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12 APR 20 P3:17 **FRANCHISE DISCLOSURE DOCUMENT**  
**FOR PROSPECTIVE FRANCHISEES**  
**TEXDIS USA, INC.**  
**A Delaware Corporation**  
**405 Lexington Avenue, 26th Floor**  
**New York, NY 10174**  
**(732) 225-5824**  
**[www.mango.com](http://www.mango.com)**

The franchisee will establish and operate one or more Mango® retail stores (“Mango Stores”), Mango Outlet Stores (“Mango Outlet Stores”) or Mango Touch® retail stores (“Touch Stores”) offering Mango, MNG, and MNG by Mango brand women’s clothing, fashion accessories and related services. Additionally, some Mango stores offer HE HOMINI EMERITO BY MANGO™ brand menswear.

The total investment necessary to begin operation of a Mango Store franchise (approximately 5,000 sq. ft.) is \$1,035,400 to \$1,356,500. This includes \$563,700 to \$795,000 that you must pay us or our affiliates.

The total investment necessary to begin operation of a Mango Outlet Store franchise (approximately 3,300 - 4,000 sq. ft.) is 750,400 to \$1,019,500. This includes \$260,900 to \$444,500 that you must pay us or our affiliates.

The total investment necessary to begin operation of a Touch Store franchise (approximately 500 - 750 sq. ft.) is \$438,910 to \$710,110 . This includes \$116,910 to \$185,110 that you must pay us or our 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 government agency has verified the information contained in this document.**

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, like a lawyer or an 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](http://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 March 31, 2012.

## 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 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 YOUR 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:

THE FRANCHISE AGREEMENT REQUIRES ALL LAWSUITS TO BE INITIATED IN NEW YORK COURTS. FOR FRANCHISEES OUT OF STATE, SUING IN NEW YORK MAY RESULT IN ADDITIONAL COSTS. ALSO, OUT OF STATE LITIGATION MAY RESULT IN A LESS FAVORABLE SETTLEMENT. STATE LAW IN YOUR STATE MAY OVERRIDE THE REQUIREMENT TO SUE IN NEW YORK.

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.

The principal Mango trademarks, service mark, and logo ("Marks") are owned by our affiliate, Consolidated Artists, B.V., a Netherlands company. Our ultimate parent company, Punto Fa, S.L., a company incorporated in Spain, licenses the exclusive rights to the Marks from Consolidated Artists on a perpetual basis. We have been granted the exclusive license by Punto Fa to use and license others to use the Marks in the United States.

**THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

**Effective Date: See the next page for state effective dates.**

### STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	_____ 2012
New York	_____ 2012

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