



New Remedies
A CBD STORE & MORE



2021 Franchise Application



A Delaware limited liability company

2450 Scott Blvd., Suite 312. Santa Clara, CA 95050

408.417.1836

info@daileecbd.com

Welcome to the New Remedies Movement!

Dailee Holdings is pleased to consider your Application for a New Remedies Franchise Agreement. This packet is the first step in our franchise process. Dailee Holdings reserves the right to approve or deny this Application. You have not yet been granted an agreement to develop and operate an New Remedies Store and there is no binding obligation on either party unless and until both Dailee Holdings and you have signed a Franchise Agreement. The information requested in this packet is for informational purposes only. Each person that is interested in investing in the franchise must complete a separate Application.

Please read these instructions carefully and answer all items completely and accurately. If an item does not apply, please mark not applicable (N/A).

Included in this packet are the following items:

- Application
- Background Check Release Form
- Confidentiality Agreement
- Financial Documentation

Please complete all forms and return an electronic copy to info@daileecbd.com



APPLICATION INFORMATION

PERSONAL INFORMATION		
Name:		
Date of Birth:	SSN:	Driver's License No/State:
Current address:		How Long There:
City:	State:	ZIP Code:
Home Phone:	Business Phone:	Fax:
Previous Address:		
City, State, Zip Code:		How Long There:
Marital Status: (X or circle one) Married Unmarried Separated Divorced		Spouse's name:
BUSINESS BACKGROUND INFORMATION		
<u>LIST ALL POSITIONS YOU HAVE HELD FOR THE PAST TEN YEARS – OR ATTACH RESUME</u>		
<i>Company:</i>		
Address:		Employed from/to:
City:	State:	Zip Code:
Position Held:	Salary:	Annual income:
Type of Business:		
<i>Company:</i>		
Address:		Employed from/to:
City	State	Zip Code
Position Held:	Salary:	Annual Income:
Type of Business:		
<i>Company:</i>		
Address:		Employed from/to:
City	State	Zip Code
Position Held:	Salary:	Annual income:
Type of Business		
AFFILIATES		
Do you or your spouse have any ownership interest in or control another company? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, please identify below:		
<i>Affiliate Name:</i>		Nature of Business:
Your Title:	Ownership:	Tax ID:
Address:	City	State and Zip Code
<i>Affiliate Name:</i>		Nature of Business:
Your Title:	Ownership:	Tax ID:
Address:	City	State and Zip Code
<i>Affiliate Name:</i>		Nature of Business:
Your Title:	Ownership:	Tax ID:
Address:	City	State and Zip Code
<i>Affiliate Name:</i>		Nature of Business:
Your Title:	Ownership:	Tax ID:
Address:	City	State and Zip Code



<u>PARTNER INFORMATION</u>		
Is this application being submitted with a partner? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, please identify below. Please Note: All Partners Must Submit A Separate Application. 100% ownership must be identified.		
<i>Partner Name:</i>		Driver's License No/State:
Date of birth:	SSN:	Phone:
Current address:		% Ownership:
City:	State:	ZIP Code:
<i>Partner Name:</i>		Driver's License No/State:
Date of birth:	SSN:	Phone:
Current address:		% Ownership:
City:	State:	ZIP Code:
<i>Partner Name:</i>		Driver's License No/State:
Date of birth:	SSN:	Phone:
Current address:		% Ownership:
City:	State:	ZIP Code:
<u>FRANCHISING HISTORY</u>		
Are you currently a franchisee of another concept? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, please list the concepts below. Provide information on separate page if additional space is needed:		
<i>Company:</i>		
Franchised Location(s):		
Type of Business:		
<i>Company:</i>		
Franchised Location(s):		
Type of Business:		
Have you ever been a franchisee of another concept? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, please list concepts and periods of involvement below. Provide information on separate page if additional space is needed:		
<i>Company:</i>		
Periods of Involvement:	Reason for leaving system:	
Franchised Location(s):		
Type of Business:		
<i>Company:</i>		
Periods of Involvement:	Reason for leaving system:	
Franchised Location(s):		
Type of Business:		



APPLICATION INFORMATION

EDUCATION			
School	State	Degree	
MEMBERSHIPS (CIVIC, BUSINESS, PROFESSIONAL)			
TIMELINE & MARKET INTEREST			
Would you expect to devote your full time to this business? If not, what % of time?			
When would you be able to start this venture?			
Markets in which you are interested:			
BUSINESS REFERENCES			
Name	Address	Phone Number	
BANK REFERENCES			
Personal Bank Information			
Bank Name	Address	Account no.	Phone Number
Bank Contact Name			
Business Bank Information			
Bank Name	Address	Account no.	Phone number
Bank Contact Name			
CREDIT REFERENCES			
Bank Name	Address	Account no.	Phone number



APPLICATION INFORMATION

PERSONAL DISCLOSURE	
For each question below, "you" means you, your affiliates or any corporation in which you have been a principal, officer, director or trustee, any partnership in which you have been a partner, or any other business entity in which you have held a management position or ownership interest equal to 5% or more.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have or can you obtain the necessary funds to invest in this business? How will you finance this business? <i>Please explain.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you a U.S. citizen? <i>If no, please provide copies of your Alien Registration Card (front & back).</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever been arrested, charged, convicted or pleaded nolo contendere for any criminal offense (misdemeanor or felony) other than a minor motor vehicle violation? <i>If yes, please provide details.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you been involved in any lawsuits or potential litigation? <i>If yes, please provide details.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever been a defendant in civil litigation alleging fraud, misrepresentation, unfair trade practices, RICO, deceit or similar claims. <i>If yes, please provide the nature of the allegation and its disposition.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever filed, or had filed against involuntarily, for personal or business bankruptcy protection, insolvency proceedings or compromise with creditors? <i>If yes, please provide details.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever applied for and been denied a franchise? <i>If yes, please provide details.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever had a franchise terminated or non-renewed? <i>If yes, please provide details.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever been known under any other name(s)? <i>If yes, please provide details.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you doing business under any assumed or fictitious names? <i>If yes, please provide details.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever failed in business? <i>If yes, please provide details.</i>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have any arrangements or commitments, contractual or otherwise, that may interfere with you becoming a franchisee of Dailee Holdings? <i>If yes, give complete details:</i>



PERSONAL FINANCIAL STATEMENT

<i>Assets</i>		<i>Liabilities & Net Worth</i>	
Cash on Hand and in Banks	\$	Notes Payable to Banks – Unsecured	\$
U.S. Government Securities	\$	Notes Payable to Banks – Secured	\$
Listed Securities	\$	Notes Payable to Others	\$
Unlisted Securities	\$	Loans Against Life Insurance	\$
Accounts and Notes Receivable	\$	Accounts Payable	\$
Real Estate Mortgages Receivable	\$	Federal and State Taxes on Current Income	\$
Real Estate	\$	Taxes and Assessments Payable	\$
Home Furnishings	\$	Mortgage Payable on Real Estate	\$
Automobiles	\$	Liens on Real Estate	\$
Life Insurance Cash Surrender Value	\$	Margin Accounts	\$
Other Assets, Property or Investments (itemize)		Credit Cards Outstanding Balance	\$
	\$	Car Loan Outstanding Balance	\$
	\$	Other Indebtedness (itemize)	
	\$		\$
	\$		\$
	\$		\$
	\$	Total Liabilities	\$
	\$	Total Net Worth	\$
Total Assets	\$	Total Liabilities & Net Worth	\$

<i>Annual Source of Income</i>		<i>Contingent Liabilities</i>	
Salary and/or Fees	\$	Guarantor Obligations	\$
Bonus and Commissions	\$	Legal Claims	\$
Dividends and Interest	\$	Endorser or Co-Maker Obligations	\$
Real Estate Income	\$	Leases or Special Debt	\$
Business, Profession or Royalty Income	\$	Provision for Federal or Other Tax	\$
Other Income (itemize)		Other Liabilities – Alimony, Child Support,	
	\$	Maintenance, etc. (itemize)	
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total	\$	Total	\$

[SIGNATURE PAGE FOLLOWS]



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Please sign and date this form. By signing this form, you warrant, represent and certify that the foregoing statements are true, complete, and accurate as of the date, and declare that you will immediately notify Dailee Holdings of any change in the foregoing information. You understand that the foregoing representations will be relied upon by Dailee Holdings in determining whether or not it will grant a franchise. You further understand that the granting of a New Remedies franchise is at the sole discretion of Dailee Holdings and that acceptance of this Application is not a granting of a franchise. Franchises are granted only by execution of a written Franchise Agreement.

Signature of applicant:

Date:

Please read the following statement and, if in agreement, sign and date below.

I certify that I am not a suspected terrorist as defined in Executive Order 13224.

Signature of applicant:

Date:



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Franchise Background Check Release Form

Under the provisions of the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq., the Americans with Disabilities Act and all applicable federal, state, and local laws, I hereby authorize and permit Dailee Holdings, LLC to obtain a credit check and any background check as it pertains to the information provided in the Franchise Application. I authorize all persons, schools, firms, entities, credit bureaus and law enforcement agencies to release such information without restriction or qualification to investigatory parties selected by Dailee Holdings, LLC, any of its officers, agents and employees.

I agree that a copy of this authorization has the same effect as an original.

I voluntarily waive all recourse and hereby release and hold harmless any person, firm or entity that discloses matters in accordance with this authorization, as well as Dailee Holdings, LLC from liability that might otherwise result from the request for use of and/or disclosure of any or all of the foregoing information.

I understand and acknowledge that under provision of the Fair Credit Reporting Act I may request a copy of any consumer report from the consumer reporting agency that compiled the report, after I have provided proper identification.

I hereby authorize Dailee Holdings, LLC to obtain and prepare this information as part of its investigation of my credentials. This authorization shall remain in effect over the course of my franchise relationship with Dailee Holdings, LLC.

I request to receive a free copy of my credit and background check ordered on me by checking this box. If this block is marked, I will be provided a copy of report. NOTE: Candidates will be electronically mailed a copy of the report within 10 business days of the request.

Full Name: (Please print)

Signature

Date



CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of _____ (“Effective Date”)
by: _____ (“Potential Franchisee”) in favor of and for the benefit of
Dailee Holdings, LLC (“Franchisor”).

RECITALS

Potential Franchisee has expressed interest in purchasing a franchise from Franchisor to develop one or more New Remedies Store(s) (“Franchise”). In order to evaluate the possibility of purchasing a Franchise from Franchisor, Potential Franchisee desires to receive from Franchisor certain confidential business information. Potential Franchisee recognizes the importance of maintaining the confidentiality of this information.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Prospective Franchisee agrees as follows:

1. Confidential Information

A. Definition of Confidential Information. As used in this Agreement, the term “Confidential Information” means all information about Franchisor or its affairs that Franchisor or its representatives furnish to Potential Franchisee. Confidential Information includes, but is not limited to, Franchisor’s confidential and proprietary Operations Manual, or any portion of its contents, trade-secrets, know-how, methodologies, processes, formulas, specifications, New Remedies System information, operating procedures and standards, technical information, statistics, software, hardware, materials, plans, designs, schematics, reports, studies, notes, analyses, summaries, business, market and development plans and programs, financial information and projections, information regarding the retail and commercial operations of Franchisor and its affiliates, and all information that: (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (3) is designated by Franchisor as confidential or proprietary. Confidential Information may be in written form or obtained orally. As used in this Agreement, the term “representatives” of a party shall include the directors, officers, employees, shareholders or other securities holders, partners, members, trustees, agents, lenders, advisors, subsidiaries and other foreign and domestic affiliates and/or related entities of a party.

B. Treatment of Confidential Information. Potential Franchisee acknowledges, understands and agrees that the Confidential Information: (1) is the exclusive and confidential property of Franchisor or its affiliates and incorporates trade secrets and copyrights owned by them; (2) gives Franchisor and its affiliates some competitive business advantage or the opportunity of obtaining such an advantage, the disclosure of which could be detrimental to the interests of Franchisor and its affiliates; and (3) is not generally known by non-Franchisor personnel. Potential Franchisee shall at all times treat the Confidential Information in accordance with this Agreement.

C. No Warranty. Although Potential Franchisee understands that Franchisor has endeavored to include in the Confidential Information material known to it which it believes to be relevant for Potential Franchisee's purposes, Potential Franchisee further understands that Franchisor does not make any representation or warranty as to the accuracy or completeness of the Confidential Information. Potential Franchisee further acknowledges that Franchisor has not and will not make representations or warranties as to the potential sales at a New Remedies Store, and no information supplied by Franchisor shall be construed as a prediction of future sales. Potential Franchisee agrees that neither Franchisor nor its representatives shall have any liability to Potential Franchisee, Potential Franchisee's representatives or any other person resulting from the use of the Confidential Information.

D. No License. This Agreement entitles Potential Franchisee to use the Confidential Information solely in connection with Potential Franchisee's exploration of the opportunity to purchase a Franchise. No license, express or implied, in the Confidential Information is granted to Potential Franchisee other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Except for the obligations of Potential Franchisee set forth in this Agreement, neither Potential Franchisee nor Franchisor shall be under any obligation to enter into any additional agreements and/or contractual obligations with the other of any nature whatsoever as a result of this Agreement, including, without limitation, with respect to the possible sale of a Franchise.

2. Covenants of Potential Franchisee.

As a consequence of Potential Franchisee's acquisition or anticipated acquisition of Confidential Information, Potential Franchisee will occupy a position of trust and confidence with respect to Franchisor's affairs and business. In view of the foregoing, Potential Franchisee agrees that it is reasonable and necessary that Potential Franchisee agree, while this Agreement is in effect, to the following:

A. No Disclosure. Potential Franchisee shall use the Confidential Information solely for purposes of evaluating whether or not Potential Franchisee will purchase a Franchise. Potential Franchisee shall not disclose the Confidential Information to any person or entity other than Potential Franchisee's attorney, accountant or other representatives as necessary to evaluate the opportunity provided by Franchisor and agree to protect the Confidential Information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Potential Franchisee uses to protect Potential Franchisee's confidential information. Potential Franchisee represents that it has its own procedures in place to assure that its representatives are aware of their obligations to retain in confidence any Confidential Information they receive. Without in any way limiting the generality of Potential Franchisee's obligations under this Agreement, Potential Franchisee acknowledges and agrees that in no event will Potential Franchisee disclose any of the Confidential Information to any of Franchisor's competitors.

B. No Use, Copying or Transfer. Potential Franchisee shall not use, copy or transfer Confidential Information in any way and shall protect the Confidential Information against unauthorized use, copying or transfer using the same degree of care, but no less than a reasonable degree of care, as Potential Franchisee uses to protect Potential Franchisee's confidential information. Potential Franchisee further agrees not to remove, overprint, or deface any notice of copyright, trademark, logo, or other notices of ownership from any Confidential Information.

C. Applicability. These covenants shall apply to all Confidential Information disclosed to Potential Franchisee by Franchisor prior to the date of this Agreement.



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D. Return and/or Destruction of Confidential Information. If, at any time, Franchisor determines that it does not wish for Potential Franchisee to purchase a Franchise or Potential Franchisee determines that it does not wish to purchase a Franchise, or if Franchisor requests, at any time and for any reason, that Potential Franchisee do so, Potential Franchisee agrees to: (1) immediately cease to use the Confidential Information; (2) immediately return, or destroy the Confidential Information and all copies thereof (whether or not such copies were authorized) and cause any third party to whom disclosure was made to do the same; and (3) at the request of Franchisor, certify in writing that Potential Franchisee and all others to whom Potential Franchisee has provided such Confidential Information, have complied with subsections (1) and (2) above.

E. Injunctive Relief. Potential Franchisee understands that any violation of this Agreement will cause Franchisor immediate and irreparable harm which money damages cannot adequately remedy. Therefore, upon any actual or impending violation of this Agreement, Potential Franchisee hereby consents to issuance by the federal or state court having jurisdiction where Franchisor's principal offices are located or, at Franchisor's election, any other court that may, assume jurisdiction, of any restraining order, preliminary and/or permanent injunction, without bond, restraining or enjoining such violation by Potential Franchisee or any entity or person acting in concert with Potential Franchisee. Potential Franchisee understands that such orders are additional to and do not limit the availability of any other remedy.

3. Waiver.

Potential Franchisee acknowledges that no waiver by Franchisor of any breach by Potential Franchisee of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

4. Miscellaneous.

A. Governing Law. This Agreement and any claim or controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles.

B. Severability. If a court of competent jurisdiction deems any provision of this Agreement invalid, unreasonable or unenforceable, then the remaining provisions will not be affected, and the invalid provision may be enforced to the extent deemed reasonable by the court.

C. Headings. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions of this Agreement.

D. Counterparts. This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, the undersigned Potential Franchisee has signed and delivered this Agreement
as of _____.

POTENTIAL FRANCHISEE:

Full Name: (Please print)

Signature

Date