Franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following SPECIAL RISK FACTORS before you buy this franchise:

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN NEW YORK. OUT-OF-STATE ARBITRATION /LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.

THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The effective dates of this Disclosure Document in the states with franchise registration laws in which we have sought registration or exemption appear on the following page.

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