

Intellectual Property Protection



1. Trademark & Brand Usage

As a Momo Hut franchisee, you are entrusted with the privilege of using Momo Hut's trademarks, logos, branding, & other intellectual property (IP) assets. These elements are critical for maintaining consistency, customer recognition, & the overall integrity of the Momo Hut brand.

Guidelines for Trademark & Brand Usage

1.1 Consistent Representation: All marketing materials, signage, packaging, & promotional items must display the approved Momo Hut trademarks & branding exactly as provided by the franchisor. This ensures a uniform customer experience & reinforces brand identity.

1.2 Approval for Modifications: Any changes to Momo Hut's logos, trademarks, or branding must receive prior written approval from the franchisor. This helps protect the brand's integrity & ensures proper usage of brand elements.

1.3 Prohibition of Unauthorized Use: Unauthorized use or modification of Momo Hut’s trademarks & branding is strictly prohibited. This includes altering logos, using outdated versions of branding materials, or using the brand in ways inconsistent with official guidelines.

1.4 Digital Branding Compliance: All online representations of the Momo Hut brand, including websites, social media, & digital ads, must adhere to the digital branding guidelines provided by the franchisor. This ensures that the brand's digital presence is consistent with its offline identity.

2. Exclusive Product Sales

Your role as a Momo Hut franchisee includes exclusively offering & selling products & services that have been approved & supplied by Momo Hut under the Momo Hut brand. This exclusivity is essential for maintaining quality standards & delivering a consistent customer experience.

Exclusive Product Sales Guidelines:

2.1 Approved Products Only: You are authorized to sell only those products, including food items, beverages, & merchandise, that have been expressly approved by Momo Hut. These products are sourced from Momo Hut’s approved suppliers as outlined in the Supply Chain Management section.

2.2 Strict Compliance: Your franchise must strictly adhere to the Momo Hut menu & product offerings. Any deviations, additions, or substitutions require prior approval from the franchisor to ensure consistency across all franchise locations.

2.3 Merchandising Requirements: Merchandise bearing the Momo Hut logo or branding, such as uniforms, packaging, or promotional materials, must be sourced through approved channels provided by Momo Hut. Unauthorized use of the brand for merchandise or promotional purposes is not permitted.

2.4 Prohibition of Unauthorized Products: Selling or promoting products not approved by Momo Hut under the franchise brand is strictly forbidden. This includes offering locally sourced items or products from other vendors under the Momo Hut name.

3. Confidentiality & Trade Secrets

As a franchisee, you have access to confidential information & trade secrets vital to the success of the Momo Hut brand. Protecting this information is critical for maintaining a competitive edge & safeguarding the brand's unique offerings.

Confidentiality Obligations:

3.1 Non-Disclosure Commitment: You must maintain strict confidentiality regarding Momo Hut's proprietary recipes, operational processes, supplier agreements, & any other confidential information designated by the franchisor.

3.2 Employee Training: It is your responsibility to ensure that all employees understand the importance of confidentiality & are trained on the proper handling of sensitive information.

3.3 Security Measures: Implement robust physical & digital security measures to safeguard confidential information. This includes secure storage of recipes, restricted access to proprietary systems, & adherence to data protection protocols.

3.4 Post-Termination Confidentiality: Upon termination of the franchise agreement, the franchisee must continue to uphold the confidentiality of Momo Hut's proprietary information & trade secrets, as outlined in the franchise agreement.

4. Reporting IP Infringements

As a Momo Hut franchisee, you are responsible for actively monitoring & reporting any instances of intellectual property infringement that could compromise the integrity of the Momo Hut brand.

Reporting Guidelines:

4.1 Prompt Notification: Immediately inform Momo Hut's corporate office upon becoming aware of any suspected or actual instances of IP infringement. Early reporting helps prevent damage to the brand & allows for swift legal action.

4.2 Detailed Documentation: Provide comprehensive documentation, including photographs, descriptions, & any other relevant evidence, to support your report of IP infringement. Detailed records are crucial for pursuing legal action.

4.3 Collaborative Approach: Collaborate fully with Momo Hut's legal team in investigating reported infringements & taking appropriate action to protect the brand. Your cooperation is essential for ensuring effective enforcement of IP rights.

5. Consequences of IP Violations

Failure to comply with Momo Hut's intellectual property protection policies may result in severe consequences that could impact your franchise agreement and the reputation of the brand.

5.1 Contract Termination: Breaches of IP protection policies may lead to the termination of your franchise agreement, necessitating the closure of your franchise location. This action is taken to protect the overall integrity of the brand.

5.2 Legal Recourse: Momo Hut reserves the right to pursue legal action against individuals or entities found to be infringing upon its intellectual property rights, seeking damages and other remedies as appropriate. This includes litigation, settlement negotiations, and enforcement actions.

5.3 Financial Penalties: In addition to contract termination, franchisees who violate IP protection policies may be subject to financial penalties. These penalties are designed to compensate the franchisor for damages and deter future violations.

5.4 Loss of Franchisee Benefits: Franchisees found in violation of IP policies may lose access to certain franchisor-provided benefits, such as marketing support, training programs, or preferred supplier pricing.

6. Technology and Digital IP Protection

With the growing importance of digital assets, protecting the technological and digital aspects of the Momo Hut brand is a key focus.

Digital IP Protection Guidelines:

6.1 POS and KDS Systems: Franchisees must use the franchisor-provided POS and KDS systems to ensure data consistency and security. Unauthorized software or hardware modifications are not allowed.

6.2 Cybersecurity Protocols: Adhere to Momo Hut's cybersecurity protocols to protect digital assets, including customer data, online ordering systems, and internal communications. Regular audits and updates must be conducted to ensure compliance.

6.3 Digital Content Management: All digital content, including menus, promotional materials, and social media posts, must be managed according to the guidelines provided by Momo Hut. Unauthorized use or dissemination of digital content is prohibited.

By adhering to these comprehensive intellectual property protection guidelines, you contribute to preserving the strength, reputation, and distinctiveness of the Momo Hut brand. Your diligence in upholding these standards ensures that Momo Hut continues to be recognized as a leader in quality and innovation, fostering customer loyalty and brand growth.