

FRANCHISE DISCLOSURE DOCUMENT

JAYNA INTERNATIONAL, INC
A California Corporation

DBA

Jayna International



Jayna International[™]

3004 S Hobart Blvd
Los Angeles, CA 90018

323-823-2425
www.JaynaInternational.com

You will operate a Main Sushi Bar and/or Delivery Sushi Bar at the locations identified in the Exhibit A and B attached to the Agreement the “Franchise Exhibits” using the Jayna International System Jayna International will grant You a franchise to use Our system to offer pre-packaged sushi, salads and other international foods from one or more Jayna International, Sushi Bar at grocery store, supermarket, movie theater, school, hotel, retail center or other location that someone else owns

The Initial Franchise Fee is Ten Thousand Dollars \$10,000 00 The first 20 Franchisees are given a 65% discount for the Initial Franchise Fee Discounts maybe offered to additional Franchisees at Our sole discretion The estimated required initial investment ranges from **\$17,845 00 to \$74,950 00**

This disclosure document summarizes certain provisions of Your franchise agreement and other information in plain English Read this document and all accompanying agreements carefully You must receive this disclosure document at least 14 calendar days before You can 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 government 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 the Franchise Administration Department at 3004 S Hobart Blvd Los Angeles, CA 90018

The terms of Your contract will govern Your franchise relationship. Don't rely on the disclosure document alone to understand Your contract. Read your entire contract carefully. Show Your contract and this disclosure document to an advisor, like a 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, DC 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.

ISSUING DATE _____

STATE COVER PAGE

Your state may have franchise laws that require 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 "F" for information about the 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 OUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before You buy this franchise.

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND CONDUCT THE ARBITRATION IN CALIFORNIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

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

2. JAYNA INTERNATIONAL SUSHI BARS WILL BE LOCATED IN GROCERY STORES, SUPERMARKETS, SCHOOLS, MOVIE THEATERS AND OTHER LOCATIONS ("STORES").

OWNED AND OPERATED BY THIRD-PARTY OPERATORS WHO HAVE ENTERED INTO AGREEMENTS WITH JAYNA INTERNATIONAL TO PROVIDE THE SUSHI PRODUCTS FOR SALE AT THE STORES YOU WILL HAVE NO CONTROL OVER THE STORES' OPERATING HOURS, OPERATIONS, CUSTOMER TRAFFIC, ADVERTISING OR OTHER ASPECTS OF THE STORES' OPERATIONS, HOWEVER THESE FACTORS CAN IMPACT THE FRANCHISED BUSINESS

- 3 IF YOU DO NOT COMPLETE TRAINING TO OUR SATISFACTION, OR IF YOU DO NOT PASS ANY REQUIRED CRIMINAL BACKGROUND CHECK, AND/OR DRUG OR OTHER CHEMICAL AND DISEASE TESTING WE MAY CANCEL THE FRANCHISE AGREEMENT AT OUR SOLE DISCRETION THERE IS NO REFUND IF YOUR FRANCHISE AGREEMENT IS CANCELED FOR THESE REASONS
- 4 THE POSSIBLE SUCCESS OF YOUR JAYNA INTERNATIONAL SUSHI BAR(S) MAY BE DEPENDENT UPON THE LOCATION OR AREA YOU CHOOSE AS WELL AS OTHER FACTORS THESE FACTORS, ALONG WITH YOUR OWN BUSINESS ABILITY IN OPERATING YOUR JAYNA INTERNATIONAL SUSHI BAR(S) AND YOUR FINANCAL AND OTHER RECOURSES ARE COMPONENTS THAT MOST LIKELY TO DETERMINE YOUR POTENTIAL SUCCESS
- 5 THE OWNERS OF THE STORES MAY TERMINATE THEIR AGREEMENT WITH JAYNA INTERNATIONAL AT ANY TIME, AND GENERALLY ON ONLY 30 TO 60 DAYS NOTICE TERMINATION OF THAT AGREEMENT MAY RESULT IN THE EXPIRATION OF THE TERM OF YOUR FRANCHISE AGREEMENT
- 6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

NOTE THE AGREEMENT PROVISIONS REFERRED TO IN THE RISK FACTORS MAY BE VOID UNDER SOME STATE FRANCHISE LAWS AND SOME STATE FRANCHISE LAWS MAY REQUIRE DISCLOSURE OF ADDITIONAL RISK FACTORS SEE EXHIBIT "G"

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling Our franchise A franchise broker or referral source represents us not You We pay this person a fee for selling Our franchise or referring You to Us You should be sure to do Your own investigation of the franchise

EFFECTIVE DATE _____

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