

## FRANCHISE DISCLOSURE DOCUMENT (MULTI-UNIT DEVELOPMENT)

TPTEA USA INC.  
A Delaware Corporation  
919 North Market Street, Suite 950  
Wilmington, DE 19801  
886-4-2389-6909#524  
intl@tp-tea.com  
<https://tw.tp-tea.com/>



The franchise offered is to operate a TPTEA tea-based beverage establishment offering gourmet bubble tea, tea-based beverages, coffee-based beverage, complimentary food, accessories and gifts. The total investment necessary to begin operation of a TPTEA Tea Shop is US\$424,800 – US\$446,900, depending on the size of the Tea Shop. This includes US\$193,600 – US\$197,200 that must be paid to the franchisor or its affiliate(s), as applicable. If you want development rights for TPTEA Tea Shops and you sign the Multi-Unit Franchise Rider (a minimum of 2 TPTEA Tea Shops), there is no development fee, but you must pay the franchisor the initial franchise fees for each TPTEA Tea Shop you commit to develop at the time you sign the applicable franchise agreement.

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 fourteen (14) days before you sign a binding agreement with, or making 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 Yu-Chi Chang, No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.), 886-4-2389--6909 Ext. 524, [intl@tp-tea.com](mailto:intl@tp-tea.com).

The term of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts 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, D.C. 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: March 21, 2025

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only TPTEA Tea Shop business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a TPTEA Tea Shop franchisee?</b>	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## **What You Need To Know About Franchising *Generally***

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

## **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Taiwan. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Taiwan than in your own state.
2. **Supplier control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED  
BY THE MICHIGAN FRANCHISE INVESTMENT LAW**

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

- (A) A prohibition on the right of a franchisee to join an association of franchisees.
- (B) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(H) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(I) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division  
Attn: Franchise  
670 G. Mennen Williams Building  
525 West Ottawa  
Lansing, Michigan 48909  
(517) 335-7567

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## **ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

The Franchisor is TPTEA USA Inc., which will be referred to as “TPTEA”, “we”, or “us”. The term “you”, or “Franchisee” means the person, corporation, limited liability company, partnership or other legal entity that is granted the franchise (as well as the direct and indirect owners of any corporation, limited liability company, partnership, or other legal entity that becomes a franchisee). We do not conduct any business activity other than franchising tea shops. We, our parent company or affiliate currently do not operate company-owned tea shops under the TPTEA System in the U.S. and internationally and franchised tea shops under the TPTEA System internationally.

### **Franchisor, Parent, Affiliates**

We are a Delaware corporation, formed on February 27, 2018. Our principal place of business is No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.), 886-4-2389-6909. We currently do business in the organizational name “TPTEA” and under the brand TPTEA. We do not do business or intend to do business under any other names. We do not have any predecessors during the 10-year period immediately before the close of our most recent fiscal year. We currently do not operate any company-owned TPTEA tea shop. Our parent company, TPTEA Co., Ltd. (“TPTEA Taiwan”), is a corporation formed under the laws of Taiwan in 2005, and continued as a corporation under the laws of Taiwan. TPTEA Taiwan is our only affiliate required to be disclosed. TPTEA Taiwan offers franchises for business offering gourmet bubble tea, tea-based beverages, coffee-based beverage, complimentary food, accessories and gifts outside of the United States under the brand TPTEA. As of the issuance date of this Disclosure Document, TPTEA Taiwan and its affiliate have opened more than 190 tea shops worldwide. Currently, TPTEA Taiwan does not have any other line of business or provide products or services to the franchisees in the United States. We do not have a physical office or operations in Delaware. Our registered address in Delaware is InCorp Services, Inc., 919 North Market Street, Suite 950, Wilmington, DE 19801. All communication and activities will be through our office in Taiwan, located at No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.).

### **Agent for Service of Process**

TPTEA does not have a physical office or operations in Delaware. Our address in Delaware is InCorp Services, Inc., 919 North Market Street, Suite 950, Wilmington, DE 19801. All communication and activities will be through TPTEA’s office in Taiwan. Our own agent for service of process in New York is Secretary of the State of New York, 99 Washington Avenue, Albany, New York 12231. Our own agent for service of process for Delaware is InCorp Services, Inc., 919 North Market Street, Suite 950, Wilmington, DE 19801. The Directory of Administrative Agencies is attached as Exhibit C to this Disclosure Document.

### **The Business We Offer**

We possess advanced technology, management system, continuous and innovative product development, and knowledge in relation to a unique and distinctive system relating to the development and operation of “TPTEA” tea shop establishments (each a “Tea Shop”) with unique product lines, distinctive fixtures, equipment, interior and exterior accessories, color scheme, inventory and accounting system, of which may be changed, improved, and further developed by us or our affiliates from time to time (the “TPTEA System”). The distinguishing characteristics of

the TPTEA System include, for example, distinctive exterior and interior design, decor, color and identification schemes and furnishings; special menu items; standards, specifications and procedures for operations, manufacturing, distribution and delivery; quality of products and services offered; management programs; training and assistance; and marketing, advertising and promotional programs, all of which we may change, supplement, and further develop.

We offer franchises and, if applicable, multi-unit franchise rights, to qualified individuals to own and operate Tea Shops within territories we approve (each a “Territory”), under the terms of our standard franchise agreement, attached as Exhibit B (the “Franchise Agreement”). The franchise agreement sets out the detailed terms and conditions of the relationship. You will need to sign the Acknowledgment Addendum to Franchise Agreement, attached as Exhibit E, before the Franchise Agreement is to be effective (together with the Franchise Agreement, the “Agreements”). Under our Agreements, we grant our franchisees the right (and they accept the obligation) to operate a single Tea Shop, selling gourmet bubble tea, tea-based beverages, coffee-based beverage, complimentary food, accessories and gifts we approve under the TPTEA System within a territory and this Tea Shop must be open and operational within 12 months after signing of the Agreements. There are no subfranchising rights available to franchisees under the Agreements.

We also may grant multi-unit franchise rights to qualified franchisees, who then may develop a specific number of TPTEA Tea Shops according to a pre-determined development schedule. If you want to develop multiple TPTEA Tea Shops, and you meet our applicable criteria and qualifications, then you will sign our Multi-Unit Franchise Rider to Franchise Agreement (the current form of which is attached as Exhibit B-2 to this Disclosure Document), as well as all Franchise Agreements for all TPTEA Tea Shops that you will develop, at the same time.

Your Tea Shop(s) will offer products and services to the general public throughout the year and compete with other beverage and food product service business. The Tea Shop is not seasonal. The market for your type of products and services generally is developed and very competitive in the United States. You can expect to compete in your market with locally-owned businesses as well as national and regional chains that sell similar products. The market for tea or coffee beverage as well as related products is well-established and highly competitive. Tea Shops compete on the basis of factors such as price, service, location, convenience and drink quality. Additionally, you may find that there is competition for suitable locations. Principal factors that will vary but that will impact our brand’s competitive position are name recognition (which is stronger in some regions than in others), product quality, variety, presentation, location, and advertising. A Tea Shop’s business may also be affected by other factors, such as changes in consumer taste, economic conditions, population, and travel patterns.

### **Development Franchisee Program**

We offer to qualified franchisees in certain states the opportunity to become a TPTEA® development franchisee (a “Development Franchisee”) who will operate a TPTEA® Development Franchisee business (a “Development Franchisee Business”) under a Development Franchisee Rights Rider to the Franchise Agreement. The current form Development Franchisee Rights Rider is attached to this Disclosure Document as Exhibit B-1 (the “Development Franchisee Rights Rider”). Development Franchisees are TPTEA Shop franchisees who recruit other individuals interested in purchasing TPTEA Shop franchises and assist us in providing certain support and

services to TPTEA Shop franchisees within a designated area. We do not charge any additional fees for Development Franchisee Businesses. We will only grant Development Franchisee Businesses to current TPTEA Shop franchisees who sign a Development Franchisee Rights Rider to their Franchise Agreement. We do not grant standalone Development Franchisee Businesses.

If we have appointed, or appoint in the future, a Development Franchisee to operate a Development Franchisee Business in the area in which your TPTEA Shop is located, that Development Franchisee may provide training, support, marketing, and other services to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement. We may, without your consent, appoint a Development Franchisee or a substitute for the Development Franchisee at any time. However, you are not required to order products from or through any Development Franchisee, even if we appoint one in your area.

### **Applicable Regulations**

You must comply with all local, state, and federal laws and regulations that apply to any business. We urge you to inquiries about these laws and regulations, including health (nutrition, menu labeling), sanitation, no smoking, EEOC, OSHA, discrimination, employment, data security and privacy, tax, and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for individuals with disability and that may affect your building construction, site design, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You must also obtain real estate permits, licenses, and operational licenses. Federal, state and local laws and regulations also regulate businesses handling food and food products, in particular refrigerated and frozen food items, and these laws and regulations will apply to your business. Please also note that local county health departments reserve the right to inspect Tea Shops to ensure compliance with safe food handling practices and adequacy of kitchen facilities.

## **ITEM 2: BUSINESS EXPERIENCE**

### **Chief Executive Officer:** Yen-Lin Liu

Ms. Liu serves as the Chief Executive Officer of TPTEA USA INC., located at 919 North Market Street, Suite 950, Wilmington, DE 19801, since March 2025 to present. Ms. Liu also serves in various positions in TPTEA Co., Ltd., located at No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.): from 2011 to 2015 she served as Human Resources Manager; from 2015 to present she has served as the Managing Director of the Administration Department; and from 2024, she has concurrently served as the CEO.

### **Secretary:** Chun-Han Chao

Mr. Chao serves as the Secretary of TPTEA USA INC., located at 919 North Market Street, Suite 950, Wilmington, DE 19801, since February 2018 to present. Mr. Chao also serves in various positions in TPTEA Co., Ltd., located at No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.) since 2013 to present: from 2013 to 2018 he served as the assistance manager in store development and engineering; from 2018 to 2020 he served as the manager in store development and engineering; and from 2021 to present he served as the manager in operation and Secretary.

**Manager of Franchise Operations:** Yu-Chi Chang

Ms. Chang serves as Manager of Franchise Operations of TPTEA USA INC., located at 919 North Market Street, Suite 950, Wilmington, DE 19801, since March 2025 to present. Ms. Chang also serves in various positions in TPTEA Co., Ltd., located at No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.) since 2017 to present: from 2017 to 2020 she served as the Manager of Operations; from 2021 to 2022 she served as the Manager of Strategy Development; and from 2023 to present she has been the Manager of Brand Operation and Franchise Management.

**Development Franchisees:** We may appoint Development Franchisees in certain geographic areas to recruit and support franchisees in a designated area. We do not currently have any Development Franchisees.

**ITEM 3: LITIGATION**

**In The Matter of Determining Whether There Has Been a Violation of the Franchise Investment Protection Act of Washington by TPTEA USA Inc.** (Consent Order No. S-24-3712-25-CO01, Washington Department of Financial Institutions; Securities Division, complaint filed June 9th, 2025). In this matter, the Washington Department of Financial Institutions (“WA DFI”) filed a lawsuit against us alleging, among other things, that we offered and sold an unregistered franchise in violation of RCW 19.100.010(6), (12) and (17). The WA DFI also alleged that we violated RCW 19.100.170, because we did not disclose an alleged violation of California’s franchise protection law (for the offer or sale of an unregistered franchise in that state). On July 7th, 2025, without admitting or denying the WA DFI’s allegations, we and the WA DFI entered into a Consent Order to resolve the State’s complaint. Under the Consent Order, we agreed to pay \$2,500 in investigative costs and to cease and desist from: (1) offering or selling franchises in violation of RCW 19.100.020, the registration section of Washington’s Franchise Investment Protection Act, and (2) any violation of RCW 19.100.170, the anti-fraud section of Washington’s Franchise Investment Protection Act.

Other than this action, no litigation is required to be disclosed in this Item.

No litigation is required to be disclosed in this Item for Development Franchisees.

**ITEM 4: BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

No bankruptcy is required to be disclosed in this Item for Development Franchisees.

## ITEM 5: INITIAL FEES

### Non-Refundable and Fixed Fees

<i>Initial Franchise Fee</i>	US\$50,000
<i>Technology Transfer Fee</i>	US\$50,000
<i>Design and Floor Plan Fee</i>	US\$3,600~US\$7,200

(Collectively, the “Non-Refundable and Fixed Fees”). The total amount of the Non-Refundable and Fixed Fees is payable in lump sum within 3 business days following the signing date of the Franchise Agreement. The Non-Refundable and Fixed Fees are not refundable and must be paid in full without reduction or offset. Except for the Security Deposit, all fees listed in this Item are non-refundable.

### Refundable Security Deposit

You are also responsible for a refundable non-interest bearing interest Security Deposit of US\$50,000 (the “Refundable Security Deposit”), is payable in lump sum on the date of signing the Franchise Agreement. Security Deposit will be returned to you at the expiration or termination of the Franchise Agreement if you have not materially breached the Franchise Agreement.

### Technology Transfer Fee

You must designate your personnel to attend the initial training session , which will take place on-site at our designated training center located in Taiwan (Republic of China) for us to transfer necessary technology, which may include unique and distinctive technology systems relating to the development and operation of a TPTEA Tea Shop. You must pay us a technology transfer fee in the amount of US\$50,000. Following the signing of the Franchise Agreement, you will assign five (5) of your staff to receive initial mandatory trainings for a minimum of twenty-five to thirty (25~30) calendar days at a schedule agreed upon by both Parties. You will be solely responsible for all of your staff’s incurred expenses including, but not limited to, wage, transportation, accommodations and meal expenses.

### Design and Floor Plan Fee

We will provide you our Store Development Guidelines including the corporation IDS, interior decoration design, and other architectural element specifications. You will need to arrange for the design of your authorized store according to the specifications and standards in our Store Development Guidelines. You must submit the final proposed design layouts to us for our review and approval one month before the construction begins.

### Opening Inventory

Before you open your Tea Shop, we require you to purchase certain opening inventory from us, our affiliates or third parties. This may include raw ingredients and products for resale, containers and other paper, plastic or similar goods, maintenance and cleaning materials, office supplies and miscellaneous materials and supplies. For the opening inventory that you might purchase from us or our affiliates, we estimate that you will spend approximately \$40,000. You must purchase certain products from suppliers approved by us and these products may be subject to U.S. tariffs.

You are not required to order products through any Development Franchisees. However, if you choose to order products through a Development Franchisee, that Development Franchisee may charge a service fee of up to 40% of the original purchase price. We expect that the service fee would cover certain costs that the Development Franchisee might incur, for example, the costs relating to: placing orders for franchisees, order consolidations, handling the importation of products, warehousing services, and distribution of the products to the franchisees' TPTEA Tea Shops

### **Multi-Unit Franchise Development**

We do not charge any additional fees for franchisees who will operate multiple TPTEA Tea Shops under a Multi-Unit Franchise Rider with us.

### **Development Franchisee Program**

We do not charge any additional fees for franchisees who will operate a Development Franchisee Business under a Development Franchisee Rights Rider with us.

## **ITEM 6: OTHER FEES**

Type of fee (note 1)	Amount	Due Date	Remarks
Royalty Fees	6% of the Gross Monthly Sales	The royalty fee for the previous month is payable before the 10th of the next month	“Gross Monthly Sales” means the aggregate amount of all sales of our products, food, beverages and other merchandise and products approved by us and sold and services rendered at Tea Shop per month but excluding: (a) value-added, sales or service taxes collected from customers and paid to the applicable governmental taxing authority; and (b) all customer refunds and adjustments and promotional discounts, including senior citizens discount.
Marketing Fund Contributions	Currently not charged but we have the right to collect up to 3% of the gross monthly sales.	The marketing fund for the previous month is payable before the 10th of the next month	Applicable only when we have established a Marketing Fund. See Item 11 for details on Marketing Fund
Our Expenses for the On-Site Training	Costs of lodging, board, air tickets, transportation and work permits/visa applications	When billed	We are responsible for training staff salaries. This covers a one-time training session. If you request additional training, see Post Opening Consultation Fees below for costs.
Post-Opening Consultation Fees (note 2)	US\$300 per person per day, round trip airfare for the business operation consultant(s)	Payable within 7 business days	These fees apply only if you request additional consultation. After the opening of the Tea Shop,

Type of fee (note 1)	Amount	Due Date	Remarks
	from our main training facility located in Taiwan (Republic of China); and local transportation, meals, three stars or above hotel accommodation of the business operation consultant(s), and other reasonable costs incur on behalf of you.	following the invoice	in the event that you request additional consultation service, you will discuss and schedule with us in advance. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging, and meal expenses
Supplier Testing Fee	Varies but estimated to range between US\$200 and US\$300	When billed	There is no administrative supplier testing fees, but you or the supplier will be required to reimburse us for all costs that we incur in the testing and approval process whether the supplier is approved or not.
Audit Fee	Cost of audit but estimated to range between US\$4,000 and US\$12,000	When billed	Payable after an audit, which occurs only if we find that you have understated any amount you owe to us by more than 3%
Renewal Fees	10% of the relevant Initial Franchise Fee	When billed	If the Franchise Agreement is renewed by us
Interest	16% per year or highest rate allowed by law	When billed	You will owe us interest if you fail to pay us on time. Furthermore, if you fail to make all required payments within the period provided, we may elect to terminate our relationship by proving you with a written notice.
Manual Replacement Fee	US\$200	When billed	If you request additional or replacement copies of the Manual
Liquidated Damages for Buying from Unauthorized Supplier	The greater of US\$100,000 or 5 times the amount of the total unauthorized purchases	Per violation	Franchisee is liable for all additional damages and losses incurred by franchisor from violation
Liquidated Damages for Unapproved Transfer	US\$1,000,000	Per violation	We also have the right to terminate the Franchise Agreement
Liquidated Damages for Failure to Return, Delete or Destroy Confidential Information Upon Expiration	US\$300,000	Per Violation	

Type of fee (note 1)	Amount	Due Date	Remarks
Liquidated Damages Upon Termination for Enumerated Breaches	US\$100,000	Per Violation	See Chapter 6, Paragraph 3 Subparagraph (2) of the Franchise Agreement
Liquidated Damages for All Other Violation	US\$15,000	Per violation	All gains that the Franchisee derives from the violations shall also be refunded to us
Cost and Attorney Fees	Will vary under circumstances	On demand	If you default under the Agreements, you must reimburse us for the expenses we incur (such as attorney fees) in enforcing or terminating the applicable Agreements
Indemnification	Will vary under circumstances	On demand	You must reimburse us for the costs and damages we incur in for any claims that arise from your Tea Shop's operation

Notes:

1. All fees as described in Item 6 are uniform, non-refundable and imposed by and are paid to us. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and they must be paid in full. Unless otherwise stated above, fees will not increase.
2. The fee represents our cost of providing the training, including our administrative costs of making personnel available for training purposes, and the cost of materials.
3. We do not charge any additional fees under the Multi-Unit Franchise Rider.

### Development Franchisee Program

We do not charge any additional fees for franchisees who will operate a Development Franchisee Business under a Development Franchisee Rights Rider with us.

### ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
Type of expenditure (note 1)	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee	US\$50,000	As arranged	The total amount of the Non-Refundable and Fixed Fees is payable in lump sum within three (3) business days following the signing date of the Franchise Agreement.	Us
Technology Transfer Fee	US\$50,000	As arranged		Us
Design and Floor Plan Fee	US\$3,600~ US\$7,200	As arranged		Us

<b>YOUR ESTIMATED INITIAL INVESTMENT</b>				
<b>Type of expenditure (note 1)</b>	<b>Amount</b>	<b>Method of payment</b>	<b>When due</b>	<b>To whom payment is to be made</b>
Refundable Security Deposit	US\$50,000	As arranged	payable on the date of signing Franchise Agreement.	Us
Related Personnel Cost for Initial Training (note 2)	US\$13,000	As arranged	Before opening	Third party
Equipment (note 7)	US\$22,000	As arranged	As incurred	Third party
Utensils	US\$3,400	As arranged	As incurred	Third party
Rent for the Tea Shop (note 3)	US\$6,000	Before opening, as arranged	As specified in lease	Third party
Rent for the Warehouse (note 4)	US\$0~ US\$500	Before opening, as arranged	As specified in lease	Third party
Renovation (note 5)	US\$35,000~ US\$50,000	Before opening, as arranged	As incurred	Third party
Opening Inventory (note 6)	US\$70,000	Before opening	As incurred	Us, our affiliates, and Third party
Licenses, Permits, Fees and Deposit	US\$3,500	Before opening	Lump Sum	Third party
Point of Sale System (note 7)	US\$3,000~5,000	Before opening	As incurred	Third party
Office Equipment & Supplies	US\$1,500	As arranged	As incurred	Third party
Uniforms	US\$300	Before Opening	As incurred	Third party
Insurance (note 8)	US\$4,500	Before opening, as arranged	As incurred	Third party
Opening Advertising	US\$4,000 - \$5,000	As arranged	As incurred	Third party
Additional Funds – 3 Months (note 9)	US\$105,000	As arranged	As incurred	Third Party
<b>Total Cost</b>	<b>US\$424,800 – \$446,900</b>			

Notes:

1. Your initial investment for a new Tea Shop depends primarily upon: (1) size; (2) configuration; (3) location; (4) who develops the real estate for and/or constructs them; and/or (5) the amount and terms of financing. The initial funds required must be reevaluated since most costs are not within our control and may change at frequent intervals. These figures are estimates only and we cannot and do not guarantee that your costs will

fall within the stated ranges. These estimated ranges are based on our affiliate's experience operating Tea Shops outside of the U.S. Except as otherwise noted, all payments are non-refundable. No separate initial investment is required if you sign a Multi-Unit Franchise Rider with us.

2. Following the initial mandatory training -- which will occur in two phases and which will take place (1) at our main training facility located in Taiwan (Republic of China), and (2) at a tea shop in Taiwan (Republic of China) – prior to the Tea Shop opening, we will provide the pre-opening support program that is part of the initial training program for 5 of your employees at no cost at the Tea Shop. You will be responsible for the consultant's round trip airfares from Taiwan (Republic of China). For Additional Training, it is our experience that none of our franchisee has requested additional training within the first quarter following the opening of the Tea Shop, however, it is our experience that if the franchisee takes more than 6 months from the completion of initial training to opening the first store, it would often request additional training.
3. Depending on the structure of your lease, rental costs vary considerably according to the type of Tea Shop, real estate values in your area, financing rate (leasehold or ownership), location, size of the site, regulatory requirements and other factors such as labor. However, we estimate that your pre-opening rental-related costs will be approximately \$6,000. Factors that typically affect your rental costs include your cost to negotiate your lease (or buy the property), fair market lease values and lease terms in your area, how the costs to renovate or develop the land, building and other site improvements are allocated between landlord and tenant and interest costs, among others. Lease terms are individually negotiated and may vary materially from one location or transaction to another. Commercial leases are typically “triple net” leases, requiring you to pay rent, all taxes, insurance, maintenance, repairs, common area maintenance costs, merchants' association fees and all other costs associated with the property. You may also have to pay percentage rent.
4. You may need to rent a warehouse depending on (1) the location of the Tea Shop, (2) your method in controlling your inventories or storing your equipment, or (3) how many Tea Shop you wish to open. Factors similar to the Tea Shop rental cost also apply to warehouse rental cost.
5. Renovation costs include, among others, architectural, engineering and legal fees. These estimates do not include extraordinary costs due to extensive redesigning, permit fees, variances, environmental issues, legal obstacles, etc.
6. Before opening a Tea Shop, you must purchase an initial inventory consisting of products from suppliers approved by us and these products may be subject to U.S. tariffs. You are not required to order products through any Development Franchisees. However, if you choose to order products through a Development Franchisee, that Development Franchisee may charge a service fee of up to 40% of the original purchase price. We expect that the service fee would cover certain costs that the Development Franchisee might incur, for example, the costs relating to: placing orders for franchisees, order consolidations, handling the importation of products, warehousing services, and distribution of the products to the franchisees' TPTEA Tea Shops. The assortment and number of these items will be based upon the size and configuration of your Tea Shop. The estimated cost for the opening inventory of these products varies from location to location depending on seasons and the storage capacity of the Tea Shop. Your initial inventory of merchandise and

supplies needed for the operation of the Tea Shop will include raw ingredients and products for resale, containers and other paper, plastic or similar goods, maintenance and cleaning materials, office supplies and miscellaneous materials and supplies.

7. The price for the POS System reflects equipment configurations and solution costs, site preparation and installation for one point of sale systems. We do not recommend more than one point of sale systems unless the size and configuration of the Tea Shop requires it. The estimate for the Equipment reflects the estimated cost that you may incur in purchasing or leasing other equipment that you will need to operate the Tea Shop (other than the POS System and the office equipment and supplies listed separately in this table).
8. You must provide commercial general liability coverage with minimum limits in the amount of \$2,000,000 per occurrence in accordance with our published standards, (subject to change) and maintain other insurance in accordance with state law requirements. Some property owners may require higher levels of commercial general liability insurance or other insurance coverage under their leases. Initial premiums for commercial general liability are subject to change due to market forces beyond our control, but usually range between \$1,000 and \$5,000 per year. The cost of other coverage, including workers' compensation coverage and your discretionary purchases, varies widely, but may range from \$3,500 to \$10,000 per year. Your premium may be higher based upon your risk profile. You should discuss with your insurance carrier/agent whether or not these costs need to be paid in full before opening or whether they can be budgeted. Failure to maintain such insurance may result in loss of your franchise and additional financial obligations.
9. Additional Funds is an estimate of the funds needed to cover business (not personal) expenses during the first three (3) months of operating the Tea Shop and is based on our affiliate's experience operating Tea Shops outside the U.S. It includes estimated cost of sales and operating expenses incurred during the initial three (3) months (such as estimated payroll for approximately 5 personnel/key Principal Operators (see Item 11), utilities, taxes and other expenses), although your actual cost may be higher. The Additional Funds exclude owner's salary/draw, non-Tea Shop management expenses, and the purchase of the Tea Shop's opening inventory.

We do not offer financing for any portion of your Estimated Initial Investment.

### **Development Franchisee Program**

We do not charge any additional fees for franchisees who will operate a Development Franchisee Business under a Development Franchisee Rights Rider with us and there is no separate initial investment required when you sign a Development Franchisee Rights Rider.

## **ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

### **Required purchases**

All the Tea Shop must be developed and operated to our specifications and standards. Uniformity of products sold in Tea Shops is important, and you have no discretion in the products that you sell. We may periodically make changes to the systems, menu, standards, and facility, signage, equipment and fixture requirements. You may have to make additional investments in the franchised business periodically during the term of the franchise if those kinds of changes are made or if your tea shop's equipment or facilities wear out or become obsolete, or for other reasons (for

example, as may be needed to comply with a change in the system standards or code changes). The Agreements may be limited to a single, specific location and we reserve the right to operate or franchise or license others who may compete with you for the same customers.

We and our affiliates have spent considerable time, effort and money to develop the TPTEA System. We have acquired experience and skill in developing the TPTEA System, which includes producing, merchandizing and selling TPTEA bubble tea, coffee-based beverage, and other products and merchandise that we approve. The distinguishing characteristics of our TPTEA System include, among others, proprietary trademarks, distinctive exterior and interior design, decor, color and identification schemes and furnishings; special menu items; standards, specifications, requirements and procedures for operations, manufacturing, distribution and delivery; quality and safety of products and services offered; management systems/programs; training and assistance; and marketing, advertising and promotional programs. You must conform to our high standards of consistency, quality, safety, cleanliness, appearance and service. We anticipate that our standards will change over time. You are expected to adhere to these changes.

### **Required and approved suppliers**

The reputation and goodwill of TPTEA System is based upon, and can be maintained only by, the sale of high quality products. All products, including food supplies, utensils, cups, equipment and materials and services from your Tea Shop must meet our specifications, standards, and requirements. Your products must be sourced from suppliers that we approve (including manufacturers, distributors and other providers of goods and services).

We do not have exclusive suppliers of our products, cups, teas, or equipment at this point, and we will provide you with a list of suppliers that already meet our specifications. For your information, we and our parent company, TPTEA Taiwan, are approved suppliers for the products and supplies listed in the paragraph above, but we are not the only approved suppliers for the products and equipment that you will need to operate the Tea Shop. You can expect that the items purchased from approved suppliers in accordance with our specifications represent over 95% (in total number of items), or 80% (in dollar amounts), of the total purchases for establishing and operating the franchised business. Suppliers are required to share shipping, distribution and all other information with us, and you will be required to cooperate. You are not required to order products through any Development Franchisees. However, if you choose to order products through a Development Franchisee, that Development Franchisee may charge a service fee of up to 40% of the original purchase price. We expect that the service fee would cover certain costs that the Development Franchisee might incur, for example, the costs relating to: placing orders for franchisees, order consolidations, handling the importation of products, warehousing services, and distribution of the products to the franchisees' TPTEA Tea Shops.

### **Approval of alternative suppliers**

You may also suggest suppliers, but please note that every supplier must demonstrate, based on our judgment, that it meets all specifications, standards, and requirements and has adequate capacity to supply our franchisees' quantity and delivery needs, which may mean, among other things, the ability to supply all franchisees in the TPTEA System. Before approving any supplier, we may take into consideration: a) consistency of products and/or name brands in (and between) our TPTEA Systems, b) economies of scale achieved by larger volumes, and c) certain other

benefits that a particular supplier may offer, such as new product development capability. When approving a supplier, we take into consideration the TPTEA System as a whole, which means that certain franchisees may pay higher prices than they could receive from another supplier that is not approved. We reserve the right to withhold approval of a supplier at our discretion. A list of approved suppliers is available on request.

Our criteria for approving alternative suppliers are not available to you or your proposed suppliers. You and/or the supplier may request approval by submitting the request to us in writing. We may require that samples from the supplier be delivered to us or to a designated independent testing laboratory for testing prior to approval and use. All requests will be reviewed in accordance with our then-current procedures and we will take into consideration our available resources, which may affect the timing of our response. The supplier must meet our then-current specifications, standards and requirements, which may include signing a non-disclosure agreement and a guarantee of performance. We may change our specifications, standards and requirements at any time. There is no limit on our right to do so. If the supplier that you propose is initially approved or rejected, we will notify you and the supplier within three (3) months. We may withdraw our approval at any time if the supplier's performance does not meet our criteria, our specifications, standards or requirements or other reasons. This is not administrative approval process fees, but you or the supplier will be required to reimburse us for all costs that we incur in the testing and approval process whether the supplier is approved or not.

We may limit the number of potential suppliers that we consider for approval and for some categories of products we will designate a third party or ourselves as an exclusive supplier. We may designate exclusive suppliers for some categories of products or services including purchasing, distribution, fountain and packaged beverage products, point of sale equipment, integrated point of sale back office, help desk support, and high speed internet access. Currently, you will have to purchase beverage syrup and proprietary teas from our designated suppliers. We and our affiliate are also approved suppliers, but we are not the only approved supplier of any product or service.

### **Revenue from franchisee purchases**

We and our affiliate may derive revenue from required purchases, but not from leases by franchisees. In 2024, our affiliate, TPTEA Taiwan received NTD60,995,000 (approximately US\$1,848,305 based on the NTD-USD exchange rate as of March 21, 2025) from franchisee purchases in the United States. We did not receive any rebates from suppliers on account of franchisee purchases in the United States in 2024 although we reserve the right to do so in the future.

Except as described above, neither we nor our affiliates currently derive revenue or other material consideration on account of our or their actual or prospective dealing with you and other franchisees. However, we and our affiliates reserve the right to do so and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliate agree otherwise with the supplier) for any purposes we and our affiliates deem appropriate.

To our knowledge, except for TPTEA, there are no approved suppliers in which any of our officers or directors own an interest.

## **Other Requirement**

You must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations as provided in the Agreements. You must provide commercial general liability coverage with minimum limits in the amount of \$2,000,000 per occurrence. Premium depends on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us as an additional insured party.

You must send us for review samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved thirty (30) days before you use any such materials. If you do not receive written disapproval within thirty (30) days after we receive the materials, they are deemed to be rejected. You may not use any advertising, promotional, or marketing materials that we have not approved.

Your proposed locations must be approved by us. We must receive and review a proposed lease or purchase agreement in form for execution. We will use commercially reasonable effort to inform you of our approval or disapproval within a reasonable time after our receipt of the proposed lease or purchase agreement.

We require you to have a sufficient workstation (a computer, monitor, and printer) that can operate reasonable version of Microsoft words and excel, and is capable of accessing the Internet. Please refer to Item 11 for further details.

## **Cooperatives**

There are currently no purchasing or distribution cooperatives. We may negotiate purchase arrangements with supplier (including price terms), for the benefit of the TPTEA System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular supplier.

## **Negotiated prices**

We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of the franchisees.

## **Material benefits**

Except as described above, we do not provide any material benefits to you if you buy from sources we approve.

*[Item 9 begins on next page]*

## ITEM 9: FRANCHISEE'S OBLIGATIONS

### FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document**

Obligation	Article in Franchise Agreement, Multi-Unit Franchise Rider and Development Franchisee Rights Rider	Disclosure Document Item
a. Site selection and acquisition/lease	Article 3 in Franchise Agreement	Items 1, 11 & 12
b. Pre-opening purchase/lease	Articles 3, 9, 10, 12, 13, 14, and 19 in Franchise Agreement	Items 1, 6, 7, & 11
c. Site development and other pre-opening requirements	Articles 3, 10, 12, 13, 14, 17, 19 in Franchise Agreement	Items 1, 6, 7, & 11
d. Initial and ongoing training	Article 9 in Franchise Agreement; Section 5.B in Development Franchisee Rights Rider	Items 5 & 11
e. Opening	Articles 1, 3, 9, 10 in Franchise Agreement	Item 11
f. Fees	Articles 1, 6, 7, 8, 9, 12, 13, 14, 16, 19 in Franchise Agreement; Section 4 in Multi-Unit Franchise Rider	Items 5 & 6
g. Compliance with standards and policies/Operations Manual	Articles 1, 10, 12, 13, 14, 15, 16 in Franchise Agreement; Section 5 in Development Franchisee Rights Rider	Item 11
h. Trademarks and Proprietary information	Articles 1, 2, 4, 5, 10, 20, 21 in Franchise Agreement; Section 2 in Development Franchisee Rights Rider	Items 13 & 14
i. Restrictions on products/services offered	Articles 1, 2, 4, 5, 10, 16, 18, 20, 22 in Franchise Agreement; Sections 2 and 7 in Development Franchisee Rights Rider	Item 16
j. Warranty and customer service requirement	Articles 8, 10, 12, 13, 14, 15 in Franchise Agreement	Item 11
k. Territorial development and sales quotas	Articles 1, 3, 33 in Franchise Agreement; Exhibit A to Multi-Unit Franchise Rider; Section 6 in Development Franchisee Rights Rider	Items 1 & 12
l. Ongoing product/service purchases	Articles 12, 13, 19 in Franchise Agreement; Section 5.E in Development Franchisee Rights Rider	Item 8
m. Maintenance, appearance and remodeling requirements	Articles 1, 13, 15 in Franchise Agreement	Item 11
n. Insurance	Article 10 in Franchise Agreement; Section 5.H in Development Franchisee Rights Rider	Items 7 & 8
o. Advertising	Article 16 in Franchise Agreement	Items 6 & 11
p. Indemnification	Articles 4, 10, 12, 21, 24 in Franchise Agreement	Item 6
q. Owner's participation/management/staffing	Articles 1, 9, 10, 12, 13, 14, 15, 17, 18, 19, 23 in Franchise Agreement	Items 11 & 15

<b>Obligation</b>	<b>Article in Franchise Agreement, Multi-Unit Franchise Rider and Development Franchisee Rights Rider</b>	<b>Disclosure Document Item</b>
r. Records and reports	Articles 7, 10, 17, 18, 19 in Franchise Agreement	Item 6
s. Inspections and audits	Articles 7, 10, 13, 17 in Franchise Agreement	Items 6 & 11
t. Transfer	Article 1 in Franchise Agreement; Section 6 in Multi-Unit Franchise Rider; Section 12 in Development Franchisee Rights Rider	Item 17
u. Renewal	Article 1 in Franchise Agreement	Item 17
v. Post-termination obligations	Articles 5, 21, 22, 23 in Franchise Agreement	Item 17
w. Non-competition covenants	Article 22 in Franchise Agreement	Item 17
x. Dispute resolution	Article 25 in Franchise Agreement	Item 17
y. Other	Not applicable	None

## **ITEM 10: FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

## **ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

**Except as listed below, we are not required to provide you with any assistance.**

If we have appointed, or appoint in the future, a Development Franchisee to operate a Development Franchisee Business in the area in which your TPTEA Shop is located, that Development Franchisee may provide the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement.

### **Pre-Opening Obligations**

1. We do not find locations for you. You will need to find your own location(s) and negotiate your own real estate interest. If you are developing a new Tea Shop, we will approve the location if it meets our standards. It is important to know that our written approval of a location is not and should not be a guarantee of success at that location. Many factors, some known and some unknown, may impact the success of a particular location. We will provide you with a copy of our standard plans and specifications for the Tea Shop. You must conform the premises to all codes and ordinances and obtain all required permits. You must construct or remodel the location to our standards and subject to our written approval. (See Article 3 of the Franchise Agreement).
2. We will provide you the standards for designing, constructing and equipping your Tea Shop. (See Articles 13 of the Franchise Agreement).
3. If you are opening a new Tea Shop, we will make an initial training program available to you and/or your designated representative. If you are purchasing an existing Tea Shop or need to have additional individuals attend training, you will pay an additional fee. You (and/or your designated representative) must successfully and timely complete the training program in order

to become (or remain) a franchisee. (See Article 9 of the Franchise Agreement). If you sign a Development Franchisee Rider with us, we may periodically conduct mandatory or optional development franchisee training programs (including before you open a TPTEA Shop). (See Section 5.B of the Development Franchisee Rights Rider)

4. On-site pre-opening assistance at the Tea Shop. (See Articles 3, 9, 10 & 13 of the Franchise Agreement).
5. Advertising and promotional materials for use in the pre-opening promotion of the Tea Shop. (See Articles 4, 5 & 16 of the Franchise Agreement).
6. We will provide you with a copy of our operations manual concerning techniques of managing and operating the Tea Shop. (See Articles 1 of the Franchise Agreement). If you sign a Development Franchisee Rider with us, we will also give you access to our Development Franchisee Business Manual as part of our regular operations manual (See Section 5.A of the Development Franchisee Rights Rider).
7. We will provide advice regarding authorized suppliers of equipment and materials used, and inventory offered for sale, in connection with the Tea Shop. (See Articles 12 of the Franchise Agreement).
8. We will make available for purchase by you, directly from us or through authorized suppliers, the equipment, products, materials and inventory required by you to establish and operate the Tea Shop in accordance with the Agreements. Specifically, we will provide you with specification and details requirements of all necessary equipment, signs, fixtures, opening inventory, and supplies. For advertising print and marketing materials (such as signs and menus), we will provide you with templates, and you will need to locate local printers. For equipment and certain key ingredients and raw materials, we will only provide the names of approved suppliers. For items such as furniture and fixture, we will provide you with specification and requirement for your conformation. We will not deliver or installs these items. (See Article 10, 12 & 16 of the Franchise Agreement).
9. Designate a specific number of TPTEA Tea Shops that you must develop and open (if you sign a Multi-Unit Franchise Rider with us). (See Exhibit A of the Multi-Unit Franchise Rider)

### **Post-Opening Obligations**

The following are our obligations during the operation of the franchise business:

1. We will maintain a continuing advisory relationship with you, providing such assistance as we deem appropriate regarding the development and operation of the Tea Shops. (See Article 3, 9, 10, 13 & 16 of the Franchise Agreement).
2. We will provide you with standards for the location, physical characteristics and operating systems of Tea Shops and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the marketing of products and our brand; and all other things affecting the experience of consumers who patronize our TPTEA System. We make those standards available to you in our manuals and in other forms of communication, which we may update from time to time. (See Article 1, 9, 10, 12, 13 & 15 of the Franchise Agreement). If you sign a Development Franchisee Rider with us, we will also give you access to our Development Franchisee Business standards (See Section 5.A of the Development Franchisee Rights Rider).
3. We shall continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all Tea Shops. (See Article 1, 12, 10, 15, 17 & 18 of the Franchise Agreement).

4. We will review advertising and promotional materials that you propose to use locally. (See Article 16 of the Franchise Agreement).
5. We will update the operations manual, including new developments and improvements in equipment, food products, packaging and preparation. (See Article 1, 15 & 18 of the Franchise Agreement).
6. On-site post opening assistance at the Tea Shop as we find appropriate. (See Article 9 of the Franchise Agreement).
7. Administration of the advertising fund, when and if it is created. (See Article 16 of the Franchise Agreement).

Please note that it usually takes 6-8 months between (i) the earlier of the (a) signing of the Franchise Agreement or (b) first payment of Fees; and (ii) the opening of the Tea Shop. The reason may be due to factors such as the availability of a site, financing, building permits, zoning and local ordinances. We typically do not experience shortages or delayed installation of equipment, fixtures, and signs.

### **Advertising Expenditures**

You must spend reasonable amount on advertising for the Tea Shop in local advertising at your expense, and we estimate that an approximately 3% of the gross monthly sales of the Tea Shop would be reasonable. The amount is not paid to us, but rather is spent by you. You may use your own local advertising, including directory advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, specialty and novelty items and radio and television advertising. All advertising must comply with our brand guidelines and obtain our prior written approval of all your local advertising and promotional plans and all materials you would like to use and it will be at your expense.

We do not currently have a marketing fund, though we reserve the right to establish and administer such a marketing fund in the future on a regional or national basis and which will be contributed into only by our franchisees. We do not anticipate enacting the marketing fund during this calendar year, or until we determine that a sufficient number of Tea Shops are open and operating so that regional or national advertising provides a benefit to the TPTEA System. However, when we do establish the marketing fund, you will have to participate and will have to contribute to the marketing fund up to 3% of the gross monthly sales of the Tea Shop to be paid in the same manner as the royalty payments. When and if established, the amount to be paid to the marketing fund is certain percentage of gross monthly sales to be determined by both Parties in writing. The marketing fund nor any funds for advertising and marketing will be used for advertisement that is principally a solicitation for the sale of franchises for TPTEA System. If and when a market fund is established, we have no obligation to spend any amount on advertising in the area or territory where your Tea Shop is located. Once a marketing fund is established, financial statements will be available to you upon written request, but we have no obligation to have the fund audited.

We do not currently have a franchisee advertising council that advises us on advertising policies, though we reserve the right to establish such a council in the future. As of today, we did not collect or spend any money from the marketing fund. We currently do not have a local or regional advertising cooperative, and that we are not planning to set up one. If we do in the future, you are not required to participate in one.

We do not have an obligation to conduct advertising, such as advertise through our website, TV ads, radio ads, promotional events, and local flyers. If we choose to conduct advertisement on behalf of the TPTEA brand, the source of the advertising would be an in-house advertising department. Currently we do not have a minimum amount on advertising in the area or territory where you are located.

Please note that we may set minimum and/or maximum prices for the goods and services you sell under the TPTEA System. We may also participate in any promotional pricing established by us.

### **Computer and Electronic Cash Register Systems**

We require you to have a sufficient workstation (a computer, monitor, and printer) that meets our minimum standards that can operate Microsoft words and excel, and is capable of accessing the Internet. This workstation may also be used for any other software that you use to manage your business. We do not have any obligation for maintenance, repairs, updates and upgrades of your computerized system but we estimate that the cost of maintenance, repairs, updates and upgrades of your computerized system will range from US\$3,000 to US\$3,500 annually.

We have independent access to the data generated by your computer system. We may require you to upgrade or update your computer hardware or software during the term of the Agreements. There are no contractual limitations on the frequency or cost of this obligation.

We require you to process and record all of your sales on a point of sale/back-office system (“POS System”) that is approved by us. The approved POS systems are (1) capable of recording sales data; (2) cannot modify or reset and they retain data in the event of power loss, (3) may be accessed remotely for auditing purpose, (4) is connected online on an all-time basis to transfer data to our designated site, and (5) grant us the highest level of managerial access to both the front house and back of the house system. The cost of purchasing a POS System that fits our standard is estimated to be US\$3020, and there should not be any annual cost once the system is purchased.

### **Operations Manual**

We will provide to you a copy of the Tea Shop operations management manual(s) for each TPTEA System that you are franchised to operate. Each operations manual contains mandatory and suggested standards, operating procedures and rules that we prescribe for the TPTEA System. The operations manuals are confidential, copyrighted and are not to be reproduced or distributed to any unauthorized person. We can change the terms of, and add to, the operations manuals whenever we believe it is appropriate. If you sign a Development Franchisee Rider with us, we will also give you access to our Development Franchisee Business Manual, which is part of our regular manual.

### **Site and Lease Approval**

For new Tea Shops, we may select the site, or we may approve a site that you select and bring to us. Factors affecting our decision generally include location, occupancy costs, proximity to major retail activity, traffic volume and speed, density of nearby population (resident or daytime), competition and potential for encroachment on other Tea Shops of the same brand, site configuration, parking, accessibility, visibility, signage permitted by the landlord and local

governmental authorities and other factors. Each site is considered individually, as no two sites are the same. Factors other than those listed above may be considered in evaluating a particular site. We do not guarantee that any site will be successful.

If you submit a site for our approval, you must provide us with all required information about the site. If you fail to identify and propose sites for our review and approval within 60 calendar days from the execution of the Franchise Agreement, we reserve the right to terminate the Franchise Agreement immediately without further notice, and the Fees will be forfeited. You must provide a copy of the lease for our record. You may not begin any construction on a site until we have approved it. We do not typically pay “finders’ fees” for sites. We also do not typically own or take a lease a premise and then lease it to our franchisees. We are not required to provide you with assistance in negotiating the purchase or lease of the site, but we may do so in some cases.

All sites must be approved by us, and must be developed by you in accordance with our requirements. You cannot develop a site until we approve it. We will not reimburse you for any costs you incur with respect to any location that you submit to us for approval. While we try to promptly review nominated sites, we will respond within ten (10) business days upon receiving such request. If ultimate the parties have failed to agree upon a site, and as a result you fail to open your Tea Shop within 12 months after signing the Franchise Agreement, then we could terminate the Franchise Agreement immediately.

If you will construct your Tea Shop, we will provide you standard, generic plans and specifications for the improvements, furnishings, fixtures and decor of the type of Tea Shop approved for your site. You must then, at your expense, have specific plans and specifications for construction or conversion of the space for the Tea Shop (and conforming to local ordinances and building codes, as well as obtaining the necessary permits) prepared by a licensed architect. Before you may begin construction, these plans and specifications must be approved by us in writing. We must approve any changes made during construction in writing. All construction will be at your sole expense.

You must ensure, prior to the opening of the Tea Shop, that the Tea Shop is accessible to and usable by persons with disabilities and meets the Standards for Accessible Design for new construction, as may be amended from time to time, or any more stringent accessibility standard under federal, state or local law.

### **Hiring and Training**

We do not provide any assistance in hiring your employees. The initial approximately 25 to 30 calendar days mandatory training is held only once per franchisee and it includes two phases: an initial training at our main training facility as well as training tea shop in Taiwan (Republic of China). We only offer initial training once, and it is scheduled in accordance with both parties’ convenience and availability, as long as it is completed prior to the opening of the first Tea Shop. We do not, however, have a requirement on how soon after signing or before opening the initial training must be completed.

Our training program includes but is not limited to the following: corporate overview, store operational management, front of the house training, tea management, and counter operation. We

may offer special training courses such as service staff training, special promotion training, other pre-opening supports and continuous organizational supports.

If you sign a Development Franchisee Rider with us, we may periodically conduct mandatory or optional development franchisee training programs for you or your employees at our office or another location that we designate. There will be no charge for these training programs that you (or your employees attend (and must satisfactorily complete). We may provide training in person or via recorded media, teleconference, videoconference, the Internet, webinar, or any other means, as we determine.

## TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Corporate & Training Overview and Introduction	10		Designated Training Facility in Taiwan or training store
Store Operational Management		8	Training store
Front of the house training		72	Training store
Tea Management		40	Training store
Counter Operation		32	Training store
Actual On-Site Operation Training		64	Training store
Store Opening Process and Equipment Maintenance		8	Designated Training Facility in Taiwan , Training store or Equipment Manufacturers

We have a dedicated team of instructors for the TPTEA training program. The lead trainer, Ms. Ru-Chian Tsai, has decades of experience in the hospitality, training, and service industry, and specifically 18 years of store operation, HR training, and retail sales experience with TPTEA System. She is one of the senior operational managers and has trained people in tea shops in Taiwan and oversea areas. Mr. Jen-Chih Wu has 20 years of store operation, HR training, and retail sales experience with TPTEA System. He is one of the operational managers, and has trained people in Tea Shops in Taiwan, U.S. and Canada. Hung-Chi Shih has 12 years of store operation, HR training, and retail sales experience with TPTEA System.

The initial training is for five (5) of your key staff designated by you to assume primary responsibility for the management of the Tea Shop(s) (the “Principal Operators”). The Principal Operators must have a food and beverage operational experience or managerial experience. The initial training program involves a minimum of 25 to 30 calendar days of instruction, and all five (5) personnel will be trained together at the same time. We may lengthen, shorten or restructure

the content of this program. The initial training will be conducted at our designated training facility and at an actual Tea Shop. Please note that our designated training facility may not be located in the United States. For the second and each subsequent Tea Shop that you open, at least three (3) of your employees must be trained by your certified trainers at your sole cost and expense.

The initial training program will mainly go over the Operating Manual (please see the Operating Manual's Table of Content as provided below) and the topic as describe in the table above. The initial training program is mandatory for all franchisees. You or the Principal Operators, whichever is applicable, must complete the program to our satisfaction. The program must be completed prior to the opening of the Tea Shop. Scheduling of the program is based on your availability and the projected opening date for your Tea Shop. The initial training program is designed to cover all phases of the operation of a Tea Shop. We reserve the right to waive a portion of the initial training program or alter the training schedule if, in our sole discretion, you or the Principal Operator has sufficient prior experience or training. We will make the initial training program available to replacement or additional Principal Operators during the term of the Franchise Agreement.

If the Principal Operators do not successfully and timely complete all training and certification requirements, including all initial training requirements, you will not be granted a franchise (and we will have the right to terminate the Agreement if it was signs anticipating that you (or your team) would not successfully and timely complete initial training). You are required to complete the initial training within a reasonable amount of time following the singing of the Franchise Agreement.

You and your Tea Shop managers must have literacy and fluency in the English language, in our good faith opinion, to satisfactorily complete our training program and to communicate with employees, customers, and suppliers.

During the period of the Tea Shop opening under the Franchise Agreement, we pay the cost of presenting the initial training program. If you sign a Development Franchisee Rights Rider with us, we will also not charge you for the initial training program for Development Franchisees. However, you must pay for you and your employees' salaries, accommodations, travel expenses and other reasonable expenses, if any. If you demand to conduct the initial training program in a location other than your Tea Shop, then you may be charged certain additional costs such as your portion of the costs for the meeting room. You must also pay for later training programs that we may conduct or require.

## **Opening Support**

We will send our opening support team in accordance with the followings:

1. For the first Tea Shop that you will operate:
  - a. The opening support team of one (1) to four (4) people will arrive for approximately seven (7) days prior to the opening to assist the Principal Operators and to train the new staff. All members will stay for a period of approximately seven (7) days to train the new staff, and one of the opening support team will remain for approximately fourteen (14) to thirty (30) days to ensure a smooth transition.

2. If you will operate multiple Tea Shops, for the second and third Tea Shops that you will operate, we will provide the opening support in any form that we deem appropriate, including sending one staff member to your store, or providing support via telephone, video conferencing, written communication and other methods.
3. You will be responsible for the lodging, food and beverage, air tickets, transportation, work permits/visa, and other documents for the opening support team. We will be responsible for the salaries of the opening support team.

### **Post-Opening Consultation**

We may, at your request, provide additional technical and orientation personnel to assist you in developing and launching additional Tea Shops. You shall pay for the expenditures accrued by the said personnel. In the event we have advanced the cost of the said expenditures, you shall reimburse the same amount in lump sum. You will be required to make payments towards the following expenses within seven (7) business days upon receiving our written reimbursement request. The said personnel expenditures may include a US\$300 per person per day for each field visit to pay for the technical and orientation personnel; round trip economic airfare for the business operation consultant(s); the local traveling expenses, three stars or above lodging, food and beverage, and other reasonable costs incur on behalf of you. Our training programs are regularly reviewed and updated. As mentioned in Items 6 and 8, you may propose alternative supplier, and there is no administrative supplier testing fees. But you or the supplier will be required to reimburse us for all costs that we incur in the testing and approval process whether the supplier is approved or not.

### **Operating Manual's Table of Content**

Below please find the table of content of our operating manual, which will be used as the instructional handbook used during our initial training.

1. Company Regulation	P 05~24
2. Administrative Regulation	P 25 ~ 35
3. Supervisor Manual	P 36 ~ 41
4. Inspection Sheet-Supervisor Standard	P 42 ~ 46
5. Certificate Qualification and Guidelines	P. 47 ~ 48
6. Evaluation Guidelines	P. 49
7. Promotion Examination Question Samples	P 50 ~ 55
8. Sample Answer Keys	P 56 ~ 82

## **ITEM 12: TERRITORY**

### **Franchise Agreement**

You have the right to develop and open one Tea Shop within a territory, which will be an area within a 4-mile radius of the site of your Tea Shop (the “Territory”). Your right to operate one Tea Shop and the Territorial Right pursuant to the Franchise Agreement is limited solely within the Territory as set forth in the Franchise Agreement. You must obtain our prior written approval of the site to be located in the Territory. As long as you open and operate the Tea Shop within 12 months after signing of the Franchise Agreement, continue to own and operate that Tea Shop at all times during the term of the Franchise Agreement, and otherwise comply with the Franchise

Agreement, we will not operate or grant another franchisee the right to operate a Tea Shop in the Territory. Furthermore, the Franchise Agreement will further list various terms and conditions that you will have to adhere to, such as adherence to the operational standard that we expect in each Tea Shop, the compliance with local laws and regulations, respect and protection toward our Trademarks, know-how, and other intellectual property rights; and timely payment of royalties and other fees. Other than not granting another Tea Shop in your Territory, you will not receive an exclusive territory.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You do not have the right to distribute products through alternative channels of distribution. Specifically, you cannot solicit or accept orders from consumers outside of your Tea Shop, either through Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of the Tea Shop. You may not use alternative channels of distribution for our products and trademarks and/or expand our sale of products the Territory, such as the right to distribute products identified by our trademarks (or by any other name or trademark) anywhere and in any form (e.g., in packaged form or otherwise), through any distribution methods or channels, as long as you have obtained our prior written consent. We currently do not have existing plan of alternative channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within Tea Shops under a trademarks different from the TPTEA Trademarks. Other than the Royalty Payment, we will not be compensated by you for soliciting or accepting orders from the Tea Shop.

We also retain the sole right to use our trademarks on the Internet, including in connection with websites, domain names, directory addresses, metatags, as graphic images on web pages, linking, advertising, co-branding, and other arrangements. You may not maintain a TPTEA website. If we do ever approve a website that you promote and develop, we have the right to condition our approval on the terms that we determine are necessary, such as requiring that your domain name and home page belong to us and be licensed to you for your use during the term of your agreement.

Under the terms of the Franchise Agreement, you do have the right to relocate your Tea Shop as long as you have received our prior site approval. If you request relocation, you must obtain our prior written approval for the site and meet our then-current criteria for relocation, which we will grant based at our sole discretion. Our decision would be based on various factors, including but not limited to, the past performance of the Tea Shop under your management, your relationship with the existing staff and their ability to relocate with you, the relocation address, population, and competition.

Unless you sign a Multi-Unit Franchise Rider with us (see below), you have no options, rights of first refusal, or similar rights to acquire additional franchises. In the event that we grant you the relocation or additional franchised outlet, you must be current with all your obligations to us and must sign our then-current Franchise Agreement, with all then-current on-going fees, for a term equal to the term remaining on your Franchise Agreement for the previous or original location.

You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You have no rights relating to the distribution channels referenced above in this Item 12. Furthermore, we reserve the right to modify the Territory in an event of population changes, of which we will discuss with you in good faith and reach a mutually agreeable consensus in writing. Except as described in this Item 12, continuation of your territorial protection in the Territory does not depend on your achieving a certain sales volume, market penetration, or other contingency.

We may compete with your location and that draw customers from the same area as your Tea Shop through distribution and use or sale of TPTEA-trademarked products in a hotel room, an office or a supermarket, or through vending machine, tea stall, or tea truck. Furthermore, you acknowledge and agree that certain locations within and outside the Territory are by their nature unique and separate in character from sites generally developed as a Tea Shop. Such locations include, but are not limited to, public transportation facilities, sport facilities, university campuses, shopping mall, business plaza, amusement and theme park. As a result, you agree that these locations are excluded from the Territory and we have the right to develop or franchise such locations. Lastly, you may not engage in catering or delivery service within or outside of the Territory without our prior written approval.

We do not have any affiliate that operates, franchises, or has plans to operate or franchise a business under a different trademark and that business sells or will sell goods or services similar to the TPTEA system in the United States.

As part of your review of a particular trade area or territory, we may (but are not required to) provide you with certain information such as (a) maps indicating existing Tea Shops and/or competitor locations, and may highlight potential areas of interest to us, and (b) demographic reports (including population and median household income) generated by third parties. It is important you validate the information we provide to you. We do not draw any inferences regarding Tea Shop performance from the map or demographic information we share with you, and you may not draw any inferences from them either. We also do not represent or guarantee that the existence of a certain level of demographics, maps or trade area characteristics will translate to a certain level of financial performance, and you may not draw any such inferences based upon any of the information we provide to you. The information is not provided for that purpose.

### **Multi-Unit Franchise Development**

You may (if you qualify) develop and operate a number of Tea Shops under our Multi-Unit Franchise Rider. We and you will identify the Territory for each Tea Shop in the applicable Franchise Agreement for each Tea Shop listed in the Multi-Unit Franchise Rider. All of your rights and obligations in the Territory are governed by the Franchise Agreement (see above). Under the Multi-Unit Franchise Rider, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Your rights under the Multi-Unit Franchise Rider are not dependent on your achieving a certain sales volume, market penetration, or other contingency.

## **Development Franchisee Program**

If you sign a Development Franchisee Rights Rider with us, then we will grant to you the right to solicit and recruit prospective TPTEA Shop franchisees within a designated area (the “Area”). The Area granted under the Development Franchisee Rights Rider is different from the Territory granted under the Franchise Agreement and there is no overlap.

We and you will identify the Area in the Development Franchisee Rights Rider before signing it. The Area typically is a state, region, or counties. We base the Area’s size primarily on the number of prospective TPTEA Shops you agree will be developed in the Area, the demographics, and site availability. We will determine the number of TPTEA Shops that must be developed in the Area, and the deadlines for signing a Franchise Agreement and for development, to keep your development franchisee rights. We and you then will complete the schedule in the Development Franchisee Rights Rider before signing it. Under the Development Franchisee Rights Rider, we first must accept each new prospect you propose. We have the right to terminate the Development Franchisee Rights Rider if you do not satisfy your development obligations.

You have no right to solicit prospective TPTEA Shop franchisees outside the Area. In the Area, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, as long as you are in compliance with the Development Franchisee Rights Rider and the Franchise Agreement, we and our affiliates will not license a third party to operate a Development Franchisee Business within your Area. We and our affiliates have the right to conduct any business activities, under any name, in any geographic area (including within the Area), and at any location, regardless of the proximity to or effect on your Development Franchisee Business. For example, we have the right to:

- (a) solicit and recruit prospective franchisees in any manner and establish TPTEA Shops anywhere, including inside the Area;
- (b) engage the services of franchise brokers, lead referral sources, and other organizations and facilities for the identification, evaluation, and referral of leads for prospects;
- (c) establish, or license to third parties the right to establish, TPTEA Shops or other facilities or businesses offering similar or identical products, services, and using the TPTEA system or elements of the TPTEA system anywhere, including inside the Area;
- (d) establish, or license to third parties the right to establish, Development Franchisee Businesses anywhere outside of the Area;
- (e) provide services and support to TPTEA Shops located anywhere, including to franchisees located inside the Area;
- (f) sell or offer, or license others to sell or offer, any products or services using the TPTEA trademarks or other marks through any alternative distribution channels, including, without limitation, through e-commerce, including inside the Area;

(g) advertise, or authorize others to advertise, using the TPTEA trademarks anywhere, including inside the Area; and

(h) acquire, be acquired by, or merge with other companies with existing tea shop and store and/or tea business anywhere (including inside the Area) and, even if those businesses are located in the Area, (i) convert the other businesses to any TPTEA Shops, (ii) permit the other businesses to continue to operate under another name and offer unit franchises and development franchisee rights in that other system, and/or (iii) permit the businesses to operate under another name and convert existing TPTEA Shops to that other name.

Your rights under the Development Franchisee Rights Rider are dependent on you meeting your development obligations designated in your Development Franchisee Rights Rider. Except as described in this Item 12, continuation of your territorial protection in the Area does not depend on your achieving a certain sales volume, market penetration, or other contingency. We do not have the right to alter your Area during the Development Franchisee Rights Rider term.

### **ITEM 13: TRADEMARKS**

The Franchise Agreement gives you the exclusive right to operate a Tea Shop under the “TPTEA®” and/or “®” and/or “®” trademark within the Territory under the terms and conditions as stated in the Franchise Agreement. If you sign a Development Franchisee Rights Rider with us, you will also have the right to operate your Development Franchisee Business under these same trademarks within a designated Area. By trademark, we mean trade names, trademarks, service marks, emblems, designs, merchandising devices and logos used to identify your Tea Shop (collectively “TPTEA Trademarks”). You may also be authorized to use other current or future trademarks to operate your Tea Shop.

You must follow our rules when you use our TPTEA Trademarks. You cannot use any of our company names or TPTEA Trademarks as part of a corporate, limited liability company, other entity name, e-mail address, electronic identifier, or Internet domain name. You cannot use any of our company names or TPTEA Trademarks with modifying words, designs or symbols, except for those we license to you. For example, your business name may not include any of our company names or TPTEA Trademarks or any variation of them (like “*TPTea*,” “*Tea Soup Meeting*,” or “*Tea Gathering*”) and you may not use your name in connection with our TPTEA Trademarks in advertising your Tea Shop (such as “John Smith’s TPTEA”). You may not use any of our company names or TPTEA Trademarks for the sale of any unauthorized product or service or in a manner we have not authorized in writing. These TPTEA Trademarks may only be used by you for the purpose of operating a Tea Shop and cannot be used for any purpose or in any manner not authorized by us. You may only use our TPTEA Trademarks on vehicles if you first obtain our written consent. We have a license from our parent, TPTEA, to use and to sublicense the use of the TPTEA Trademarks. All rights in and goodwill from the use of the TPTEA Trademarks accrue to us and our affiliates. No agreement limits our right to use or license the use of the TPTEA Trademarks related to the franchise.

The TPTEA Trademarks and service marks listed below are registered on the Principal Register in the United States Patent and Trademark Office on the date shown and all affidavits required to preserve and renew these Trademarks have been timely filed.

<b>Federal Registration</b>	<b>Registration No.</b>	<b>Registration Date</b>
	5528608	July 31, 2018
茶湯會	5522683	July 24, 2018
TPTEA	5522682	July 24, 2018

The TPTEA Trademarks are owned by TPTEA Co., Ltd. TPTEA Co. Ltd. has entered into a license agreement with us giving us the right and license to use and sublicense the use of the TPTEA Trademarks in the United States. The term of the license agreement is 10 years. TPTEA Co. Ltd. Has certain rights to terminate the license agreement if we fail to cure a default within the time period specified in the license agreement. However, these rights will not affect your right to operate your Tea Shops under the TPTEA Trademarks or use the TPTEA Trademarks under the terms of the Franchise Agreement.

There are no material determinations, proceedings or litigation which would affect your right to use the TPTEA Trademarks other than as may be stated in this Disclosure Document. We do not know of any superior prior rights or any infringing use that could materially affect your use of our TPTEA Trademarks other than as may be stated in this Disclosure Document. There are no effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, or any state trademark administrator or any court. There is no pending infringement, opposition or cancellation of the TPTEA Trademarks and no pending material litigation involving the principal TPTEA Trademarks other than as may be stated in this Disclosure Document.

You must notify us immediately when you learn about an infringement of or challenge to your use of our TPTEA Trademarks. We will take the action we think appropriate. We have the right to control all administrative proceedings or litigation involving our TPTEA Trademarks. In the event we undertake the defense or prosecution of any such proceeding or litigation, you agree to execute any and all documents and do such acts and things as may be necessary, in the opinion of our counsel, to carry out such defense or prosecution.

You must modify or discontinue the use of a TPTEA Trademark if we modify or discontinue it. If this happens, we are not required to reimburse you for your tangible costs of compliance (for example, changing signs). You must not directly or indirectly contest our right to our TPTEA Trademarks, trade secrets or business techniques that are part of our business.

The Multi-Unit Franchise Rider does not grant you the right to use the TPTEA Trademarks. These rights arise only under a signed Franchise Agreement or Development Franchisee Rights Rider with us.

## **ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

No patents or registered copyrights are material to the franchise. We do, however, claim copyright interests in our training manuals, magazines, posters, toys, pamphlets, brochures, television advertisements and all other printed and pictorial materials that we produce, although these materials have not been registered with the Copyright Office of the Library of Congress. These materials are proprietary and confidential and are considered our property. They may be used by you only as long as you are a franchisee, and only as provided in your Franchise Agreement (and, if applicable, as provided in your Development Franchisee Rights Rider).

You do not receive the right to use an item covered by a patent or copyright unless it is expressly incorporated as proprietary information in our operations manuals. You may use these materials, in the manner we approve, in the operation of your Tea Shop during the term of your Franchise Agreement. However, you may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of, any other person or entity. These materials include any trade secrets, knowledge or know-how, confidential information, advertising, marketing, designs, plans, or methods of operation. This includes information about our sources of supply, and our recommendations on pricing. You may disclose this information to your employees, but only to the extent necessary to operate the business, and then only while your Franchise Agreement is in effect. You must also promptly tell us when you learn about unauthorized uses, or challenges to our uses, of this proprietary information. We are not obligated to take any action, but will respond to this information as we think appropriate. There are no infringing uses known to us, which could materially affect your use of the copyrights.

There is no effective decision, ruling or order of the United States Patent and Trademark Office, Copyright Office of the Library of Congress or any court, which could materially affect the ownership or use of any patents or copyrighted materials. Our right to use or license these patents and copyrighted items is not materially limited by any agreement or known infringing use.

There are no agreements currently in effect, which significantly limit our rights to use, or license the use of, such patents or copyrights in any manner material to you. We may use and incorporate into any TPTEA System, changes and improvements that you or your employees or contractors develop. We do not have an obligation to you or the developer of these changes or improvements in connection with such use.

The Multi-Unit Franchise Rider does not grant you rights to use any intellectual property. These rights arise only under a signed Franchise Agreement with us.

## **ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

You must devote your best efforts to operate and manage the Tea Shop(s) in accordance with the terms and conditions of the Agreements and to promoting and enhancing the sale of the Tea Shops. If you are an individual, you must perform all obligations and conditions as stated in the Agreements, or designate and retain at all times an individual, subject to our approval, to serve as the Principal Operator under the Agreements. If you are a corporation, partnership, or limited

liability company you must hire competent staff to assume primary responsibility for the management of your Tea Shop(s), such individual is not required to have any designated amount of equity interest in the Tea Shop. We will request you to honor the confidentiality and the non-compete clauses as stated in the Franchise Agreement, and recommend that you have your manager or staff sign a confidentiality agreement and a non-compete agreement that offer the same protection as the confidentiality and the non-compete clause as stated in the Franchise Agreement.

At least five (5) of your staff (which includes an on-site supervisor) must complete our training program to our satisfaction. Furthermore, the trained staff then must in turn supervise, train and evaluate the performance of your employees so that they provide competent and efficient service to customers.

You must devote continuous best efforts to the development, management and operation of your business. This means devoting sufficient time and resources to ensure full and complete compliance with your obligations to us, to your customers and to others. The business is a challenging one. It requires and responds to personal attention. It is most important that you personally be involved in all facets of the business. You must be able to organize the business so that our standards of service, quality, and cleanliness are maintained, and you must set standards for your employees to follow. The business requires a firm, personal commitment and, at least initially, may require many long hours. In addition to production skills, you must also understand and be able to perform all of the sales, operations, management and maintenance functions required to ensure successful operation of the business.

#### **ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

We require you to confine your business to the operation of the Tea Shop. You may not conduct any other business or activity at the Tea Shop without our prior written approval. You may only offer or sell products approved by us and you must offer for sale the full menu prescribed by us. We may add, delete or change approved products that you are required to offer from time to time. There are no limits on our right to do so. In offering products for sale, you may only use products, materials, ingredients, supplies, paper goods, uniforms, fixtures, furnishings, signs, equipment approved by us and you must follow methods of product preparation and delivery that meet our requirements.

We impose no customer restrictions on the sale of products at your Tea Shop. You are not permitted to sell or distribute goods or services through the use of the Internet or other electronic communications without our prior written approval.

*[Item 17 begins on next page]*

**ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION  
THE FRANCHISE RELATIONSHIP**

**THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.**

<b>Provision</b>	<b>Articles in the Franchise Agreement</b>	<b>Summary</b>
a. Length of the franchise term	Article 1 of the Franchise Agreement; Section 3 of the Multi-Unit Franchise Rider; Section 10 of the Development Franchisee Rights Rider	For each Tea Shop, the operating term is 6 years, unless renewed in accordance with the terms of the Franchise Agreement.  Multi-Unit Franchise Rider term depends on development obligations.  Development Franchisee Rights Rider term depends on development obligations
b. Renewal or extension of the term	Article 1	If you desire to renew the operating term for any Tea Shop, you must notify us in writing no less than six (6) months but no more than one year before expiration of the relevant operating term.
c. Requirements for franchisee to renew or extend	Article 1	The operating term of a Tea Shop may be renewed for 5 years if the franchisee is graded A on its renewal assessment form and 3 years if the franchisee is graded B on its renewal assessment form. If franchisee is graded C, the operating term shall not be extended. Specifically, we have the right to enter into a new agreement according to the then-current terms and conditions, therefore the renewal may require you to sign agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	Not Applicable	You may terminate the agreement upon any grounds available by law.
e. Termination by franchisor without cause	Not Applicable	We do not have the right to unilaterally terminate the Agreements.
f. Termination by franchisor with “cause”	Articles 3, 10 and 24 of Franchise Agreement; Section 7 of the Multi-Unit Franchise Rider; Section 11 of Development Franchisee Rights Rider	We may terminate the Franchise Agreement by providing a prior 30-days written notification if you fail to timely cure a default that may be cured under the Agreement or any agreements with any of our affiliates.  We may terminate the Multi-Unit Franchise Rider by providing written notice if you do not meet your development obligations. While termination of the Multi-Unit Franchise Rider

<b>Provision</b>	<b>Articles in the Franchise Agreement</b>	<b>Summary</b>
		<p>does not impact any then-effective franchise agreement, termination of the Franchise Agreement entitles us to terminate the Multi-Unit Franchise Rider.</p> <p>While termination of the Development Franchisee Rights Rider does not impact any then-effective franchise agreement, termination of the Franchise Agreement entitles us to terminate the Development Franchisee Rights Rider.</p>
g. “Cause” defined – curable defaults	Article 24 of the Franchise Agreement; Section 7 of the Multi-Unit Franchise Rider; Section 11 of the Development Franchisee Rights Rider	<p>Except where your state’s law may provide otherwise or, except as stated in section h of this table and in the Franchise Agreement, all defaults must be cured within 30 business days after notice. Cure periods may be extended or provided if required by law.</p> <p>We may terminate the Multi-Unit Franchise Rider by providing written notice if you do not meet your development obligations. While termination of the Multi-Unit Franchise Rider does not impact any then-effective franchise agreement, termination of the Franchise Agreement entitles us to terminate the Multi-Unit Franchise Rider.</p> <p>While termination of the Development Franchisee Rights Rider does not impact any then-effective franchise agreement, termination of the Franchise Agreement entitles us to terminate the Development Franchisee Rights Rider.</p>
h. “Cause” defined – non-curable defaults	Article 3, 9, 10 and 24 of the Franchise Agreement; Section 7 of the Multi-Unit Franchise Rider; Section 11 of the Development Franchisee Rights Rider	<p>The following defaults cannot be cured by you: you cease operation, close business, apply for dissolution or liquidation, become insolvent, you grant sublicenses without our consent; you challenge the validity of the Trademarks, trade names, service logos, graphic configurations, emblems, apparels and designs of the TPTEA System; violate confidentiality obligations; or repeated violations.</p> <p>We have the right to terminate the Multi-Unit Franchise Rider if you do not meet development schedule or other obligations or if Franchise Agreement or another franchise agreement between us and you (or your affiliated entity) is</p>

<b>Provision</b>	<b>Articles in the Franchise Agreement</b>	<b>Summary</b>
		<p>terminated by us for cause or by you for any or no reason. However, termination of the Multi-Unit Franchise Rider does not impact any then-effective franchise agreement.</p> <p>We have the right to terminate the Development Franchisee Rights Rider if you do not meet development schedule or other obligations or if Franchise Agreement or another franchise agreement between us and you (or your affiliated entity) is terminated by us for cause or by you for any or no reason. However, termination of the Development Franchisee Rights Rider does not impact any then-effective franchise agreement.</p>
i. Franchisee's obligations on termination/nonrenewal	Articles 5, 6, 9, 10 21 and 2	<p>Upon expiration or termination of the Agreements, you must immediately pay us all unpaid Initial Franchise Fees or any amount due (including applicable liquidated damages), without reduction or offset, even if you did not open any or all of the Tea Shops; all rights granted pursuant to the Agreements shall cease immediately without further notice; cease use of all TPTEA Trademarks; you shall co-operate with us in the cancellation of any licenses or registrations registered with you or under your name, if any, and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; you shall return to us promptly, at your sole expense, all records and copies of promotional materials or objects in its possession relating to the TPTEA System, and of any information of a confidential nature communicated to you by us or our affiliates pursuant to, in connection with, or arising from this Agreement.</p>
j. Assignment of contract by franchisor	Not Applicable	<p>We do not have the right to assign the Agreement.</p>
k. "Transfer" by franchisee – definition	Article 1	<p>Without our prior written consent, none of your shareholders can transfer shares in the franchisee to any third party. .</p>
l. Franchisor approval of transfer by franchisee	Article 1 of the Franchise Agreement; Section 6 of the Multi-Unit Franchise Rider; Section 12 of the Development	<p>You do not have the right to transfer the Agreement.</p> <p>You do not have the right to transfer the Multi-Unit Franchise Rider.</p>

<b>Provision</b>	<b>Articles in the Franchise Agreement</b>	<b>Summary</b>
	Franchisee Rights Rider	You do not have the right to transfer the Development Franchisee Rights Rider.
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Article 22	You agree that during the term of this Agreement, or during any Renewal Term, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any business that compete directly with the Tea Shop.
r. Non-competition covenants after the franchise is terminated or expires	Article 22	You agree that you will not, for a period of 2 years after the expiration or termination of this Agreement, or after the expiration or termination of any Renewal Term, regardless of the cause of termination, or within 2 years of the sale of the Tea Shop or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any business in the Tea Shop's Territory that compete directly with the Tea Shop. The Agreements contain a covenant not to compete which extends beyond the termination of the franchise.
s. Modification of the franchise agreement	Article 26	The Agreements may only be modified by the parties in writing.
t. Integration/merger clause	Article 32 of the Franchise Agreement; Section 8 of the Multi-Unit Franchise Rider	Only the terms of the Franchise Agreements and other related agreement are binding (subject to applicable state law). Nothing in these agreements, however, is intended to disclaim the representations we made in this franchise Disclosure Document that we furnished to you.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable.
v. Choice of forum	Article 24	Litigation must be in Taiwan.
w. Choice of law	Article 24	Law of the Republic of China (Taiwan) applies (subject to applicable state law).

Note 1. The provision of the Agreements that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Article 101 et seq.).

Note 2. Any state specific disclosure, if any, appear in Exhibit D.

## **ITEM 18: PUBLIC FIGURES**

We do not use any public figure to promote our franchise. Although the Franchise Agreement does not prohibit you from using a public figure in promotion or advertising, we must approve any public figure, media, time and text that you propose to use.

## **ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Franchise Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mr. Eric Chao, Manager, at No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.) , 886-4-2389-6909 Ext. 524, [intl@tp-tea.com](mailto:intl@tp-tea.com), the Federal Trade Commission, and the appropriate state regulatory agencies.

*[Item 20 begins on next page]*

## ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

**Table 1**  
**Systemwide Outlet Summary for Year 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the year	Outlets at the End of the Year	Net Change
Franchised	2022	6	9	+3
	2023	9	12	+3
	2024	12	16	+4
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlet	2022	6	9	+3
	2023	9	12	+3
	2024	12	16	+4

**Table 2**  
**Transfer of Outlets from Franchisees to New Owners (Other than the Franchisor) for Year 2022 to 2024**

State	Year	Number of Transfer
TOTAL	2022	0
	2023	0
	2024	0

**Table 3**  
**Status of Franchised Outlets for Year 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisors	Ceased Operations – Other Reasons	Outlets at End of the Year
CA	2022	3	3	0	0	0	0	6
	2023	6	1	0	0	0	0	7
	2024	7	3	0	0	0	0	10
WA	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
TX	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisors	Ceased Operations – Other Reasons	Outlets at End of the Year
NY	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Total	2022	6	3	0	0	0	0	9
	2023	9	3	0	0	0	0	12
	2024	12	4	0	0	0	0	16

**Table 4**  
**Status of Company-owned for Year 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

**Table 5**  
**Projected New Franchised Outlets as of December 31, 2024**

State	Franchise Agreements Signed but Outlets not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-owned Outlets in the Next Fiscal Year
California	0	2	0
Washington	0	1	0
<u>New York</u>	0	1	0
Total	0	4	0

The list of franchisees as of December 31, 2024 is included in Exhibit G. As of the date of this Disclosure Document we do not have any Development Franchisees.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict their ability from discussing with you their experience as a franchisee in the TPTEA System. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There is no trademark specific franchise organization associated with the TPTEA System.

## **ITEM 21: FINANCIAL STATEMENT**

Attached as Exhibit A are the audited financial statements of TPTEA USA Inc. as of December 31, 2022, December 31, 2023 and December 31, 2024, and the unaudited financial statements of TPTEA USA Inc. as of March 31, 2025.

## **ITEM 22: CONTRACT**

The Following Agreements are exhibits to this Disclosure Documents:

Exhibit B	Franchise Agreement
Exhibit B-1	Development Franchisee Rights Rider to Franchise Agreement
Exhibit B-2	Multi-Unit Franchise Rider to Franchise Agreement
Exhibit C	Directory of Administrative Agencies
Exhibit D	State-Specific Addenda to the Franchise Disclosure Document and Franchise Agreement
Exhibit E	Acknowledgment Addendum to Franchise Agreement
Exhibit F	Form of General Release

## **ITEM 23: RECEIPT**

Exhibit H contains detachable documents acknowledging your receipt of the Disclosure Document.

**Exhibit A**  
**Financial Statements**



A PCAOB Registered CPA Firm

# TPTEA USA INC.

## Financial Statements

As of and for the Years Ended  
December 31, 2024, 2023 and 2022

With Independent Auditor's Report

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## Independent Auditor's Report

Board of Directors  
TPTEA USA INC.  
Taichung City, Taiwan (R.O.C.)

### *Opinion*

We have audited the financial statements of TPTEA USA INC. (the Company), which comprise the balance sheets as of December 31, 2024, 2023 and 2022, and the related statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### *Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*Simon & Edward, LLP*

Rowland Heights, California

March 21, 2025

<u>December 31,</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>
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**ASSETS****Current Assets:**

Cash	\$ 1,745,742	\$ 1,176,919	\$ 905,436
Accounts receivable	39,075	27,877	23,331
Prepaid expenses	1,725	40,414	16,934
Other current assets	29,622	32,860	27,826
Total current assets	<b>1,816,164</b>	1,278,070	973,527
<b>Non-Current Assets:</b>			
Deferred tax assets	82,047	52,555	35,691
Other non-current assets	49,801	79,078	44,961
Total non-current assets	<b>131,848</b>	131,633	80,652
<b>Total asset</b>	<b>\$ 1,948,012</b>	\$ 1,409,703	\$ 1,054,179

**LIABILITIES AND STOCKHOLDER'S EQUITY****Current Liabilities:**

Other payable and accrued liabilities	\$ 23,661	\$ 10,710	\$ 32,285
Unearned revenue	96,451	98,588	70,838
Income tax payable	8,482	8,891	-
Total current liabilities	<b>128,594</b>	118,189	103,123

**Non-current Liabilities:**

Security deposit – non-current	200,000	150,000	100,000
Unearned revenue – non-current	348,563	187,329	134,312
Total non-current liabilities	<b>548,563</b>	337,329	234,312
<b>Total liabilities</b>	<b>677,157</b>	455,518	337,435

**Stockholder's Equity**

Common stock, no par value; authorized, issued and outstanding 40,000 shares	<b>400,000</b>	400,000	400,000
Retained earnings	<b>870,855</b>	554,185	316,744
Total stockholder's equity	<b>1,270,855</b>	954,185	716,744
<b>Total liabilities and stockholder's equity</b>	<b>\$ 1,948,012</b>	\$ 1,409,703	\$ 1,054,179

*See accompanying notes to financial statements*

**TPTEA USA INC.****Statements of Income*****For the Year Ended December 31,******2024******2023******2022***

Revenue	\$	<b>534,794</b>	\$	431,334	\$	292,383
Cost of revenue		<b>(32,770)</b>		(29,959)		(23,610)
Gross profit		<b>502,024</b>		401,375		268,773
Selling, general and administrative expenses		<b>(75,681)</b>		(81,082)		(55,093)
Operating income		<b>426,343</b>		320,293		213,680
Income before income tax		<b>426,343</b>		320,293		213,680
Income tax expenses		<b>(109,673)</b>		(82,852)		(49,630)
<b>Net Income</b>	\$	<b>316,670</b>	\$	237,441	\$	164,050

*See accompanying notes to financial statements*

**TPTEA USA INC.**

**Statements of Changes in Stockholder's Equity**

<u>Common Stock</u>					Total Stockholder's Equity	
	Shares Issued	Amount	Additional Paid-in Capital	Retained Earnings		
Balance as of December 31, 2021	40,000	\$ 400,000		- \$ 152,694	\$ 152,694	552,694
<u>Net income</u>	-	-		-	164,050	164,050
Balance as of December 31, 2022	40,000	400,000		- 316,744	316,744	716,744
<u>Net income</u>	-	-		-	237,441	237,441
Balance as of December 31, 2023	40,000	400,000		- 554,185	554,185	954,185
<u>Net income</u>	-	-		-	316,670	316,670
<b>Balance as of December 31, 2024</b>	<b>40,000</b>	<b>\$ 400,000</b>		<b>- \$ 870,855</b>	<b>\$ 870,855</b>	<b>1,270,855</b>

*See accompanying notes to financial statements*

**TPTEA USA INC.**

**Statements of Cash Flows**

**For the Year Ended December 31,** **2024** **2023** **2022**

**Cash flows from operating activities:**

Net income	\$ 316,670	\$ 237,441	\$ 164,050
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Deferred income tax	(29,492)	(16,864)	7,611
Change in assets and liabilities:			
Account receivable	(11,198)	(4,546)	(8,822)
Prepaid expense	38,689	(23,480)	39,650
Other current assets	3,238	(5,034)	(4,216)
Other non-current assets	29,277	(34,117)	23,611
Other payable	12,951	(21,575)	19,300
Other payable – related party	-	-	(133,320)
Income tax payable	(409)	8,891	-
Security Deposit	50,000	50,000	-
Unearned revenue	159,097	80,767	(70,900)
Net cash provided by operating activities	<b>568,823</b>	271,483	36,964

**Cash flows from investing activities:**

Net cash provided by investing activities	-	-	-
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**Cash flows from financing activities**

Net cash provided by financing activities	-	-	-
<b>Net increase in cash</b>	<b>568,823</b>	271,483	36,964
<b>Cash – beginning of period</b>	<b>1,176,919</b>	905,436	868,472
<b>Cash – end of period</b>	<b>\$ 1,745,742</b>	\$ 1,176,919	\$ 905,436

Supplemental disclosure of cash flow information:

**Cash paid during the year for:**

Income taxes	\$ 100,945	\$ 113,654	\$ 6,584
Interest	\$ -	\$ -	\$ -

*See accompanying notes to financial statements*

## 1. PRESENTATION AND NATURE OF OPERATIONS

TPTEA USA INC. (hereinafter “the Company”) is a Delaware corporation that was incorporated on February 27, 2018. The Company is 100% owned by a single shareholder, TPTEA Co., Ltd., a Taiwanese corporation (the “Parent company”).

The Company’s principal operations are to grant franchises to operate TPTEA beverage retail stores, major in selling tea-related beverages, and provide technical support, business strategy, marketing, and certain trademarks to its franchisees. The Company plans to generate income through the margin on the initial franchise fees and royalties collected from franchisees and service fees paid to the Parent Company. The trademarks of TPTEA stores owned by the Parent company are granted to the Company’s use in the United States.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### *Basis of Accounting*

The accounting and reporting policies of the Company are in accordance with accounting principles generally accepted in the United States of America (“US GAAP”), which is based on the accrual method of accounting.

### *Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ materially from those estimates.

### *Revenue Recognition*

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* ("Topic 606"). ASU 2014-09 replaces substantially all existing revenue recognition guidance with a single, comprehensive revenue recognition model that requires a company to recognize revenue to depict the transfer of promised goods and services to customers at the amount to which it expects to be entitled in exchange for transferring those goods or services. On January 1, 2019, the Company adopted Topic 606 using the modified retrospective method applied to those contracts which were not completed as of January 1, 2019. Results for reporting periods beginning on January 1, 2019, are presented under Topic 606, while prior period amounts are not adjusted and continue to be reported in accordance with our historic accounting under Topic 605. The adoption of ASC 606 did not impact the Company’s previously reported financial statements in any prior period nor did it result in a cumulative-effect adjustment to retained earnings.

Topic 606 changed the timing of recognition of initial franchise fee revenue from franchisees. Previously, the Company’s accounting policy was to recognize initial franchise fee revenue when earned, which is generally when a new store opens. Under Topic 606, the initial franchise services are not considered distinct from the continuing franchise services as they would not transfer a benefit to the franchisee directly without the use of the franchise license and should be bundled with the franchise license as a single performance obligation. As a result, the Company recognizes initial and renewal franchise fees on a straight-line basis over the term of the franchise agreement, which is usually 6 years.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Topic 606 also changed the presentation of certain fees charged to franchisees, primarily advertising fees. Previously, there was diversity in practice and advertising fees charged to franchisees were recorded as a reduction to advertising expense, which is classified within operating expenses in the statements of earnings. Topic 606 resulted in the presentation of advertising fees charged to franchisees to be reported as franchise royalties and fee revenue in the statements of earnings, instead of a reduction to advertising expense.

### *Adoption of New Accounting Standards*

In September 2022, the FASB issued ASU 2022-04, "Liabilities – Supplier Finance Programs (Subtopic 405-50): Disclosure of Supplier Finance Program Obligations," which requires that an entity that uses a supplier finance program in connection with the purchase of goods or services disclose information about the program's nature, activity during the period, changes from period to period, and potential magnitude. The Company adopted this standard for annual periods on a retrospective basis beginning January 1, 2023. The Company also adopted the amendment on rollforward information, which became effective prospectively for annual periods beginning January 1, 2024. The adoption of this guidance modified the Company's disclosures and will modify its annual disclosures for the rollforward information in 2024, but did not have an impact on its financial position and results of operations.

### *Accounting Standards Issued but Not Yet Adopted*

ASUs issued but not yet adopted were assessed and determined to be not applicable or are not expected to have a material impact on the Company's financial statements or financial statement disclosures.

### *Cash and Cash Equivalents*

For purposes of reporting the statements of cash flows, the Company considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

### *Income Taxes*

The Company accounts for income taxes under ASC topic 740, Income Taxes, ASC topic 740 defines an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's financial statements or tax returns. ASC topic 740 further requires that a tax position must be more likely than not to be sustained before being recognized in the financial statements, as well as the accrual of interest and penalties as applicable on unrecognized tax positions.

Deferred income taxes are recognized for the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax payable for the period, if any, and the change during the period in deferred tax assets and liabilities.

Valuation allowance is recorded when it is more likely than not that some portion or all the deferred income tax assets will not be realized. Income tax expense is the tax payable or refundable for the period plus or minus the change during the period in deferred income taxes.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In the normal course of business, the Company is subject to examination by taxing authorities. With few exceptions, the Company is no longer subject to U.S. federal income tax examinations for years before 2021 or state income tax examinations for years before 2020.

## 3. INCOME TAXES

Income tax expenses consisted of the following for the years ended December 31, 2024, 2023, and 2022.

Year ended December 31, 2024	Federal	State	Total
<u>Current</u>	\$ 113,736	\$ 25,429	\$ 139,165
<u>Deferred</u>	(29,443)	(49)	(29,492)
<b>Total income tax expense</b>	<b>\$ 84,293</b>	<b>\$ 25,380</b>	<b>\$ 109,673</b>

Year ended December 31, 2023	Federal	State	Total
Current	\$ 72,895	\$ 26,821	\$ 99,716
Deferred	(11,213)	(5,651)	(16,864)
<b>Total income tax expense</b>	<b>\$ 61,682</b>	<b>\$ 21,170</b>	<b>\$ 82,852</b>

Year ended December 31, 2022	Federal	State	Total
Current	\$ 32,570	\$ 9,449	\$ 42,019
Deferred	9,075	(1,464)	7,611
<b>Total income tax expense</b>	<b>\$ 41,645</b>	<b>\$ 7,985</b>	<b>\$ 49,630</b>

Significant components of the Company's deferred tax assets and liabilities for income taxes on December 31, 2024, 2023 and 2022 consisted of the following:

December 31, 2024	Federal	State	Total
<b>Non-current deferred tax assets</b>			
Prepaid Expense	\$ (362)	\$ (60)	\$ (422)
Prepaid Franchise Cost	(27,782)	(4,203)	(31,985)
Unearned revenue	93,453	15,473	108,926
State taxes	5,528	-	5,528
<b>Valuation allowance</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Deferred tax assets</b>	<b>\$ 70,837</b>	<b>\$ 11,210</b>	<b>\$ 82,047</b>

December 31, 2023	Federal	State	Total
<b>Non-current deferred tax assets</b>			
Prepaid Expense	\$ (375)	\$ (92)	\$ (467)
Prepaid Franchise Cost	(23,467)	(3,488)	(26,955)
Unearned revenue	60,043	14,742	74,785
State taxes	5,192	-	5,192
<b>Valuation allowance</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Deferred tax assets</b>	<b>\$ 41,393</b>	<b>\$ 11,162</b>	<b>\$ 52,555</b>

December 31, 2022	Federal	State	Total
Non-current deferred tax assets			
Prepaid Expense	\$ (238)	\$ (38)	\$ (276)
Prepaid Franchise Cost	(14,361)	(1,252)	(15,613)
Unearned revenue	43,082	6,801	49,883
State taxes	1,697	-	1,697
Valuation allowance	-	-	-
Total Deferred tax assets	\$ 30,180	\$ 5,511	\$ 35,691

#### 4. CONCENTRATION OF CREDIT RISK

##### *Cash*

The Company maintains cash in one account within a financial institution. The standard insurance amount is \$250,000 per depositor under the FDIC's general deposit insurance rules. As of December 31, 2024, 2023 and 2022, uninsured cash balance was \$1,495,742, \$926,919, and \$655,436.

##### *Major customers*

The Company has either three or four major customers, each of which represented 10% or more of the total sales of the Company. Revenue and accounts receivable from the customers for the years ended and as of December 31, 2024, 2023 and 2022 are as follows:

Year ended and as of December 31,	Initial Franchise Fee	Royalty Fee	Total Revenue	Accounts Receivable
<b>2024</b>				
Customer A	\$ -	276,484	\$ 276,484	\$ 26,326
Customer B	37,503	63,430	100,933	6,294
Customer C	40,900	54,873	95,773	3,599
Customer D	27,500	34,104	61,604	2,856
<b>Total</b>	<b>\$ 105,903</b>	<b>428,891</b>	<b>\$ 534,794</b>	<b>\$ 39,075</b>
<b>2023</b>				
Customer A	\$ -	237,578	\$ 237,578	\$ 17,937
Customer B	30,000	43,538	73,538	3,962
Customer C	40,900	59,669	100,569	4,661
<b>Total</b>	<b>\$ 70,900</b>	<b>340,785</b>	<b>\$ 411,685</b>	<b>\$ 26,560</b>
<b>2022</b>				
Customer A	\$ -	138,784	\$ 138,784	\$ 17,048
Customer B	30,000	21,054	51,054	2,161
Customer C	40,900	61,645	102,545	4,122
<b>Total</b>	<b>\$ 70,900</b>	<b>221,483</b>	<b>\$ 292,383</b>	<b>\$ 23,331</b>

#### 5. EQUITY

On July 5, 2018, the Company issued 40,000 no par common shares for cash in an amount of \$400,000.

## 6. RELATED PARTY TRANSACTIONS

The Company entered into a service agreement with its parent company, TPTEA CO. LTD. ("the Parent Company"), on January 15, 2020. The initial term of the agreement was one year, with subsequent annual renewals. Per the terms of the agreement, the Company is obligated to remit monthly service fees totaling \$1,600, amounting to an annual fee of \$19,200 for 2022. On January 5, 2023, a revised agreement was executed, adjusting the monthly service fees to \$2,000, resulting in an annual fee of \$24,000 for both 2024 and 2023. The services include all kinds of relevant administrative fees for franchise business operations. These services are provided by the Parent company which is a legally registered company in Taiwan. The service fee amounted to \$24,000, \$24,000, and \$19,200 for the years ended December 31, 2024, 2023, and 2022, respectively.

On December 31, 2021, the Company entered into two training and store-opening support agreements with the Parent Company, pertaining to different area franchise businesses. The duration of each agreement aligns with the respective original franchise terms. Pursuant to these agreements, the Company incurred training and store-opening support fees totaling \$77,760 and \$55,560. These fees amounted to \$23,610, \$23,610, and \$23,610 for the fiscal years ending December 31, 2024, 2023, and 2022, respectively.

On April 24, 2023, the Company executed a training and store-opening support agreement for another area franchise business with the Parent Company, following the terms stipulated in the original franchise agreement. Under this agreement, the Company is obligated to remit training and store-opening support fees totaling \$42,768 and \$30,558. For the fiscal years ending December 31, 2024, 2023, and 2022, these fees amounted to \$9,160, \$6,349, and \$ Nil, respectively.

Additionally, on December 30, 2024, the Company executed a training and store-opening support agreement for another area franchise business with the Parent Company, following the terms stipulated in the original franchise agreement. Under this agreement, the Company is obligated to remit training and store-opening support fees totaling \$33,429 and \$19,887. For the fiscal years ending December 31, 2024, 2023, and 2022, these fees amounted to \$ Nil, \$ Nil, and \$ Nil, respectively.

For the years ended December 31, 2024, 2023, and 2022, the Parent company entered into a franchise agreement with TPLIN INC, granting the franchisee the right to use the trademarks, copyright, patents, slogans, signs, logos, color designs, or other corporate symbols as well as the trade secret, techniques, and know-how initiativelly provided by the Parent company for the exclusive purpose of operating the franchise business in California (the "Store"). Before the approval of the 2024 Franchise Disclosure Document (FDD), the Parent company internally transferred the franchise operating rights to the Company without charging any royalty cost.

## 7. SUBSEQUENT EVENTS

ASC 855 "Subsequent Events" establishes management to evaluate events and transactions that may occur for potential recognition and disclosure in the financial statement after the balance sheet date through the date the financial statements are available to be issued and determines the circumstances under which such events or transactions must be recognized in the financial statements.

The Company has evaluated subsequent events through the date the financial statements were available to be issued. Management does not believe any subsequent events have occurred that would require further disclosure or adjustment to the financial statements.

**UNAUDITED FINANCIAL STATEMENTS**

**TPTEA USA INC.**  
**Balance Sheet**  
**As of March 31, 2025**

	<u>Total</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
<b>Checking - 2153</b>	<u>1,834,876.15</u>
<b>Total Bank Accounts</b>	<u>\$ 1,834,876.15</u>
<b>Other Current Assets</b>	
<b>Deferred Tax Asset</b>	82,046.46
<b>Deposits</b>	444.00
<b>Prepaid Expenses</b>	924.08
<b>Prepaid Franchise Cost - current</b>	<u>21,541.99</u>
<b>Total Other Current Assets</b>	<u>\$ 104,956.53</u>
<b>Total Current Assets</b>	<u>\$ 1,939,832.68</u>
<b>Other Assets</b>	
<b>Prepaid Franchise Cost - non-current</b>	<u>49,356.99</u>
<b>Total Other Assets</b>	<u>\$ 49,356.99</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,989,189.67</u>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
<b>Accounts Payable (A/P)</b>	<u>10.00</u>
<b>Total Accounts Payable</b>	<u>\$ 10.00</u>
<b>Other Current Liabilities</b>	
<b>Deposits Received</b>	200,000.00
<b>Income Tax Payable</b>	8,482.31
<b>Unearned Revenue - Current</b>	<u>69,352.37</u>
<b>Total Other Current Liabilities</b>	<u>\$ 277,834.68</u>
<b>Total Current Liabilities</b>	<u>\$ 277,844.68</u>
<b>Long-Term Liabilities</b>	
<b>Unearned Revenue</b>	<u>348,564.32</u>
<b>Total Long-Term Liabilities</b>	<u>\$ 348,564.32</u>
<b>Total Liabilities</b>	<u>\$ 626,409.00</u>
<b>Equity</b>	
<b>Common Stock</b>	400,000.00
<b>Retained Earnings</b>	870,854.37
<b>Net Income</b>	<u>91,926.30</u>
<b>Total Equity</b>	<u>\$ 1,362,780.67</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u>\$ 1,989,189.67</u>

# TPTEA USA INC.

## Profit and Loss

January - March, 2025

	<u>Total</u>
<b>Income</b>	
Franchise Fee Income	27,098.91
Royalty Income	<u>73,788.58</u>
<b>Total Income</b>	<b>\$ 100,887.49</b>
<b>Cost of Goods Sold</b>	
Cost of Sales	<u>8,080.22</u>
<b>Total Cost of Goods Sold</b>	<b>\$ 8,080.22</b>
<b>Gross Profit</b>	<b>\$ 92,807.27</b>
<b>Expenses</b>	
Bank Charges & Fees	80.00
Rent & Lease	<u>800.97</u>
<b>Total Expenses</b>	<b>\$ 880.97</b>
<b>Net Operating Income</b>	<b>\$ 91,926.30</b>
<b>Net Income</b>	<b>\$ 91,926.30</b>

**Exhibit B**  
**Franchise Agreement**

Shop Number: \_\_\_\_\_

Shop Address: \_\_\_\_\_



茶湯會美國股份有限公司

加盟契約書

TPTEA USA INC.

Franchise Agreement

本加盟契約（本「契約」）係由依德拉瓦州法律設立之股份有限公司茶湯會美國股份有限公司，其主要營業據點為 919 North Market Street, Suite 950 Wilmington, DE 19801（以下稱「授權人」），及依法律設立之\_\_\_\_，其主要營業據點為 \_\_\_\_（以下稱「被授權人」）於\_\_\_\_（以下稱「生效日」）所簽訂。

This Franchise Agreement (hereinafter, this "Agreement") is made and entered into this date of \_\_\_\_ (hereinafter, the "Effective Date") by and between TPTEA USA INC., a corporation organized and existing under the laws of Delaware with a principal place of business at 919 North Market Street, Suite 950 Wilmington, DE 19801 (hereinafter, the "Franchisor") and \_\_\_, a company organized and existing under the laws of \_\_\_\_ with a principal place of business at \_\_\_\_ (hereinafter, the "Franchisee").

於本契約中，授權人與被授權人個別稱為一方，合稱為雙方。

Franchisor and Franchisee are hereafter individually referred as "Party" and collectively as "Parties".

緣授權人之母公司，茶湯會股份有限公司(以下稱「母公司」)，秉持傳承中國唐宋飲茶文化及「以茶聚會」、「以茶宴會友」之精神，於

2005 年 7 月於臺灣臺中創立「茶湯會」品牌。授權人融合累積數十年來的調茶技術，以專業高質感的形象，於臺灣茶飲市場經營「茶湯會」品牌。

Whereas, in the spirit of inheriting the culture of “Gathering with Tea” and “Meeting Friends at Tea Party” in the Tang and Song dynasties, Franchisor’s parent company, the TPTEA CO., LTD. (hereinafter, the “Parent Company”), has established the brand of “TPTEA” in Taichung, Taiwan in July 2005. Integrating decades of tea preparation technique, Franchisor has operated under the “TPTEA” brand with an image of being a professional high-quality brand in the Taiwan tea market.

緣，經母公司合法授權，授權人擁有“TPTea®”“茶湯會®”“®”或其他標示及標誌之使用及再授權（以下稱「茶湯會商標」）；

Whereas, being licensed by our Parent Company, the Franchisor owns the right to use and sub-license the trademarks “TPTea®”, “茶湯會®”, “®”, or other marks and logos (hereinafter, the “TPTEA Trademarks”);

緣，授權人擁有發展及營運茶湯會營業店鋪獨特系統之進階技術、管理系統、創新產品發展及獨創系統，以及獨創之營業店鋪(如下定義)經營模式、具有特色之裝潢、設備、室內及外觀設施、顏色系統、存貨及會計系統，以及授權人及授權人關係企業就以上系統及設備所為之變更、改進及發展（以下稱「茶湯會系統」）

Whereas, the Franchisor possesses advanced technique, management system, continuous and innovative product development, and knowledge in relation to a unique and distinctive system relating to the development and operation of TPTEA Store (defined below) establishment with unique product lines, distinctive fixtures, equipment, interior and exterior accessories, color scheme, inventory and accounting system, of which may be changed, improved, and

further developed by Franchisor or Franchisor's affiliates from time to time (hereinafter, the "TPTEA System");

緣，授權人經營授權有限之權利予第三人以發展、管理及維護茶湯會系統之業務；並尋求得以發展、設立及營運使用茶湯會商標及茶湯會系統之營業店鋪（以下稱「營業店鋪」）；提供獨特之茶飲，搭配之食品、使用茶湯會系統之茶湯會商標、商業名稱、服務標章、繪圖設計、標誌、服飾之紀念品。

Whereas, Franchisor is in the business of granting certain limited rights for third parties to develop, manage and maintain the TPTEA System; and looks for entities capable of developing, launching, and operating stores bearing the TPTEA Trademarks using and under the TPTEA System (hereinafter, each a "Store"); offering unique tea-based drinks, compatible food products, accessories and gifts bearing the TPTEA Trademarks, trade names, service logos, graphic configurations, emblems, apparels and designs of the TPTEA System;

緣，為了將「茶湯會」之品牌及精神進一步推廣至本地之茶飲市場，雙方擬共同合作加盟事業(如下定義)。

Whereas, in order to further promote the brand as well as the spirit of "TPTEA" to the local tea market, both Parties intend to enter into a Franchise Business relationship (defined below).

現雙方以如下之相互承諾及保證為約因，並特此認可已收到完整之約因，而合意如下：

Now, Therefore, the Parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## 第一章 直營授權

### Chapter 1 Grant of Area Franchise Rights

#### 第一條 授權標的、範圍與契約期間

##### Article1 Subject, Scope, and Term

一、本契約自生效日起至開店後六年止（以下稱「初始期間」）內，被授權人得於授權地區，專為利用授權人提供，或授權人核准之供應商提供之生產設備及器具與原物料調製授權人授權銷售之飲料或食品（以下稱「商品品項」）而供應給消費者（以下稱「加盟事業」）之目的範圍內，於嚴格遵守本契約條款及授權人隨時修訂並提供之「品牌識別系統設計規範手冊」（其內容包括但不限於企業形象設計使用規範、輔助色彩、圖形運用及相關文宣、包材使用參考範例）之前提條件，使用如本契約【附件 1】所示之茶湯會商標於尼斯分類第 43 類之服務及授權人提供之其他營業秘密、技術及訣竅（know-how），被授權人並得實施授權人所提供之營業店鋪裝潢設計圖及空間擺設之方式。

1. This Agreement shall be effective from the Effective Date and expire on the end of six (6) years after the Store opens for business to the public (hereinafter, the “Initial Term”). During the Initial Term, exclusively for the purpose to utilize equipment and machinery and raw materials supplied by Franchisor, or suppliers approved by Franchisor to prepare and provide beverage or foods (hereinafter, the “Merchandises”) to customers of the Store located within the Territory (hereinafter, the “Franchise Business”), subject to strict compliance of this Agreement and the Brand Identity System and Design Specification Manual (which content includes but not limited to the corporate image standard, supporting coloring, images, related slogans, and sample packaging) amended and provided by Franchisor from

times to times, Franchisee may use the TPTEA Trademarks specified in Appendix 1 of this Agreement in the services specified in the Class 43 of Nice Classification and other trade secrets, techniques, and know-hows provided by Franchisor; and Franchisee may also adopt the decoration design as well as the manner of space furnishings provided by Franchisor for the Store.

二、授權人為商業經營之需求或因應市場變化，得隨時變更茶湯會商標及「品牌識別系統設計規範手冊」或授權人提供之營業秘密、技術及訣竅（know-how）之授權內容及範圍，變更後之內容亦為本契約之授權標的及範圍。被授權人應於收受授權人書面（含電子郵件）通知後六(6)個月內完成變更或調整，包括但不限於營業店鋪之空間擺設方式、裝潢、或所使用之茶湯會商標、著作、專利、標語、標誌、招牌圖案、顏色搭配或其他企業象徵、配方、調配比例、包裝等，以維持授權人企業形象及品質之一致性，所需費用由被授權人負擔。

2. In compliance with the need of business operation or in response to changes in the market, Franchisor may change the TPTEA Trademarks, the content as described in the Brand Identity System and Design Specification Manual, or the content and scope of the trade secrets, techniques, and know-hows at any time. Any modification shall also be considered part of the scope of the franchise herein granted under this Agreement. Franchisor shall notify Franchisee of any change in writing (including via email), and Franchisee shall accordingly modify or adjust within six (6) months after receipt of notice thereof, including but not limited to the manner of space furnishings of the Store, decoration, TPTEA Trademarks, copyright, patents, slogans, signs, logos, color designs, other corporate symbols, formula, mixing ratio or packaging in

order to maintain the consistency of Franchisor's corporate image and quality. Franchisee shall be responsible for the costs in relation to the abovementioned modification or adjustment.

三、被授權人應親自履行本契約及經營加盟事業，不得將本契約之權利義務轉讓任何第三人，包括但不限於其子公司或關係企業。被授權人保證被授權人公司之股東具備實質及完整之股東權，為真實之股東權人，無須受控或聽從於其他人或為其他人之借名人頭，被授權人並同意提供協助以配合授權人隨時不定期查核上開實質及真實性。違反此項者，授權人有權書面(含電子郵件)通知被授權人立即終止本契約。未經授權人事前書面同意，被授權人之股東不得轉讓被授權人之股權，如有營業秘密外洩之虞或其他可能損及授權人權益之事由，授權人得不同意被授權人股東轉讓被授權人股權予第三人。如被授權人之股東未得授權人事先書面同意，或於授權人表明不同意之後，仍轉讓被授權人之股權予第三人，授權人得立即終止本契約，且被授權人應支付授權人美金壹佰萬元(US\$1,000,000)之懲罰性違約金，如授權人受有其他損害，被授權人應負賠償責任。

3. Franchisee shall by itself perform this Agreement, operate the Franchise Business and shall not transfer the rights and obligations hereunder to any third party, including but not limited to its subsidiaries or affiliates. Franchisee warrants that the shareholders of its company are actual holders of the shares who hold substantial and complete rights of shareholders. None of the shareholders thereof is under control or is required to follow orders of any other person or is a dummy/nominee for another person. Franchisee also agrees to provide assistance so that Franchisor may at any time and from time to time conduct inspection to verify the substance and authenticity of the aforementioned information.

In the event of breach by Franchisee, Franchisor shall be entitled to notify the Franchisee in writing (including via e-mail) to terminate this Agreement immediately. Without prior written consent of the Franchisor, none of Franchisee's shareholders may transfer any shares of the Franchisee to any third party. If there is risk that Franchisor's trade secrets may be disclosed without authorization or Franchisor's rights and benefit may be compromised, Franchisor may disapprove transfer of share of the Franchisee by Franchisee's shareholders to any third party. If without prior written consent of the Franchisor or under disapproval of Franchisee, any shareholder of the Franchisee transfers the Franchisee's any share to any third party, the Franchisor may immediately terminate this Agreement, and the Franchisee shall pay the Franchisor one million United States Dollars (US\$1,000,000) as punitive damage, and Franchisee shall be responsible for any damages and losses that suffered or incurred by Franchisor.

四、如被授權人於本契約初始期間屆滿後欲續約者，應於本契約初始期間屆滿日前不少於六(6)個月但不多於一(1)年，以書面通知授權人。

4. If Franchisee desires to renew the Agreement upon expiration of Initial Term or Extended Term (if applicable), Franchisee shall notify Franchisor in writing not less than six (6) months and not more than one (1) year before the expiration date of Initial Term or Extended Term.

五、續約及續約授權金：本契約得依授權人全權決定之等級，按下列期間續約（以下稱「續約期間」）。授權人於收到前項所述書面通知後，將依本契約【附件 2】所示之續約考核辦法進行評核，評定被授權人之等級以決定續約與否。於得續約之情形，被授權人應依據授權人指示之時間及方法支付授權金 10% 之續約授權金

(以下稱「續約授權金」)，逾期未給付者，續約不生效力：

- A 級：續約五(5)年；
- B 級：續約三(3)年；以及
- C 級：不續約。

5. **Renewal and Renewal Fee:** This Agreement may be renewed for the period as described below in accordance with the level as determined by Franchisor at its sole discretion (hereinafter, the “Renewal Term”). After receiving Franchisee’s written notice as prescribed in the preceding Paragraph, Franchisor will evaluate in accordance with the requirements of Renewal Assessment specified in Appendix 2 of this Agreement, and determine the level of Franchisee so as to decide whether this Agreement is renewable or not. In the event this Agreement is renewable, Franchisee shall duly pay 10% of Franchise Fee as renewal fee (hereinafter, the “Renewal Fee”) in accordance with the time and methods instructed by Franchisor; the renewal will be null and void if Franchisee fails to pay the Renewal fee in time:

Grade A: five (5) years;

Grade B: three (3) years; and

Grade C: the Term shall not be renewed.

六、於本契約，初始期間、展延期間(如有適用)、以及續約期間(如有適用)合稱為本契約期間。

6. In this Agreement, such Initial Term and Extended Term (if applicable) and Renewal Term (if applicable) are collectively referred to herein as the “Term”.

## 第二條 授權人之擔保義務 Article 2 Franchisor’s Warranty

授權人應擔保所授權之茶湯會商標、著作、專利、標語、標誌、

招牌圖案、顏色搭配或其他企業象徵、所提供之營業店舖設計圖、營業秘密、技術及訣竅 (know-how) 均為合法取得並可合法授權予被授權人，且擔保被授權人於授權範圍內使用者，不構成侵害他人之權利。

Franchisor shall warrant that all the granted TPTEA Trademarks, copyright, patents, slogans, signs, logos, color designs or other corporate symbols, Store designs provided as well as trade secrets, techniques, and know-hows are legally obtained by Franchisor and can be lawfully licensed to Franchisee. Franchisor shall also warrant that there will be no infringement of any right of any third party if Franchisee uses the aforementioned information within the scope of the franchise.

### 第三條 保障商圈範圍 Article 3 Protection of Store Area

一、保障商圈範圍為店舖地點半徑 4 英里。授權人同意在保障商圈範圍內依第 1 條所定給予被授權人保障，授權人不得再對他人授權。但被授權人僅於符合(1)簽約後的 12 個月內店舖開幕且區域經營總括性評核達 75 分或以上者，以及(2)契約期間維持店舖營業且區域經營總括性評核達 75 分或以上者，才可保有保障商圈範圍。未符合者，並經授權人書面(含電子郵件)通知後，保障商圈範圍即失其效力，授權人得再將品牌授權他人使用或加盟。

1. The “Territory” shall be the area within a radius of 4 miles from the site of the Store. Franchisor agrees to grant Franchisee the franchise as defined in Article 1 herein within the Territory and shall not grant any third party the same subject. However, only if the Franchisee has (1) established and continued to operate the Store within twelve (12)

months following the signing of this Agreement and consistently obtained equal or more than 75 points per annual evaluation of the Renewal Assessment Report, and (2) consistent obtained equal or more than 75 points per annual evaluation of the Renewal Assessment Report within the Term. If any of the above conditions has not been met, the right of franchise will be terminated upon Franchisor's written notice (including via email) and Franchisor may license the brand or grant the franchise to any third party.

二、於本契約期間內，被授權人如知悉可供開店之地點，應立即將地點告知授權人以供評估，並提供所有關於該地點必要之資訊。被授權人同時應提供一份租約或買賣契約之影本供授權人審閱及留存。授權人會在收到所有關於該地點的文件及資訊後之十(10)個工作日內以書面通知被授權人是否同意於該地點開店。在授權人尚未以書面同意地點以前，被授權人不得於該地點進行工程施作。無論如何，被授權人都必須在簽署本契約後六十(60)個日曆日內提案店點供授權人審閱及複核，並於契約生效日十二(12)個月內開設向大眾營運之營業店鋪，違反此項者授權人有權立即終止本契約並不再另行通知。

2. Once Franchisee becomes aware of an available site during the Term of this Agreement, Franchisee shall submit the site for Franchisor's consideration immediately and provide Franchisor with all required information about the site. Franchisee shall also meanwhile provide a copy of the lease or purchase agreement for Franchisor's review and record. Franchisor will provide Franchisee with written notice of approval or disapproval of the site within ten (10) business days upon receiving all documentation and information related to the site. Franchisee may not begin any construction on the site until Franchisor

has approved such site in writing. In any event, Franchisee shall, within sixty (60) calendar days from the execution of this Agreement, identify and propose the site for the Store, and open the Store for business to the public within twelve (12) months after the Effective Date. If Franchisee fails to comply with either requirement, Franchisor shall be entitled to terminate this Agreement immediately without further notice.

**三、除非授權人事前書面同意，被授權人不得變更營業店鋪位址。本契約並未同意被授權人可於任何其他位址以茶湯會商標營運營業店鋪或販售任何產品或服務。**

3. Franchisee will not relocate the Store without Franchisor's prior written consent. This Agreement does not grant Franchisee the right or license to operate the Store or to offer or sell products or services at or from any other location by utilizing TPTEA Trademarks.

**四、被授權人必須自行取得在營業店鋪位址所在地相關法令或法規所規定之區劃許可。被授權人應在營業店鋪動工前，取得相關許可，以便得以合法動工及裝潢營業店鋪。應被授權人的要求，授權人將提供合理協助，但被授權人必須負擔成本費用。**

4. Franchisee shall be responsible for obtaining all zoning classifications and clearances which may be required by local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Store's site. Prior to the beginning of construction of the Store, Franchisee shall obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Store. Franchisor will render reasonable assistance as requested by Franchisee, at Franchisee's costs and expenses.

### 第三條之一 被授權人再授權他人之限制

#### Article 3-1 Restriction on Sub-Franchise by Franchisee

一、被授權人應以直營方式展店為限。被授權人不得將本契約第一條規定之授權標的，再授權任何第三人使用，包括但不限於其非百分百持有子公司或關係企業。違反此項者授權人有權書面(含電子郵件)通知被授權人立即終止本契約。

1. Franchisee shall establish direct operation Store only. In the event that Franchisee intends to establish the Store through its affiliate, the shares or capital in such affiliate shall be completely, one hundred percent (100%) owned by Franchisee, and a prior written consent by Franchisor for such establishment of the Store is required. Franchisee shall not sub-license the franchise as stipulated in Article 1 of this Agreement to any third party, including but not limited to its subsidiaries or affiliates that are not wholly owned by Franchisee. In the event of breach by Franchisee, Franchisor shall be entitled to notify Franchisee in writing (including via e-mail) to terminate this Agreement immediately.

### 第四條 權利歸屬 Article 4 Rights of the Parties

一、授權人授權被授權人使用之商譽、營業秘密、技術、訣竅(know-how)、茶湯會商標、著作、專利、標語、標誌、招牌圖案、圖形、顏色搭配、旋律、味道或其他企業象徵，及授權人所提供之營業店鋪設計圖、擺設方式，其權利或智慧財產權均歸屬於授權人，而非歸屬於被授權人。

1. Franchisor owns the rights or intellectual property rights in the goodwill, trade secrets, techniques, know-hows, TPTEA Trademarks, copyright, patents, slogans, signs, logos, graphs, color designs, melody, taste, or other corporate symbols granted as well as the Store designs,

the manner of furnishings provided by Franchisor for the use of Franchisee. Franchisee does not own any of the aforementioned rights.

**二、授權人於簽約前之協商過程或履約過程中提供被授權人之著作，包括但不限於：設計圖、技術指導及教育訓練之手冊、講義、簡報之內容，不論係以書面或電子檔案之形式，其著作權仍為授權人所有。**

2. Franchisor owns the copyright in all works provided to Franchisee during the negotiation process prior to execution of this Agreement or during the performance of this Agreement, including but not limited to: design layouts, technical guidance and manuals for education and training, handouts or presentations, whether in writing or in electronic format.

**三、被授權人不得直接、間接或幫助他人將授權人所提供之任何營業秘密、技術、訣竅(know-how)、茶湯會商標、著作、專利、標語、標誌、招牌圖案、圖形、顏色搭配、旋律、味道或其他企業象徵或任何得以成為智慧財產權客體之資訊，於任何國家申請或取得商標權、專利權或智慧財產權或其他具有排他性之權利。被授權人有違反者，應自行撤回或使他人撤回申請案，或自行或使他人將權利無條件轉讓予授權人。**

3. With regard to the trade secrets, techniques, know-hows, TPTEA Trademarks, copyright, patents, slogans, signs, logos, graphs, color designs, melody, taste, other corporate symbols or any information provided by Franchisor which may become a subject of intellectual property rights, Franchisee shall not directly or indirectly apply/register for or assist any third party to apply/register for any trademarks, patents, intellectual property rights or other exclusive rights in any country. In the event of breach by Franchisee, Franchisee

shall withdraw such application on its own or shall request and procure the third party to withdraw the application, or Franchisee shall transfer the rights on its own or request the third party to transfer the right thereof to Franchisor unconditionally.

**四、未得授權人事前書面許可，被授權人不得透過郵件或其他電子媒介，包括網路，使用茶湯會商標以廣告或販售產品或服務。授權人對於有茶湯會商標之任何網路使用的同意權範圍包括：網域名稱及網站網址及網站內容，以及其他網站的連結。只有授權人才有權設立網路首頁並使用茶湯會商標，並且對被授權人規範首頁連結做規範。此外，授權人有權設定被授權人營業店鋪的社群帳戶名稱，包括但不限於臉書粉絲網頁。未經授權人事前書面同意，被授權人不得設定其營業店鋪之社群帳戶名稱。**

4. Franchisee shall not use the TPTEA Trademarks to advertise or sell products or render services through the mail or by any electronic or other medium, including the Internet, without Franchisor's prior written approval. Franchisor's right of approval of any Internet usage of TPTEA Trademarks includes approval of the domain names and Internet addresses, website materials and content, and all links to other sites. Only Franchisor have the sole right to establish an Internet "home page" using any of the TPTEA Trademarks, and to regulate the establishment and use of linked home pages by franchisees. Furthermore, Franchisor shall have the right to set up the social media account name to Franchisee's Store, including, without limitation, a Facebook fan page. Franchisee shall not set up the social media account name to Franchisee's Store without Franchisor's prior written consent.

**五、被授權人認知並同意茶湯會商標之各項著作權及專有權利皆為授**

權人單獨所有。被授權人僅可以於經營位在據點的營業店鋪事務上有使用權，且不得變更茶湯會商標及衍生的標示，或主張對茶湯會商標有著作權或其他智慧財產權。被授權人不得在授權地區或其他任何地區註冊就茶湯會商標的全部或一部註冊，或註冊其他與茶湯會商標有混淆之虞的標示、標誌或設計。除非本契約另有約定，被授權人聲明並保證，任何時候都不得主張其有茶湯會商標的所有權，且不會損害或侵害授權人的智慧財產權，或致使第三人做此主張或為此侵害。

5. Franchisee acknowledges and agrees that all copyrights and other proprietary rights of the TPTEA Trademarks are exclusively owned by Franchisor. Franchisee shall only use such rights for the operation of the Store at the site and shall not change or modify the TPTEA Trademarks or its derivatives, or claim any copyrights or other proprietary rights for the TPTEA Trademarks or its derivatives. Franchisee shall not register, in whole or in part, within the Territory or in any other areas, the TPTEA Trademarks or other trademarks, marks, logos, or designs similar or confusingly similar to the TPTEA Trademarks. Unless stated otherwise in this Agreement, Franchisee represents and warrants that it shall not, at any time, declare that it has any rights or qualification over the TPTEA Trademarks, and shall not cause any damage or infringement to the intellectual property rights of Franchisor, nor shall Franchisee cause any third parties to do the same.

六、被授權人不得使用 TPTEA、TPTEA 或茶湯會，或任何授權人公司名稱、茶湯會商標或任何有混淆之虞的名稱在企業名稱上，有限責任公司或其他組織名稱、電郵地址、電子識別系統或網路網域名稱。例如，被授權人的企業名稱不得包含授權人公司名稱任何一部份或茶湯會商標或變形標示，被授權人也不得將被授權人

的名稱與茶湯會商標連結以廣告被授權人的營業店鋪（例如 John Smith 的茶湯會）。如果授權人認可被授權人可以在被授權人的企業使用茶湯會商標時，例如信頭、發票、訂單、收據或契約，被授權人必須清楚表明被授權人之身份，而被授權人與授權人是各自獨立運作的。

6. Franchisee cannot use the names “TPTEA”, “TPTEA” or “茶湯會”, any of Franchisor's company names, TPTEA Trademarks, or anything confusingly similar as part of a corporate, limited liability company, other entity name, e-mail address, electronic identifier, or internet domain name. For example, Franchisee's business name may not include any of Franchisor's company names or TPTEA Trademarks or any variation of them, and Franchisee may not use Franchisee's name in connection with TPTEA Trademarks in advertising Franchisee's Store (such as “John Smith's TPTEA” or “John Smith's TPTEA”). In all approved uses of the TPTEA Trademarks on Franchisee's business forms such as Franchisee's letterhead, invoices, order forms, receipts, and contracts, Franchisee shall expressly identify itself as a franchisee and specify Franchisee's business as independently owned and operated.

七、如有任何關於茶湯會商標的訴訟產生時，被授權人應該立即通知授權人。如果授權人承受訴訟時，被授權人應簽署所有授權人律師認為必要之文件，以便為授權人在訴訟上答辯。

7. Franchisee shall notify Franchisor promptly of any litigation relating to the TPTEA Trademarks. In the event Franchisor undertake the defense or prosecution of any such litigation, Franchisee shall execute any and all documents and do such acts and things as may be necessary, in the opinion of Franchisor's counsel, to carry out such defense or

prosecution.

八、在生產任何具有茶湯會商標的商品品項前，被授權人應提供相關設計樣本及 3D 立體模型給授權人審核。所有被授權人依本契約欲使用的容器、包裝、標籤、展示材料、行銷材料、目錄或廣告（包括但不限於新聞稿）都應在使用前先提供給授權人書面核准。以上如經授權人核准或同意，並不保證被授權人已符合相關法規。被授權人應確認並確保所有商品品項符合相關法令。如有違反法令之情形，應由被授權人自行負責。

8. Prior to the manufacturing of the Merchandise under the TPTEA Trademarks, Franchisee shall provide the sample of design of such Merchandise and the three-dimensional model thereof for Franchisee's approval. All containers, packages, labels, display materials, promotional materials, catalogs and advertisements (including but not limited to press release) which Franchisee intends to use under the Agreement shall be provided to Franchisor for its written approval prior to the use or utilization thereof. Franchisor's approval or consent does not guarantee that the abovementioned material or model as provided by Franchisee is in compliance with the applicable laws. Franchisee shall confirm and ensure that all Merchandises are in compliance with applicable laws. In the event of violation of any applicable law, Franchisee shall be solely responsible for all liabilities.

## 第五條 授權限制 Article 5 License Limitation

一、被授權人不得於授權地區經營營業店鋪之目的範圍外，或於契約期間屆滿後，或於本契約經終止後，自行或使他人使用或利用授權人所授權之茶湯會商標、著作、專利、標語、標誌、招牌圖案、

顏色搭配或其他企業象徵、營業店鋪設計圖、授權人之技術指導內容、教育訓練手冊內容、營業秘密、技術或訣竅(know-how)，被授權人應於授權人通知後立即拆除、移除及銷毀之。如本契約屆滿或終止時，被授權人即不得自己或使他人生產銷售授權商品。所有授權人所提供之美術設計（包括但不限於顯示圖、圖面或 3D 立體模型）都必須返還給授權人。

1. Franchisee shall not, personally or through any third party, use or utilize the TPTEA Trademarks, copyright, patents, slogans, signs, logo graphs and color designs granted by Franchisor, or other Franchisor's corporate symbols, design layouts, technical guidance and education and training manuals, trade secrets, techniques or know-hows outside the scope and purpose of operating Store in the Territory or after the Agreement is expired or terminated. Franchisee shall dismantle, remove or destroy all aforementioned information provided by Franchisor upon receipt of Franchisor's notice. Upon the expiration or termination of this Agreement, Franchisee shall neither by itself nor authorize others to manufacture or sell the licensed Merchandise. All art designs (including but not limited to any diagrams, drawings or three-dimensional models) provided by Franchisor or created by Franchisee under this Agreement shall be returned to Franchisor.

- 二、除經授權人事前書面同意者外，被授權人不得自己或使他人、幫助他人將授權人所授權之茶湯會商標、著作、專利、標語、標誌、招牌圖案、顏色搭配或其他企業象徵、營業店鋪設計圖、營業秘密、技術或訣竅(know-how)，予以改良或改作，包括但不限於：以授權人提供的配方為基礎予以改良而產生其他口味之飲品、將授權人之圖形著作予以改作而產生之著作。被授權人違反此約定而產生之資訊、衍生之權利或智慧財產權，視為同

意移轉給授權人，授權人取得該資訊及衍生之權利或智慧財產權。

2. Unless otherwise agreed by Franchisor's prior written consent, Franchisee shall not personally or through any third party modify or adapt, nor assist any third party to modify or adapt any of the TPTEA Trademarks, copyright, patents, slogans, signs, logo graphs, color designs granted by Franchisor, or other corporate symbols, design layouts, trade secrets, techniques or know-hows of Franchisor, including but not limited to: any drink flavor based on modification of the formula provided by Franchisor, or any work created pursuant to the adaptation of graphic designs provided by Franchisor. In the event of any breach of terms hereof by Franchisee, all information, derivative rights or intellectual property rights arising thereof are deemed to be transferred to Franchisor. Franchisor is entitled to obtain such information and all rights or intellectual property rights arising therefrom.

## 第二章 授權金、權利金及費用之負擔

### Chapter 2 Franchise Fee, Royalties and Expenses

#### 第六條 授權金 Article 6 Initial Franchise Fees

一、被授權人應支付授權人美金伍萬元(\$50,000)之「授權金」及美金伍萬元(\$50,000)之技術移轉費；(合稱「授權金」)至授權人指定之銀行帳戶。如因被授權人違約而經授權人終止本契約者，被授權人不得請求返還授權金及技術移轉費全部或一部。

1. Franchisee shall pay a Franchise Fee in the total amount of Fifty Thousand(\$50,000) in United States Dollars, and an amount of Fifty

Thousand (\$50,000) in United States Dollars as Technology Transfer Fee (Franchise Fee, Technology Transfer Fee are hereinafter refer as the “Franchise Fee”) to the bank account designated by Franchisor. If Franchisor terminates this Agreement because Franchisee breaches this Agreement, Franchisee does not have any right to demand refund of the Franchise Fee nor Technology Transfer Fee in whole or in part.

二、被授權人應於本契約簽訂後三(3)個工作日內，給付予授權人「授權金」全額。如有被授權人應代授權人扣繳稅務之情形時，被授權人應通知授權人並提供扣繳稅務之相關資料。被授權人應就給付授權人之授權金依法令扣繳適當的預扣稅，給付此等扣繳稅額予適當的主管機關，並應於支付上述「授權金」後之三十(30)個日曆日內，提供相關納稅憑證予授權人。授權金之給付方式依授權人指定，所有衍生之手續費或其他費用由被授權人負擔。如兩個司法管轄權之間，有適用之租稅優惠條款，被授權人應自費為授權人提供合理之協助。如因被授權人違約致生糾紛或違法，被授權人應賠償授權人因此發生之一切損害。

2. Franchisee shall pay the whole amount of the Franchise Fees within three (3) business days following the signing date of this Agreement. In the event that Franchisee is required to withhold taxes on behalf of Franchisor, Franchisee shall inform Franchisor and provide documents relating to the withholding tax. Franchisee shall deduct the applicable withholding taxes accordingly that are required by law and regulation from the amount of Franchise Fee payable to Franchisor, pay such withholding tax to applicable authorities, and provide relevant tax payment certificate or equivalent proof of tax payment to Franchisor within thirty (30) calendar days after paying the above mentioned Franchise Fees each time. Franchisor will designate the method of

paying the Franchise Fees, and Franchisee shall bear all transactional charges and other expenses thereof. If there is an applicable tax preference treaties between the two jurisdictions, Franchisee shall provide reasonable assistance to Franchisor at Franchisee's sole cost. Franchisee shall indemnify Franchisor any and all damages incurred if there is any dispute or incompliance due to Franchisee's breach or nonperformance.

三、任何所有依本契約支付予授權人的費用，被授權人都應就給付授權人之費用依法扣繳適當的預扣稅，給付此等扣繳稅額予適當的主管機關，並於支付上述一切費用後之三十(30)個日曆日內，提供相關納稅憑證予授權人。如有被授權人應代授權人扣繳稅務之情形時，被授權人應通知授權人並提供扣繳稅務之相關資料。如兩個司法管轄權之間，有適用之租稅優惠條款，被授權人應自費為授權人需提供合理之協助。費用之給付方式依授權人指定，所有衍生之手續費或其他費用由被授權人負擔。如因被授權人違約致生糾紛或違法，被授權人應賠償授權人因此發生之一切損害。

3. For any and all payments of expenses and fees made under this Agreement to Franchisor, Franchisee shall deduct the applicable withholding taxes accordingly that are required by law and regulation from the amount payable to Franchisor, pay such withholding tax to applicable authorities, and provide relevant tax payment certificate or equivalent prove of tax payment to Franchisor within thirty (30) calendar days after paying the above mentioned payments. In the event that Franchisee is required to withhold taxes on behalf of Franchisor, Franchisee shall inform Franchisor and provide documents relating to the withholding tax. If there is an applicable tax preference treaties between the two jurisdictions, Franchisee shall provide reasonable

assistance to Franchisor at Franchisee's sole cost. Franchisor will designate the method of paying the Franchise Fees, and Franchisee shall bear all transactional charges and other expenses thereof. Franchisee shall indemnify Franchisor any and all damages incurred if there is any dispute or incompliance due to Franchisee's breach or nonperformance.

四、如被授權人遲延支付相關費用之全部或一部，被授權人必須給付遲延費用及利息，利息以未支付金額自應付日起至清償日止計算年利率百分之十六(16%)或法律所允許之最高利率計算，以兩者中較高者為準。被授權人必須同時支付授權人催收所生之費用，包括合理之律師費用。

4. If Franchisee is late in paying payments due, in whole or in part, to Franchisor, Franchisee shall also pay Franchisor Franchisee's then-current late payment and interest on the unpaid amount calculated from the date due until such late payment is paid-off at the annual rate of sixteen percent (16%), or the highest rate allowed by law, whichever is higher. Franchisee shall also pay all collection charges incurred by Franchisor to collect fees that are due, including reasonable attorneys' fees.

## 第七條 權利金 Article 7 Royalties

一、被授權人應按營業店鋪之每月營業額(不含當地消費稅)之百分之 $\underline{\quad}$ ( $\underline{\quad}$ %)，於次月十日(10<sup>th</sup>)前(遇假日順延)，支付當月權利金予授權人，給付之幣別為美金，如有被授權人應代授權人扣繳稅務之情形時，被授權人應通知授權人並提供扣繳稅務之相關資料。被授權人應就給付授權人之權利金含預扣稅稅額之總額，

按法規要求繳納適當之預扣稅，給付此等扣繳稅額予適當的主管機關，並於支付上述權利金後之三十(30)個日曆日內，提供相關納稅憑證予授權人。如兩個司法管轄權之間，有適用之租稅優惠條款，被授權人應自費為授權人提供合理之協助。被授權人應遵守本地法律與法規。權利金之給付方式依授權人指定，所有衍生之手續費或其他費用由被授權人負擔。如因被授權人違約致生糾紛或違法，被授權人應賠償授權人因此發生之一切損害。授權人有查核營業額之權利，被授權人應依授權人之要求提供真實完整之帳冊及憑證予授權人。被授權人擬與第三方外送平台合作時，應於與第三方外送平台簽訂契約前，將被授權人擬與第三方外送平台合作之詳細條件（包括但不限於佣金、手續費、服務費等）及契約初稿送交授權人審核。經授權人書面同意後，被授權人始可與第三方平台簽訂合約，被授權人並應於與第三方平台合約簽訂後三天內，提供授權人該第三方平台之對帳方式、實收佣金、手續費、服務費及各項費用，後台報表查詢帳號密碼、報表欄位說明，及授權人要求的其他相關資訊。被授權人經由授權人書面同意而與第三方外送平台合作所產生之營業額不計入前述計算權利金之營業額，而應按下列計算方式另計被授權人應付之權利金：「當月經外送平台銷售營業額-甲方認定得扣除之項目」\*權利金百分比。

1. Franchisee shall pay royalties to Franchisor in the amount of six percent (6%) of the revenue (excludes local sales tax) of the Store in a given month before the tenth (10<sup>th</sup>) day of the subsequent calendar month (subjected to be postponed upon holiday), and the payment shall be made in United States Dollars. In the event that Franchisee is required to withhold taxes on behalf of Franchisor, Franchisee shall inform Franchisor and provide documents relating to the

withholding tax. Franchisee shall pay the applicable withholding taxes based on the subtotal royalty amounts including withholding taxes to applicable authorities accordingly that are required by law and regulation, and provide relevant tax payment certificate or equivalent prove of tax payment to Franchisor within thirty (30) calendar days after paying the above mentioned royalties. If there is an applicable tax preference treaties between the two jurisdictions, Franchisee shall provide reasonable assistance to Franchisor at Franchisee's sole cost. Franchisee shall be in compliance with local applicable tax laws and regulations. Franchisor will designate the method of paying the royalties, and Franchisee shall bear all transactional charges and other expenses thereof. Franchisee shall indemnify Franchisor any and all damages incurred if there is any dispute or incompliance due to Franchisee's breach or nonperformance. Franchisor is entitled to verify the revenue of the Store, and Franchisee shall provide Franchisor with the actual and complete book records as well as all credential documents as requested by Franchisor. In case Franchisee desires to cooperate with any third party delivery platform, Franchisee shall provide detail information related to the cooperation between Franchisee and the third party delivery platform (include but not limited to commission percentage, handling fees and service fees) and drafted contract for Franchisor's review. Only after Franchisor consents in writing may Franchisee execute contracts with third party delivery platform. Within three (3) days after Franchisee and third party delivery platform execute contracts, Franchisee shall provide Franchisor information related with method to verify statement of

accounts, commission rate that Franchisee and third party delivery platform have agreed, identification account name and password for inquiry of backend statements and reports, and column description of backend statements and reports, and other information required by Franchisor. Sales generated by third party delivery platform that Franchisor has agreed in writing will not be included in the aforementioned assessment of Royalties, and Royalties for such sales will be assessed by the following method instead:

「 Monthly sales generated by third party delivery platform - excluded amounts under Franchisor's consent 」 \*Percentage of Royalties prescribed in this Agreement.

二、授權人得查核被授權人每月各店營業額，且被授權人應提供授權人所需之完整資訊，包括但不限於相關帳冊及憑證，以及授權人要求之各種資訊。被授權人提供授權人之資訊不得有不實、不完整或有誤導性。如被授權人支付授權人的權利金不足本第七條第一項規定之比例時，被授權人應於授權人通知後五(5)個工作日內補繳權利金短差金額，如權利金短差金額超過百分之三(3%)時，被授權人並應負擔授權人之查核費用。

2. Franchisor may inspect monthly revenue of the Store of Franchisee, and Franchisee shall provide Franchisor complete information that Franchisor needs, which include but not limited to book records and credential documents and any other information as requested by Franchisor. Franchisee shall not provide any false, incomplete or misleading information to Franchisor. If royalties paid by Franchisee is less than the percentage prescribed in paragraph 1 of this Article 7, Franchisee shall pay the shortage within five (5) working days after Franchisor notifies, in case the shortage exceeds three percent (3%),

Franchisee shall also pay any costs and expenses arising from the inspection of Franchisor.

三、被授權人應依照法令及一般通用會計原則保存商業帳冊。被授權人同時應依照授權人不定時要求之時間及方式保存其他商業帳冊。所有帳冊都要能使授權人在不需要額外的硬體軟體設備的情況下即可審閱。被授權人必須保存授權事業每一份稅之報稅資料兩(2)年。

3. Franchisee shall keep business records in the manner and for the time required by law, and in accordance with generally accepted accounting principles. Franchisee shall keep any additional business records that Franchisor may request from time to time, in the manner and for the time as Franchisor may specify. All records shall be capable of being reviewed by Franchisor without additional assistance of hardware or software. Franchisee shall retain copies of each tax return for the franchised business for a period of two (2) years.

四、被授權人應於收到授權人要求通知後的十(10)個工作日內，依授權人之選擇 (a)提供授權人所指定的文件影本，或(b)於授權人可以接受的地點，允許授權人進入調閱資料並留存副本以供查核。

4. Within ten (10) business days after receiving Franchisor's request notice and at Franchisor's option, Franchisee shall (a) provide Franchisor with photocopy of those required records, or (b) at a location acceptable to Franchisor, provide Franchisor access to any required records that Franchisor specify for examination and photocopying by Franchisor.

五、授權人將保存被授權人提供給授權人含有機密資訊的資料，機密資訊指標示其為機密，且一般人會合理認為其為機密的資訊。但授權人有權發佈 TPTEA 系統的計畫跟政策等一般資訊而提供授權加盟資料給受讓人或可能的受讓人時，將其揭露給因為租賃關係

有權知悉之人、營業店鋪的受讓人及可能的受讓人，授權人也有權應法規或法律程序要求揭露這些資訊。

5. Franchisor will keep any records Franchisee provides to Franchisor that contain confidential information of Franchisee's confidential, provided such records are marked confidential and, by their nature, would be considered by a reasonable person to be confidential, but Franchisor may release information to any person entitled to it under any lease, to a prospective transferee of the Store, in connection with anonymous general information disseminated to Franchisor's franchisees and prospective franchisees, in the formulation of plans and policies in the interest of the TPTEA System, or if required by law or any legal proceeding.

## 第八條 履約保證金 Article 8 Security Deposit

被授權人應於簽訂本契約同時給付美金 伍萬 元(US\$ 50,000)之現金(以下稱「履約保證金」)予授權人，作為執行本契約義務之無息擔保，授權人於被授權人違約或不履行致生授權人損害或支出費用時，得(但無義務)逕由履約保證金扣除，如不足扣除或履約保證金數額低於美金 伍萬 元(US\$ 50,000)，被授權人應於收到授權人通知後三(3)日內補足。如被授權人無違約而應扣抵之情形，保證金將於授權契約屆滿或終止後無息返還。

Upon the execution of this Agreement, Franchisee shall provide a cash security deposit in the amount of Fifty Thousand United States Dollars (US\$ 50,000) (hereinafter, the “Security Deposit”) as an interest-free guarantee for fulfilling the obligations of this Agreement. Franchisor may (but not obligated) deduct the Security Deposit in the event of any

damages or expenses suffered or incurred by Franchisor resulting from or in connection with the breach or failure of performance by Franchisee; and when the amount of Security Deposit is not enough for any deduction or is less than Fifty Thousand United States Dollars (US\$ 50,000), Franchisee shall make up the deficiency within three (3) days after receiving Franchisor's notice. The Security Deposit will be returned to Franchisee without interest upon the expiration or termination of the Agreement if Franchisee has not breached the Franchise Agreement that shall be payable by deducting the Security Deposit.

## 第九條 教育訓練費用 Article 9 Education and Training Expenses

### 一、總部主管視訪費用

營業店鋪籌備前，授權人將會安排其代表至當地進行實地市場調查並審查被授權人提議的營業店鋪位址（以下稱「位址提案」）。該授權人代表之臺灣境內交通費由授權人負擔，被授權人應負擔該授權人代表之機票、已抵達當地之交通及食宿費用。被授權人應於授權人所定期間內，提供其位址提案及市場調查視察行程之規劃予授權人事先書面確認，使授權人之代表人得以進行上述實地市場調查。

#### 1. Initial assistance prior to the Store preparation expense

Franchisor will arrange its representative(s) for on-site market research and reviewing the site of the Store as proposed by Franchisee (hereinafter, the "Location Proposal") before Store's preparation. Franchisor shall be responsible for its representative's domestic transportation in Taiwan, and Franchisee shall be responsible for air

tickets, the local board and lodging and transportation. The Franchisee shall, within the period as designated by Franchisor, provide Franchisor the Location Proposal and the planning and schedule for the market research and review for Franchisor's prior written confirmation, so that the Franchisor's representative may conduct afore-mentioned on-site market research and review for proposed sites of the Store.

## 二、技術移轉階段

被授權人應為第一間營業店舖配置至少五(5)位員工（均應有相關餐飲經驗，且應為被授權人規劃未來擔任管理職務之人選），且前述指定員工應在授權人明定期限內完成授權人在臺灣所辦理之各種訓練課程及十三(13)崗位鑑定，崗位鑑定之方式如【附件 3】，相關訓練與鑑定費用由被授權人負擔。若有必要，被授權人得自行指派翻譯人員，且該名翻譯不含在被授權人指定受訓員工當中。如被授權人指定之員工無法成功且即時的完成上述各種訓練及鑑定的要求，授權人得終止本契約。

### 2. Technique Transfer Stage:

If this Store is the first Store to be operated by Franchisee, for the operation of the Store, Franchisee shall designate at least five (5) employees (all designated employees shall have experience in food service industries, and shall be those that Franchisee plan to promote to management positions), and afore-mentioned employees designated by Franchisee shall, within the time frame specified by Franchisor, complete all the training courses and pass thirteen (13) positions evaluation held by Franchisor in Taiwan, and the methods of evaluation are specified in Appendix 3 and all necessary expenses arising from training and evaluation shall be borne by Franchisee. If an interpreter is needed, Franchisee shall appoint such interpreter at its own expenses;

however, the interpreter shall not be included as one of the employees to be trained. If afore-mentioned employees designated by Franchisee fail to successfully and timely complete all training and evaluation as described above, Franchisor may terminate this Agreement.

### 三、開業前輔導階段

授權人至授權地區開店輔導人員之住宿、餐食、機票、交通、工作證及其他證件申請費用由被授權人負責，人員薪資由授權人自行負責，授權人提出一次性教育訓練模組以協助被授權人門市正常營運，若被授權人有其他教育訓練需求，授權人將另行報價。

被授權人需負責授權人人員在當地之人身安全，盡全力協助授權人人員之必要需求。

#### 3. Training Period:

Franchisee shall be responsible for the expenses of local board and lodging, air tickets, transportation, work permits/visa application, and other documents for Franchisor's staff to provide coaching for opening of the Store in the Territory. Franchisor shall be responsible for its training staff's salary. Franchisor shall provide a one-time training session to Franchisee to help Franchisee to operate the Store; and if Franchisee has additional training needs, Franchisor will provide additional quote. Franchisee shall be responsible for Franchisor's training staff's personal safety, and provide necessary assistance.

### 四、例行評核及輔導階段

營業店鋪運作後，授權人至授權地區內之例行性評核及現場輔導所需之工作證及其他證件申請費用由被授權人負責，其餘費用均由授權人自行負擔。被授權人應負責授權人輔導人員在當地之人身安全，盡全力協助授權人輔導人員之必要需求。除上述例行評核外，如需授權人協助輔導教育訓練，授權人將另行報價。如被

授權人未通過授權人之評核者，授權人得至授權地區再進行教育訓練至被授權人通過為止，授權人訓練人員之薪資、住宿、餐食、機票、交通、工作證及其他證件申請費用，均由被授權人負責。

#### 4. The Routine Evaluation and Counseling Stage:

After the Store begin operation, Franchisee shall be responsible for fees arising from the work permits/visa and other documents application needed for Franchisor's coaching staff to conduct routine evaluation and on-site coaching; and Franchisor shall be responsible for the remaining expenses. Franchisee shall be responsible for Franchisor's coaching staff's personal safety, and provide necessary assistance. Other than the routine evaluation as mentioned above, if additional coaching and/or education and training is required by Franchisor, Franchisor will provide additional quote. If Franchisee fails the evaluation, Franchisor may re-train Franchisee at Territory until the Franchisee passes the evaluation, and, Franchisee shall be responsible for Franchisor's training staff's salary, expenses of board and lodging, air tickets, transportation, work permits/visa and other related documents application.

### 五、營業店鋪以後

被授權人於籌備或經營營業店鋪時，若被授權人仍需授權人教育訓練及開店協助，授權人可以應被授權人的書面要求，提供報價。授權人將會指派一(1)位營運顧問至營業店鋪提供顧問諮詢。被授權人同意在收到授權人付款通知後七個工作日內必須支付以下費用。

- (1) 營運顧問的報酬為每人每日美金參佰元(US\$300)。
- (2) 營運顧問的來回經濟艙機票；及
- (3) 在地交通費用、膳食及三星級以上之旅館住宿費用及其他

應被授權人的需求衍生的合理花費。

5. After store start operations:

If Franchisee still requires Franchisors' training and shop opening support, Franchisor will provide additional quote upon Franchisee's written request. Franchisor may assign one (1) business operation consultant to provide consultation service at the Store. Franchisee agrees to make the following payments within seven (7) business days upon receiving Franchisor's written reimbursement request:

- (1) The salary for business operation consultant(s) is Three Hundred United State Dollars (US\$300) per person per day.
- (2) The round trip economic class airfare for the business operation consultant(s); and
- (3) The expenses of local transportation, meals, three stars or above hotel accommodation for the business operation consultant(s), and other reasonable costs incurred under request of Franchisee.

六、被授權人至臺灣或授權人指定之地點受訓且通過授權人在臺灣或其指定之地點辦理之各種訓練課程及崗位鑑定數之人員，應於被授權人開業時配置至營業店鋪。

6. Franchisee must assign to the Store when Franchisee opens the business such personnel who have been trained by Franchisor in Taiwan or another location designated by Franchisor and certified by Franchisor in various training courses.

七、被授權人應設立訓練單位，以利培養營業店鋪營運人員。被授權人之營業店鋪開店時應配置通過被授權人訓練單位之各種訓練課程及崗位鑑定數人員共三(3)人七(7)崗，崗位鑑定之方式如【附件3】。

7. Franchisee shall set up training units to facilitate the operating the Store

staff training. The Store opened by Franchisee should be equipped with three (3) employees who are capable of handling seven (7) positions and who have passed variety of training courses and certification. Test for stations and standard of assessment are prescribed in Appendix 3.

### 第三章 營業店鋪之經營管理原則

#### Chapter 3 Management Principle for the Store

##### 第十條 一般原則 Article 10 General Principle

一、為維持授權人企業形象及品質之一致性，雙方合意營業店鋪應符合授權人之裝潢設計原則（但水電及消防由被授權人委任當地合法之專業技師設計，交由授權人備查），營業店鋪內之佈置、文宣、動線、設備或商品品項之陳列方式應符合授權人之要求或指示，被授權人應使用授權人供應或授權人所指定之原物料及設備。被授權人於經營加盟事業時，應遵守授權人所提供之技術指導及教育訓練。營業店鋪所銷售之商品品項及售價應符合【附件 4】經授權人核示確認之銷售商品品項及價格。

1. In order to maintain the consistency of Franchisor's corporate image and quality, both Parties agree that the Store must comply with Franchisor's design principles (but Franchisee shall appoint a qualified local professional technician to design layouts for utilities and fire safety; and submit all information to Franchisor for reference). Layouts, advertisement, traffic flow, equipment or display of Merchandise for the Store must comply with Franchisor's requests or instructions, and Franchisee shall use the raw material and the equipment supplied or designated by Franchisor. Franchisee shall also comply with the technical guidance and education and training provided by Franchisor

when operating the Franchise Business. All Merchandises of the Store as well as the prices thereof shall be in compliance with the list of Merchandises and price specified in Appendix 4.

**二、為因應市場變化，被授權人應配合授權人要求之調整，包括但不限於商品品項配方、調配比例、包裝等，並適時主動或應授權人之要求安排至臺灣辦理相關訓練課程。**

2. To cope with change of market, Franchisee shall conduct adjustment required by Franchisor, which includes but is not limited to formula, mixing ratio, packaging of Merchandise, etc.; and shall proactively or under request of Franchisor arrange matters about acceptance of training course in Taiwan.

**三、被授權人於營業店鋪即將籌備完成時，應先通知授權人，並應將營運日及試營運日通知授權人。被授權人並應將已籌備完成之營業店鋪內之環境照片提供給授權人，供授權人進行檢視，經授權人核可後，始得開始營業。如授權人認為照片有不足者，得請求被授權人提供指定區域之照片。授權人亦得派人至營業店鋪進行實地查驗。被授權人知悉並同意被授權人未得到授權人書面授權前不得開設營業店鋪營利，而授權人書面許可的前提是被授權人必須嚴格遵守本契約。**

3. When completing the preparation of the Store, Franchisee shall firstly notify Franchisor of the completion, date of trial operation and date of operation of the Store. Franchisee shall provide Franchisor with photos showing the interior of the Store so that Franchisor may inspect the completed works. If Franchisor believes the photos are insufficient, it may request Franchisee to provide photos showing a designated area of the Store. Franchisor may also send personnel to conduct on-site inspection. Franchisee acknowledges and agrees that it shall not open

the Store for business without Franchisor's written authorization, and such written authorization to open is conditioned upon Franchisee's strict compliance with this Agreement.

**四、被授權人明瞭於使用授權人之企業名稱及茶湯會商標經營加盟事業時，被授權人之一切作為攸關於授權人之企業形象，故被授權人同意於經營加盟事業時，應將維護授權人之企業形象作為經營管理之原則：**

4. Franchisee acknowledges that when operating the Franchise Business under Franchisor's name and TPTEA Trademarks, all of its action will affect Franchisor's corporate image. Thus, when operating the Franchise Business, Franchisee agrees to regard maintenance of Franchisor's corporate image as its business management principle:

**(一) 被授權人應通盤瞭解當地之食品安全衛生及進口相關法律、法規及行政命令之內容暨其修正案，並向授權人提出完整、正確且即時之報告，報告之內容應足以使雙方辨識所提供之原物料是否符合當地之食品安全衛生及進口相關法律、法規及行政命令，包括但不限於：禁止食品添加物名稱與容許添加物之含量等。如被授權人提出之報告不完整、錯誤、有誤導性或非最新之規定，導致授權人提供之原物料違反當地之食品安全衛生及進口相關法律、法規及行政命令者，被授權人不得主張授權人債務不履行或請求賠償，且應賠償授權人因此所受之損害及損失。**

(1) Franchisee shall to thoroughly understand the relevant local laws, regulations and administrative orders as well as any amendments thereto with regard to food safety, hygiene and importation; and submit a complete, accurate and timely report to the Franchisor, and the content of the afore-mentioned reports shall be clear and

sufficient so that both Parties may identify whether the raw materials supplied is in compliance with the relevant local laws, regulations and administrative orders for food safety and hygiene as well as importation, including but not limited to: names of food additives that are prohibited as well as the permissible amount of food additive. In the event that Franchisee's report is incomplete, false, misleading, or not up-to-date, and resulted in Franchisor's supplied materials in breach of applicable local to food safety and hygiene laws or import regulations or administrative orders, Franchisee waives the right to claim Franchisor's non-performance or demand compensation on the resulting damages; and Franchisee shall indemnify Franchisor any and all damages and losses that Franchisor suffered or incurred.

(二) 被授權人不得為違法之行為，包括但不限於：違反健康（營養、菜單標示）、衛生、禁煙、就業平等、職業安全與健康管理、歧視、聘僱，資料保護和隱私、稅務和性騷擾法律。相關殘疾人法案可能要求所有公共設施均須符合殘疾人士需求，使其能獨立且便利的到達，由於此規定會影響被授權人的建築、場地設計、入口坡道、門、座椅、洗手間及飲水設施等，被授權人亦須取得房產證、執照，和營運許可。此外，地方法律法規也規範企業處理食物和食品，特別是冷藏和冷凍食品項目，這些法律亦將適用於被授權人的營業範圍。被授權人亦應注意，當地衛生行政部門有權檢查營業店鋪，以確保能符合食品安全操作規範和廚房設備充足。被授權人亦不得有任何侵害消費者或他人權利之行為，不得雇用非法外籍勞工、童工或放任工作場所發生性別歧視、性騷擾之情形。如被授權人有違反前述任何法律或法規之情事，授權人得定

期限催告改善，逾期被授權人仍未改善，授權人則得終止契約，且被授權人不得請求返還任何授權金及權利金，被授權人除應自行負擔法律責任外，尚應賠償授權人所支出之訴訟費、律師費及所受之損失。

(2) Franchisee shall not violate any applicable laws, including but not limited to: health (nutrition, menu labeling), sanitation, no smoking, equal opportunity employment, occupational safety and health, discrimination, employment, data security and privacy, tax, and sexual harassment laws. Applicable law related to disabilities may require readily accessible accommodations for individuals with disability and that may affect Franchisee's building construction, site design, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. Franchisee shall also obtain real estate permits, licenses, and operational licenses. Local laws and regulations also regulate businesses handling food and food products, in particular refrigerated and frozen food items, and these laws and regulations will apply to Franchisee's business. Franchisee shall also take note that local health departments may inspect the Store to ensure compliance with safe food handling practices and adequacy of kitchen facilities. In addition, Franchisee shall not harm the rights of consumers or any third party; employ illegal foreign workers, child labor or allow any sexual discrimination or sexual harassment of any kind in the work place. In the event of any breach of afore-mentioned applicable laws by Franchisee, Franchisor may notify Franchisee to correct the breach within a specified period. If Franchisee fails to correct the breach within the period specified by Franchisor, Franchisor

shall be entitled to terminate this Agreement and no refund for any Franchise Fee and royalties; and Franchisee shall not only bear the legal liabilities on its own but also compensate Franchisor for all litigation costs and attorney fees incurred as well as all damages arising therefrom.

(三) 如有任何關於被授權人之負面新聞報導，被授權人應於知悉時立即通知授權人，並依照授權人之指示予以回應，不得擅自決定回應之內容。

(3) If there is any negative press coverage related to Franchisee, Franchisee shall immediately notify Franchisor at the time of awareness of such news. Franchisee shall respond in accordance with Franchisor's instructions and shall not respond without Franchisor's authorization.

(四) 被授權人如遭第三人求償或遭政府為行政處分或行政罰者，應積極查明事實並委任專業律師進行法律救濟程序。

(4) In the event that a third party claims against Franchisee or if Franchisee is subject to administrative action or sanction by the government, Franchisee shall take the initiative in investigating the facts and appointing professional attorneys to carry out legal remedial procedures.

(五) 如有第三人於授權地區侵害授權人之商標權、著作權、專利權或營業秘密等智慧財產權者，授權人得授權委任被授權人進行訴訟等權利救濟程序、和解及強制執行程序，並得提供被授權人進行前開程序時所需之協助。如果授權人授權委任被授權人，被授權人應於知悉侵權事實後或經授權人通知後十(10)個工作日內，依法進行權利救濟程序或進行和解，並積極處理並委任當地熟稔相關領域之專業律師進行訴訟等權

利救濟程序、和解及強制執行程序，全部費用（包含委任律師之費用）由被授權人負擔。就第三人所給付之損害賠償金或和解金扣除前述訴訟費用後，其中百分之三(3%) 分配予授權人，其中百分之九十七(97%)分配予被授權人。

(5) If a third party infringes Franchisor's intellectual property right such as trademarks, copyright, patents, or trade secrets in the Territory, Franchisor may authorize Franchisee to initiate remedial proceedings such as litigation, settlement, and compulsory enforcement, and may provide any assistance needed for Franchisee to proceed with the proceedings. In the event that Franchisor has authorized Franchisee, Franchisee shall initiate remedial proceedings or work toward settlement after the infringement becomes known to Franchisee or within ten (10) business days after receipt of Franchisor's notice of such infringement. Franchisee shall actively handle and engage local professional attorneys who are familiar with relevant areas to carry out the remedial proceedings, settlement, and compulsory enforcement. Franchisee shall bear all costs (including attorney's fees) arising therefrom. With regard to the compensation or settlement paid by the third party, after deduction of the aforementioned litigation expenses, Franchisor is entitled to three percent (3%) of the deducted amount thereof, whereas Franchisee is entitled to the remaining ninety-seven percent (97%).

(六) 在營業店鋪開幕營業或（如有施工）工程進行前，被授權人必須購買並且持續持有不定時由授權人指定的保險，內容包含保險金額和自負額、自留額及其他條款。所有保險必須透過背書明確將授權人及其從屬公司（以及授權人

及其員工和代理人）列為額外被保險人。被授權人必須向授權人同意的保險公司購買保單。保險公司或被授權人必須至少提前三十（30）天以書面形式通知授權人有關任何保險的取消、不續約或重大變更。被授權人必須在自生效日期後不少於十（10）天提供授權人投保證明（或若授權人要求，則交付保險證明的副本），以證明所需的保險涵蓋範圍，並且列明自負額。

(6) Prior to opening or operating the Store for business, and prior to constructing (if applicable) the Store in the event Franchisee is developing the Store, Franchisee must procure and at all times maintain such insurance covering the risks, in the amounts, and with the deductibles, retentions and other provisions, as prescribed by Franchisor from time to time. All insurance must by endorsement specifically name Franchisor and its affiliates (and Franchisor's and their employees and agents) as additional insureds. Franchisee must purchase each policy from an insurance company reasonably acceptable to Franchisor. Either the insurer or Franchisee must provide at least thirty (30) days' prior written notice to Franchisor of any insurance policy's cancellation, non-renewal or material change. Franchisee must deliver to Franchisor a certificate of insurance (or certified copy of such insurance policy if Franchisor requests) evidencing the required coverages and setting forth the amount of any deductibles not less than ten (10) days after their respective effective dates.

**(七) 如被授權人違反本條義務，授權人得終止本契約，如授權人因此受有任何損害，被授權人應負賠償責任。**

(7) In the event Franchise fails to perform the obligations prescribed in

this Article, Franchisor may terminate this Agreement, and Franchisee shall indemnify any and all damages incurred by Franchisor resulting therefrom.

## 第十一條 指定聯繫窗口 Article 11 Designated Contact

雙方均應指定各部門或按事件類型指定與他方聯繫之窗口人員，人員如有離職或異動，應立即通知他方並指派接替之人員。

Both Parties shall appoint a contact person for each department or appoint such contact personnel in a specific matter. In the event of any change of the contact personnel, such Party shall immediately notify the other Party and assign a replacement for the contact person.

## 第十二條 生產設備、器具及原物料

### Article 12 Equipment, Machinery and Raw Materials

一、 被授權人為經營營業店鋪所支出之一切成本及費用，包括但不限於：承租營業店鋪費用、裝潢施工費、水電設計費、人力費用、採購及更換生產設備及耗材之費用、採購原物料之費用、清真認證費用（含雙邊認證費用）及相關之稅賦等，均由被授權人自行負擔，不包含於第六條之授權金或第七條之權利金內。

1. All costs and expenses incurred during operation of the Store by Franchisee, including but not limited to rental expenses for the Store, decoration costs, costs of utility design, costs of manpower, expenses for purchasing and replacing equipment and consumables, costs for purchasing raw materials, fees for Halal Certification (including fees for mutual certification) as well as all relevant taxes and duties, shall be borne by Franchisee. All the aforementioned costs and expenses are not included in the Franchise Fee or royalties as stipulated in Articles 6 and

7 of this Agreement.

二、茶湯會系統商譽全繫於販售高品質的產品。被授權人可以向授權人要求提供核可之供應商名單。授權人會要求供應商與授權人分享運送、經銷及其他資訊，被授權人也將被要求配合辦理。被授權人及/或供應商可以書面向授權人申請審核。所有申請都依照授權人程序審核，授權人會考量可供運用的資源，這也許會影響授權人回覆的時間。供應商必須達到授權人特定要求及標準，包括(視授權人之決定)簽署保密協議及履約保證。授權人可以隨時變更授權人要求的規格細節、標準及要求，沒有任何限制。授權人會依照產品跟服務性質的不同，在收到申請後三(3)個月內通知申請人其審核結果。如果供應商表現不符合授權人條件，或是授權人變更規格細節、標準或要求或其他原因時，授權人可以隨時撤銷授權人之核准。不論審核是否通過，授權人因為測試及審核供應商所支出的成本由提出申請之被授權人或供應商支付。

2. The reputation and goodwill of TPTEA System is based upon, and can be maintained only by, the sale of high quality products. A list of approved suppliers is available on request. Suppliers are required to share shipping, distribution and all other information with Franchisor, and Franchisee will be required to cooperate. Franchisee and/or the supplier may request for approval by submitting the application to Franchisor in writing. All requests will be reviewed in accordance with Franchisor's then-current procedures and Franchisor will take into consideration of its available resources, which may affect the timing of Franchisor's response to Franchisee. The supplier shall meet Franchisee's then-current specifications, standards and requirements, which may include signing a non-disclosure agreement and a guarantee of performance as Franchisor thinks fit. Franchisor may change

Franchisor's specifications, standards and requirements at any time and there is no limit on Franchisor's right to do so. Franchisor will, depending on the nature of the products or services and within three (3) months, give notice to the applicant of the review result. Franchisor may withdraw its approval at any time if the supplier's performance does not meet Franchisor's criteria, or when Franchisor changes its specifications, standards or requirements or other reasons. All costs and expenses incurred by Franchisor in the testing and reviewing process for supplier approval, no matter the supplier is approved or not, shall be borne by the Franchisee or supplier which submits such application.

**三、就授權人所指定之生產設備及器具，被授權人僅得向授權人或是授權人核准之供應商採購，其品項、數量及價格如【附件 5】。被授權人不得自行或委託他人製造或向他人採購。授權人或授權人核准供應商售予被授權人之生產設備及器具，被授權人不得於經營營業店鋪之必要目的範圍外為使用或轉售。**

3. Franchisee shall purchase the equipment and machinery designated by Franchisor from Franchisor or Franchisor's authorized supplier only. The types, quantity as well as price of the equipment and machinery are listed in Appendix 5. Franchisee shall not manufacture such equipment and machinery by itself, mandate any third party to do so, or purchase the equipment and machinery from others. Equipment and machinery sold by Franchisor or Franchisor's authorized supplier to Franchisee shall not be used or resold by Franchisee beyond the purposes necessary for operating the Store.

**四、被授權人就授權人所指定之原物料，僅得向授權人或是授權人核准之供應商採購，其品項及價格如【附件 5】，被授權人不得自行或委託他人製造或向他人採購。授權人售予被授權人之原物料，**

被授權人不得於經營營業店舖之必要目的範圍外為使用或轉售。

4. Franchisee shall purchase the raw materials designated by Franchisor from Franchisor or Franchisor's authorized supplier only, and the types and price of the raw materials are listed in Appendix 5. Franchisee shall not manufacture such raw materials by itself, or mandate any third party to do so, or purchase the raw materials from others. Raw materials sold by Franchisor or Franchisor's authorized supplier to Franchisee shall not be used or resold by Franchisee beyond the purposes necessary for operating the Store.

五、【附件 6】之生產設備、器具及原物料，得由被授權人自行選購。但被授權人應以善良管理人之注意慎選生產設備、器具及原物料，至少應符合授權地區相關之品質檢驗標準，以免對授權人造成損害或負擔法律上責任，且損害授權人之企業形象。如被授權人違反本條規定，視為被授權人重大違約而被授權人應給付授權人懲罰性違約金美金壹拾伍萬元(US\$150,000)及賠償授權人因此所受之損害。

5. As to equipment, machinery and raw materials listed in Appendix 6, Franchisee may select and purchase on its own. However, Franchisee shall exercise due care in choosing the equipment, machinery and raw materials. All the purchased equipment, machinery and raw materials shall at least meet the local applicable quality inspection standard to avoid any damage or legal liability against Franchisor and to avoid harm to Franchisor's corporate image. In the event Franchisee breach this section, it shall be deemed as material breach by Franchisee and Franchisee shall pay Franchisor One Hundred and Fifty Thousand United State Dollars (US\$150,000) as punitive penalty shall be responsible to Franchisor for any damages incurred resulting therefrom.

六、被授權人應以善良管理人之注意程度，妥善保存、管理維護原物料及設備、器具，禁止使用超過保存期限之原物料。

6. Franchisee shall use its due care in preserving, managing and maintaining raw materials, equipment, and machinery. Franchisee shall not use expired raw materials.

七、被授權人應依授權人指示之數量將設備及器具汰舊更新，且應向授權人採購，採購價格如【附件 5】所列。但授權人之指示應具正當合理性，例如為避免重要之營業設備損壞，不及維修將會造成營業中斷或嚴重減損營業，而要求被授權人預先購置備用之設備，或者設備及器具已超過一般使用年限或者依實際情況，如繼續加以使用將有危險之虞者。

7. Franchisee shall replace the outdated equipment and machinery in accordance with the quantity specified by Franchisor. New equipment and machinery shall be purchased from Franchisor and the prices thereof are as specified in Appendix 5. However, the instruction of Franchisor shall be justified and reasonable. For example, Franchisor may require Franchisee to purchase spare equipment in advance to avoid damage of important equipment and the delay of repair/maintenance may cause business interruption or severe business loss; or in the case that the equipment and machinery had been used for longer than the usual prescribed years of use or according to actual circumstances, and there is risk of danger if Franchisee continues to use the equipment and machinery.

八、被授權人向授權人或是授權人核准之供應商訂購生產設備、器具及原物料時，應使用如【附件 5】所示之制式訂購單，並應於訂單確認隔日起七(7)個工作日內依授權人指定之付款方式付清價款。如價款未依授權人指定時間付款，授權人有權停止貨物生產與出

貨。設備、原物料如需認證，認證費用由被授權人負擔。

交貨時間自雙方訂單確認並付清價款起算，海運三十(30)個工作日/空運十五(15)個工作日，如產線滿單，授權人得與被授權人協議並調整交貨天數。

雙方同意最低訂購量如下：

海運：

- (1) 20呎貨櫃 x 1 或 40呎貨櫃 x1：乾貨貨櫃裝載需達 60%，冷凍貨櫃需達 50%，未達訂貨量及訂單金額未達美金壹萬元 (US\$10,000)，需加收手續費美金壹佰伍拾元(US\$150)。
- (2) 併櫃(CFS) x 1：訂單金額尚未達到美金壹萬元 (US\$10,000)，需加收手續費美金壹佰伍拾元(US\$150)。

空運：

訂單金額尚未達到美金壹萬元 (US\$10,000)，需加收手續費美金壹佰伍拾元(US\$150)。

分批出貨：

如訂單需分批出貨，第一次臺灣當地產生之出口相關費用(即「臺灣當地費用」)由授權人支出，第二次起需加收手續費美金壹佰伍拾元(US\$150)。

8. Franchisee shall submit the standard purchase order form as stated in Appendix 5 when purchasing from Franchisor or Franchisor's approved supplier the equipment, machinery and raw materials and shall pay in full the prices in accordance with the method designated by Franchisor within seven (7) business days after the next day of confirmation of purchase order. If payment is not made in accordance with the deadline specified by Franchisor, Franchisor reserves the right to suspend production and shipment. Franchisee shall bear any and all certification fees if certification for equipment and raw materials are required.

The delivery term shall be thirty (30) business days for sea freight shipment or fifteen (15) business days for air freight shipment, starting from confirmation of purchase order by both Parties as well as completion of full payment thereof. If production line is overloaded, Franchisor may negotiate with Franchisee and adjust delivery term. Both Parties agree that the minimum order quantity shall be as follows:

Sea Freight Shipment:

- (1) 20 ft. container x 1 and 40 ft. container x 1: Minimum loading is sixty percent (60%) for dry cargo container and fifty percent (50%) for refrigerated container. Extra handling fee of One Hundred Fifty United States Dollars (US\$150) will be charged for shipment less than minimum order quantity or purchase order amount is less than Ten Thousand United States Dollars (US\$10,000).
- (2) CFS x 1: Extra handling fee of One Hundred Fifty United States Dollars (US\$150) will be charged for purchase order amount less than Ten Thousand United States Dollars (US\$10,000).

Air Freight Shipment:

Extra handling fee of One Hundred Fifty United States Dollars (US\$150) will be charged for purchase order amount less than Ten Thousand United States Dollars (US\$10,000).

Partial Shipment:

If partial shipment is required, Franchisor will pay the domestic fee incurred thereof for the first time (the “Taiwan local fee”). Extra handling fee of One Hundred Fifty United States Dollars (US\$150) will be charged from the second time and beyond.

九、本條之買賣均採 FOB 條件，自授權人於出口地將買賣標的物裝船完成後，視同授權人已完成交付，買賣標的物之利益及危險即轉

由被授權人承擔。海運費用及進口地之陸運費用均由被授權人負擔，但被授權人須將買賣標的物送交經授權人核可之人運送。

9. For all purchases made under this Article, FOB (Intercom 2010) term shall be applied under which delivery is deemed to be completed after Franchisor has loaded the goods on board of a vessel at the place of export and Franchisee shall bear the interests and risks of the goods after completion of delivery. All costs of sea freight shipment and inland transportation at the place of import shall be borne by Franchisee. However, the forwarder appointed by Franchisee for the delivery of the goods shall be submitted to Franchisor for approval.

十、被授權人應於清關開櫃時檢查買賣標的物，如被授權人發現有瑕疵，應自到港日(ETA)起，三十(30)個日曆日內通知授權人並檢附買賣標的物之現況照片，以釐清瑕疵發生原因。如被授權人逾期未通知者，視同承認買賣標的物，不得再向授權人主張瑕疵。

10. Franchisee shall inspect the goods upon customs clearance. If after inspection, Franchisee finds that there is any defect in the goods, Franchisee shall notify Franchisor and submit the photo showing the current status of the goods within thirty (30) business days from the estimated date of arrival (ETA) of the shipment in order to clarify the reasons of defectiveness. If Franchisee fails to notify Franchisor within the aforementioned deadline, Franchisee shall be deemed as to have accepted the goods and shall not claim against Franchisor for any defect.

十一、被授權人須自行完成進口國之進口程序，並自行負擔費用。若被授權人通過授權人之開發型被授權人下訂單，該開發型被授權人可能向被授權人收取最高原價百分之四十 (40%) 的服務費。如被授權人為完成進口而有必要由授權人協助提供文件者，授權人應盡力協助提供之，但所需手續費及成本，

由被授權人負擔之。如被授權人配合之進口貨代無法確認當地食品衛生法規，須由授權人提供貨樣至中央主管當局檢驗，當地相關費用必須由被授權人承擔，貨樣之遞送運費由授權人負擔之。

11. Franchisee shall complete the import procedures at the country of import on its own and bear all the expenses thereof. If Franchisee orders through a development franchisee of Franchisor, such development franchisee may charge a service fee of up to forty percent (40%) of the original purchase price. Franchisor shall use its best effort to assist in providing any documents required for Franchisee to complete the import procedures; provided, however, that Franchisee shall bear all the required handling fees and costs. If the forwarder appointed by Franchisee is incapable of confirming the local food hygiene regulation, and requires Franchisor to provide product sample to the central competent authority for inspection, Franchisee shall bear any expense incurred thereof from the country of import and beyond. However, Franchisor will bear the delivery charge of such product sample.

**十二、 被授權人基於履行本條款而為之付款，付款手續費由被授權人自行負擔。**

12. Franchisee shall bear transaction charges when submitting payment pursuant to the terms and conditions of this Agreement.

### **第十三條 營業店鋪之裝潢與維護**

Article 13 Decoration and Maintenance of the Store

**一、 被授權人應負責營業店鋪之設計作業、工程施作及裝潢。另於營業店鋪工程裝潢期間，如被授權人有額外要求，授權人同意以被授權人之成本提供合理協助。除當地法令另有規定或應不動產所**

有權人之要求以外，營業店鋪之工程及設備、設計圖面及立體模型必須符合授權人當時現行有效之標準及規格，所有成本由被授權人負擔。一經授權人書面要求，被授權人必須即時更正在籌備營業店鋪中任何未經同意之未符合標準之處。如被授權人未依照上述要求及規定進行工程施作，授權人得要求被授權人修改或重新進行營業店鋪之工程，費用由被授權人負擔。

1. Franchisee shall arrange for the design, construction or remodeling of the Store. If this Store is the first Store to be operated by Franchisee, Franchisor agree to provide reasonable assistance to Franchisee as additionally requested by Franchisee during the construction or remodeling of the Store at Franchisee's cost. Unless requested by local laws or real estate owner to change the design, the Store must be constructed and equipped, at Franchisee's sole cost, to Franchisor's then-current standards and specifications and in accordance with the requirements and rules set forth by Franchisor in its design drawings and three-dimensional models. At Franchisor's written request, Franchisee shall promptly correct any unapproved deviations from Franchisor's standards in the decoration of the Store. If Franchisee fails to construct in accordance with the aforementioned requirements and rules, Franchisor may demand Franchisee to modify or reconstruct the Store at Franchisee's own cost.

- 二、凡被授權人所開設之營業店鋪，被授權人均應參照授權人之「營業店鋪工程施工規範」，自行負責設計，但需於施工一個月前，先提送授權人審查以確認在設計形式上是否符合授權人之企業形象。被授權人應自行完成當地政府部門之審查、許可程序。經授權人及政府部門(如有適用)核准後，由被授權人自行負責按圖施工，被授權人並應以善良管理人之注意監督及驗收。被授權人應

提供授權人上述一切相關資料，包括但不限於：格局圖、平面圖、3D渲染圖及現況照片。如需授權人協助設計，授權人將另行報價。

2. Franchisee shall refer to the principles of Renovation Guideline made by Franchisor and be responsible for the design of the Store; provided, however, that one month prior to the beginning of the construction, Franchisee shall submit the design layouts to Franchisor for the review to confirm whether it complies with Franchisor's corporate image. Franchisee shall by itself complete all review and approval procedures required by local government authority. After Franchisor and governmental authorities (as applicable) approve the design layouts, Franchisee is responsible for constructing according to design draft and shall use its due care in supervising and inspecting. Franchisee shall provide Franchisor with all required information, including but not limited to: design layouts, floor plan, 3D rendering, and photos showing the current status of the store. If Franchisee requests Franchisor's assistance, Franchisor shall provide additional quote.

三、營業店鋪使用的不銹鋼工作檯，被授權人應向授權人訂購。營業店鋪之水電工程及消防工程之部分，應由被授權人委任當地合法之專業技師進行設計，且應符合相關之建築法規及消防法規，經授權人檢視並核准工程圖面後，由被授權人自行委任合法合格之廠商施工。

3. Franchisee shall place purchase order to Franchisor for the stainless steel workbenches of the Store. Franchisee shall mandate a qualified local professional technician to design layouts of the Store for utility and fire safety, and all the designs shall comply with relevant building and fire safety regulations. After Franchisor conducts formality inspection and issues approval, Franchisee shall mandate a legitimate

and qualified contractor to complete the construction.

四、營業店鋪之修繕及維護，由被授權人自行負責。為維護消費者及勞工之人身安全，被授權人應定期巡查營業店鋪之建築、水電、消防及所使用設備、器具及原物料之保存狀況，如發現有損壞、老舊而需維修更換者，或經授權人發現通知被授權人者，被授權人應立即修繕並於顯著處張貼危險警告標語。

4. Franchisee is responsible for the repair and maintenance of the Store. To safeguard the personal safety of customers and employees, Franchisee shall regularly inspect the Store as to the building, utilities, fire safety, all equipment and machinery used, and preservation of raw materials. In the event of discovery of damaged or outdated equipment or machinery that needs to be repaired or replaced, or if upon notification to Franchisee by Franchisor after discovery by Franchisor, Franchisee shall immediately repair and post a warning sign at a prominent place.

#### 第十四條 許可執照之取得 Article 14 Acquiring of License

被授權人經營營業店鋪所需要之任何政府執照或許可證、登記及原物料、設備及器具之進口許可證等，由被授權人自行負責取得，且被授權人應於取得之日起三(3)個工作日內將各項執照、許可證或登記之影本及電子檔案交付授權人存查。授權人同意盡其合理努力協助提供被授權人取得執照或許可證所需之資訊，所需費用由被授權人負擔。

Franchisee is responsible for obtaining any government license or permit, registration, and import permit for raw materials, equipment, and machinery that are required for the operation of the Store.

Franchisee shall also submit to Franchisor for reference copies and electronic files of various license, permit, or registration no later than three (3) business days after the acquiring thereof. Franchisor agrees to use its reasonable efforts to assist in providing Franchisee with necessary information for Franchisee to obtain the license or permits. All related fees and expenses shall be borne by Franchisee.

## 第十五條 營運管理 Article 15 Operation and Management

- 一、被授權人於經營管理營業店鋪時，應遵守本契約之附件及授權人所提供之技術指導及教育訓練內容。

  1. When operating and managing the Store, Franchisee shall comply with the content of Appendices of this Agreement and technical guidance and education and training provided by Franchisor.
- 二、授權人為商業經營之需求及因應市場變化、提升品牌競爭力之目的，有權於正當合理之範圍內修改本契約附件之內容，但應以書面通知被授權人。

  2. Franchisor reserves the right to reasonably update and amend the exhibits and appendices of this Agreement as dictated by business operation, market requirement, and the need to increase brand awareness and competitiveness; provided, however, Franchisor shall notify Franchisee such change in writing.
- 三、除經授權人事前書面同意者外，被授權人於營業店鋪內不得經營其他事業，或將營業店鋪範圍內之一部分轉租他人。

  3. Unless with prior written approval from Franchisor, Franchisee shall not engage in other business in the Store, or sublet a portion of the Store to others.

## 第十六條 廣告審查 Article 16 Advertisement Review

一、如被授權人認為有必要於電視、廣播、網際網路、社群軟體刊登或播送廣告，或被授權人欲辦理促銷活動者，被授權人應於一(1)個月前先將廣告或促銷活動之內容提送授權人審查核准。廣告及/或促銷活動之內容須經雙方同意後，始得執行。

1. If Franchisee thinks it is necessary to publish or transmit advertisements on TV, broadcast, internet, and social media, or if Franchisee desires to conduct promotional activities, Franchisee shall submit the content of advertisements or promotional activities to Franchisor one (1) month before the publication or transmission of advertisements or before such promotional activities to be taken place for approval. In no event shall the advertisement and/or promotional activities be conducted without the consent by both Parties.

二、被授權人之行銷內容需遵守授權人提供之「品牌識別系統設計規範手冊」規範進行對外文宣、包材設計編修，設計完成之內容應於一(1)個月前先將內容提送授權人審查，授權人同意設計內容後始可執行。如需授權人協助設計，授權人將另行報價。

2. The Franchisee's advertisement's wording, packaging, and design shall be in compliance with the scope as set forth in the Brand Identity System and Design Specification Manual. The Franchisee shall submit final product and content to Franchisor one (1) month before the publication or transmission of advertisements or before such promotional activities to be taken place for approval. If the Franchisee requests Franchisor's assistance, Franchisor shall provide additional quote.

三、如被授權人未依前二項規定提報廣告或促銷活動，經授權人限期改善仍未改善者，授權人得向被授權人求償成本費用及損害。

3. If Franchisee fails to submit advertisements or promotional activities under the preceding two paragraphs and does not cure after Franchisor's request within a specified time limit by Franchisor, Franchisor may claim against Franchisee for costs and damages.

四、授權人目前並沒有行銷預算，但授權人有權於將來設立授權地區或全國性之行銷基金，基金來源為授權人之加盟主（包含被授權人）。授權人不準備於今年設立行銷基金，除非授權人認為已有足夠的營業店鋪開店及營運，如此授權地區或全國性之行銷才會對 TPTEA 系統有所助益。當授權人設立行銷基金後，加盟主（包含被授權人）即必須依照支付權利金之方式，應付金額為特定比例之營業店鋪每月營業額。行銷基金設立後，應支付金額為特定比例之營業店鋪每月營業額，比例由雙方以書面議定。行銷基金或廣告行銷預算將不會用於招募 TPTEA 系統之加盟授權。授權人目前並未有加盟主廣告委員會以供諮詢授權人之廣告政策，但授權人有權於將來設定此委員會。授權人並無義務就被授權人支付基金之金額，給付被授權人等額或按比例計算之費用，亦無義務確保被授權人可從行銷基金直接或依比例受有利益。應被授權人要求，授權人會提供經查核之行銷基金收入及支出報表。報表係由會計師於每一會計年度查核結果。

4. Franchisor does not currently have a marketing fund, though Franchisor reserve the right to establish and administer such marketing fund in the future on a regional or national basis and which will be contributed into only by Franchisor's franchisees (which the Franchisee is included). Franchisor does not anticipate enacting the marketing fund during this calendar year, unless Franchisor determines

that a sufficient number of Stores are opened and operating so that regional or national advertising provides a benefit to the TPTEA System. However, when Franchisor does establish the marketing fund, those franchisees(which the Franchisee is included) shall contribute to the marketing fund a specified percentage of the monthly gross revenue of the Store to be paid in the same manner as the royalty payments. When and if established, the amount to be paid to the marketing fund is a percentage of monthly gross revenue agreed upon by the Parties in writing. Neither the marketing fund nor any funds for advertising and marketing will be used for advertisement that is principally a solicitation for the sale of franchises for TPTEA System. Franchisor does not currently have a franchisee advertising council that advises Franchisor on advertising policies, though Franchisor reserves the right to establish such a council in the future. Franchisor is not obligated to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contributions to the marketing fund, nor shall Franchisor be obligated to ensure that Franchisee benefit directly or on a pro rata basis from the marketing fund's activities. Upon Franchisee's request, Franchisor will provide Franchisee with an audited statement of receipts and disbursements for the marketing fund that is audited by an independent, certified public accountant, for each fiscal year of the marketing fund.

## 第十七條 營運狀況之查核 Article 17 Audit of Operation Status

一、 授權人得通知被授權人後（包含通知查核人員之姓名），於正常營業時間內，檢查營業店鋪之硬體設備、環境衛生、商品之

品質及衛生、原物料之保存、人員工作表現及營運管理狀況，並得以取樣、檢驗、拍照或錄影存查，授權人亦得隨時請求被授權人提供營業店鋪內之即時影像或照片，供授權人檢視，如授權人認為照片有不足者，得請求被授權人提供指定區域之即時影像或照片。被授權人應就授權人要求改善之事項，予以改正。

1. After notifying Franchisee (including of the inspector's name), Franchisor shall be entitled to, during normal business hours, inspect the Store' hardware, environment and sanitation, quality and sanitation of commodities, preservation of raw materials, performance of employees, and status of operation and management, and to take samples, conduct examination, take photos or videos for records. In addition, Franchisor may at any time request Franchisee to provide instant images or photos of the Store for Franchisor's inspection. If Franchisor believes the photos are insufficient, it may request Franchisee to provide instant images or photos showing a designated area of the Store. Franchisee shall make any correction as requested by Franchisor to make such correction.

二、授權人得通知被授權人後（包含通知查核人員之姓名），於正常營業時間內查核，查閱及複印各營業店鋪營運相關之數據資料，包括但不限於銷售額、營業額等，且被授權人應即時且完整提供授權人所需要之資訊。

2. After notifying Franchisee (including of the inspector's name), Franchisor shall be entitled to audit, inspect and make copies of relevant data related to the operation of each Franchise Store during normal business hours, including but not limited to sales and revenue; Franchisee shall timely and completely provide all information as

needed by Franchisor.

**三、前二項情形，被授權人如經授權人要求，應指派人員協同在場並提供協助，授權人所派查核人員應於到場時提供身分證件予被授權人核對身分，且不得對被授權人之營業造成妨礙。**

3. Under the circumstances prescribed in the preceding two Paragraphs, Franchisee, if requested by Franchisor, shall dispatch personnel to be present to accompany and assist in the audits. The auditor sent from Franchisor shall provide identification documentation to Franchisee for verification of identity upon arrival on-site. The auditor shall not obstruct business operation of Franchisee.

**四、於被授權人籌備營業店鋪之準備階段，授權人亦得於通知被授權人後，檢查及拍攝營業店鋪裝潢施工或整修之狀況。**

4. During Franchisee's preparation of setting up the Store, Franchisor may also inspect the status of decoration or refurbishment of the Store and take photos after notifying Franchisee.

**五、被授權人應提供授權人(i)所有營業店鋪顧客投訴之文件影本; (ii)所有主管機關就營業店鋪營運違反法令或有違反法令之虞事項溝通之影本; 及(iii)上述(i)及(ii)之後續處理結果之影本。授權人會不定時確認提供資料的方式。**

5. Franchisee shall submit to Franchisor (i) copies of any customer complaints relating to the Store; (ii) copies of any communications from public authorities about actual or potential violations of laws or regulations relating to the operation or occupancy of the Store; and (iii) copies of the handling results of (i) and (ii) as stated above. Franchisor will specify from time to time the manner of submission of this information to Franchisor.

## 第十八條 市場營運資料之提供

### Article 18 Provision of Market and Operation Information

一、被授權人應配合授權人研發需求，提供授權人所要求之市場分析資料（包括但不限於：競爭同業之商品相關資訊等）、原物料、設備等，以便授權人因應市場調整商品品項之內容及售價。

1. Franchisee shall provide market analysis data (including but not limited to information related to competitors' merchandise), information on raw material and equipment, requested by Franchisor so that Franchisor may respond to the market and adjust the content and prices of Merchandises.

二、授權人為商業經營之需求或因應市場變化，有權隨時變更商品配方、調配比例、包裝等，以維持授權人企業形象及品質之一致性。被授權人聲明並保證將嚴格遵守授權人變更之指示。被授權人不得任意自行變更商品調泡方式、比例、配方、包裝等內容及售價。此外，雙方同意為維持品質，故營業店鋪開幕後，半年內不推出新品；授權期間內由授權人全權統籌規劃商品上架波段與品項

2. Franchisor may adjust the formula, recipe, or packaging in order to meet the needs of the business operation or in response to changes in the market to maintain consistency of Franchisor's corporate identity and quality. Franchisee warrants and represent that it shall strictly comply with Franchisor's instruction in the amendment. Franchisee may not unilaterally change the method of preparing the products, formula, recipe, packaging, marketing content, and pricing. Furthermore, both Parties agree to maintain quality, within six (6) months following the opening of the Store, there shall be no new menu items; during the term of the franchise, Franchisor has the total

control over the menu item renewal schedule and item selection.

三、 凡新產品之研發、教學、確認品質，或因原物料更換以致飲品比例調整，或任何關於產品品質而須經授權人確認之事項，其相關衍生費用概由被授權人負擔。

3. All cost incurred from the development, training, quality confirmation of new product, or recipe adjustment due to the change of raw materials, or any matter regarding product quality subject to the confirmation by Franchisor, shall be borne by Franchisee.

#### 第十九條 電腦連線 Article 19 Computer Connections

一、 被授權人用於銷售用途之 POS(Point of sales)系統應選用雲端(Cloud-based)系統，並給予授權人前台(Front End)及後台(Back End)最高管理權限以行使稽核權。被授權人應將營業店鋪之實際營業額等資料，即時如實傳送予授權人，不得有使授權人誤信或隱匿營業額資訊之情事。前台收銀之交易資料(transaction)應於交易完成後，即刻(real-time)上傳至後台，最遲應於該交易日(business day)進行日結帳前，完成當日所有之補上傳作業。

1. Franchisee shall use and provide the Cloud-based access to its Point of Sales system (the “POS”) to Franchisor and grant Franchisor the highest level of administrator access to both Front End and Back End of the POS, to enable Franchisor to perform its audit right. Franchisee shall timely transfer actual sales data of the Store to Franchisor. In no event shall Franchisee make Franchisor misled by the POS information nor shall Franchisee hide any sales data from Franchisor. The transaction data from Front End of the POS shall be transmitted in real-time to Back End of the POS right after the completion of the

transaction; all transmission of sales data shall be uploaded no later than the account closing of such business day.

**二、被授權人如需對系統之軟硬體進行客製，應於預定執行前六(6)個月告知授權人。**

2. If Franchisee needs to customize the POS, it shall give notice to Franchisor six (6) months prior to the anticipated implementation date.

**三、被授權人應積極維護並確保 POS 系統之前後台正常使用，並配合授權人數據中心之建置需求，依特定格式拋轉需求明細或彙總資料至特定主機(server)，所需費用由被授權人負擔。**

3. Franchisee shall proactively maintain the POS to ensure that its Front and Back End are in functional operation, and in conjunction with the construction requirements of Franchisor's data center, transfer required details or summary data to specific server in a specific format, and Franchisee shall be responsible for the related cost and expense.

## **第二十條 攀附茶湯會商標之禁止**

Article 20 Prohibition of TPTEA Trademarks Free-Riding

除經授權人事前書面同意者外，被授權人不得為任何足以使消費者誤以為授權人與被授權人或任何事業體為同一事業、集團或關係企業之行為，包括但不限於：在任何有標示授權人之茶湯會商標或足以識別授權人之象徵之文件、網頁、影音廣告上，註記被授權人或他人之商標或具識別之文字、符號、標語、影像或旋律。

Unless with Franchisor's prior written consent, Franchisee shall not act in any way that may mislead customers into believing that Franchisor and Franchisee or any other business entities belong to the same enterprise or group, or are affiliated companies, including but not limited to: annotating the trademark, identifiable languages, symbols,

slogans, images or melody of Franchisee or others on any TPTEA Trademarks or documents, webpage, or audio/video advertisement that are sufficient to be identified as the symbol of Franchisor.

## 第四章保密義務

### Chapter 4 Confidentiality

#### 第二十一條 保密義務 Article 21 Confidentiality

一、於本契約期間內，被授權人對於授權人書面或口頭所揭露之全部技術指導內容、教育訓練手冊內容、營業秘密、技術或訣竅 (know-how)、原物料及設備供應廠商名單、經營管理知識、市場推廣計劃、擴充計劃、新產品市場、產品成本或財產、顧客，及其他一般客觀上可認為係授權人不欲為人知之資訊，以及營業店之營業額等財務、會計資訊（以下稱「機密資訊」），應以善良管理人之注意採取保密措施，包括但不限於：採取隔離措施以阻絕任何人及無職務上必要之員工或受任人接觸上開資訊、不得洩漏給任何自然人、法人、合夥或境外法人團體、與員工或受任人簽立保密程度與本契約相當之保密協議。被授權人之員工或受任人將機密資訊洩露者，被授權人應與該員工或受任人對授權人負連帶賠償之責。

1. During the Term of this Agreement, Franchisee shall exercise duty of care of a good administrator to prevent the disclosure of information provided by Franchisor either in writing or orally, including all technical guidance, education and training manuals, trade secrets, techniques or know-hows, lists of supplier of raw materials and equipment, knowledge for operation and management, market promotion plan, expansion plan, new market for products, product

costs or property, customers, any other information that would be normally and objectively considered as confidential, as well as financial or accounting information of the Store such as revenue (hereinafter referred to as “Confidential Information”). Franchisee shall adopt protective measures, including but not limited to: adopting segregation measures to prevent access by any person, employee, or mandatary who are not required to know the aforementioned information when performing his job duties, preventing disclosure to any other natural person, juridical person, partnership, or offshore juridical person, as well as signing a non-disclosure agreement with the employee or mandatary requiring the same degree of confidentiality as provided under this Agreement. In the event that Franchisee’s employee or mandatary discloses Confidential Information, Franchisee and its employee or mandatary shall be jointly and severally liable for any and all damages suffered or incurred by Franchisor.

二、本契約期間屆滿後或經一方終止後，被授權人應自動返還或刪除、銷毀機密資訊，不得自己或使他人保有任何之複製檔案、照片、影本或繕本，亦不得洩漏給任何自然人、法人、合夥或境外法人團體。如被授權人違反本項約定而第三人自被授權人竊取、知悉或接觸機密資訊者，被授權人應給付授權人懲罰性違約金美金參拾萬元(US\$300,000)元及賠償授權人因此所受之損害。

2. Franchisee shall automatically return, delete or destroy the Confidential Information upon the expiration, or either Party’s termination of this Agreement. Franchisee shall not personally or ask others to keep any of the copied files, photographs, photocopies, or

transcriptions; nor shall Franchisee disclose the aforementioned information to any other natural person, juridical person, partnership, or offshore juridical person. If Franchisee breaches this provision so that a third party steals, becomes aware of, or has access to Confidential Information, Franchisee shall pay Franchisor in the amount of Three Hundred Thousand United States Dollars (US\$300,000) as punitive damage, and Franchisee shall be responsible for any and all damages suffered or incurred by Franchisor.

### 三、授權人對於被授權人之營業額、成本、費用，應負保密之責。

3. Franchisor shall keep Franchisee's revenue, costs, and expenses confidential.

### 四、一方依法律之規定或因遵從政府機關、司法機關之命令而揭露機密資訊、他方之營業秘密或本契約之內容者，應於事前以書面通知他方，以使他方能及時採取因應措施。

4. If either Party is required by law or by government agency or judicial body to disclose the Confidential Information, trade secrets of the other Party, or the content of this Agreement, the disclosing Party shall notify the other Party in writing so that the other Party may timely take responsive measures.

### 五、雙方對於本契約之締結、內容、條件負保密義務。第二十一條所定保密義務於本契約期間屆滿後或經一方終止後，繼續有效。

5. Both Parties shall keep the execution, content, and terms and conditions of this Agreement confidential. The confidentiality obligation under this Article 21 shall survive after the expiration, or either Party's termination of this Agreement.

## 第五章競業禁止

### Chapter 5 Anti-Competition

#### 第二十二條 競業禁止 Article 22 Anti-Competition

被授權人認知並同意，被授權人接受了有價值的訓練及機密資訊，而該等訓練及機密資訊僅於被授權人依本契約被授權時始能接收或接觸，被授權人也同時行使了經營 TPTEA 系統的權利。因此被授權人同意以下競業禁止承諾：

Franchisee acknowledges and agrees that Franchisee receives valuable training and Confidential Information that Franchisee otherwise would not receive or have access to but for the rights licensed to Franchisee under this Agreement, and meanwhile Franchisee have received the right to operate a TPTEA system. Franchisee therefore agrees to the following noncompetition covenants:

一、除雙方另有約定外，「被授權人」包括股東、大股東、保證人、經理人、董事、合夥人、所有對於被授權人有所有權之人及其配偶及家庭成員。授權人得要求被授權人的管理人員及上述人員簽署一份競業禁止協議，形式必須達到授權人滿意，內容必須包括本條所述的競業禁止約定。

1. Unless otherwise agreed by the Parties, the term “Franchisee” as used in this Article includes, collectively and individually, all spouses and family members of any shareholders, members, principal owners, guarantors, officers, directors, managers, partners, as the case may be, and holders of any ownership interest in Franchisee. Franchisor may require Franchisee to obtain from Franchisee’s manager and other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to Franchisor that contains the non-

compete provisions of this Article.

二、被授權人同意在本契約期間屆滿或終止後二(2)年內，或出售營業店鋪或任何被授權人的利益二(2)年內（不管終止原因為何），不會直接間接在區域內從事或由第三人代被授權人從事或由被授權人代他人從事、或與任何人從事、或組織持有、管理、經營、受任、提供顧問諮詢、從事與授權人有利益衝突的競爭事業（如以下定義），除非是與本契約或其他授權人與被授權人簽訂的契約所允許之人。本條所謂之「競爭事業」是指任何銷售優質咖啡或茶飲或泡沫茶飲之營業佔其百分之五十(50%)以上營收之事業。

2. Franchisee agrees that Franchisee will not, during the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, or within two (2) years of the sale of the Store or any of Franchisee's interest, Franchisee will not in the Territory, either directly or indirectly, for Franchisee's self, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any Competitive Business (as defined below) other than one authorized by this Agreement or any other agreement between Franchisor and Franchisee. For purposes of this Article, a "Competitive Business" includes any business where 50% or more of its sales include the sale of gourmet coffees and teas, coffee or tea-based beverages, bubble tea.

三、被授權人同意本契約所約定的各項期間，在被授權人有違約情形或授權人欲執行相關權利時都將自動停止計算。雙方同意解釋上述承諾時將不受本契約其他條款或承諾的拘束。

3. Franchisee agree that the length of time in this Article will be tolled

for any period during which Franchisee is in breach of the covenants or any other period during which Franchisor seek to enforce this Agreement. The Parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

## 第六章違約效果

### Chapter 6 Breach of the Agreement

#### 第二十三條 終止及解除條款 Article 23 Termination and Rescission

##### 一、 本契約於期間屆滿之日自動終止。

1. This Agreement shall be terminated automatically on the day of expiration.

##### 二、 本契約得經授權人及被授權人書面同意終止。

2. This Agreement may be terminated upon the written consents of Franchisor and Franchisee.

##### 三、 本契約有下列情形之一時得終止之：

3. This Agreement may be terminated in the event of any one of the following:

(一) 被授權人有停業、歇業、解散、清算、無力償付、宣告破產、投資結構重組、與他人合併、分割、轉讓主要事業、轉讓被授權人之所有或重要部份資產、或被授權人之股東控制權有變動者，授權人得通知被授權人終止本契約。

- (1) In the event that Franchisee ceases operation, closes business, applies for dissolution or liquidation, becomes insolvent, declares bankruptcy, conducts investment structure reorganization, merges with another entity, divides into separate entities,

transfers main businesses, transfers all or an important part of assets of Franchisee, or variation in the control rights of shareholder of Franchisee, Franchisor may terminate this Agreement by giving notice to Franchisee.

(二) 被授權人違反本契約第三條之一、第四條、第六條、第七條、第八條、違反第十條第三項、第十二條第三項、第四項及/或第五項、違反第十三條致發生人員死亡或重大傷害、違反第十九條之規定或隱匿或使授權人誤信營業額者、違反第二十一條或其他因被授權人違約而導致授權人遭受政府單位、司法單位調查者，為重大違約，授權人得通知被授權人終止本契約。

(2) In the event of Franchisee's breach of Article 3-1, Article 4, Article 6, Article 7, Article 8 of this Agreement, Paragraph 3 of Article 10 or Paragraphs 3, 4 and/or 5 of Article 12, breach of Article 13 causing death or serious personal injury, breach of Article 19 or concealment or inducement of Franchisor to mistakenly believe the revenue, breach of Article 21 or other breaches of the Agreement by Franchisee causing Franchisor to be subject to investigation conducted by government authority or judicial agency, Franchisor may terminate this Agreement by giving notice to Franchisee.

(三) 被授權人違反本契約任一約定或債務不履行，經授權人以書面通知被授權人改善，收到授權人改善通知後三十(30)日內未予改善時，授權人得通知被授權人終止本契約。

(3) In the event of breach or non-performance of any of the provision of this Agreement and Franchisee's failure to correct the breach

and do not cure the default within thirty (30) days from the date Franchisee received Franchisor's written notice to cure, Franchisor may terminate this Agreement by giving notice to Franchisee.

(四) 被授權人每曆年度違約(不論是否已完成改正)次數累計達三(3)次者，授權人得通知被授權人終止本契約。

(4) If Franchisee breaches any provision of this Agreement (regardless of whether such breach is remedied or not) for a total of three (3) times during a calendar year, Franchisor may terminate this Agreement by giving notice to Franchisee.

(五) 如果授權人(或其任何附屬公司)與被授權人(或其任何附屬公司)之間的加盟契約書被終止，授權人可以通知被授權人終止本加盟契約書。

(5) If any other Franchise Agreement between Franchisor (or any of its affiliate) and Franchisee (or any of its affiliates) is terminated, Franchisor may terminate this Agreement by giving notice to Franchisee.

四、被授權人有前第三項第(二)款之情形之一者，授權人得請求被授權人給付懲罰性違約金美金壹拾萬元(US\$100,000)及請求賠償授權人因此所受之任何損害損失及支出之律師費、訴訟費用。

4. In the event of breach by Franchisee as stipulated in Subparagraph (2) of the preceding Paragraph 3, Franchisor may claim against Franchisee for punitive damages in the amount of One Hundred Thousand United States Dollars (US\$100,000) as well as any damages, losses, attorney fees, and litigation expenses incurred by Franchisor.

五、被授權人有第三項第(二)款以外之違約情形，經授權人書面(含

電子郵件) 限期改善而未改善者，授權人得請求被授權人給付懲罰性違約金，以每次美金壹萬伍仟元(US\$15,000)計 (同一事件得按次累計) 及請求賠償授權人因此所受之任何損害損失及支出之律師費、訴訟費用。

5. If Franchisee breaches any provision of this Agreement other than Subparagraph (2) of Paragraph 3 and fails to correct within the time specified by Franchisor in writing (including via e-mail), Franchisor may each time claim against Franchisee for punitive damages in the amount of Fifteen Thousand United States Dollars (US\$15,000) (Punitive damages may be accumulated for the same breach for each time the breach has failed to be corrected) as well as any damages, losses, attorney fees, and litigation expenses incurred by Franchisor.

六、如因下述事項：(1)因可歸責於被授權人事由且未經授權人同意，或(2)因被授權人積欠費用、債務不履行經授權人催告仍不履行，致本契約提前終止時，授權人得沒收本契約第八條之履約保證金並請求賠償授權人因此所受之任何損害損失及支出之律師費、訴訟費用。

6. Franchisor may confiscate Security Deposit as stated in Article 8 herein and request all litigation costs and attorney fees incurred as well as all damages arising therefrom due to (1) the event that the Franchisee is responsible for and without Franchisor's consent; or (2) the Franchisee's breach or failure of performance in payment after Franchisor's previous notification for correction and result in the termination of this Agreement before the expiration date.

七、所有明示或暗示應在本契約終止或屆滿後繼續有效的條款將不受本契約屆滿或終止的影響，繼續有效。

7. The expiration or termination of this Agreement will not affect any

provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, and will remain in full force and effect.

八、本契約之終止或屆滿不影響雙方就終止或屆滿前已產生的責任義務之求償權利或救濟，包括因本契約屆滿或終止前已發生的違約定額賠償金之請求。

8. Termination or expiration of this Agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiration, including the right to claim liquidated damages in respect of any breach of the Agreement which existed at or before the date of termination or expiration.

九、被授權人應在終止日起三十(30)日內支付依據本契約應付之一切款項，包括但不限於任何一切教育訓練費用、懲罰性違約金、損害賠償、罰款、顧問差旅費，以及協助人員費用及檢查費用。

9. Franchisee shall be liable to pay within thirty (30) days of the termination date all payments subject to this Agreement, including, but not limited to, any and all education training expenses, punitive damage, compensation, fines, travel fees of consultants and assisting personnel and examination fees.

十、於本契約終止時，授權人之所有授權均失效。除非本契約另有合意，關於茶湯會商標，與其他有關加盟事業之事項，被授權人應依下列規定辦理：

10.Upon the termination of this Agreement, all rights authorized by Franchisor shall cease to be effective. Unless otherwise agreed in this Agreement, with regard to the TPTEA Trademarks and another matters relevant to Franchise Business, Franchisee shall act, in accordance with the following provisions:

(一) 被授權人應停止使用茶湯會商標以及與加盟事業有關之標示及標誌。被授權人不得直接或間接公開宣稱被授權人為茶湯會加盟事業之現任或前任成員，亦不得直接或間接公開宣稱被授權人與茶湯會加盟事業有任何關係。授權人授予被授權人之一切權利均應失效。

(1) Franchisee shall cease the usage of TPTEA Trademarks, and any marks and logos related to Franchise Business. Franchisee shall not declare to the public directly or indirectly that Franchisee is incumbent or former member of TPTEA's Franchise Business or that there is any relationship between Franchisee and TPTEA's Franchise Business or Franchisor. All rights granted by Franchisor to Franchisee shall cease to be effective.

(二) 被授權人應自本契約終止起二十(20)日內返還所有與加盟事業有關，以及由授權人提供的資訊，包括但不限於所有手冊、光碟與教育訓練材料，以及其副本、影本、抄錄本。

(2) Franchisee shall return all materials or information which are related to the Franchise Business and are provided by Franchisor including, but not limited to all manuals, visual discs and education and training materials and their counterparts, copies and duplicates within twenty (20) days upon termination of this Agreement.

(三) 自本契約終止起七(7)日內，被授權人與營業店鋪應移除內部與外部佈置、裝飾、家俱、發票、樣品、展示模型、陳設、設計、營業店鋪、及其他材料上茶湯會商標與其他有關加盟事業之標示與標誌，並以適當方式加以銷毀。如果被授權人遲延移除茶湯會商標或其他有關加盟事業之標示

或標誌，授權人得自行或委託第三方進行移除，而起因於或有關於此等移出工作的一切費用均應由被授權人負擔。

(3) Within seven (7) days upon the termination of this Agreement, Franchisee and the Store shall remove all TPTEA Trademarks and marks and logos related to Franchise Business from internal and external adornment, decorations, furniture, invoices, samples, models, layout, design and other materials in its Store and destroy them in an appropriate manner. In the event that Franchisee overdue to dismantle TPTEA Trademarks or marks or logos related to Franchise Business, Franchisor shall be entitled to remove by itself or its authorized third party and all expenses incurred from or related to such removal shall be borne by Franchisee.

**十一、** 於本契約終止時，如授權人或其指定第三人將使用授權地區內營業店鋪之一部或全部，被授權人應自本契約終止時起即刻將所有與營業店鋪經營有關之一切資訊或檔案，包括但不限於營業店鋪員工或顧客的資訊，提供給授權人。

11.Upon the termination of this Agreement, in the event that Franchisor or its designated third party is going to continue the operations of the Store in the Territory, Franchisee shall immediately after the termination of this Agreement, provide all information or files related to the operations of the Store, including but not limited to information of Store's employee and customers information to Franchisor.

**十二、** 於本契約終止時，授權人有權對被授權人及其營業店鋪進行查核，被授權人與其營業店鋪應就此等查核與授權人充分配合直

到授權人以書面形式通知被授權人已完成查核時為止。

12.Upon the termination of this Agreement, Franchisor shall be entitled to conduct an inspection on the Franchisee and its Store and Franchisee and its Store shall cooperate fully with Franchisor for such inspection until Franchisor has notified Franchisee of the completion of the inspection in written form.

## 第七章附則

### Chapter 7 Miscellaneous

#### 第二十四條 準據法及管轄條款

##### Article 24 Choice of Law and Jurisdiction

一、本契約之解釋及本契約就雙方之實體權利義務關係未約定者，依中華民國（臺灣）之法律。

1. This Agreement and any of the Parties' rights and obligations not stipulated in this Agreement shall be governed by and construed in accordance with the laws of the Republic of China (Taiwan).

二、雙方就本契約所衍生之一切糾紛，應先以最大之善意以協商解決，如仍未能解決者，同意由臺灣臺中地方法院為專屬第一審管轄法院，提付訴訟解決，且同意以確定之臺灣法院判決於各法領域作為強制執行之依據。

2. The Parties shall use best efforts solve any dispute arising out of or in relation to this Agreement in good faith through negotiation between the Parties. If the Parties fail to resolve the dispute, both Parties agree to refer the dispute to the exclusive jurisdiction of the Taiwan Taichung District Court and agree that final judgments issued by Taiwan courts as to relevant areas of laws is the basis of compulsory execution.

三、本契約之中、英文用語均具有同等之法律效力，如中、英文用語相衝突者，以中文為準。

3. This Agreement is to be executed in both English and Chinese language, both of which are with the same legal validity. In case of any discrepancy between the Chinese and the English versions, the Chinese version shall prevail.

## 第二十五條 通知地址 Article 25 Notice

所有通知或依本契約之其他聯繫應以書面為之並於以下所列視為已合法通知並送達：(a)如為親送，於親送當日，(b)如以電子郵件為之，於以電子郵件或其他方式書面確認收到之日，(c)如利用具信譽之隔日快遞之隔日快遞服務寄送，於寄送日後的第一個工作日，或(d)如以預付郵資之掛號郵件寄送，以確認收到之日或寄件日後的第五(5)個工作日(以孰早者為準)。通知聯繫之地址及電子郵件應依本契約簽名頁所示。一方如有變更送達地址或電子郵件，未經書面通知他方不生效力。

All notices and other communications hereunder shall be in writing and shall be deemed duly given and delivered (a) on the date of delivery if sent personally, (b) if by e-mail, on the date upon written confirmation of receipt by e-mail or otherwise, (c) on the first business day following the date of dispatch if sent utilizing a next-day service by a reputable next-day courier or (d) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if sent by registered or certified mail, postage prepaid. The address and email for such notices and communications shall be as set forth on the signature pages attached hereto. Any change in notice address or email

shall have no effect without duly giving a written notice to the other Party.

## 第二十六條 契約之修正 Article 26 Amendment

本契約簽訂後須經雙方合意並簽訂書面始得變更。但授權人得為商業經營之需求及因應市場變化、提升品牌競爭力之目的，於正當合理之範圍內修正本契約之附件內容。

This Agreement may only be modified by the Parties in writing, provided, however, that Franchisor reserves the right to reasonably update and amend the exhibits and appendices of this Agreement as dictated by business operation, market requirement, and the need to increase brand awareness and competitiveness.

## 第二十七條 契約份數 Article 27 Copies

本契約一式二份，雙方各執一份。

This Agreement shall be executed in two counterparts, each of which is kept by each Party.

## 第二十八條 棄權 Article 28 Waiver

一方對他方違反之條款之棄權效力僅限適用於就該條款及該特定違約事件。

The waiver by either Party of a breach of any provision of this Agreement applies only to that one breach and only to that one provision.

## 第二十九條 衝突 Article 29 Conflict

如果因任何原因本契約之任何條款遭有管轄權法院判定為無效或與現存法令有衝突，其餘條款應仍對雙方有拘束力，遭判定不合法或與法令衝突之條款則視為非本契約之一部份。

If, for any reason, any provision of this Agreement is determined by competent court to be invalid or to conflict with applicable laws, then the remaining provisions will continue to bind the Parties and the invalid or conflicting provision will be deemed not to be a part of this Agreement.

## 第三十條 累積救濟 Article 30 Remedies

授權人之權利及救濟均可累積。

Franchisee's rights and remedies are cumulative.

## 第三十一條 完整契約 Article 31 Entirety

本契約及所指涉之文件構成雙方就本契約事項完整所有的合意，並取代先前所有的協議。

This Agreement and the documents referred to herein will be the entire, full and complete agreement between Franchisee and Franchisor concerning the subject matter of this Agreement, which supersedes all prior agreements.

## 第三十二條 獨立事業 Article 32 Independent Entity

授權人與被授權人為各自獨立之事業。被授權人無權代理或代表授權人為任何法律行為，授權人也不就被授權人故意或過失之作為或不作為、債務或其他義務負責，如授權人因被授權人之無權

代理或代表、或被授權人故意或過失之作為或不作為、或債務或其他義務而受有損害，被授權人應賠償授權人的損害及支出的各項成本或費用，包括但不限於合理的律師費。被授權人在本事業的成功僅為預測，並相當大程度取決於被授權人獨立以事業所有人經營事業的能力。授權人不保證授權人所認可之地點可以達到一定之營收或利潤。如果授權人提供據點之地圖、人口統計資料或其他資訊給被授權人，授權人不保證該資料之完整性、正確性及是否為最新資料。授權人並未聲明被授權人可以找到適合的地點或被授權人可以開發營業店鋪。被授權人也知悉且瞭解授權人並不作任何明示或有限制的聲明保證或承諾在認可的據點經營營業店鋪即可以有利潤或一定成功。以下簽名代表被授權人是基於獨立調查茶湯會系統及據點後之結果簽署本契約。

Franchisor and Franchisee are independent entities. Franchisee is not entitled to conduct any legal act on behalf of Franchisor, and Franchisor is not liable for any intentional or negligent act or omission, duties or liabilities of Franchisee. If Franchisor is damaged due to any unauthorized act, intentional or negligent act or omission of Franchisee, Franchisee shall defend and hold Franchisor harmless, and be responsible for any damages, cost or expenses suffered or incurred by Franchisor, which including but not limited to reasonable attorney fee. Franchisee's success in this business is speculative and depends, to an important extent, upon Franchisee's ability as an independent business owner. Franchisor does not represent or warrant that locations Franchisor approves will achieve a certain level of sales or be profitable. If Franchisor provides maps, demographics or other information to Franchisee in connection with the Site, Franchisor does so without any representation or warranty that the information is

complete, accurate or current. Franchisor does not represent that Franchisee will be able to find or secure appropriate location or that Franchisee will be able to develop the Store. Franchisee further acknowledge and understand that Franchisor make no representation, promise, warranty, or guarantee, express or limed, that the Store operates at the approved Site will be profitable or otherwise successful. By Franchisee's signature below, Franchisee acknowledge that Franchisee have entered into this Agreement after making an independent investigation of the TPTEA System and the Site.

### 第三十三條 不可抗力事件 Article 33 Force Majeure

不可抗力事件係指使因防止、延遲或阻止授權人履行本契約任何一部份之事件，其可能因罷工、停工、勞資糾紛、天然災害、缺乏服務、勞動力、原物料無法找到合理的替代品，或因政府措施、社會動亂、火災或其他事故，或其他授權人無法控制的因素。如有不可抗力事件，授權人不負遲延履行本契約或不履行本契約之責任。

An event of Force Majeure will mean an event where Franchisor is unable to perform any portion this Agreement by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, government actions, civil commotions, fire or other casualty, or other causes beyond Franchisor's reasonable control. During any event of Force Majeure, Franchisor is not liable for delay of performance or non-performance hereunder.

## 第三十四條 在某些州不適用放棄或信賴免責條款 Article 34 No Waiver or Disclaimer of Reliance in Certain States

以下規定僅適用於加州、夏威夷州、伊利諾州、印第安納州、馬裡蘭州、密西根州、明尼蘇達州、紐約州、北達科他州、羅德島州、南達科他州、維吉尼亞州、華盛頓州、或威斯康辛州：

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

被授權人簽署或同意的與特許經營關係開始有關的任何聲明、調查問卷或確認書均不具有以下效力：(i) 放棄任何適用的州特許經營法下的任何索賠，包括誘導中的欺詐行為，或(ii) 對授權人、任何特許經營賣方或代表授權人行事的任何其他人所作的任何陳述的信賴免責。本條款取代與特許經營相關的任何文件的任何其他條款。

No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

雙方均已瞭解契約內容，並以獲得授權之簽約代表人於下方簽名。

In Witness Whereof, the Parties have been given full understanding as to the extent of the Agreement and do so by acknowledging with due signature and endorsement by authorized signatories from the parties as provided below.

授權人/Franchisor: TPTEA USA INC.

登記編號/Unified Business Number: 32-0561838

法定代表人/Authorized Representative: 劉彥邦/Yen-Pang Liu

登記所在地/Registered Address: 919 North Market Street, Suite 950  
Wilmington, DE 19801

電子郵件 (代表帳號) /Official Email: intl@tp-tea.com

日期/Date:

被授權人/Franchisee:

登記編號/Unified Business Number:

法定代表人/Authorized Representative:

登記所在地/Registered Address:

電子郵件 (代表帳號) /Official Email:

日期/Date:

附件 1 Appendix 1

茶湯會商標 TPTEA Trademarks

茶湯會

TPTea



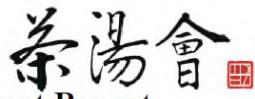
茶湯會



TP TEA



附件 2 Appendix 2  
續約考核辦法 TPTEA Renewal Assessment Report

**區域授權續約評核表**   
**Exclusive Regional Franchise Renewal Assessment Report**

申請人 Applicant :

填寫日期 Submitted :

年/Year

月/Month

日/Day

**壹、區域授權資料 Exclusive Regional Franchise Information**

授權區域 Franchise Area		授權期間 Agreement Duration	
公司名稱 Company Name		區域負責人 Responsible Personnel	

**貳、合作評估表 Cooperation Assessment Chart**

每項目評核頻率，依該年度實際發生次數記錄評核。

Assessment frequency by category will be assessed by its real audit time.

評核期間 Period	From _____ 年/Year _____ 月 /Month _____ 日 /Day To 至 _____ 年/Year _____ 月 /Month _____ 日 /Day	佔 比 Percentage	評核分數 Actual Score
項目 Item	內容 Content		
門店運作 Operation	教育訓練、品質管理 Training, quality control	40%	單項合計 分
進貨配合 Procurement	主副料、設備、器具之訂貨配合度與緊急追貨狀況 Raw materials and accessories, equipment, utensil ordering cooperation and urgent supplement purchasing	10%	單項合計 分
款項配合 Payment	各式款項給付之時效性 Timeliness of payment	10%	單項合計 分
展店配合 Development	展店時程與開店數 Business plan schedule, the number of the stores	20%	單項合計 分
行銷企劃 Marketing	行銷策略、規劃、執行等成效 Marketing strategy, plan and execution	10%	單項合計 分
經營管理 Management	經營者之經營理念與品牌認同度、品牌維護用心度、總部組織機能完善度等(代理方各部門) Business concept, brand identity, brand maintenance. Headquarter organization, structure function, etc. (all departments)	10%	單項合計 分
<b>評 核 計 分 Section Score</b>		<b>合計 Total</b>	<b>分</b>
違規勸導單 Warning Notice	黃單事件與開單數量 (每單扣 4 分) Yellow advice notice: every ticket will deducts 4 points from the total section score.	—	分
	紅單事件與開單數量 (每單扣 10 分) Red advice notice: every ticket will deducts 10 points from the total section score.	—	分
品牌形象 Brand Image	具體事實行為被媒體正面報導者 (5-10 分) The positive effect of facts reported via media: add points (5-10 points) to total section score.	+	分
<b>評 核 總 分 Total Score</b>		<b>合計 Total</b>	<b>分</b>

TP TEA

本函為茶湯會之智慧財產權，任何人不得以抄錄、錄影、拍照等方式流出，違者必究。


**叁、區域授權期間評核總表 Renewal Assessment Report**

第一年 評核總分 1 <sup>st</sup> Year Score	第二年 評核總分 2 <sup>nd</sup> Year Score	第三年 評核總分 3 <sup>rd</sup> Year Score	第四年 評核總分 4 <sup>th</sup> Year Score	第五年 評核總分 5 <sup>th</sup> Year Score	第六年 評核總分 6 <sup>th</sup> Year Score
分	分	分	分	分	分
第一至六年 平均評核總分 Average Score for 6 years :			續約級距評核 Renewal Grade :		
續約年度 Renewal Year :			續約期間 Renewal Period :		

**肆、續約級距條件 Renewal Requirement**

(以區域授權合約期間內，每次續約評核平均分數評定是否符合續約資格)

The qualification of agreement renewal is evaluated by the previous average score in the term of this agreement.

級距 Grade	標準 Standard	續約金 Renewal Fee	續約年度 Renewal Period
A 級	80(含)分以上者 Score 80 inclusive and above	授權金 10% 10% of the Franchise Fee	續約 5 年 5 years
B 級	60(含)分以上未達 80 分者 Score above 60 inclusive and below 80	授權金 10% 10% of the Franchise Fee	續約 3 年 3 years
C 級	60 分以下者 Score below 60	不續約 The term shall not be extended	

備註：區域授權續約評核表正本留存於台灣總部，掃描副本於區域總部。

Remark : This original document copy should be stored in Taiwan headquarter, and scanned copy of original document in local regional franchise headquarter.

加盟與海外事業處 處長	行銷部	財務部	採購部	策略開發部	海外營運部	營運專員
Director of Business Development Division	Marketing Development	Accounting Development	Purchasing Development	Business Strategy Manager	Oversea Operation Manager	Operation Supervisor

<b>茶湯會 違規勸導單 TP TEA Warning Notice of Violation</b>					
Area :	Date :	mm	dd	yy	
Store :	Time :				
違規事件 (勾選) The violation affair (tick)					
<b>黃單區 Yellow</b>					
<input type="checkbox"/> 1、內場、茶房手法及輔導事項未依公司規定。 Do not follow the rule of company for bartender、tea extract maker's technique or other items.					
<input type="checkbox"/> 2、自製品超過時效(e.g:珍珠，原汁茶)。 Homemade material is not in the period of validity.(e.g.: tapioca, tea extract)					
<b>紅單區 Red</b>					
<input type="checkbox"/> 1、內場、茶房手法及輔導事項未依公司規定累犯三次(含)以上者。 Do not follow the rule of company for bartender、tea maker's technique or other items and more than three times inclusive.					
<input type="checkbox"/> 2、自行修改飲品配方販售者。 Change the recipe of products to sell.					
<input type="checkbox"/> 3、店舖自行停售公司商品。 Stop selling products without approved by Taiwan headquarter.					
<input type="checkbox"/> 4、原物料超過使用期限。 Raw material and accessories are not in the period of validity.					
<input type="checkbox"/> 5、不配合總部人員稽核。 Do not cooperate with the Taiwan HQ of the assessment.					
<input type="checkbox"/> 6、私自複製、張貼佈告公司機密資訊 (e.g.配方、比例程式...等) 者。 Copy or post the classified information of company (e.g. recipe, formula, etc.).					
<input type="checkbox"/> 7、開訓手冊或其他公司交付技術文件(包括技術專業、SOP、配方、比例程式等) 未盡保管義務者。 Training manuals and company technical documents (e.g. professional skills、SOP、recipe, formula, etc.) are not kept properly.					
<b>* 勸導單注意事項 The note of warning notice</b>					
1、業主若有不服情事，請於勸導單開立後7天內，以書面呈交總部評核。 If there is any objection to the warning notice, please raise official written documents to HQ in 7 days.					
2、勸導單將列入加盟續約之年度分數計算。 The warning notice of violation will be counted in total score of annual Renewal Assessment Report.					
稽核人員建議 : The advice from inspector:					
稽核人員簽章 : The inspector's signature:			業主簽章 : The franchisee's signature:		
<b>備註說明 : Remark:</b>					
1、黃單扣年度區域授權續約評核之總分4分。 When a yellow warning notice is issued, 4 points will be deducted on total score of annual Renewal Assessment Report.					
2、紅單扣年度區域授權續約評核之總分10分。 When a red warning notice is issued, 10 points will be deducted on total score of annual Renewal Assessment Report.					
3、黃單(一式三聯)：正聯(白)繳回總部，第二聯(紅)交由海外事業部存查，第三聯(黃)交由加盟業主。 The yellow warning notice has to be completed in triplicate with the original (white) being kept by Taiwan HQ, and the copies going to the international development department(red) and franchisee (yellow).					
4、紅單(一式三聯)：正聯(白)繳回總部，第二聯(黃)交由海外事業部存查，第三聯(紅)交由加盟業主。 The red warning notice has to be completed in triplicate with the original (white) being kept by Taiwan HQ, and the copies going to the international development department(red) and franchisee (yellow).					
總經理 : GM:		處長 : Director:		區長 : Area Manager:	

【附件二 Appendix 2】區域授權續約評核表\_附件2\_海外營業稽核表 Store Audit Form

### 茶湯會海外稽核表 TP TEA Inspection Form

區域Area : 門店Store : 日期Date : (In) (Leave)

現場忙碌情形Business situation : 稽核人員 Inspector :

項目 Subject	評定細項 Item	備 註 說 明 ( 以下單項不符合標準則扣 1 分 ) Item Description ( 1 point will be deducted on each item below standard )	占分 Points	給分 Score
教育訓練 Training 50%	各類表格完整性 Completeness of form 人員操作 SOP	門店表格 (崗位進度表, 品質表一, 茶房加工表.....) Store forms ( station training schedule, QC daily report, tea inventory table, etc.) 管理表格 (排班表, 幹部檢查表) Form management (shift schedule, supervisor's checking list )	8	
		崗位技能與觀念驗收 Station skills and concept	4	
		櫃台：服務熱忱，產品介紹，操作流程 Cashier : service passion, product introduction, SOP for ordering and serving		
		內場：基本功手法、修茶手法、調泡流程符合SOP Bartender : basic technique, tea modification technique, SOP for making teas		
		茶房：煮茶機操作，冷卻機操作，茶奶攪拌，珍珠煮製 Tea Maker : the operation of Tea Brewer, the operation of cooling machine, Stirring tea milk, Cooking and cooling pearl		
		資格狀態定驗收 (單店三~七崗基本崗位數) Qualified certification verification ( For each store, there must be at least two staffs passing two station certification, and one passing three station certification, 7 qualified certification in total )	28	
	課程安排與執行 Lessons arrangement and execution	教育課程安排設定 Education lessons arrangement	6	
		教育手冊使用 The using of training manual	4	
單項合計Score :				
教育訓練建議事項 Suggestion :				

項目 Subject	評定細項 Item	備 註 說 明 ( 以下單項不符合標準則扣 3 分 ) Item Description ( 3 point will be deducted on each item below standard )	占分 Points	給分 Score
品質管理 Quality 50%	原汁茶品質管理 Tea extract	冷卻原汁溫度管理、現場原汁溫度管理 Tea extract cooling temperature management, the management of using tea extract	5	
		各項原物料管理 Raw materials and accessories	10	
	成品茶品質管理 Product	紅茶類試喝：香氣、茶感、飽和 Black tea : aroma, flavor, body	10	
		綠茶類試喝：香氣、茶感、飽和 Jasmine green tea : aroma, flavor, body	10	
		觀音類試喝：香氣、茶感、飽和 Tie Guan Yin : aroma, flavor, body	10	
	表一執行狀況 QC daily report execution	品質表一執行評分，口感正確性 Execution of QC daily report, standard of taste	5	
單項合計Score :				
品質建議事項 Suggestion :				
店主管反應問題/討論事項 Store manager's feedback / discussion issue :				

合計總分Total Score :

處長Department manager

區長Area supervisor

稽核人員Inspector

店主管Store manager

## 附件 3 Appendix 3

### 崗位鑑定項目與評核辦法 Test of stations and standard of assessment

#### 崗位鑑定項目與評核辦法

#### Test of stations and standard of assessment

#### 一、櫃台人員術科鑑定 Station of Cashier

鑑定方式：鑑定時段為櫃檯與顧客服務中，隨機抽測

Test time : It is a random test when cashier serve customers.

評分項目 Assessment subject	評分重點 Assessment point
環境 12%Enviroment 服儀 4%Costume	外圍環境清潔度、POS 機週邊清潔及整齊性、櫃檯內外物品擺設完整性、櫃檯服裝儀容是否標準 The surrounding environment cleanliness、the peripheral of POS machines cleanliness、Items on front desk inside and outside is integrity、Whether the cashier's costume meets the standard.
態度 18% Attitude	招呼帶動、語調表現、笑容表現、奉茶態度、與顧客眼神交會、給茶方式(成品茶及奉茶) Greeting、present tone、present smile、attitude of serving tea、eyes contact with customer、the way of giving product(products and serving tea)
收銀流程 28% Working process of cashier	顧客動線引導安排、奉茶時機點及特色介紹、行銷活動訊息推廣 Customer queuing arrangement、timing of serving tea、the feature of product introduction、promotions information communication 特色商品主動推薦、KEY 單內容正確性、號碼單給予及說明、收銀找零是否完整、包裝正確性及完整性、喊單給茶服務用語 The features of product initiative recommendation、Whether the content of order is correct、awaiting numbers providing and explanation、Whether the process of receiving payment and changes are correct、Whether the packing process is correct and complete、the speaking way of serving the products to customer
電話禮儀 4% Phone manners	電話接聽用語清晰完整、語調有活力、速度適中 Speaking clearly with dynamic tone and moderate speed in telephone
專業知識 34% Specialized knowledge	特色產品介紹、行銷活動宣傳及促銷方法說明、提升客單價技巧、客怨處理、服務觀念 The features of product introduction、the explanation of promotions information、skills to raise AC、customer complaint handling、sense of service

## 二、茶房人員術科鑑定 Station of Tea Extract

鑑定方式：安排應試者為開早品管人員進行測試

Test time: Candidate must work day shift to make tea extract before opening.

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評分項目 Assessment subject	評分重點 Assessment point
流程安排 8% Process arrangement	整體泡茶流程安排 Process of tea making 泡茶前準備事項 (煮茶機、清潔保溫桶、加工表、表一) Preparing before tea making(tea making machine、clean the insulation tea tank、tea processing table、daily report)
工作習慣 6% Working habits	擦拭習慣 (檯面及鍋底、電磁爐面板) Wipe habits(platform、bottom of pot、induction cooker) 物品歸定位習慣 Items to return
煮茶機 15% Tea making machine	開機後清潔流程與操作流程是否正確(鋪茶手法、泡茶流程) Whether the process of cleaning and operating are correct (Pour the leaf into the infuser, making tea process)
冷卻原汁 15% Cooling tea	操作順序流程(前置作業、冰塊、冷卻流程、速度) The operation sequence process(Preparation, ice, tea's cooling process, speed)
珍珠手法 18% Technique of cooking tapioca	前製流程、煮製流程、冰鎮流程 Process of preparation、cooking、cooling
茶奶手法 18% Technique of Mixture of tea and creamer	攪拌手法是否正確 Whether the stirring technique is correct
口感 20% Taste and flavor	冰涼、香氣、濃度、飽和、可以、不好喝 Cold level、aroma、density、body、good or not

## 三、內場人員術科鑑定 Station of Bartender

鑑定方式：安排現場較不忙的時間點，以不影響現場吧台供應現場客人為主。

Test time: the test will start when the business is not busy. depending on the bartender will not be affected

評分項目 Assessment subject	評分重點 Assessment point
禮貌 5% Etiquette	服儀(帽子、圍裙、頭髮、鬍渣)、招呼語、介紹詞 Appearance(hat, apron, hair, beard), greeting, introduction words
速度 10% Speed	對於現場的供應是快速準確 Whether the supply speed is fast and correct.
流程 15% Process	調泡順序安排、調泡程序、服裝儀容、禮節 Arrangement and sequence of tea making、costume、courtesy
工作習慣 10% Working habits	準備前、調泡後、使用器具慣性、檯面環境整齊清潔度 The habits of using utensils、platform environment cleanliness before and after tea making.
基本功手法 25% Basic technique	抓冰量的正確性、茶湯量準確度、副料量的正確性、加熱基本功 The quantity of ice、tea extract、raw material and accessories、the heating technique.
口感 35% Taste and flavor	成品茶的口感的判斷：冰比、整體的冰涼度、飽和感與融合感 The taste of product : rate of ice、cold level、body、mixture levfel

## 附件 4 Appendix 4

### 銷售商品品項及價格表 Menu Item and Recommended Price

【附件五 Appendix 5】銷售商品品項及價格表(海外初期版) Menu Item and Recommended Price

海外初期-銷售商品品項及價格表

Menu Item and Recommended Price for International Market (First Stage)



類別 Category	品名 Item	冷飲 Cold	建議售價 Recommended Price	熱飲 Hot	建議售價 Recommended Price
原味茶 Original Tea (C_5 ; H_5)	蔗香紅茶 Signature Black Tea	●		●	
	特級翡翠綠 Premium Green Tea	●		●	
	碳燒鐵觀音 TieGuanYin Tea	●		●	
	珍珠紅茶 Pearl Black Tea	●		●	
	珍珠綠茶 Pearl Green Tea	●		●	
奶茶類 Milk Tea (C_3 ; H_2)	蔗香奶茶 Milk Tea	●		●	
	珍珠奶茶 Pearl Milk Tea	●		●	
	小時候奶茶 Taiwan Classic Milk Tea	●			
調味茶 Flavored Tea (C_7 ; H_1)	檸檬紅茶 Lemon Black Tea	●		●	
	翡翠檸檬 Lemon Premium Green Tea	●			
	檸檬蜜茶 Honey Lemon	●			
	蜂蜜綠茶 Honey Green Tea	●			
	百香綠茶 Passion Fruit Green Tea	●			
	檸檬蘆薈蜜 Honey Lemon with Aloe	●			
	百香蘆薈綠 Passion Fruit Green Tea with Aloe	●			
拿鐵類 Tea latte (C_10 ; H_10)	紅茶拿鐵 Black Tea Latte	●		●	
	翡翠拿鐵 Premium Green Tea Latte	●		●	
	觀音拿鐵 TieGuanYin Tea Latte	●		●	
	抹茶拿鐵 Matcha Latte	●		●	
	抹茶紅豆拿鐵 Matcha Latte with Red Bean	●		●	
	紅豆拿鐵 Black Tea Latte with Red Bean	●		●	
	珍珠紅豆拿鐵 Pearl Black Tea Latte with Red Bean	●		●	
	珍珠紅茶拿鐵 Pearl Black Tea Latte	●		●	
	珍珠翡翠拿鐵 Pearl Premium Green Tea Latte	●		●	
	珍珠觀音拿鐵 Pearl TieGuanYin Tea Latte	●		●	

總品項數  
Total item

25

18

## 附件 5 Appendix 5

指定專向授權人或授權人核准供應商採購之品項表及專用訂單

Designated Items that Franchisee shall purchase from Franchisor or suppliers

approved by Franchisor and Purchase Order



**專用訂購單  
Order List**

訂單日期Date :							
料號 Material Number	商品名稱 Item	規格 Description	單位 Unit	單價(USD) UNIT PRICE (USD)	數量 QUANTITY	金額小計 AMOUNT	備註 REMARK
茶葉主料 Tea							
						US\$	-
茶葉副料 Flavorings							
						US\$	-
冷凍茶葉副料 Frozen Flavorings							
						US\$	-
耗材 Supplies							
						US\$	-
布衣類 Cloth clothing class							
						US\$	-
器具類 Bar Utensils							
						US\$	-
設備類 Equipment							
						US\$	-
其它類 others							
						US\$	-
TOTAL:						US\$	-

## 備註 Remark :

1.交易條件Trade Term : FOB Term

2.付款條件Order payment : 訂單確認隔日起七個工作日付清價款。Order payment shall be paid in full the prices within seven (7) business days after next day of order confirmation.

3.報價：此附件訂購單的價格作為參考之用，實際價格以報價單為准。Prices on this order list are for reference purpose. The actual prices will be compiled with the quotations.

## 4.最低訂購量 The minimum order quantity :

(1)海運Sea Shipment :

(i)20呎貨櫃 x 1或40呎貨櫃x1：乾貨貨櫃裝載需達60%，冷凍貨櫃需達50%，未達訂貨量及訂單金額未達1萬元美金，需加收手續費美金150元。Ocean Freight\*1 (20' FCL) or \*1(40'FCL) : Dry Freight Has to Reach 60% More Capacity; 50% More Capacity for the Frozen Freight. Orders under USD\$10,000 will be charged as USD\$150 shipping fee.

(ii)併櫃 x1：訂單金額尚未達到美金1萬，需加收手續費美金150元。Minimum order of CFS is USD\$10,000. Orders under USD\$10,000 will be charged as USD\$150 shipping fee.

(2)空運Air shipment : 訂單金額尚未達到美金 1 萬，需加收手續費美金150元。Minimum order of Air Freight is USD\$10,000. Orders under USD\$10,000 will be charged as USD\$150 shipping fee.

5.分批出貨Separate Shipment : 如果訂單需要分批出貨，第一次Taiwan local fee 由茶湯會支出，第二次需加收USD 150。If schedule for partial shipment, TW local fee of first shipment will be on TPTEA; USD150 will be charged on your side for 2nd and each proceeding shipments.

6.設備售出無保固與維修服務，請斟酌預留區域備用設備與備用零件及耗材。Equipment Warranty and Maintenance Service are Not Included; please reserve backup equipment and its parts in case of emergency.

7.設備類品項若有指定之認證需求，將會另行報價之。If the specific certification is required, Taiwan headquarter will provide the quote accordingly.

## 附件 6 Appendix 6

### 開放被授權人自行採購之品項表 Allowance of Local Purchasing

【附件七 Appendix7】開放乙方自行採購之品項表 Allowance of Local Purchasing

Version: 2021.01.01

### 茶湯會 開放乙方自行採購之品項表 Allowance of Local Purchasing

生鮮類 Fresh Food	
商品名稱 Item	注意事項 Remark
鮮奶 Milk	◆ 選擇參考條件：價格合理、供貨正常、配送頻率固定(2-3天配送一次)、可同時與兩個品牌配合。
豆漿 Soy Milk	Reference Condition: Reasonable Price. Stable Products Supplies. Regular Delivery Schedule(delivery per 2 to 3 days). It is Reasonable to Ordering from Two Suppliers. ◆ 建議不同品項可選擇同家廠商供貨配送。
養樂多 Yakult	Choosing the Same Company to Supply and to Ship Different Products is Strongly Recommended. ◆ 每一品項建議提供至少2-3款的測試樣品。
鮮奶油 (淡奶油、忌廉) Cream	Requesting Two to Three Samples per Item for Testing is Strongly Recommended. ◆ 細茶湯會總部測試核可後，始得使用。 Raw material can be choosing from local purchasing as the replacements, after the related information to the replacements have been sent and approve by the Taiwan headquarter.
新鮮水果 Fresh Fruit Pulp	
設備類 Equipment	
商品名稱 Item	規 格 Description
製冰機 Ice Machine	品牌：Manitowoc Indigo™ Series系列 製冰機型號：IY-1400系列 冰塊尺寸：半方型冰塊0.95*2.86*2.22cm 儲冰筒型號：B-970 Storage Bin 消耗功率：14.9A 電壓：單相 60HZ 208V 外型體積：W121.92*D86.30*H194.25cm 24小時產能：1500磅左右 儲冰容量：約710磅 (約322.2kg)
商用電磁爐 Commercial Induction Cookup	型號：SCR-33 消耗功率：3300W, 15A, 單相220V 體積：53*45*17.5cm
均質機 Immersion Blender	品牌：WARING 型號：WSB33XE/K 尺寸：W60*D60*H420mm 材質：握把/ABS、軸、刀片/不鏽鋼，Shaft/Blade Guard Stainless Steel 電源：230V, 0.4A, 50Hz；消耗功率：100W MOTOR : w/RFI Suppression 2 speed : II(HI)20,500 +/-500RPM's ; I(LO)15,500 +/-500RPM's
手持式電動攪拌器 Hand-held Electric Mixer	品牌：PHILIPS 型號：Daily Collection Mixer HR1559/55 材質：握把/ABS、軸/不鏽鋼、盆/塑料 電源：220-240V, 50-60Hz 功率：250W 盆容量：2L 功能：五段變速功能，外加一瞬間檔(MAX)

**茶湯會** ■ **開放乙方自行採購之品項表**  
**Allowance of Local Purchasing**

<b>熱水機</b> Water Heater	品牌：偉志牌 型號：即熱式電開水機 GE-425ABHCL (冷熱檯掛兩用) 容量：25L 尺寸：W400*D260*H740mm 電壓/功率：110V 1.1KW 功能：全機進水水源需為可飲用之水源，熱水沸騰溫度100°C，出水溫度90°C以上（出水進水口徑：1/2" 出水龍頭：1/2"） 加熱時間：36分 熱水一次連續出水量：21.6 L
<b>雙玻璃門冰箱</b> Double Glass Door Refrigerator	尺寸：W1260*D850*H2070mm 內容積：1000L 溫度範圍：0°C ~ +5°C
<b>冷凍櫃</b> freezer	品牌：Haier海爾 型號：HCF-142 臥式密閉冷凍櫃（單門上掀式） 公升：容量142L 溫度範圍：霜制冷系統，溫控達零下-18~-28°C；符合GMP冷凍食品規範。 電源：110V/60HZ，壓縮機1/5HP，輸入功率110W。
<b>電視</b> Television	品牌：In Focus 品名：40吋LED連網顯示器 XT-40CP820 尺寸：W918.4*H570.9mm 功能：智慧背光、1080P高解析、多媒體共享、省電節能、超高動態對比、智慧連結、智慧遙控、內建無線網路
<b>POS機</b> Point Of Sale	◆ 依茶湯會總部指定之POS系統原則規範，選擇配合。 POS system shall comply with Oversea POS System Guideline.
<b>其他設備</b> Other Equipment	◆ 經提出申請，茶湯會總部測試核可後，始得採購使用之。 Other equipments can be purchased locally, after the related information to the replacements have been sent and approve by the Taiwan headquarter.

## 備註 Remark :

1. 主副料之在地採購品項，協請務必配合於在地測試期前，完成樣品之準備。Please Get the Local Purchased Samples of the Ingredients and Flavorings Ready for Testing before Local Purchasing Examination.

2. 請於當地尋找到設備後，提供該設備之詳細規格資料及照片予總部審核之，經茶湯會總部測試核可後，始得使用。Allowance of Local Purchasing equipment can be purchasing after the related information: specification/ picture have been sent and approve by the Taiwan headquarter.

**Exhibit B-1**

**Development Franchisee Rights Rider to Franchise Agreement**

**DEVELOPMENT FRANCHISEE RIGHTS RIDER**  
**TO THE TPTEA USA INC. FRANCHISE AGREEMENT**

**茶湯會（美國）股份有限公司加盟契約書**  
**開發型被授權人補充協議書**

1. **Background.** This Development Franchisee Rights Rider (the “**Rider**”) is made between TPTEA USA INC. (“**Franchisor**”) and \_\_\_\_\_ (“**Franchisee**”). This Rider is attached to, and intended to be a part of, the Franchise Agreement between Franchisor and Franchisee dated [\_\_\_\_\_] (the “**Franchise Agreement**”) for the development and operation of a TPTEA Store at locations to be specified within a Territory (as defined in the Franchise Agreement). All capitalized terms used but not defined in this Rider have the definitions given to them in the Franchise Agreement. Franchisor and Franchisee is signing this Rider because Franchisee wishes to establish and operate a TPTEA development franchisee business (the “**Development Franchisee Business**”) in a designated area described in Exhibit A (the “**Area**”) in which Franchisee, as a TPTEA development franchisee (“**Development Franchisee**”), will have the right to use the TPTEA Trademarks and the TPTEA System to recruit and screen individuals interested in becoming franchisees to operate Stores (“**Prospects**”) and to assist Franchisor in providing certain support and supervisory services to franchisees in the Area (“**Area Franchisees**”). For the avoidance of doubt, the Territory granted under the Franchise Agreement (and Franchisee’s rights and Franchisor’s restrictions in the Territory) are different from the Area granted under this Rider (and Franchisee’s rights and Franchisor’s restrictions in the Area) and there is no overlap. Franchisor is willing to grant to Franchisee the right to establish and operate a Development Franchisee Business on the terms and conditions of this Rider.

一、**背景：** 本開發型被授權人補充協議（以下稱本「協議」）係由茶湯會（美國）股份有限公司（以下稱「授權人」）及\_\_\_\_\_（以下稱「被授權人」）所簽訂。本協議係附屬於並構成\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日由授權人與被授權人所簽訂之加盟契約書（以下稱「加盟契約書」）之一部分，旨在於在指定區域內（該區域於加盟契約書中約定）展店及經營茶湯會營業店鋪。本協議所使用但未被定義之所有專有名詞，應依照加盟契約書中之定義。授權人與被授權人簽署本協議，係因被授權人希望在附件 A 指定之區域（以下稱「區域」）內設立並經營茶湯會開發型被授權人業務（以下稱「開發型被授權人業務」）。在該區域內，被授權人作為茶湯會開發型被授權人（以下稱「開發型被授權人」），有權使用茶湯會商標及茶湯會系統，以招募並篩選有意加盟以經營茶湯會營業店鋪之加盟商（以下稱「潛在加盟商」），並協助授權人向區域內之加盟商（以下稱「區域加盟商」）提供特定支援及監督服務。為避免疑義，加盟契約書之授權區域（包含被授權人於該區域內之權利及授權人於該區域內之限制）與本協議之授權區域（包含被授權人於該區域內之權利及授權人於該區域內之限制）不同，且不存在任何重疊。授權人同意依據本協議之條款，授予被授權人設立並經營開發型被授權人業務之權利。

2. **Grant of Development Franchisee Rights.** Subject to Franchisee’s strict compliance with this Rider, and as part of Franchisee’s Development Franchisee Business, Franchisor grant Franchisee the following rights:

二、開發型被授權人權之授予：在被授權人嚴格遵守本協議之前提下，且作為被授權人執行開發型被授權人業務的一部分，授權人授予被授權人以下權利：

(a) to actively and continually solicit Prospects to become franchisees to operate Stores to be located in the Area in accordance with the Development Schedule (as defined in Section 6); and

(a) 積極且持續地招攬潛在加盟商，使其依據展店計畫(定義見本協議第六條)，在授權區域內開設營業店鋪；及

(b) to assist Franchisor in providing the Support Services and Supervisory Services specified and defined below to Area Franchisees in your Area; and

(b) 協助授權人向授權區域內之區域加盟商提供下述所指定及定義之支援服務及監督服務；及

(c) to use the TPTEA Trademarks and the TPTEA System solely in connection with the rights described in clauses (a) and (b) above (in addition to Franchisee's rights relating to Franchisee's use of the TPTEA Trademarks and TPTEA System to develop and operate Stores under the Franchise Agreement).

(c) 僅將茶湯會商標及茶湯會系統用於上述 (a) 與 (b) 條款所述之權利  
(除此外，被授權人依據加盟契約書所述之權利使用茶湯會商標及茶湯會系統以開設及經營營業店鋪之相關權利)。

Franchisee has no right to (i) sublicense the TPTEA Trademarks or the TPTEA System to any other person or entity, (ii) use the TPTEA Trademarks or the TPTEA System at any location outside of the Area (other than as otherwise provided in the Franchise Agreement), or (iii) to use the TPTEA Trademarks or the TPTEA System in any wholesale, e-commerce, or other channel of distribution.

被授權人不得：(i) 將茶湯會商標或茶湯會系統再授權予任何其他個人或組織；(ii) 在授權區域以外地點使用茶湯會商標或茶湯會系統(除加盟契約書另有約定外)；或 (iii) 在任何批發、電子商務或其他分銷渠道使用茶湯會商標或茶湯會系統。

3. **Limited Territorial Protection in the Area**. Except as provided in this Section 3, as long as Franchisee is in compliance with this Rider and the Franchise Agreement, Franchisor and Franchisor's affiliates will not license a third party to operate a Development Franchisee Business within Franchisee's Area for the time period beginning on the Start Date (defined in Section 10 below) and ending on the Recruitment Rights End Date (defined in Section 10 below). Except for the foregoing sentence, Franchisor and Franchisor's affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on Franchisee's Development Franchisee Business. For example, without limitation, Franchisor has the right to:

**三、本區域之有限區域保障：**除本協議第三條另有約定外，只要被授權人遵守本協議及加盟契約書，授權人及授權人的關係企業將不會授權第三方自起始日期（定義見本協議第十條）至招募權利結束日期（定義見本協議第十條）期間在被授權人之區域內經營開發型被授權人業務。除前述條款外，授權人及其關係企業有權在任何地理區域及地點，以任何名稱從事任何商業活動，不論與被授權人開發型被授權人業務之距離或影響。例如但不限於，授權人有權：

(a) solicit and recruit Prospects in any manner to establish Stores anywhere, including inside the Area;

(a) 於包括本區域內之任何地點，以任何方式招攬、招募潛在加盟商，以設立營業店鋪。

(b) engage the services of franchise brokers, lead referral sources, and other organizations and facilities for the identification, evaluation, and referral of leads for Prospects (collectively, “**Brokers**”);

(b) 透過加盟經紀人、潛在客戶推薦來源及其他組織或機構，共同進行潛在加盟商的識別、評估及推薦（統稱「經紀人」）。

(c) establish, or license to third parties the right to establish, Stores or other facilities or businesses offering similar or identical products, services, and using the TPTEA System or elements of the TPTEA System anywhere, including inside the Area;

(c) 於包括本區域內之任何地點，自行設立或授權第三方，使用茶湯會系統或其元素，設立營業店鋪或其他提供類似或相同產品、服務之設施或商鋪。

(d) establish, or license to third parties the right to establish, Development Franchisee Businesses anywhere outside of the Area;

(d) 於本區域外的任何地點，自行設立或授權第三方經營開發型被授權人業務。

(e) provide services and support to Stores located anywhere, including to Area Franchisees located inside the Area;

(e) 向任何地點的營業店鋪提供服務與支援，包括本區域內的區域加盟商。

(f) sell or offer, or license others to sell or offer, any products or services using the TPTEA Trademarks or other marks through any alternative distribution channels, including, without limitation, through e-commerce, including inside the Area;

(f) 於包括本區域內之任何地點，自行銷售或提供產品或服務，或授權他人透過任何替代之銷售通路，包括但不限於電子商務，使用茶湯會商標或其他標誌銷售或提供產品或服務。

(g) advertise, or authorize others to advertise, using the TPTEA Trademarks anywhere, including inside the Area; and

(g) 於包括本區域內之任何地點，使用茶湯會商標自行廣告或授權他人廣告；以及

(h) acquire, be acquired by, or merge with other companies with existing tea shops and stores and/or tea businesses anywhere (including inside the Area) and, even if such businesses are located in the Area, (i) convert the other businesses to TPTEA Stores, (ii) permit the other businesses to continue to operate under another name and offer unit franchises and development franchisee rights in such other system, and/or (iii) permit the businesses to operate under another name and convert existing Stores to such other name.

(h) 收購、被其他公司收購，或與其他擁有現有茶飲店鋪及/或茶飲業務的公司(無論位於何處，包括本區域內)進行合併，即使該業務位於本區域內，亦得：  
(i) 將該其他品牌店鋪轉換為茶湯會營業店鋪；(ii) 允許該其他店鋪繼續以其他名稱營運，並向該其他系統提供單店加盟及開發型被授權人權；及/或 (iii) 允許該店鋪以其他名稱營運，並將現有營業店鋪轉換為該其他名稱。

#### 4. **Compensation to Franchisee.**

#### 四、**對被授權人之補貼**

A. **Initial Franchise Compensation and Royalty Compensation.** For the avoidance of doubt, Franchisor will not charge Franchisee any fees for the development franchisee rights that Franchisor grants to Franchisee under this Rider. Franchisor will pay to Franchisee the following:

A. **初始授權金補貼及權利金補貼：**為避免疑義，授權人不會就本協議授予被授權人之開發型被授權人權向被授權人收取任何費用。授權人將支付被授權人以下款項：

(a) **Initial Franchise Compensation.** For the time period beginning on the Start Date (defined in Section 10 below) and ending on the Recruitment Rights End Date (defined in Section 10 below), Franchisor will pay to Franchisee Twenty Thousand U.S. Dollars (US\$20,000) for each new Area Franchisee recruited by Franchisee and approved by Franchisor (the “**Franchise Compensation**”), after such Area Franchisee pays the Franchise Fee (as defined in the applicable Franchise Agreement) to Franchisor. For the avoidance of doubt, Franchisor will not pay to Franchisee any Franchise Compensation for Stores located in the Area, but operated by franchisees identified or recruited by someone (or some entity) other than Franchisee such as a franchise broker, lead referral source, or other organization or facility for the identification, evaluation, and referral of leads, or franchisees who approach Franchisor directly for the franchise opportunity.

(a) **初始授權金補貼：**自起始日（定義見本協議第十條）起，至招募權利終止日（定義見本協議第十條）期間內，每位由被授權人招募並經授權人核准之新區域加盟商，授權人應向被授權人支付美金二萬元（US\$20,000）（以下稱「授權

金補貼」），前提是該區域加盟商已向授權人支付授權金（定義見適用之加盟契約書）。為避免疑義，對於本區域內由被授權人以外之人(或組織)，如透過加盟經紀人、潛在客戶推薦來源或其他負責識別、評估及推薦潛在加盟商的組織或機構所識別或招募之加盟商，或直接向授權人洽詢加盟機會之加盟商所經營的營業店鋪，授權人不會向被授權人支付任何授權金補貼。

(b) Royalty Compensation. For the time period beginning on the Start Date (defined in Section 10 below) and ending on the Services and Support Obligations End Date (defined in Section 10 below), Franchisor will pay to Franchisee a monthly amount equal to 40% of the total amount of Royalties (as defined in the applicable Franchise Agreement) that Franchisor receives from each Area Franchisee during the previous month (the “**Royalty Compensation**”), to the extent that Franchisee provides such Area Franchisee with Support Services for that month. For the avoidance of doubt, Franchisor will not pay to Franchisee any Royalty Compensation for Stores located in the Area, but operated by franchisees to whom Franchisee is not providing Support Services.

(b) 權利金補貼: 自起始日（定義見本協議第十條）起，至服務與支援義務終止日（定義見本協議第十條）止的期間內，授權人每月應按前一個月從每位區域加盟商所收取之權利金（定義見適用之加盟契約書）總額的40%，支付予被授權人（以下稱「權利金補貼」），前提是被授權人於該月份為該區域加盟商提供支援服務。為避免疑義，對於本區域內任何未接受被授權人支援服務之加盟商經營的營業店鋪，授權人不會向被授權人支付任何權利金補貼。

B. Payment Date. Franchisor will pay Franchisee the Royalty Compensation by the 10th day of each month (or on the next business day if the 10th day falls on a weekend or public holiday) (the “**Payment Date**”). Franchisor may change the Payment Date in the manuals. Notwithstanding the foregoing, and pursuant to Section 8.B below, Franchisor may require Franchisee to collect Franchise Fees and Royalties from Area Franchisees, deduct the Franchise Compensation and Royalty Compensation, and then remit to Franchisor the balance in such manner and at such time as Franchisor designates. Regardless of the method of payment used, Franchisee shall be solely responsible for any fees charged by its bank for any remittance or conversion of payments.

B. 付款日期: 授權人應於每月十日前（遇週末或國定假日，則順延至下一個營業日）（以下稱「付款日期」）支付權利金補貼予被授權人。授權人得於手冊變更付款日期。儘管有前述約定，依據本協議第八條B項，授權人得要求被授權人代為向區域加盟商收取授權金及權利金，扣除授權金補貼及權利金補貼後，依授權人指定方式及時間支付餘額予授權人。無論採用何種付款方式，被授權人應承擔其銀行對匯款或匯兌所收取的任何費用。

## 5. **Operation of Development Franchisee Business.**

### 五、開發型被授權人業務之經營

A. Development Franchisee Business Manual. If and when available, Franchisor will provide Franchisee with access to Franchisor's manual for operating Development Franchisee Businesses (the "**Development Franchisee Business Manual**"). Franchisee must comply with and abide by each TPTEA System standard contained in the Development Franchisee Business Manual as they may be amended, modified, or supplemented periodically and such other written or electronically transmitted TPTEA System standards that Franchisor may issue periodically. Franchisee acknowledges that Franchisor or Franchisor's affiliates may amend, modify, or supplement the Development Franchisee Business Manual at any time, so long as such amendments, modifications, or supplements will, in Franchisor's or their good faith opinion, benefit existing and future development franchisees, the TPTEA brand, or the TPTEA System. Franchisee must promptly comply with any revised TPTEA System standards.

A. 開發型被授權人業務手冊：如有且當有可用時，授權人將提供被授權人經營開發型被授權人業務之手冊（以下稱「開發型被授權人業務手冊」）。被授權人應遵守並依循開發型被授權人業務手冊所載之所有茶湯會系統之標準，該手冊可能定期修訂、修改或補充，再經由授權人以書面或電子方式提供。只要符合誠信原則，且有利於現有及未來開發型被授權人業務、茶湯會品牌或茶湯會系統，授權人或其關係企業得隨時修訂、修改或補充開發型被授權人業務手冊。被授權人應立即遵循最新版茶湯會系統之標準。

B. Training and Assistance. Franchisor may periodically conduct mandatory or optional development franchisee training programs for Franchisee and/or Franchisee's employees at Franchisor's office or another location that Franchisor designates. There will be no charge for training programs that Franchisor requires Franchisee or Franchisee's employees to attend (and to satisfactorily complete). Franchisor may provide training in person or via recorded media, teleconference, videoconference, the Internet, webinar, or any other means, as Franchisor determines.

B. 受訓與協助：授權人得定期於授權人辦公室或其他指定地點，為被授權人及其員工舉辦強制性或選擇性之開發型被授權人受訓課程。對於授權人要求被授權人或其員工參加（並須達標完成）之受訓課程，授權人不會收取任何費用。授權人得自行決定以面授、錄製、電話會議、視訊會議、網際網路、網路研討會或其他方式提供培訓。

C. Location. At all times during the Term, Franchisee must maintain Franchisee's primary residence within the boundaries of Franchisee's Area or Territory (as that term is defined in the Franchise Agreement). Franchisee must maintain Franchisee's Development Franchisee Business's office within the boundaries of Franchisee's Area (or Territory) at Franchisee's residence, one of Franchisee's Stores, or any other suitable commercial space.

C. 地點：被授權人於加盟契約書契約期間，應將其主要住所維持於被授權人之區域或授權地區（該專有名詞定義見加盟契約書）內。被授權人亦須將開發型被授權人業

務辦公室設置於被授權人之區域（或授權地區）內，該辦公室可位於被授權人之住所、營業店鋪，或其他適合的商業空間。

D. Staffing. Franchisee must devote Franchisee's best efforts towards the management of Franchisee's Development Franchisee Business. Franchisee must at all times employ sufficient trained staff in Franchisee's office to fully support the Development Franchisee Business. Franchisee is solely responsible for all labor and employment-related matters and decisions related to Franchisee's Development Franchisee Business, including hiring, firing, promoting, demoting, and compensating (including through wages, bonuses, or benefits) Franchisee's employees. Franchisee must ensure that Franchisee's employees are qualified to perform their duties in accordance with Franchisor's TPTEA System standards. Franchisor does not require Franchisee to implement any employment-related policies or procedures that Franchisor (at Franchisor's option) may make available to Franchisee in the Development Franchisee Business Manual or otherwise for Franchisee's optional use. Franchisee will determine to what extent, if any, these policies and procedures may be applicable to Franchisee's operations at the Development Franchisee Business.

D. 人員配置：被授權人應全力投入其開發型被授權人業務之管理。被授權人須於其辦公室僱用足夠且受過訓練之人員，以充分支持開發型被授權人業務。被授權人對於其開發型被授權人業務之所有勞動雇用相關事宜與決策，包括聘僱、解僱、晉升、降職及報酬(包括薪資、獎金或福利等)，承擔全部責任。被授權人須確保其員工具備資格，依照授權人之茶湯會系統標準履行其職責。授權人不會要求被授權人採納任何授權人（視其是否提供）可能以開發型被授權人業務手冊或其他方式提供，作為被授權人選擇性使用之雇用相關政策或程序。被授權人得自行決定該等政策與程序於其開發型被授權人業務中更妥適的適用。

E. Products and Supplies. Franchisor may provide Franchisee in Franchisor's Development Franchisee Business Manual or otherwise in writing with specifications and other requirements for products, supplies, equipment, and suppliers that Franchisee must use in Franchisee's Development Franchisee Business, including specifying a specific item or supplier, which may be Franchisor or Franchisor's affiliates. Without limiting the generality of the foregoing, Franchisee agrees that if Franchisee arranges order consolidation and/or delivery management for its Area Franchisees, Franchisee shall not charge a service fee that exceeds 40% of the value of each order. Franchisor and Franchisor's affiliates may negotiate purchasing arrangements under which suppliers agree to make equipment, products, supplies, and services available to Franchisee. Franchisor and Franchisor's affiliates may earn income on direct sales of products, supplies, and equipment to Franchisee or Area Franchisees. If Franchisor or Franchisor's affiliates receive any rebates, commissions, or other payments from third-party suppliers based on Franchisee's or Franchisee's Area Franchisees purchases from them, Franchisor may use the rebates, commissions, or other payments for any purpose and has no obligation to share such rebates, commissions, or other payments from third-party suppliers with Franchisee.

E. 產品與供應：授權人得於開發型被授權人業務手冊，或以其他書面方式，提供被授權人產品、供應品、設備及供應商的規格及其他要求，包括指定項目或指定供應商（該供應商可能為授權人或授權人之關係企業），被授權人須遵循該等規範經營開發型被

授權人業務。在不影響前述條款的一般性前提下，被授權人同意，若其為區域加盟商安排合併訂單及/或配送管理，被授權人不得向區域加盟商收取超過每筆訂單金額 40% 之服務費。授權人及其關係企業得向供應商協商，向被授權人提供設備、物料及耗材及服務。授權人及其關係企業得因直接向被授權人或區域加盟商銷售設備、物料及耗材而獲利。若授權人或其關係企業因被授權人或區域加盟商需求，向第三方供應商採購設備、物料及耗材，從而獲得回扣、佣金或其他款項，授權人得將該等回扣、佣金或其他款項用於任何目的，且無義務與被授權人共享來自第三方供應商的回扣、佣金或其他款項。

F. Compliance with Laws and Good Business Practices. Franchisee must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances (“**Applicable Laws**”). Franchisee will obtain and maintain in good standing any and all licenses, permits, and consents necessary for Franchisee to lawfully operate the Development Franchisee Business. Franchisee has sole responsibility for such compliance despite any information or advice that Franchisor may provide. Franchisee must in all dealings with Franchisor’s franchisees, Prospects, Franchisee’s suppliers, Franchisor, and the public adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. Franchisee agree to refrain from any business or advertising practice which might injure Franchisor’s business or the goodwill associated with the TPTEA Trademarks or other Development Businesses or Stores.

F. 遵循法令與商業慣例：被授權人必須遵守所有適用的聯邦、州和當地法律、規則、法規及條例（以下統稱「適用法律」）。被授權人須取得並保持所有必要的執照、許可與同意文件之資格，以確保能合法經營開發型被授權人業務。儘管授權人可能提供資訊或建議，被授權人仍應自行負遵守適用法律之責任。被授權人在與授權人之加盟商、潛在加盟商、被授權人之供應商、授權人及大眾消費者的所有商業交易中，應遵守最高標準的誠信、正直、公平交易及道德操守。被授權人同意不得從事任何可能損害授權人事業與茶湯會商標、其他開發型被授權人業務或營業店鋪之商譽的商業或廣告行為。

G. Notice of Proceedings. Franchisee will notify Franchisor in writing within five (5) days after the commencement of any action, suit or proceeding, or of the issuance of any inquiry, subpoena, order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality in connection with the operation or financial condition of the Development Franchisee Business, including without limitation any criminal action or proceeding brought by Franchisee against any employee or other person.

G. 法律程序通知：任何法律行動、訴訟或法律程序開始後，或任何法院、機構或其他政府機關就開發型被授權人業務之經營或財務狀況，發出任何調查、傳票、命令、令狀、強制令、裁定或判決時，被授權人應於五 (5) 日內以書面通知授權人。本條款包括但不限於被授權人對員工或其他人所提起之刑事訴訟或法律程序。

H. Insurance. During the Term, Franchisee must maintain in force at Franchisee’s sole expense the insurance coverage for the Development Franchisee Business in the amounts, covering the risks, and containing only the exceptions and exclusions that Franchisor periodically specify in the Development Franchisee Business Manual for all similarly situated Development Franchisee Businesses. All insurance policies must name Franchisor and any affiliates Franchisor designate

as an additional insured and provide for 30 days' prior written notice to Franchisor of a policy's material modification or cancellation. Franchisee agree to send Franchisor annually and any other time that Franchisor request a valid certificate of insurance or duplicate insurance policy evidencing that Franchisee has maintained the required coverage and paid the applicable premiums. If Franchisee fail to obtain or maintain (or to prove that Franchisee has obtained or maintained) the insurance Franchisor specify, in addition to Franchisor's other remedies, Franchisor may (but need not) obtain such insurance for Franchisee and the Development Franchisee Business on Franchisee's behalf, in which event Franchisee shall cooperate with Franchisor and reimburse Franchisor for all premiums, costs, and expenses Franchisor incur in obtaining and maintaining the insurance.

H. **保險**: 在本契約期間，被授權人應自費為開發型被授權人業務維持有效的保險，保險金額、投保風險項目及例外與除外條款，應符合授權人於開發型被授權人業務手冊對所有類似開發型被授權人業務所規定的標準。所有保單應將授權人及授權人指定的關係企業列為附加被保險人，並應在保單發生重大變更或取消前 30 天，以書面通知授權人。被授權人同意每年及在授權人要求的任何時間，提供授權人保險的有效證明或保單副本，以證明被授權人維持授權人所要求的保險並支付相關保費。若被授權人未能取得或維持（或無法證明已取得或維持）授權人所規定的保險，則除授權人可採取的其他補救措施外，授權人得（但無義務）代表被授權人及其開發型被授權人業務取得該保險。在此情況下，被授權人應配合授權人，並償還授權人為取得及維持該保險所支付的所有保費及費用。

6. **Development Obligations**. Franchisee must use Franchisee's reasonable commercial efforts to: (i) actively and diligently promote and grow the TPTEA brand in the Area and (ii) assist in the successful development of the TPTEA brand in the Area. **Franchisee must actively market franchises for the TPTEA brand to qualified Prospects in the Area in accordance with Franchisor's TPTEA System standards.** Franchisee is responsible for ensuring that Stores are developed and opened in Franchisee's Area in accordance with, and by the deadlines specified in, the development schedule set out in Exhibit A to this Agreement (the "**Development Schedule**"). For each Store that Franchisee is responsible for overseeing the development of, each Prospect must sign the applicable Franchise Agreement by the signing deadline specified in the Development Schedule (the "**Signing Deadline**") and must open the Store by the development deadline specified in the Development Schedule (the "**Development Deadline**"). In addition, at each Development Deadline, the cumulative number of Stores listed in the Development Schedule must be open and operating in the Area.

六、**展店義務**: 被授權人應盡商業上合理的努力：(i) 積極且勤奮地在本區域內推廣並拓展茶湯會品牌；並且(ii) 協助茶湯會品牌在本區域內的成功發展。被授權人必須依據授權人的茶湯會系統標準，積極向區域內合格的潛在加盟商行銷茶湯會品牌的加盟機會。被授權人有責任確保營業店鋪的發展及開設期限符合本協議附件 A (以下稱「展店計畫」)。對於被授權人負責監督展店的每間營業店鋪，每位潛在加盟商必須於展店計畫約定的簽約截止日期 (以下稱「簽約截止日期」) 前簽署適用的加盟契約書，並須於展店計畫約定的展店期限 (以下稱「展店期限」) 內開設營業店鋪。此外，在每個展店期限內，展店計畫的累計店數必須在本區域內開設並維持營運。

## 7. Franchise Sales.

### 七、加盟銷售：

A. Compliance with Franchise Sales Laws. Franchisee must comply with all Applicable Laws related to the marketing and sale of franchises. Franchisee and Franchisee's owners, officers, and employees may not solicit Prospects until Franchisee and they have obtained all required licenses and registrations necessary to do so in Franchisee's jurisdiction, which may include obtaining registrations or licenses as a franchise broker, real estate broker, business broker or otherwise. Franchisee must maintain such registrations or licenses throughout the Term, at Franchisee's cost and expense, and Franchisee must provide evidence of Franchisee's and their compliance with such Applicable Laws upon Franchisor's request. If Franchisee's Area is in a state that requires the registration of franchise offerings, Franchisee may not solicit Prospects in any period in which (i) the Franchisor does not have an active franchise registration for the sale of Stores in such jurisdiction or (ii) Franchisor must suspend sales while an amendment or renewal application is pending. Franchisee must immediately cease or suspend offering franchises for Stores upon written notice from Franchisor.

A. 遵守加盟銷售法規：被授權人應遵守所有適用法律，確保其加盟業務的行銷與銷售符合法規。被授權人及其所有人、管理人及員工未取得被授權人在該司法管轄區域法律要求的所有必要執照及註冊前，包括但不限於加盟經紀人、不動產經紀人、商業經紀人或其他相關執照，不得招攬潛在加盟商。在契約期間，被授權人應自費維持該等執照或註冊的有效性，並於授權人要求時，向授權人提供被授權人及其相關人員符合適用法律的證明。若被授權人的授權區域位於需註冊加盟銷售的州，則在以下情況下，被授權人不得招攬潛在加盟商：(i) 授權人在該司法管轄區域內未持有有效的加盟銷售註冊，或(ii) 授權人因加盟銷售註冊之增補或展延申請仍在審核而須暫停加盟銷售。若授權人發出書面通知，被授權人應立即停止或暫停對營業店鋪的加盟銷售。

### B. Franchise Screening Process.

### B. 加盟篩選流程

(a) Franchisee's Review. Franchisee must screen Prospects according to Franchisor's TPTEA System standards and must keep an accurate log of all inquiries that Franchisee receives from Prospects, including their contact information. Franchisee must recommend promptly to Franchisor those Prospects whom Franchisee deem qualified under Franchisor's TPTEA System standards, by submitting to Franchisor reports, applications, and other documentation in the form Franchisor prescribes. Franchisee must perform a background check on all Prospects that meet Franchisor's TPTEA System standards. Franchisee may only reject Prospects if Franchisee reasonably believes they do not meet Franchisor's TPTEA System standards.

(a) 被授權人之審查：被授權人應依據授權人之茶湯會系統標準篩選潛在加盟商，並詳實記錄所有潛在加盟商的相關資訊，包括其聯絡方式。被授權人應依據茶湯會系統標準，及時向授權人推薦其認為符合資格的潛在加盟商，並向授權人

提交授權人規定格式之書面報告、申請書及其他相關文件。被授權人須對符合茶湯會系統標準之所有潛在加盟商進行背景調查。被授權人僅能在有合理理由認定潛在加盟商不符合茶湯會系統標準的情況下予以拒絕。

(b) Franchisor's Approval. Franchisor will approve or disapprove Prospects that Franchisee submits to Franchisor in writing. Franchisor will use Franchisor's reasonable efforts to deliver such notices to Franchisee within 30 days after Franchisor receives the materials that Franchisor requests from the Prospect. Franchisor may condition approval by requiring an acceptable personal interview of a Prospect, which Franchisor may conduct or may require Franchisee to conduct. Franchisor's decision to grant a franchise will be evidenced by Franchisor's signing and delivery of a Franchise Agreement, after Franchisor has received it signed by the Prospect and payment of the appropriate fees.

(b) 授權人之核准: 授權人將以書面方式，核准或否決被授權人提交之潛在加盟商。收到潛在加盟商提交的所有授權人要求的資料後，授權人將盡力於 30 天內通知被授權人核准與否。授權人得將核准條件設為潛在加盟商須通過個人面談，該面談可由授權人進行，或授權人可要求被授權人進行。授權人授予加盟權的決定，將以授權人簽署並交付加盟契約書為憑，前提是授權人已收到潛在加盟商簽署之加盟契約書及相關費用之支付。

(c) Disclosure Document and Agreements.

(c) 文件與契約揭露

1. Forms. Franchisor will provide Franchisee with the standard form of Franchise Disclosure Document for the Stores (the “**Disclosure Document**”) and the standard forms of Franchise Agreement (the, “**Store Agreement**”), which Franchisor or Franchisor's affiliates will prepare and provide to Franchisee at Franchisor's or their own expense and may modify periodically. Franchisor or Franchisor's affiliates may modify or amend any of these documents at any time, in Franchisor's or their sole discretion.

1. 揭露格式: 授權人提供標準格式的營業店鋪加盟揭露文件（以下稱「揭露文件」）以及標準格式的加盟契約書（以下稱「營業店鋪契約書」），該等文件由授權人或其關係企業編製並自費提供予被授權人，且可能定期修改。授權人或其關係企業有權利隨時對上述任何文件進行修訂。

2. Information in Disclosure Documents. Franchisee must furnish to Franchisor any information about Franchisee or Franchisee's affiliates which are required to be included in the Disclosure Document. Before Franchisee solicits any Prospects, Franchisee must confirm that the information contained in the Disclosure Document related to Franchisee is accurate and not misleading. Franchisee must notify Franchisor of any material information or changes that Franchisee is aware of that may require disclosure in the Disclosure Document.

Franchisee may not make any changes or additions to the Disclosure Document other than those expressly authorized by Franchisor in writing.

2. **揭露資訊：**被授權人應提供授權人任何須納入揭露文件的關於被授權人或其關係企業的資訊。在被授權人招攬任何潛在加盟商之前，被授權人必須確認揭露文件中與其相關的資訊為正確無誤。被授權人必須通知授權人其所知，可能須於揭露文件中揭露的任何重要資訊或變更。被授權人不得對揭露文件進行任何變更或增補，除非獲得授權人的書面明確授權。

3. **Use of Disclosure Documents and Store Agreements.** Franchisee must use the then-current form of Disclosure Document and Store Agreement without modification in connection with Franchisee's solicitation of Prospects, unless Franchisor otherwise agrees in writing. If required by Applicable Laws, Franchisee must deliver a Disclosure Document to each Prospect, in accordance with all legal requirements related to the delivery of such Disclosure Document. Franchisee must collect and provide Franchisor with signed receipts confirming a Prospects' receipt of the Disclosure Document.

3. **揭露文件與營業店鋪契約之使用：**被授權人必須使用當時最新版本的揭露文件與營業店鋪契約，且不得擅自修改，以進行對潛在加盟商的招募，除非授權人另以書面同意。若適用法律有所要求，被授權人必須依照所有與揭露文件相關的法律規定，向每位潛在加盟商提供揭露文件。被授權人須收集並提供潛在加盟商簽署的收據予授權人，以確認潛在加盟商已收到揭露文件。

4. **Representations.** All information that Franchisee provides to Prospects must not be inconsistent with the information included in the Disclosure Document that Franchisor provides to Franchisee and must be accurate to the best of Franchisee's knowledge. Franchisee may not make any financial performance representations, earnings claims, or financial projections relating to any Stores to Prospects other than those that Franchisor authorizes, and Franchisee may not review or comment on any prepared or submitted by Prospects.

4. **表述：**被授權人向潛在加盟商提供的所有資訊不得與授權人提供給被授權人的揭露文件所載資訊不一致，且應盡力合乎被授權人所知。被授權人不得向潛在加盟商陳述任何財報表現、營收表現或與任何營業店鋪相關的財務預測，除非獲得授權人的授權。此外，被授權人不得審查或評論由潛在加盟商所準備或提交的任何相關資料。

(d) **Executing Agreements.** If Franchisor approves a Prospect, Franchisee must use reasonable commercial efforts to have the Prospect promptly execute the then-current Store Agreement and deliver an original signed copy to Franchisor. Franchisee is not authorized to enter into any agreements on Franchisor's behalf or to agree to any changes,

additions or deletions in the Store Agreement of any kind. Any agreements are not binding on Franchisor until Franchisor signs them, which Franchisor can refuse to do at any time.

(d) **簽署協議**：若授權人核准某潛在加盟商，則被授權人應盡力促使潛在加盟商及時簽署當時最新版本的營業店鋪契約書，並將簽署後的正本交付予授權人。被授權人無權代表授權人簽署任何契約，也無權同意對營業店鋪契約書做出任何變更、增修或刪減。任何契約在授權人簽署之前對授權人不具約束力，且授權人可隨時拒絕簽署。

(e) **Opening Franchised Stores**. Franchisee may not permit an Area Franchisee to open a Franchised Store until Franchisee has received Franchisor's written approval, which will not be unreasonably withheld.

(e) **開設加盟店鋪**：獲得授權人的書面核准之前，被授權人不得允許區域加盟商開設加盟店鋪。而授權人不會不合理的拒絕核准。

## 8. **Services and Support to Area Franchisees.**

### 八、**對區域加盟商的服務與支援**

#### A. **Training of Area Franchisees and Support Services.**

##### A. **對區域加盟商的教育訓練與支援服務**

(a) **Area Franchisee Training**. Franchisor may require Franchisee to provide to Area Franchisees initial and additional training programs at one of Franchisee's TPTEA Stores or at an Area Franchisee's TPTEA Store that Franchisor requires from time to time in the Development Franchisee Business Manual or otherwise in writing in accordance with the TPTEA System standards that Franchisor establishes.

(a) **對區域加盟商的教育訓練**：授權人得要求被授權人於其經營之店鋪或區域加盟商的營業店鋪，並依據開發型被授權人業務手冊或授權人擬定之茶湯會系統標準，為區域加盟商提供初始及額外的教育訓練課程。

(b) **Training Expenses**. Franchisee is responsible for all expenses related to conducting training programs for the Area Franchisees. Franchisee is responsible for any travel and living expenses (including meals, transportation, and accommodations), wages, and other expenses incurred by Franchisee's trainers relating to any training programs.

(b) **教育訓練費用**：被授權人應負責區域加盟商教育訓練課程之所有相關費用。被授權人應負責支付其輔導人員因教育訓練課程所產生的差旅及生活費用（包括餐食、交通與住宿）、薪資及其他相關費用。

(c) **Ongoing Support Services**. Franchisor may require Franchisee to provide to Area Franchisees certain ongoing support services (the "**Support Services**"), on

Franchisor's behalf. Franchisee must provide such Support Services in the manner, frequency, and in the time periods that Franchisor prescribes and in accordance with the TPTEA System standards, as set forth in the Manuals or otherwise in writing. Franchisor may modify the Support Services that Franchisee must provide from time to time. The Support Services that Franchisor may require Franchisee to provide to Area Franchisees in accordance with Franchisor's TPTEA System standards may include:

(c) 持續性支援服務：授權人得要求被授權人代表授權人向區域加盟商提供某些持續性支援服務（以下稱「支援服務」）。被授權人應按照授權人規定的方式、頻率及期間提供該等支援服務，並符合手冊或其他書面文件中所載明的茶湯會系統標準。授權人得不時調整被授權人應提供的支援服務內容。授權人得要求被授權人根據茶湯會系統標準向區域加盟商提供的支援服務包括：

(1) Conducting the training programs and services described in Section 8.A(a) (Area Franchise Training);

(1) 執行第八條 A 款 a 項所述之教育訓練課程（區域加盟教育訓練）；

(2) Creating and maintaining relationships with landlords, local vendors, real estate brokers, architects, lenders and financing institutions, contractors, payroll vendors, marketing and public relations firms, and equipment maintenance service providers in the Area which can be shared with your Area Franchisees;

(2) 於區域內建立並維持與房東、當地供應商、不動產經紀人、建築師、貸款機構與金融機構、工程承包商、薪資管理服務商、行銷與公關公司，以及設備維護服務商的關係，以利提供資源予區域加盟商；

(3) Familiarizing itself with Applicable Laws in the Area relating to the operation of a TP Tea Store, including laws relating to beverage and food service, and the operation and development of businesses;

(3) 熟悉與茶湯會營業店鋪經營相關的適用法規，包括餐飲服務業、企業經營與發展相關法律；

(4) Advising Area Franchisees on site selection and lease negotiation issues, provided that Franchisee shall not have the right to approve any sites or any lease terms;

(4) 就營業店鋪選址與租約洽談事宜向區域加盟商提供建議，惟被授權人無權核准任何店鋪選址或租約條款；

(5) Assisting Area Franchisees in properly designing, building out, and equipping their TPTEA Stores;

(5) 協助區域加盟商妥善規劃茶湯會營業店鋪之設計、裝修以及設備；

(6) Providing Area Franchisees with supervisory assistance and guidance in connection with the opening and initial operations of their Area Franchisee TPTEA Stores;

(6) 在區域加盟商開設之茶湯會營業店鋪開幕及初期營運階段，提供其監督協助與指導；

(7) Providing ongoing technical, managerial, and administrative advice and assistance by telephone, email, other forms of communication, or in-person, as the Area Franchisees or Franchisor may periodically reasonably request or require;

(7) 根據區域加盟商或授權人不定期的合理要求或需求，透過電話、電子郵件、其他通訊方式或親自提供持續性的技術、管理及行政建議與協助；

(8) Advising Area Franchisees in developing and implementing marketing strategies;

(8) 協助區域加盟商制定及執行行銷策略；

(9) Working with Area Franchisees to assist them in avoiding and curing any defaults under their franchise agreement; and

(9) 協助區域加盟商，使其避免及糾正對加盟契約書的違約行為；

(10) Satisfying all of Franchisor's other obligations that Franchisor delegates to Franchisee from time to time.

(10) 履行授權人不時指派被授權人的其他所有義務。

B. Supervision and Monitoring of Area Franchisees. Franchisor may require Franchisee to provide to Area Franchisees certain ongoing supervisory services (the “**Supervisory Services**”), on Franchisor’s behalf. As part of the Supervisory Services, Franchisor may require Franchisee to actively monitor on Franchisor’s behalf and report to Franchisor the compliance of each Area Franchisee with all applicable TPTEA System standards and Applicable Laws. Supervisory Service may include:

B. 對區域加盟商的監督與管理：授權人得要求被授權人代表授權人，向區域加盟商提供某些持續性監督服務（以下稱「監督服務」）。作為監督服務的一部份，授權人可要求被授權人代表授權人積極監督區域加盟商，並向授權人回報每位區域加盟商是否遵循所有適用之茶湯會系統標準及相關法規。監督服務可能包括：

(a) Conducting inspections prior to the opening of an Area Franchisee’s TPTEA Store to confirm that it is being built in accordance with approved plans and

specifications and Applicable Laws and provide to Franchisor progress reports in the form Franchisor specifies;

(a) 在區域加盟商的茶湯會營業店鋪開幕前進行檢查，以確認店鋪裝修符合已核准之設計圖、規格及適用法規，並依照授權人指定的格式向授權人提交進度報告；

(b) Visit Area Franchisee TPTEA Stores following a Store's opening and to provide continuing support and advice;

(b) 在區域加盟商的茶湯會營業店鋪開幕後進行訪查，並提供持續性的支援與建議；

(c) Inspect the management and operations of each Area Franchisee TPTEA Store and furnish to Franchisor related reports on such forms, and containing such information, as Franchisor may reasonably request, concerning Franchisee's findings during each visit or any follow-up visits necessary to verify the correction of deficiencies;

(c) 檢查每間區域加盟商的茶湯會營業店鋪之管理與營運狀況，並依授權人之合理要求，提供相關報告，內容包括被授權人於每次訪查或必要的後續訪查中之缺失事項是否已核實並改善；

(d) Participate in and implement any quality assurance programs that Franchisor may develop at the times and in the manner that Franchisor specifies;

(d) 依授權人指定的時間及方式參與並執行授權人所制定的品保計畫；

(e) Monitor the sales performance and other key performance indicators of the Area Franchisees and advise Franchisor of any issues that Franchisee identifies;

(e) 監督區域加盟商的銷售表現及其他關鍵績效指標，並向授權人通報被授權人發現的任何問題；

(f) Collect and provide to us copies of any business registrations, licenses, or permits or insurance policies that Area Franchisees are required to obtain;

(f) 收集並提供區域加盟商依法應取得的商業登記、營業執照、許可證或保單之副本予授權人；

(g) Collect Franchise Fees and Royalties from Area Franchisees, deduct the Franchise Compensation and Royalty Compensation, and then remit to Franchisor the balance in such manner and at such time as Franchisor designates;

(g) 代收區域加盟商支付的授權金及權利金，扣除被授權人應得的授權金補貼與權利金補貼後，依授權人指定的方式與時間將餘額匯款予授權人；

(h) Assist Franchisor in the enforcement of all provisions of the applicable franchise agreements;

(h) 協助授權人執行加盟契約書的各項條款；

(i) Advise Franchisor of any Applicable Laws governing the Area Franchisee TPTEA Stores in your Area and alert Franchisor as to legal developments as they arise from time to time;

(i) 向授權人提供區域內茶湯會營業店鋪所適用的法律資訊，並在相關法律修訂時即時通知授權人；

(j) Notify Franchisor in writing within five days after the commencement of any action, suit, arbitration, proceeding, or investigation, or the issuance of any order, writ, injunction, award, or decree, by any court, agency or other governmental instrumentality, or arbitration agency, which names or relates to an Area Franchisee; and

(j) 任何法律行動、訴訟、仲裁、法律程序或調查開始後，或任何法院、機構、其他政府機關或仲裁機構的命令、令狀、強制令、裁定或判決涉及區域加盟商時，應於五日內以書面通知授權人；

(k) Upon Franchisor's request, provide periodic written reports of additional reasonable information concerning the Area Franchisees in your Area.

(k) 依授權人要求，以書面定期報告關於區域內加盟商之其他合理資訊。

9. **Subfranchising Rights.** This Rider does not give Franchisee any right to franchise, license, subfranchise, or sublicense others to develop and operate TPTEA Stores.

九、再授權：本協議不賦予被授權人任何權利，以特許經營、授權、分特許經營或再授權他人發展及經營茶湯會營業店鋪。

10. **Term.**

十、協議期限：

A. Start Date. All of Franchisee's rights and obligations under this Rider begin on the date Franchisor signs this Rider (the "Start Date").

A. 起始日：被授權人之所有權利及義務，均自授權人簽署本協議之日起生效（以下稱「起始日」）。

B. Recruitment Rights End Date. Franchisee's right to solicit and recruit Prospects in its Area under this Rider ends on the date when (a) the final TPTEA Store under the Development Schedule opens for business, or (b) this Rider otherwise is terminated, but in any event

Franchisee's rights to solicit and recruit Prospects in its Area will end no later than <insert date> (the “**Recruitment Rights End Date**”).

B. 招募權終止日: 被授權人依本協議於其區域內招攬及招募潛在加盟商之權利，將於下述任一日期終止: (a) 展店計畫最後一間茶湯會營業店鋪開始營業之日，或 (b) 本協議因其他原因終止，但無論如何，被授權人於其區域內招攬及招募潛在加盟商之權利最遲將於~~----~~年~~----~~月~~----~~日終止 (以下稱「**招募權終止日**」)。

C. Services and Support Obligations End Date. Franchisee's obligation to provide services and support to Area Franchisees under this Rider ends on the date when (a) when the Franchise Agreement (including any Initial Term, Extended Term and Renewal Term) is terminated or expires, or (b) this Rider otherwise is terminated (the “**Services and Support Obligations End Date**”).

C. 服務與支援義務終止日: 被授權人依據本協議對區域加盟商提供服務與支援之義務，將於下列任一日期終止: (a) 加盟契約書 (包括任何初始期限、展延期及續約期限) 終止或到期之日，或 (b) 本協議因其他原因終止 (以下稱「**服務與支援義務終止日**」)。

11. Termination. Franchisor may at any time terminate this Rider and all of Franchisee's right under this Rider to operate Franchisee's Development Franchise Business, such termination to be effective upon Franchisor's delivery to Franchisee of written notice of termination:

十一、終止: 若發生以下情況，授權人得隨時終止本協議，以及被授權人依本協議經營開發型被授權人業務的所有權利。該終止自授權人向被授權人送達書面終止通知起生效。

(a) if Franchisee fails to satisfy either Franchisee's development obligations under the Schedule or any other obligation under this Rider, which defaults Franchisee has no right to cure; or

(a) 若被授權人未能依展店計畫履行展店義務，或未能履行本協議下的任何其他義務，且被授權人對於該違約無補救權利；或

(b) if the Franchise Agreement, or another franchise agreement between Franchisor and Franchisee (or Franchisee's affiliate), is terminated by Franchisor in compliance with its terms or by Franchisee (or Franchisee's affiliate) for any (or no) reason; or

(b) 若加盟契約書或授權人與被授權人 (或被授權人的關係企業) 之間的另一加盟契約書，因授權人依約終止，或因被授權人 (或被授權人的關係企業) 基於任何理由 (或無理由) 終止；或

(c) if Franchisor has delivered a formal written notice of default to Franchisee (or Franchisee's affiliate) under the Franchise Agreement, or another franchise agreement between Franchisor and Franchisee (or Franchisee's affiliate), whether or not Franchisee (or Franchisee's

affiliate) cures that default and whether or not Franchisor subsequently terminates the Franchise Agreement or any other franchise agreement.

(c) 若授權人已根據加盟契約書或授權人與被授權人（或被授權人的關係企業）之間的其他加盟契約書，向被授權人（或被授權人的關係企業）發出正式書面違約通知，則無論被授權人（或被授權人的關係企業）是否補救該違約，亦無論授權人是否隨後終止加盟契約書或任何其他加盟契約書。

Termination of this Rider under clause (a), (b), or (c) above is not deemed to be the termination of any franchise rights (even though this Rider is attached to the Franchise Agreement) because this Rider grants Franchisee no separate rights. Franchise rights arise only under franchise agreements signed directly with Franchisor. Termination of this Rider does not affect any franchise rights granted under any then-effective individual franchise agreements.

根據上述(a)、(b)或(c)條款終止本協議，不視為終止任何授權權利（即使本協議附加於加盟契約書），因本協議未授予被授權人任何獨立權利。授權權利來自於被授權人與授權人直接簽署的加盟契約書，終止本協議不影響加盟契約書當時仍然有效的任何授權權利。

12. **Assignment.** Franchisee's rights under this Rider are not assignable at all. This means Franchisor will not under any circumstances allow the rights to operate a Development Franchisee Business to be transferred. A transfer of these rights would be deemed to occur (and would be prohibited) if there is an assignment of the Franchise Agreement, a transfer of a controlling ownership interest in Franchisee, a transfer of this Rider separate and apart from the Franchise Agreement, or any other event attempting to assign the rights under this Rider. An assignment of only a non-controlling ownership interest in Franchisee is permitted (and would not be deemed to be a transfer of Franchisee's development rights) to the extent permitted by the terms and conditions of the Franchise Agreement.

**十二、轉讓：**被授權人不得轉讓本協議的任何權利。即，授權人在任何情況下，均不允許開發型被授權人業務之轉讓。若發生以下情況，將視為權利之轉讓（並予以禁止）：加盟契約書之轉讓、被授權人控制股權之轉讓、本協議與加盟契約個別的轉讓，或任何其他試圖轉讓本協議權利之行為。惟，僅轉讓被授權人之非控制股權可被允許（且不被視為被授權人展店權利之轉讓），但須符合加盟契約書之條款與條件。

13. **Effect.** This Rider constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements. Except as provided in this Rider, the Franchise Agreement remains in full force and effect as originally written. If there is any inconsistency between the Franchise Agreement and this Rider, this Rider's terms will control. This Rider is to be executed in both English and Chinese language, both of which are with the same legal validity. In case of any discrepancy between the Chinese and the English versions, the Chinese version shall prevail.

**十三、效力：**本協議構成雙方之間完整且全面的協議，並取代所有先前所訂之契約。除本協議另有約定外，原加盟契約書仍然完全有效。如加盟契約書與本協議之間存在任何不一

致之處，則以本協議之條款為準。本協議之中、英文用語均具有同等之法律效力，如中、英文用語相衝突者，以中文為準。

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.  
本協議訂立於 20\_\_\_\_ 年 \_\_\_\_ 月 \_\_\_\_ 日。

<b>TPTEA USA INC.</b>	<b>[FRANCHISEE/被授權人]</b>
By/法定代理人:_____	By/法定代理人:_____
Title/職稱:_____	Title/職稱:_____
Date/日期:_____	Date/日期:_____

**EXHIBIT A: SCHEDULE**  
**TO DEVELOPMENT FRANCHISEE RIGHTS RIDER**  
**開發型被授權人協議-展店計畫**

<b>New TPTEA Stores to be Developed in Area 該區域內預 計展店之茶 湯會新營業 店鋪</b>	<b>Signing Deadline (Date by which Franchise Agreement Must Be Signed) 加盟契約書 簽署截止日</b>	<b>Development Deadline (Date by which TPTEA Store Must be Opened) 展店截止日</b>	<b>Minimum Cumulative Number of TPTEA Stores to Be Open and Operating in Area No Later than the Development Deadline 截至展店截止日， 該區域內預計開業並營運 之茶湯會最低累計店數</b>

<b>TPTEA USA INC.</b>	<b>[FRANCHISEE/被授權人]</b>
By/法定代表人:_____	By/法定代表人:_____
Title/職稱:_____	Title/職稱:_____
Date/日期:_____	Date/日期:_____

**EXHIBIT B: AREA**  
**TO DEVELOPMENT FRANCHISEE RIGHTS RIDER**  
**開發型被授權人協議-區域**

The Area: \_\_\_\_\_

區域: \_\_\_\_\_

The Area is identified on the attached map.

區域標示於附件地圖。

<b>TPTEA USA INC.</b>	<b>[FRANCHISEE/被授權人]</b>
By/法定代表人: _____	By/法定代表人: _____
Title/職稱: _____	Title/職稱: _____
Date/日期: _____	Date/日期: _____

**Exhibit B-2**

**Multi-Unit Franchise Rider to Franchise Agreement**

**MULTI-UNIT FRANCHISE RIDER  
TO THE TPTEA USA INC. UNIT FRANCHISE AGREEMENT**

**茶湯會（美國）股份有限公司加盟契約書  
多店補充協議書**

1. **Background.** This Multi-Unit Franchise Rider (the “**Rider**”) dated \_\_\_\_\_ (the “**Effective Date**”) is made between TPTEA USA INC. (“**Franchisor**”) and \_\_\_\_\_ (“**Franchisee**”). This Rider is attached to, and intended to be a part of, the \_\_\_\_\_ (\_\_\_\_) Franchise Agreements that Franchisor and Franchisee are signing concurrently with signing this Rider (the “**Franchise Agreements**”) for the development and operation of TPTEA Stores at locations within the area specified in Exhibit A (the “**Development Area**”). This Rider specifies the terms that apply to Franchisee as a multi-unit developer of TPTEA Stores. This Rider does not confer upon Franchisee any license to use, in any manner whatsoever, the TPTEA Trademarks or the TPTEA System. To the extent that Franchisor is licensing those rights to Franchisee, that license is set out under the Franchise Agreements. All capitalized terms used but not defined in this Rider have the definitions given to them in the Franchise Agreements.

一、**背景:** 本多店補充協議書（以下稱本「協議」）係由茶湯會（美國）股份有限公司（以下稱「授權人」）及\_\_\_\_\_（以下稱「被授權人」）於\_\_\_\_\_（以下稱「生效日」）所簽訂。本協議係附屬於並構成\_\_\_\_\_加盟契約書之一部分，該加盟契約書由授權人與被授權人於簽署本協議之同時簽署（以下合稱「加盟契約書」，旨在於附件 A 所指定之區域（以下稱「展店區域」）內展店及經營茶湯會門店。本協議約定被授權人作為茶湯會 多店加盟商之條款。本協議不以任何方式授權被授權人使用茶湯會商標或茶湯會系統。授權人授權被授權人之授權範圍已在加盟契約書中約定。本協議所使用但未被定義之所有專有名詞，應依照加盟契約書中之定義。

2. **Development Obligations.** Franchisee agrees to establish each of the TPTEA Stores according to the development schedule that is specified in Exhibit A (the “**Development Schedule**”). In any event, Franchisee shall, within sixty (60) calendar days from the Effective Date, identify and propose the Store site(s) to be opened and operating in the first year for Franchisor’s review and approval, otherwise Franchisor shall be entitled to terminate all of the Franchise Agreements immediately upon written notice to Franchisee.

二、**展店義務:** 被授權人同意依照附件 A 中所指定的展店計劃（以下稱為「展店計劃」），按期設立每一間茶湯會門店。無論如何，被授權人應自生效日起六十（60）個日曆日內，確認並提案首年內開設及營運之門店地點，以供加盟總部審核與批准，否則授權人有權透過書面通知被授權人，立即終止所有授權契約。

3. **Term.** The term of this Rider starts on the Effective Date, and ends on the last date specified in the Development Schedule, unless this Rider is sooner terminated (the “**Term**”).

三、契約期間: 本協議之契約期間自生效日起算，並於展店計劃所載之最終日期屆滿時終止，除非本協議提前終止（以下稱「契約期間」）。

4. **Amendments to the Franchise Agreements.** In order to implement the terms of this Rider, certain provisions of the Franchise Agreements are amended as follows:

四、加盟契約書之增補: 為執行本協議之條款，加盟契約書的部分條款修訂如下。

4.1 Paragraph 1 of Article 6 of each Franchise Agreement, addressing the Initial Franchise Fee to be paid by Franchisee, shall be amended to read as follows:

每份加盟契約書第六條第一款關於被授權人應支付之授權金修訂如下：

*Franchisee shall pay a total amount of \_\_\_\_\_(\$\_\_\_\_\_) in United States Dollars, which includes Franchise Fee for the first two (2) TPTEA Shops to be located in the Development Area; an amount of Fifty Thousand (\$50,000) in United States Dollars as Technology Transfer Fee; and an amount of \_\_\_\_\_(\$) in United States Dollars per Store as Expansion Fee after the second TPTEA Shop within the designated region (Franchise Fee, Technology Transfer Fee and Expansion Fee are hereinafter refer as the “Area Franchise Fee”) to the bank account designated by Franchisor. During the Term, Franchisee may not claim any refund on the Area Franchise Fee on a pro rata basis based on duration of Term or number of Stores, no matter whether sole license according to Paragraph 1 of Article 3 is terminated or not. If Franchisor terminates this Agreement because Franchisee breaches this Agreement, Franchisee does not have any right to demand refund of the Area Franchise Fee in whole or in part.*

被授權人應支付總金額美金 \_\_\_\_\_ (US\$ \_\_\_\_\_) 至授權人指定之銀行帳戶，其中包括展店區域內首二 (2) 間 茶湯會門店之授權金、「技術移轉費」美金伍萬元 (US\$50,000)，以及於展店區域內開設第三間茶湯會門店起，每間門店需支付之展店授權金美金 \_\_\_\_\_ (US\$ \_\_\_\_\_) (授權金、技術移轉費及展店授權金以下合稱「區域授權金」)。於契約期間內，無論加盟契約第三條第一款所述之獨家授權是否終止，被授權人不得依據契約期間長短或門店數量多寡，按比例要求退還區域授權金。如因被授權人違約而經授權人終止契約者，被授權人不得請求返還區域授權金全部或一部。

4.2 Paragraph 2 of Article 3 of each Franchise Agreement shall be amended to read as follows:

每份加盟契約書第三條第二款修訂如下：

*Franchisee must only propose a site for its Store within the Development Area specified in the Multi-unit Franchise Rider. Once Franchisee becomes aware of an available site during the Term of this Agreement, Franchisee shall submit the*

*site for Franchisor's consideration immediately and provide Franchisor with all required information about the site. Franchisee shall also meanwhile provide a copy of the lease or purchase agreement for Franchisor's review and record. Franchisor will provide Franchisee with written notice of approval or disapproval of the site within ten (10) business days upon receiving all documentation and information related to the site. Franchisee may not begin any construction on the site until Franchisor has approved such site in writing. In any event, Franchisee shall, within sixty (60) calendar days from the execution of this Agreement, identify and propose the site for the Store, and open the Store for business to the public in accordance with the Development Schedule as set forth in the Multi-unit Franchise Rider. If Franchisee fails to comply with either requirement, Franchisor shall be entitled to terminate this Agreement immediately without further notice.*

被授權人僅能在多店協議書中指定之展店區域內提案門店地點。於本契約期間內，被授權人如知悉可供開店之地點，應立即將地點告知授權人以供評估，並提供所有有關於該地點必要之資訊。被授權人同時應提供一份租約或買賣契約之影本供授權人審閱及留存。授權人會在收到所有關於該地點的文件及資訊後之十(10)個工作日內以書面通知被授權人是否同意於該地點開店。在授權人尚未以書面同意地點以前，被授權人不得於該地點進行工程施作。無論如何，被授權人都必須在簽署本協議後六十(60)個日曆日內提案店點供授權人審閱及複核，並依據多店協議書附件之展店計劃進度開設並公開營運之營業店鋪，違反此項者，授權人有權立即終止本契約並不再另行通知。

5. **Development Franchisee Rights.** Franchisee expressly agrees that only if Franchisee meets all the three (3) requirements stated below shall it be qualified and eligible to discuss with Franchisor about the opportunity of conducting the development franchisee business by entering into the Development Franchisee Rider: (1) Franchisor confirms that within \_\_\_ years following the Effective Date, Franchisee has consistently obtained equal or more than 75 points per annual evaluation of the Renewal Assessment Report as listed in Appendix 2 of the Franchise Agreements; (2) Franchisor confirms that Franchisee has complied with the Development Schedule and all Stores opened remain open; and (3) Franchisor confirms that Franchisee has possessed sufficient operational capacity as a headquarter (including, but not limited to, operational management, training, and logistics management, etc.) to manage the number of Stores as required in the Area Development Plan. If Franchisee meets all the conditions stated above, Franchisee will be required to sign Franchisor's then-current form of Development Franchisee Rider.

**五、開發型被授權人權利:** 被授權人明確同意，僅於符合以下三 (3) 項所有要求時，方具備資格與授權人討論通過簽署《開發型被授權人補充協議》，洽談成為開發型被授權人之機會：(1) 經授權人確認，自生效日起 \_\_\_ 年內，被授權人於每年度之區域經營總括性評核（詳見加盟契約書附件二），持續達 75 分或以上者；(2) 經授權人確認，被授權人遵守展店計畫，且所有已開設之門店仍持續營運；(3) 經授權人確認，被授權人具備作為總部之充分營運能力（包括但不限於營運管理、人員培訓及物流管理等），以管理區域展店計

畫中所約定數量之門店。若被授權人符合上述所有條件，則須簽署授權人提供之當時有效之《開發型被授權人協議》。

6. **Transfer Restrictions**. Franchisee understands and agrees that Franchisor has entered into this Agreement in reliance on Franchisee's promise and commitment to establish and operate the required number of Stores, and that as a result, Franchisee agrees that it would not be unreasonable for Franchisor to withhold its consent to a transfer of some, but not all, of the Franchise Agreements separate from one another, and in any case, separate from the rights set forth under this Rider (if this Rider has not at the time of a proposed transfer either expired or terminated).

六、**轉讓限制**: 被授權人理解並同意，授權人係基於被授權人承諾履行開設及營運約定數量之門店，而與被授權人簽訂本協議。因此，被授權人同意，若被授權人提議轉讓部分但非全部之授權協議，或不與本協議所載之權利一同轉讓，則授權人有權不允許此項轉讓，且該等不允許並不屬於不合理行為（若本協議於轉讓提案時尚未到期或終止）。

7. **Default and Termination**. Franchisee be in default under this Rider if Franchisee does not meet its obligations under the Development Schedule or in Section 2 above, or if any other agreement between Franchisee (and/or any of Franchisee's affiliates) and Franchisor (and/or any of Franchisor's affiliates) is terminated. If Franchisee is in default under this Rider, Franchisor will have the right to terminate this Rider by giving Franchisee written notice of termination, which will take effect immediately (unless otherwise required under applicable law), or otherwise terminate all of the Franchise Agreements in accordance with the terms of the Franchise Agreements.

七、**違約與終止**: 若被授權人未能履行展店計劃或上述第二條所列之義務，或被授權人（及/或被授權人之關係企業）與授權人（及/或授權人之關係企業）之間的任何其他協議被終止，則視為被授權人違約。若被授權人違約，授權人有權通過書面通知被授權人終止本協議，該終止自通知發出之日起立即生效（除非其適用法律另有要求），或根據加盟契約書的條款終止所有加盟契約。

8. **Effect**. This Rider constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements. This Rider is an integral part of the Franchise Agreements. Except as provided in this Rider, the Franchise Agreements remain in full force and effect as originally written. If there is any inconsistency between the Franchise Agreements and this Rider, this Rider's terms will control. This Rider is to be executed in both English and Chinese language, both of which are with the same legal validity. In case of any discrepancy between the Chinese and the English versions, the Chinese version shall prevail.

八、**效力**: 本協議構成雙方之間完整且明確的協議，並取代所有先前所訂之契約。本協議為加盟契約書不可缺的一部分。除本協議另有約定外，原加盟契約書仍然完全有效。如加盟契約書與本協議之間存在任何不一致之處，則以本協議之條款為準。本協議之中、英文用語均具有同等之法律效力，如中、英文用語相衝突者，以中文為準。

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.  
訂立於 20\_\_\_\_ 年 \_\_\_\_ 月 \_\_\_\_ 日。

**TPTEA USA INC.**

By/法定代表人: \_\_\_\_\_

Title/職稱: \_\_\_\_\_

Date/日期: \_\_\_\_\_

**[FRANCHISEE/被授權人]**

By/法定代表人: \_\_\_\_\_

Title/職稱: \_\_\_\_\_

Date/日期: \_\_\_\_\_

Exhibit A/附件 A

**Development Area/展店區域:**

**Development Schedule/展店計畫:**

Store Number/門店編號	Opening Deadline/開店期限

<b>TPTEA USA INC.</b>	<b>[FRANCHISEE/被授權人]</b>
By/法定代表人:_____	By/法定代表人:_____
Title/職稱:_____	Title/職稱:_____
Date/日期:_____	Date/日期:_____

**Exhibit C**  
**Directory of Administrative Agencies**

## **STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

### **CALIFORNIA**

Website: [www.dfp.ca.gov](http://www.dfp.ca.gov)

Email: [ask.DFPI@dfpi.ca.gov](mailto:ask.DFPI@dfpi.ca.gov)

(for service of process)

Commissioner of Department of Financial Protection & Innovation

(state franchise administrator)

Department of Financial Protection & Innovation

Toll Free: 1 (866) 275-2677

#### ***Los Angeles***

320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013-2344  
(213) 576-7500

#### ***Sacramento***

651 Bannon Street, Suite 300  
Sacramento, California 95811  
(916) 576-4941

#### ***San Diego***

1455 Frazee Road, Suite 315  
San Diego, California 92108  
(619) 525-4233

#### ***San Francisco***

One Sansome Street, Suite 600  
San Francisco, California 94104-4428  
(415) 972-8559

### **HAWAII**

(for service of process)

Commissioner of Securities

Department of Commerce  
and Consumer Affairs

Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

(for other matters)

Commissioner of Securities

Department of Commerce  
and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2722

### **ILLINOIS**

Illinois Attorney General

500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

## **INDIANA**

(for service of process)

Indiana Secretary of State  
201 State House  
200 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6531

(state agency)

Indiana Secretary of State  
Securities Division  
Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

## **MARYLAND**

(for service of process)

Maryland Securities Commissioner  
at the Office of Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

(state agency)

Office of the Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

## **MICHIGAN**

Michigan Attorney General's Office  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
(517) 335-7567

## **MINNESOTA**

Commissioner of Commerce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1500

## **NEW YORK**

(for service of process)

Attention: New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, New York 12231-0001  
(518) 473-2492

(Administrator)

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8236

## **NORTH DAKOTA**

(for service of process)

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, 14<sup>th</sup> Floor, Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

(state agency)

North Dakota Securities Department  
600 East Boulevard Avenue, Suite 414  
Bismarck, North Dakota 58505  
(701) 328-2910

## **OREGON**

Oregon Division of Financial Regulation  
350 Winter Street NE, Suite 410  
Salem, Oregon 97301  
(503) 378-4140

## **RHODE ISLAND**

Securities Division  
Department of Business Regulations  
1511 Pontiac Avenue  
John O. Pastore Complex-Building 69-1  
Cranston, Rhode Island 02920  
(401) 462-9500

## **SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

## **VIRGINIA**

(for service of process)

Clerk, State Corporation Commission  
1300 East Main Street  
First Floor  
Richmond, Virginia 23219  
(804) 371-9733

(for other matters)

State Corporation Commission  
Division of Securities and Retail Franchising  
Tyler Building, 9th Floor  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

## **WASHINGTON**

(for service of process)

Director Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, Washington 98501  
(360) 902-8760

(for other matters)

Department of Financial Institutions  
Securities Division  
P. O. Box 41200  
Olympia, Washington 98504-1200  
(360) 902-8760

## **WISCONSIN**

(for service of process)

Administrator, Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-2139

(state administrator)

Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-9555

## **Exhibit D**

### **State-Specific Addenda to the Franchise Disclosure Document and Franchise Agreement**

#### **NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES**

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDITIONAL DISCLOSURES FOR THE  
FRANCHISE DISCLOSURE DOCUMENT OF  
TPTEA USA INC.**

The following are additional disclosures for the Franchise Disclosure Document of **TPTEA USA INC.** required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

**ILLINOIS**

1. The following statements are added at the end of Item 17:

Except for the Federal Arbitration Act that applies to arbitration, Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**MARYLAND**

1. The following language is added to the end of the "Summary" sections of Item 17(c), titled Requirements for franchisee to renew or extend, and Item 17(m), titled Conditions for franchisor approval of transfer:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the “Summary” section of Item 17(h), titled “Cause” defined – non-curable defaults:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The “Summary” section of Item 17(v), titled Choice of forum, is amended to read as follows:

Subject to your arbitration obligation, and to the extent required by the Maryland Franchise Registration and Disclosure Law, you may bring an action in Maryland.

4. The “Summary” section of Item 17(w), titled Choice of law, is amended to read as follows:

Law of the Republic of China (Taiwan) governs except for Federal Arbitration Act, other federal law, and claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following paragraphs are added to the end of Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

## **MINNESOTA**

1. The following paragraph is added to the end of Item 13:

We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any Mark

pursuant to and in compliance with the Agreement, and for all costs you reasonably incur in defending any such claim brought against you or in any such proceeding in which you are named as a party, provided that you have timely notified us of such claim or proceeding and have otherwise complied with the Agreement.

2. The following language is added to the end of the "Summary" sections of Item 17(c), titled **Requirements for franchisee to renew or extend**, and Item 17(m), titled **Conditions for franchisor approval of transfer by franchisee**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. The following paragraphs are added to the end of Item 17:

For franchises governed by the Minnesota Franchises Law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

Minnesota law provides that no action may be commenced pursuant to Minn. Stat. Section 80C.17 more than three (3) years after the cause of action accrues. Minn. Stat. Section 80C.17, subd. 5.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. However, we and you will enforce these provisions in the Agreement to the extent the law allows.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

## **NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.**

**THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following language is added to the end of Item 3 of the Franchise Disclosure Document:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

- B. No such party has pending actions, other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

4. The following language is added to the end of the "Summary" sections of Item 17(c), titled Requirements for a franchisee to renew or extend, and Item 17(m), titled Conditions for franchisor approval of transfer:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

5. The following language replaces the “Summary” section of Item 17(d) of the Franchise Disclosure Document, titled Termination by franchisee:

You may terminate the agreement on any grounds available by law.

6. The following language is added to the end of the “Summary” sections of Item 17(v), titled Choice of forum, and Item 17(w), titled Choice of law:

The foregoing choice of law should not be considered a waiver of any right conferred the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

7. Franchise Questionnaires and Acknowledgements. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Receipts. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## **VIRGINIA**

1. The following language is added to the end of the “Summary” section of Item 17(h), titled “Cause” defined – non-curable defaults:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision might not be enforceable.

2. The following paragraph is added to the end of Item 17:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state

franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
FRANCHISE AGREEMENT**

以下頁面為《加盟契約書》的各州特定附加條款

**RIDER TO THE TPTEA USA INC.  
FRANCHISE AGREEMENT  
STATE OF ILLINOIS**

加盟契約書附加條款（美國伊利諾州）

**THIS RIDER** is made between TPTEA USA INC., a corporation organized and existing under the laws of Delaware with a principal place of business at 919 North Market Street, Suite 950 Wilmington, DE 19801 (we, our, "TPTEA USA" or the "Franchisor") and \_\_\_\_\_, a company organized and existing under the laws of \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (you, your, or the "Franchisee").

本附加條款由 TPTEA USA INC. (以下稱「TPTEA USA」或「授權人」) · 係根據美國德拉瓦州法律設立並存續之公司 · 主要營業地點位於 919 North Market Street, Suite 950, Wilmington, DE 19801 · 與 \_\_\_\_\_ (以下稱「被授權人」) · 係根據 \_\_\_\_\_ 法律設立並存續之公司 · 主要營業地點位於 \_\_\_\_\_ · 共同訂立。

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_ (the "Franchise Agreement"). This Rider is being signed because (a) any of the franchise offer or sales activity relating to the Franchise Agreement occurred, and the TPTEA Tea Shop you will operate under the Franchise Agreement will be located, in Illinois, or (b) you are a resident of Illinois.

1. 背景: 我們與您為《加盟契約書》(以下稱「加盟契約書」)之締約方 · 該協議日期為 \_\_\_\_\_ · 本附加條款之簽署係基於以下原因 : (a) 您根據《加盟契約書》所經營的 TPTEA 茶飲店將設立於伊利諾州 ; 或 (b) 任何涉及《加盟契約書》的特許經營要約或銷售活動曾在伊利諾州發生。

2. The following language is added to the end of the Franchise Agreement:  
2. 以下條款將新增於《加盟契約書》後 :

**GOVERNING LAW**. Except for the Federal Arbitration Act that applies to arbitration, Illinois law governs this Agreement.

適用法律. 除仲裁由《聯邦仲裁法》管轄外 · 本合約受伊利諾伊州法律管轄。

**CONSENT TO JURISDICTION**. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

司法管轄權之同意. 依據《伊利諾伊州特許經營披露法》第 4 條，任何在特許經營合約中指定伊利諾伊州以外地區作為司法管轄地或審判地點的條款均屬無效。然而，特許經營合約仍可約定於伊利諾伊州以外進行仲裁。

**WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. No waiver shall apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations At Section 260.609.

懲罰性賠償與陪審團審判之豁免. 依據《1987 年伊利諾伊州特許經營披露法》第 705/41 條及伊利諾伊州法規第 260.609 條規定，若法律禁止，則任何懲罰性賠償或陪審團審判的豁免條款均不得適用。

3. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following language is added as a new Article 35 of the Franchise Agreement:

3. 伊利諾伊州特許經營披露法增補條款. 新增至特許經營合約的第 35 條如下：

#### Article 35. **ILLINOIS FRANCHISE DISCLOSURE ACT**

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void. However, that Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any provision of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

#### 第 35 條：《伊利諾伊州特許經營披露法》

依據《伊利諾伊州特許經營披露法》第 41 條，任何意圖約束特許經營受讓人放棄該法或伊利諾伊州其他法律規定的條款、條件或約定均屬無效。然而，本條規定並不影響當事人簽訂和解協議或針對《特許經營披露法》相關的潛在或已發生的訴訟簽署一般性免責協議；此外，本條亦不影響依據《美國法典》第 9 編所規定的仲裁程序。

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider, to be effective as of the date set forth next to our signature below.

茲證明，雙方已簽署並交付本附加條款，自本文件中我們簽名旁所載日期起生效。

甲方/Franchisor: TPTEA USA INC.

登記編號/Unified Business Number:

法定代理人/Authorized Representative: 劉彥邦/ Yen-Pang Liu

---

登記所在地/Registered Address: 919 North Market Street, Suite 950  
Wilmington, DE 19801

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

乙方/Franchisee:

登記編號/Unified Business Number:

法定代理人/Authorized Representative:

---

登記所在地/Registered Address:

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

**RIDER TO THE TPTEA USA INC.  
FRANCHISE AGREEMENT  
STATE OF MARYLAND**

加盟契約書附加條款（美國馬裡蘭州）

**THIS RIDER** is made between TPTEA USA INC., a corporation organized and existing under the laws of Delaware with a principal place of business at 919 North Market Street, Suite 950 Wilmington, DE 19801 (we, our, "TPTEA USA" or the "Franchisor") and \_\_\_\_\_, a company organized and existing under the laws of \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (you, your, or the "Franchisee").

本附加條款由 TPTEA USA INC. (以下稱「TPTEA USA」或「授權人」) · 係根據美國德拉瓦州法律設立並存續之公司 · 主要營業地點位於 919 North Market Street, Suite 950, Wilmington, DE 19801 · 與 \_\_\_\_\_ (以下稱「被授權人」) · 係根據 \_\_\_\_\_ 法律設立並存續之公司 · 主要營業地點位於 \_\_\_\_\_ · 共同訂立。

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_ (the "Franchise Agreement"). This Rider is being signed because (a) you are a resident of Maryland; or (b) the TPTEA Tea Shop you will operate under the Franchise Agreement will be located in Maryland.

**1.背景：**我們與您為《加盟契約書》(以下稱「加盟契約書」)之締約方 · 該協議日期為 \_\_\_\_\_ · 本附加條款之簽署係基於以下原因：(a) 您根據《加盟契約書》所經營的 TPTEA 茶飲店將設立於馬里蘭州；或 (b) 任何涉及《加盟契約書》的特許經營要約或銷售活動曾在馬里蘭州發生。

2. The following language is added to the end of the Franchise Agreement:
2. 以下條款將新增於《加盟契約書》後：

**RELEASES.** Pursuant to COMAR 02.02.08.16L, such general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

**免責條款.** 根據《馬里蘭州法規》(COMAR) 第 02.02.08.16L 條之規定 · 作為續約、出售及/或轉讓條件所要求的任何一般性免責條款 · 均不適用於《馬里蘭州特許經營登記與披露法》所規範的任何責任。

**GOVERNING LAW.** To the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

**適用法律.** 在適用法律要求的範圍內， 《馬里蘭州特許經營登記與披露法》所衍生的索賠應適用馬里蘭州法律。

**CONSENT TO JURISDICTION.** Subject to your arbitration obligations, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

**司法管轄權之同意.** 在遵守仲裁義務的前提下，您可在馬里蘭州提起與《馬里蘭州特許經營登記與披露法》相關的索賠訴訟。

**LIMITATION OF CLAIMS.** Any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

**索賠時效限制.** 任何根據《馬里蘭州特許經營登記與披露法》提出的索賠，均須於特許經營授予後三 (3) 年內提起。

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider, to be effective as of the date set forth next to our signature below.

茲證明，雙方已簽署並交付本附加條款，自本文件中我們簽名旁所載日期起生效。

甲方/Franchisor: TPTEA USA INC.

登記編號/Unified Business Number:

法定代表人/Authorized Representative: 劉彥邦/ Yen-Pang Liu

---

登記所在地/Registered Address: 919 North Market Street, Suite 950  
Wilmington, DE 19801

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

乙方/Franchisee:

登記編號/Unified Business Number:

法定代表人/Authorized Representative:

---

登記所在地/Registered Address:

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

**RIDER TO THE TPTEA USA INC.  
FRANCHISE AGREEMENT  
STATE OF MINNESOTA**

加盟契約書附加條款 ( 美國明尼蘇達州 )

**THIS RIDER** is made between TPTEA USA INC., a corporation organized and existing under the laws of Delaware with a principal place of business at 919 North Market Street, Suite 950 Wilmington, DE 19801 (we, our, "TPTEA USA" or the "Franchisor") and \_\_\_\_\_, a company organized and existing under the laws of \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (you, your, or the "Franchisee").

本附加條款由 TPTEA USA INC. ( 以下稱「TPTEA USA」或「授權人」 ) · 係根據美國德拉瓦州法律設立並存續之公司 · 主要營業地點位於 919 North Market Street, Suite 950, Wilmington, DE 19801 · 與 \_\_\_\_\_ ( 以下稱「被授權人」 ) · 係根據 \_\_\_\_\_ 法律設立並存續之公司 · 主要營業地點位於 \_\_\_\_\_ · 共同訂立。

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_ (the "Franchise Agreement"). This Rider is being signed because (a) the TPTEA Tea Shop you will operate under the Franchise Agreement will be located in Minnesota, or (b) any of the franchise offer or sales activity relating to the Franchise Agreement occurred in Minnesota.

1. **背景**: 我們與您為《加盟契約書》 ( 以下稱「加盟契約書」 ) 之締約方 · 該協議日期為 \_\_\_\_\_ 。本附加條款之簽署係基於以下原因 : (a) 您根據《加盟契約書》所經營的 TPTEA 茶飲店將設立於明尼蘇達州 ; 或 (b) 任何涉及《加盟契約書》的特許經營要約或銷售活動曾在明尼蘇達州發生。

2. The following language is added to the end of the Franchise Agreement:
2. 以下條款將新增於《加盟契約書》後 :

Notwithstanding the foregoing, any general release shall not apply to the extent prohibited by the Minnesota Franchises Law.

儘管有上述規定 · 任何一般性免責條款均不得適用於《明尼蘇達州特許經營法》所禁止的範圍內。

The Franchisor agrees to indemnify you against and to reimburse you for all damages for which it is held liable in any proceeding arising out of its authorized use of any Mark pursuant to and in compliance with this Agreement, and for all costs reasonably incurred by you in the defense of any such claim brought against him or in any such proceeding in which he

is named as a party, provided that you have timely notified the Franchisor of such claim or proceeding and has otherwise complied with this Agreement.

授權人同意對您進行賠償並補償因其依據本協議授權使用任何商標而在任何法律程序中被裁定應承擔的所有損害賠償，並補償您因為應對任何針對您的索賠或在涉及您的法律程序中所合理產生的所有費用，前提是您已及時通知授權人該索賠或法律程序，並已遵守本協議的相關規定

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Section 80C.14, subd. 3, 4 and 5 require, except in certain specified cases, that you be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of this Agreement.

明尼蘇達州法律賦予您特定的終止與不續約權利。《明尼蘇達州法規》第 80C.14 條第 3、4 及 5 款規定，除某些特定情況外，終止本協議須提前九十 (90) 天通知您（包含提供六十 (60) 天的補救期限），而不續約則須提前一百八十 (180) 天通知您。

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

《明尼蘇達州法規》第 80C.21 條及《明尼蘇達州規則》2860.4400(J) 款禁止授權人要求訴訟在明尼蘇達州以外進行，禁止要求被授權人放棄陪審審判權，或要求被授權人同意預定損害賠償金、終止罰則或判決債券。此外，《特許經營揭露文件》或任何協議均不得取消或減少被授權人依據《明尼蘇達州法規》第 80C 章所享有的任何權利，或影響被授權人依據司法管轄區法律所享有的任何程序、審理機構或救濟措施。

Minnesota law provides that no action may be commenced pursuant to Minn. Stat. Section 80C.17 more than three (3) years after the cause of action accrues. Minn. Stat. Section 80C.17, subd. 5.

明尼蘇達州法律規定，根據《明尼蘇達州法規》第 80C.17 條，不得在法律訴因發生後超過三 (3) 年內提起訴訟。《明尼蘇達州法規》第 80C.17 條第 5 款。

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

任何特許加盟商在建立特許經營關係過程中簽署或同意的任何聲明、問卷或確認書，不得產生以下效果：(i) 放棄根據適用的州特許經營法提出的任何索賠，包括因誘導欺詐所產生的索賠；或 (ii) 否認對任何授權人、特許經營銷售者或代表授權人行事的其他人士所作陳述的信賴。本條款優先適用於與特許經營相關的任何已簽署文件中的其他條款。

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider, to be effective as of the date set forth next to our signature below.

茲證明，雙方已簽署並交付本附加條款，自本文件中我們簽名旁所載日期起生效。

甲方/Franchisor: TPTEA USA INC.

登記編號/Unified Business Number:

法定代表人/Authorized Representative: 劉彥邦/ Yen-Pang Liu

---

登記所在地/Registered Address: 919 North Market Street, Suite 950  
Wilmington, DE 19801

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

乙方/Franchisee:

登記編號/Unified Business Number:

法定代表人/Authorized Representative:

---

登記所在地/Registered Address:

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

**RIDER TO THE TPTEA USA INC.  
FRANCHISE AGREEMENT  
STATE OF NEW YORK**  
加盟契約書附加條款（美國紐約州）

**THIS RIDER** is made between TPTEA USA INC., a corporation organized and existing under the laws of Delaware with a principal place of business at 919 North Market Street, Suite 950 Wilmington, DE 19801 (we, our, "TPTEA USA" or the "Franchisor") and \_\_\_\_\_, a company organized and existing under the laws of \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (you, your, or the "Franchisee").

本附加條款由 TPTEA USA INC. (以下稱「TPTEA USA」或「授權人」) · 係根據美國德拉瓦州法律設立並存續之公司 · 主要營業地點位於 919 North Market Street, Suite 950, Wilmington, DE 19801 · 與 \_\_\_\_\_ (以下稱「被授權人」) · 係根據 \_\_\_\_\_ 法律設立並存續之公司 · 主要營業地點位於 \_\_\_\_\_ · 共同訂立。

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated \_\_\_\_\_ (the "Franchise Agreement"). This Rider is being signed because (a) you are a resident of New York and the TPTEA Tea Shop you will operate under the Franchise Agreement will be located in New York, and/or (b) any of the franchise offer or sales activity occurred in New York.

1. **背景**：我們與您為《加盟契約書》(以下稱「加盟契約書」)之締約方 · 該協議日期為 \_\_\_\_\_。本附加條款之簽署係基於以下原因：(a)您為紐約州居民 · 且根據《加盟契約書》所經營的 TPTEA 茶飲店將設立於紐約州；或 (b) 任何涉及《加盟契約書》的特許經營要約或銷售活動曾在紐約州發生。

2. **RELEASES**. The following language is added to the end of the Franchise Agreement:

2. **免責條款**：以下內容新增至《加盟契約書》後：

Notwithstanding the foregoing, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of GBL 687 and 687.5 be satisfied.

儘管有上述規定 · 您依據《紐約州一般商業法》第 33 條及其相關法規所享有的所有權利 · 以及因該法條規定而產生的任何訴訟權利仍繼續有效；

本條款旨在確保符合《紐約州一般商業法》第 687 條及 687.5 條中的非豁免條款。

3. **TRANSFER BY US**. The following language is added to the end of the Franchise Agreement:

3. **授權人的轉讓權**：以下條款新增至《加盟契約書》後：

To the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

在適用法律要求的範圍內，除非受讓人經我們的判斷，願意並有能力承擔本協議下的義務，否則不進行任何轉讓。

4. **TERMINATION BY YOU**. The following language is added to the end of the Franchise Agreement:

4. **被授權人的終止權**：以下條款新增至《加盟契約書》後：

You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

您可依據《紐約州一般商業法》第 33 條的規定，在法律允許的任何理由下終止本協議。

5. **GOVERNING LAW/CONSENT TO JURISDICTION**. The following language is added at the end of the Franchise Agreement:

5. **準據法/合意管轄權**：以下條款新增至《加盟契約書》後：

To the extent required by Article 33 of the General Business Law of the State of New York, nothing in this Franchise Agreement shall be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

在《紐約州一般商業法》第 33 條所規定的適用範圍內，本《加盟契約書》中的任何內容均不應被視為放棄《紐約州一般商業法》第 33 條的規定以及根據該法頒布的法規賦予您的任何權利。

6. **LIMITATION OF CLAIMS**. The following sentence is added to the end of the Franchise Agreement:

6. 索賠的限制：以下條款新增至《加盟契約書》後：

To the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

在《紐約州一般商業法》第 33 條所規定的適用範圍內，您依據《紐約州一般商業法》第 33 條及其相關法規所享有的所有權利，以及因該法條規定而產生的任何訴求均應保持有效。本條款旨在確保符合《紐約州一般商業法》第 687.4 條及 687.5 條中的不可放棄條款。

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider, to be effective as of the date set forth next to our signature below.

茲證明，雙方已簽署並交付本附加條款，自本文件中我們簽名旁所載日期起生效。

甲方/Franchisor: TPTEA USA INC.

登記編號/Unified Business Number:

法定代表人/Authorized Representative: 劉彥邦/ Yen-Pang Liu

---

登記所在地/Registered Address: 919 North Market Street, Suite 950  
Wilmington, DE 19801

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

乙方/Franchisee:

登記編號/Unified Business Number:

法定代表人/Authorized Representative:

---

登記所在地/Registered Address:

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

## **WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS**

### **《特許經營揭露文件》、《加盟契約書》及所有相關協議的附加條款 ( 美國華盛頓州 )**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

本附加條款涵蓋《特許經營揭露文件》、《加盟契約書》及所有相關協議，無論其內容是否存在相反規定。本附加條款適用於以下情況：(a) 特許經營銷售要約在華盛頓州被接受；(b) 特許經營購買人為華盛頓州居民；及/或 (c) 作為銷售標的的特許經營業務全部或部分位於或在華盛頓州營運。

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.  
1. **適用法律：**若發生法律衝突，則《華盛頓州特許經營投資保護法》（《華盛頓州修訂法典》第 19.100 章）之規定應優先適用。
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.  
2. **特許加盟商之權利：**《華盛頓州修訂法典》第 19.100.180 條可能優先於《加盟契約書》或相關協議中規範您與授權人關係的條款，包括特許經營的終止與續約。此外，亦可能存在法院判決，優先適用於《加盟契約書》或相關協議對您與授權人關係的規範。加盟契約書條款（包括《特許經營揭露文件》第 17 項所概述的條款）皆須符合州法律規定。
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the

arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

3. **仲裁、調解及/或訴訟管轄地:** 凡涉及在華盛頓州簽署之特許經營的仲裁或調解程序，仲裁或調解地點應為華盛頓州，或仲裁或調解當時雙方共同商定之地點，或由仲裁員或調解員於仲裁或調解時指定之地點。此外，如《加盟契約書》未禁止訴訟，則被授權人可在華盛頓州就特許經營銷售或違反《華盛頓州特許經營投資保護法》所引起之訴訟或法律程序提起訴訟。
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
4. **一般免責:** 在《加盟契約書》或相關協議中所訂立的任何權利免除或放棄條款，如試圖約束被授權人放棄遵守《華盛頓州特許經營投資保護法》或其相關規則與命令的規定，則該條款無效，除非該免除或放棄係在協議生效後，依據協商達成的和解方案並且在雙方均由獨立法律顧問代表的情況下執行，並符合《華盛頓州修訂法典》第 19.100.220(2) 條的規定。此外，任何與特許經營續約或轉讓相關的免除或放棄，亦應為無效，除非符合《華盛頓州修訂法典》第 19.100.220(2) 條的例外規定。
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. **訴訟時效與陪審審判權之放棄:** 《加盟契約書》或相關協議中的條款，如不合理地限制或縮短根據《華盛頓州特許經營投資保護法》所提出索賠的訴訟時效期間，或限制根據該法享有的權利與救濟（例如陪審審判權），則該條款可能無效。

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. **轉讓費用:** 轉讓費的收取僅限於授權人在進行轉讓過程中合理的預估或實際成本範圍內。
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
7. **被授權人終止權:** 被授權人可依據州法律允許的任何理由終止《加盟契約書》。
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
8. **特定回購條款:** 凡《加盟契約書》或相關協議中的條款允許授權人在協議期限內，未經被授權人同意，即可基於任何理由回購被授權人的業務，則該條款依據《華盛頓州修訂法典》第 19.100.180(2)(j) 條規定為非法，除非該特許經營係因正當理由終止。
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
9. **公平與合理的定價:** 凡《加盟契約書》或相關協議中的條款，要求被授權人以高於公平與合理價格的方式購買或租賃任何產品或服務，則依據《華盛頓州修訂法典》第 19.100.180(2)(d) 條規定，該條款屬非法。
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
10. **懲罰性賠償與懲罰性賠償之放棄:** 《華盛頓州修訂法典》第 19.100.190 條允許被授權人在特定情況下請求三倍賠償。因此，《加盟契約書》或其他相關協議中

的條款，如要求被授權人放棄懲戒性、懲罰性賠償或類似損害賠償，則該條款無效，除非依據《華盛頓州修訂法典》第 19.100.220(2) 條的規定，該協商所達成的解決方案係由雙方之獨立法律顧問代理的情況下執行。

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
11. **授權人的商業判斷：**《加盟契約書》或相關協議中的條款，如規定授權人可依據其合理的商業判斷行使自由裁量權，則該條款可能受到《華盛頓州修訂法典》第 19.100.180(1) 條的限制或取代，該法條要求雙方須以誠信原則進行互動。
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
12. **免責條款：**《加盟契約書》或相關協議中規定被授權人須對授權人或其他方進行賠償、補償、抗辯或免責，現予以修改，使被授權人無需對授權人或任何其他獲得免責之方所產生的損失或責任進行賠償、補償、抗辯或免責，若該損失或責任係由該免責方的疏忽、故意不當行為、嚴格責任或欺詐所造成。
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
13. **律師費：**若《加盟契約書》或相關協議規定被授權人須補償授權人的訴訟費用或相關支出（包括律師費），則該條款僅適用於授權人在任何司法或仲裁程序中為勝訴方的情況。
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking

enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

14. **競業條款：**根據《華盛頓州修訂法典》第 49.62.020 條，競業禁止協議對員工（包括被授權人的員工）無效且不可執行，除非員工從尋求執行的一方獲得的收入按年計算超過 100,000 美元（該金額將根據通貨膨脹每年進行調整）。此外，根據《華盛頓州修訂法典》第 49.62.020 條，競業禁止協議對被授權人的獨立承包商無效且不可執行，除非獨立承包商從尋求執行的一方獲得的收入按年計算超過 250,000 美元（該金額將根據通貨膨脹每年進行調整）。因此，加盟契約書或其他地方的任何與這些限制相衝突的條款在華盛頓都是無效的且不可執行。
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
15. **禁止挖角協議：**《華盛頓州修訂法典》第 49.62.060 條禁止授權人限制、約束或禁止被授權人：(i) 招攬或僱用與同一授權人的其他被授權人的員工，或 (ii) 招攬或僱用授權人的員工。因此，凡《加盟契約書》或其他相關協議中包含此類條款，在華盛頓州均屬無效且不可執行。
16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
16. **問卷與確認事項：**被授權人於特許經營關係開始時所簽署或同意的任何聲明、問卷或確認文件，不得具有以下效力：(i) 放棄根據適用的州特許經營法所提出的任何索賠，包括因誘導欺詐而產生的索賠；或 (ii) 否認其對授權人、特許經營銷售方或其他代表授權人行事之人所作任何陳述的信賴。本條款優先適用於與特許經營相關的任何已簽署文件中的其他條款。

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
17. **禁止與監管機構溝通:** 凡《加盟契約書》或相關協議中的條款，如禁止被授權人與監管機構溝通或向監管機構提出投訴，則該條款與《特許經營揭露文件》中明確規定的指示不符，並依據《華盛頓州修訂法典》第 19.100.180(2)(h) 條屬非法。
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
18. **特許經營經紀人建議事項:** 根據《華盛頓州特許經營投資保護法》，「特許經營經紀人」被定義為從事特許經營要約或銷售業務的個人。特許經營經紀人代表授權人，並透過向授權人介紹潛在客戶及/或銷售特許經營業務獲取報酬。若被授權人與特許經營經紀人合作，則建議被授權人仔細評估特許經營經紀人所提供的特許經營相關資訊。
19. **Development Franchisees.** Development Franchisees may be required to register as franchise brokers under the laws of Washington.
19. **開發型被授權人:** 根據華盛頓州法律，開發型被授權人可能需註冊為特許經營經紀人。

The undersigned parties do hereby acknowledge receipt of this Addendum.

簽署方確認已收到本附加條款。

甲方/Franchisor: TPTEA USA INC.

登記編號/Unified Business Number:

法定代表人/Authorized Representative: 劉彥邦/ Yen-Pang Liu

---

登記所在地/Registered Address: 919 North Market Street, Suite 950  
Wilmington, DE 19801

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

乙方/Franchisee:

登記編號/Unified Business Number:

法定代表人/Authorized Representative:

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登記所在地/Registered Address:

電子郵件 ( 代表帳號 ) /Official Email:

日期/Date:

## Exhibit E

### ACKNOWLEDGMENT ADDENDUM TO TPTEA FRANCHISE AGREEMENT

**DO NOT SIGN THIS FRANCHISE DISCLOSURE QUESTIONNAIRE IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

As you know, you and we are entering into a Franchise Agreement for the operation of a TPTEA franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release estoppel or waiver of any liability incurred under the applicable law.

#### **Acknowledgments and Representations.**

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement? Check one:  Yes  No. If no, please comment:

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2. Have you studied and reviewed carefully our Franchise Disclosure Document and Franchise Agreement? Check one:  Yes  No. If no, please comment:

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3. Did you understand all the information contained in both the Franchise Disclosure Document and Franchise Agreement? Check one  Yes  No. If no, please comment:

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4. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Franchise Disclosure Document? Check one: ( ) No ( ) Yes. If yes, please state in detail the oral, written or visual claim or representation:

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5. Except as stated in Item 19 of the Franchise Disclosure Document, did any employee or other person speaking on behalf of TPTEA USA Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any TPTEA tea shop location or business, or the likelihood of success at your franchised business? Check one: ( ) No ( ) Yes. If yes, please state in detail the oral, written or visual claim or representation:

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6. Did any employee or other person speaking on behalf of TPTEA USA Inc. make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Check one: ( ) Yes ( ) No. If yes, please comment:

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7. Do you understand that the franchise granted is for the right to operate a TPTEA tea shop at the approved site only and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, other than the approved site? Check one: ( ) Yes ( ) No. If no, please comment:

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8. Do you understand that the Franchise Agreement and Franchise Disclosure Document contain the entire agreement between you and us concerning the franchise for the TPTEA system, meaning that any prior oral or written statements not set out in the Franchise Agreement or Franchise Disclosure Document will not be binding? Check one: ( ) Yes ( ) No. If no, please comment:

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9. Do you understand that the success or failure of your TPTEA tea shop will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the TPTEA trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your TPTEA tea shop may change? Check one  Yes  No. If no, please comment:

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10. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in the Franchise Agreement and that an injunction is an appropriate remedy to protect the interest of the TPTEA system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in the Franchise Agreement, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one  Yes  No. If no, please comment:

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11. On the receipt pages of your Franchise Disclosure Document you identified

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as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one  Yes  No. If no, please identify any additional franchise sellers involved with this transaction:

---

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.**

**Exhibit F**  
**Form of General Release**

TPTEA USA INC.

**GRANT OF FRANCHISOR CONSENT AND RELEASE BY FRANCHISEE**

TPTEA USA INC. (“Franchisor”) and the undersigned franchisee, \_\_\_\_\_ [*insert name of franchisee entity*] (“Franchisee”), currently are parties to a Franchise Agreement dated \_\_\_\_\_ (the “Franchise Agreement”) for the operation of a TPTEA Tea Shop at \_\_\_\_\_. Franchisee has asked Franchisor to \_\_\_\_\_.  
[*insert relevant detail*]. Franchisor currently has no obligation under the Franchise Agreement or otherwise to \_\_\_\_\_ [*repeat relevant detail*], or Franchisor has the right under the Franchise Agreement to condition its approval on Franchisee’s and its owners signing a release of claims. Franchisor is willing to \_\_\_\_\_ [*repeat relevant detail*] if Franchisee and its owners give Franchisor the release and covenant not to sue provided below in this document. Franchisee and its owners are willing to give Franchisor the release and covenant not to sue provided below in consideration for Franchisor’s willingness to \_\_\_\_\_ [*repeat relevant detail*].

Consistent with the previous introduction, Franchisee, on behalf of itself and its successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, directors, officers, principals, employees, and affiliated entities (collectively, the “Releasing Parties”), hereby forever release and discharge Franchisor and its past and present, direct or indirect, parent and other affiliated entities, and its and their respective current and former officers, directors, members, managers, owners, principals, employees, agents, representatives, successors, and assigns (collectively, the “TPTEA Parties”) from any and all claims, damages, demands, debts, causes of action, suits, duties, liabilities, costs, and expenses of any nature and kind, whether presently known or unknown, vested or contingent, suspected or unsuspected (all such matters, collectively, “Claims”), that Franchisee and any other Releasing Party now has, ever had, or, but for this document, hereafter would or could have against any TPTEA Party (1) arising out of or related in any way to the TPTEA Parties’ performance of or failure to perform their obligations under the Franchise Agreement before the date of Franchisee’s signature below, (2) arising out of or related in any way to Franchisor’s offer and grant to Franchisee of its TPTEA Tea Shop franchise, or (3) otherwise arising out of or related in any way to Franchisee and the other Releasing Parties’ relationship, from the beginning of time to the date of Franchisee’s signature below, with any of the TPTEA Parties.

The released Claims include, but are not limited to, any Claim alleging violation of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules, or regulations. Franchisee and the other Releasing Parties acknowledge that Franchisee and they may after the date of the signatures below discover facts different from, or in addition to, those facts currently known to Franchisee and them, or which Franchisee and they now believe to be true, with respect to the Claims released by this document. Franchisee and the other Releasing Parties nevertheless agree that the release set forth in this document has been negotiated and agreed on despite such acknowledgment and despite any federal or state statute or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution.

Franchisee, on behalf of itself and the other Releasing Parties, further covenants not to sue any TPTEA Party on any Claim released by this paragraph and represents that Franchisee has not assigned any Claim released by this paragraph to any individual or entity that is not bound by this paragraph.

Franchisor also is entitled to a release and covenant not to sue from Franchisee’s owners. By his, her, or their separate signatures below, Franchisee’s owners likewise grant to Franchisor the release and covenant not to sue provided above.

\*\*\*\*\*

**The following language applies only to transactions governed by the Washington Franchise  
Investment Protection Act**

This general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

**[Signature Page Follows]**

**FRANCHISOR:**

TPTEA USA INC.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**FRANCHISEE:**

NAME

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name of Owner]

\_\_\_\_\_  
[Signature and Date]

## Exhibit G

### List of Franchisees as of December 31, 2024

Franchisee	Representative	Address	City	State	ZIP	Phone Number
TPLIN Inc.	Juo Lin Chen	2383 Telegraph Avenue	Berkeley	CA	94704	510.228.4421
TPLIN Inc.	Juo Lin Chen	10787 S. Blaney Avenue	Cupertino	CA	95014	408.320.1890
TPLIN Inc.	Juo Lin Chen	2540 Main Street, Suite B Irvine	Irvine	CA	92614	949.886.2103
TPLIN Inc.	Juo Lin Chen	1987 Santa Rita Road B	Pleasanton	CA	94566	510.816.8128
TPLIN Inc.	Juo Lin Chen	925 Blossom Hill Rd, Space No. F5	San Jose	CA	95123	408.622.8658
TPLIN Inc.	Juo Lin Chen	650 E 4 <sup>th</sup> Avenue	San Mateo	CA	94401	650.513.1754
TPLIN Inc.	Juo Lin Chen	567-B E El Camino Real	Sunnyvale	CA	94087	669.348.4563
TPLIN Inc.	Juo Lin Chen	2761 S Diamond Bar Blvd, Diamond Bar	Diamond Bar	CA	91765	909.655.6042
TPLIN Inc.	Juo Lin Chen	400 Broadway, Millbrae	Millbrae	CA	94030	1.510.936.2626
TPLIN Inc.	Juo Lin Chen	1152 N Capitol Ave, San Jose	Berryessa	CA	95132	669.263.6293
NY TEA & MORE INC.	HILL TSE	36-41 Prince St, Flushing	Queens	NY	11354	929.200.7021
Taiwan Tea House LLC	Warren Liao	9188 Prestmont Place	Frisco	TX	75035	682.600.8081
Taiwan Tea House LLC	Warren Liao	400 N. Greenville Avenue Suite 14	Richardson	TX	75081	972.685.6902
Taiwan Tea House LLC	Warren Liao	2451 Old Denton Rd Ste 130, Carrollton	Carrollton	TX	75006	214.883.8813
HARMONY TEA INC.	Katie-Feiyu Su	679 King Street	Seattle	WA	98104	206.485.7481
HARMONY TEA INC.	Katie-Feiyu Su	1312 NE 45th St	Seattle	WA	98105	206.327.9811

**NEW YORK REPRESENTATIONS PAGE**

**FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT  
DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE  
STATEMENT OF A MATERIAL FACT.**

陳述頁 ( 紐約 )

授權人聲明，本《特許經營揭露文件》未故意遺漏任何重大事實，也不包含任何重大事實的不實陳述。

## **State Effective Dates**

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
Illinois	Pending
Indiana	July 28, 2025
Maryland	Pending
Michigan	June 4, 2025
Minnesota	Pending
New York	July 23, 2025, as amended [pending], 2025
Virginia	Pending
Washington	Pending
Wisconsin	July 28, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## **Exhibit H** **Receipt (1)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If TPTEA USA Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If TPTEA USA Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

If TPTEA USA Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified in Exhibit D.

The franchisor is TPTEA USA Inc. located is 919 North Market Street, Suite 950, Wilmington, Delaware 19801 and the telephone number is 886-4-2389-6909#524.

The principal business address and telephone number of the franchise seller offering the franchise is Yu-Chi Chang, No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.), 886-4-2389-6909 Ext. 524, intl@tp-tea.com.

Development Franchisee (if any): \_\_\_\_\_

Issuance Date: March 21, 2025

I received a disclosure document dated March 21, 2025, that included the following exhibits:

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit B-1	Development Franchisee Rights Rider to Franchise Agreement
Exhibit B-2	Multi-Unit Franchise Rider to Franchise Agreement
Exhibit C	Directory of Administrative Agencies
Exhibit D	State-Specific Addenda to the Franchise Disclosure Document and Franchise Agreement
Exhibit E	Acknowledgment Addendum to Franchise Agreement
Exhibit F	Form of General Release
Exhibit G	List of Franchisees as of December 31, 2024

Date: \_\_\_\_\_, 20\_\_\_\_ (enter date here)

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ (Please print)

You should return one copy of the signed receipt either by signing, dating, and mailing it to TPTEA USA Inc. at No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.) or by faxing a copy of the signed receipt back to TPTEA USA Inc. at 886-4-2380-7610. You may keep the second copy for your records.

## **Exhibit H** **Receipt (2)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If TPTEA USA Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If TPTEA USA Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

If TPTEA USA Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified in Exhibit D.

The franchisor is TPTEA USA Inc. located is 919 North Market Street, Suite 950, Wilmington, Delaware 19801 and the telephone number is 886-4-2389-6909#524.

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Development Franchisee (if any): \_\_\_\_\_

Issuance Date: March 21, 2025

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Exhibit E	Acknowledgment Addendum to Franchise Agreement
Exhibit F	Form of General Release
Exhibit G	List of Franchisees as of December 31, 2024

Date: \_\_\_\_\_, 20\_\_\_\_ (enter date here)

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ (Please print)