



MASTER FRANCHISE DISCLOSURE DOCUMENT

Yung De Jeng Inc.
A Delaware Limited Liability Company
919 North Market Street, Suite 950
Wilmington, DE 19801
+886-4-23766088
dejeng2020@gmail.com.tw

The franchise offered is to sub-franchise De Jeng food service establishments offering gourmet teas, caffeinated beverages, bubble tea, compatible food products, coffee and tea makers and related supplies, accessories and gifts within a specific territory. The total investment necessary to begin operation of a De Jeng franchised business is US\$253,900.00 ~ US\$283,900.00. This includes US\$220,000.00 that must be paid to the Master Franchisor or its affiliate(s), as applicable.

This franchise disclosure document (the “Disclosure Document”) summarizes certain provisions of your Master 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 Master 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 format, contact Vincent Wang, Oversea Business Department Manager, at 1F., No. 37, Huamei St., West Dist., Taichung City 403011, Taiwan (R.O.C.), 886-04-2376-6088, dejeng2020@gmail.com.tw. 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 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.

Issued: November 1, 2024

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
How much can I earn?	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 master franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the Master Franchisor or at the Master Franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the Master Franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only De Jeng Tea Shop in my area?	Item 12 and the "territory" provisions in the Master Franchise Agreement describe whether the Master Franchisor and other master franchisees can compete with you.
Does the Master Franchisor have a troubled legal history?	Items 3 and 4 tell you whether the Master Franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a De Jeng master franchisee?	Item 20 or Exhibit E lists current and former master franchisees. You can contact them to ask about their experiences.
What else should I know?	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 Master Franchise Agreement may allow the Master 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 Master Franchisor or a limited group of suppliers the Master Franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The Master 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 the master franchisor. Even if the Master Franchise Agreement grants you a territory, the Master Franchisor may have the right to compete with you in your territory.

Renewal. Your Master 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 Master 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 the master franchisor 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 Master Franchise Agreement. If so, you should check the State Specific Addenda, **Exhibit D**. 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 Master Franchise Agreement requires you to resolve disputes with the Master Franchisor by mediation, arbitration and/or litigation only in California. 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 Master Franchisor in California than in your own state.
2. **Short Operating History.** The master franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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.

TABLE OF CONTENTS

Item 1:	The Master Franchisor, and any Parents, Predecessors and Affiliates.....	1
Item 2:	Business Experience.....	3
Item 3:	Litigation.....	4
Item 4:	Bankruptcy	4
Item 5:	Initial Fees.....	4
Item 6:	Other Fees	4
Item 7:	Estimated Initial Investment	7
Item 8:	Restrictions on Sources of Products and Services	9
Item 9:	Master Franchisee's Obligations.....	11
Item 10:	Financing.....	12
Item 11:	The Master Franchisor's Assistance, Advertising, Computer Systems, and Training	12
Item 12:	Territory	18
Item 13:	Trademarks.....	19
Item 14:	Patents, Copyrights and Proprietary Information.....	21
Item 15:	Obligation to Participate in the Actual Operation of the Franchise Business	21
Item 16:	Restrictions on What the Master Franchisee May Sell	22
Item 17:	Renewal, Termination, Transfer, and Dispute Resolution	23
Item 18:	Public Figures	27
Item 19:	Financial Performance Representations.....	27
Item 20:	Outlets and Master Franchisee Information	27
Item 21:	Financial Statement.....	29
Item 22:	Contract.....	29
Item 23:	Receipt	29

EXHIBITS

Exhibit A	Financial Statement
Exhibit B	Exclusive Master Franchise Agreement
Exhibit C	Directory of Administrative Agencies
Exhibit D	State Specific Addenda
Exhibit E	Contact Information of Former and Current Master Franchisees
Exhibit F	Receipt

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

ITEM 1: THE MASTER FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Master Franchisor is Yung De Jeng Inc., which will be referred to as “De Jeng”, “we”, or “us”. The term “you”, or “Master 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 master franchisee). We do not conduct any business activity other than franchising tea shops. Our affiliates operate company-owned tea shops under the De Jeng System (as described below) in the U.S. and internationally and franchised tea shops under the De Jeng System internationally.

Franchisor, Parent, Affiliates

We are a Delaware limited liability company, formed on February 01, 2024. Our principal place of business is at 1F., No. 37, Huamei St., West Dist., Taichung City 403011, Taiwan (R.O.C.). We currently do business in the organizational name “De Jeng” and under the marks “”, “De Jeng®” and “得正™”. We do not do business or intend to do business under any other names. We do not have any predecessor during the 10-years period immediately before close of our most recent fiscal year. We currently do not operate any company-owned De Jeng tea shop. Our parent company, Yung De Jeng Culture Co., Ltd (“Yung De Jeng”), is a corporation formed under the laws of Taiwan in June 29, 2020, and continued as a corporation under the laws of Taiwan. We do not have a physical office or operations in Delaware. Our business address is 919 North Market Street, Suite 950, Wilmington, DE 19801. All communication and activities will be through our office in Taiwan. We have no other affiliates.

Agent for Service of Process

Our agent for service of process in California is Department of Financial Protection and Innovation, its principle address is at 2101 Arena Boulevard Sacramento, CA 95834.

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 “De Jeng” tea shop (the “Tea Shop”) 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 us or our affiliates from time to time (the “De Jeng System”). The distinguishing characteristics of the De Jeng 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 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). All Tea Shops under the De Jeng System 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. The Master Franchise Agreement may be limited to a single, specific territory and we reserve the right to operate or franchise or license others who may compete with you for the same customers.

We offer a Master franchise to qualified individuals or entities to sub-franchise opportunity to allow sub-franchisee to own and operate Tea Shops within a specified territory we approve, under the terms of our standard exclusive Master franchise agreement, attached as Exhibit B (the "Master Franchise Agreement"). The Master Franchise Agreement sets out the detailed terms and conditions of the relationship. Under our Master Franchise Agreement, we grant our master franchisees the right (and they accept the obligation) to sub-franchise the right to allow the sub-franchisee to develop and operate one Tea Shop, selling gourmet teas-based beverages, coffee-based beverages, compatible food products, coffee and tea makers and related supplies, accessories and gifts we approve under the De Jeng System within a specified territory. There may be instances where we have or will vary the terms to suit the circumstances of a particular transaction.

The Tea Shops will offer products and services to the general public throughout the year and compete with other beverage and food product service business. The Tea Shops are not seasonal. The market for your type of products and services generally is developed and very competitive in the United States and within the territory that we agreed upon. 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 caffeinated and tea drinks and baked goods, 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 food 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. Your Tea Shops' business may also be affected by other factors, such as changes in consumer taste, economic conditions, population, and travel patterns.

Your competition may also include other outlets selling coffee, tea, and food items, grocery stores, convenience stores, and specialty coffee shops. We may grant selected master franchisees unique rights or franchises to operate or distribute authorized products through special distribution channels, such as airports, service plazas, universities and grocery stores. These special arrangements may involve special agreements or modifications to our standard Master Franchise Agreement and other agreements.

Applicable Regulations

We are not aware of any laws or regulations specific to the industry in which the Tea Shop operates. However, 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.

Government contractor laws may also apply if your Tea Shops are located (or if, subject to your Master Franchise Agreement, you sell products) at military bases or other government facilities. For example, you may be required to comply with regulations such as government contractors' wage and hour restrictions, preparation and maintenance of written affirmative action plans, retention and access of records, special procedures for resolving contractual disputes, listing employment openings with state employment services, and termination of the contract for default or for the convenience of the government. You should carefully review these requirements with your attorney before entering into any government contracts.

Please note that the data included in this Disclosure Document is based on the information available when we prepared this document. In the last few years, we have all experienced significant changes in the country's economy that had impacted everyone. Among these changes are things like the price of oil and its impact on not just energy costs, but also the costs relating to delivery of goods and services to our businesses. Other commodity costs have also fluctuated. We have also seen wide swings in the cost and availability of credit, labor, goods, and other materials. Although we are not able to predict how these economic factors will impact business costs in the coming year, these variations may affect the costs that a new master franchisee will actually experience in operating a franchised business.

United States' current economic conditions are unusually volatile both in terms of consumer spending as well as the costs of doing business, such as for example, energy, commodities, credit, etc. As a result, historical performance results may not be as useful in your financial planning as they may have been in less volatile times. If you choose to use the historical financial information appearing in this Disclosure Document, you must carefully consider the potential impact of the current economic volatility.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer, Hsieh Chen-Yung

Mr. Hsieh Chen-Yung is the founder of the "De Jeng" system. He began the development of De Jeng tea beverage store concept and recipes in 2019 and open the first De Jeng Tea Shop in 2020. Mr. Hsieh Chen-Yung is the Chief Executive Officer of Yung De Jeng since its formation in 2020, and is the Chief Financial Officer of De Jeng in 2024.

Chief Financial Officer, Hsieh Wan-Ju

Ms. Hsieh Wan-Ju joined the Yung De Jeng in 2019 for the concept development, developing SOPs and managing store operations. In 2021, Ms. Hsieh Wan-Ju became the head training

instructor for new franchisees and the Chief Financial Officer of Yung De Jeng, and in 2024, became the Chief Financial Officer of De Jeng.

ITEM 3: LITIGATION

No pending cases, concluded cases, government actions, or any other litigation is required to be disclosed in this Item 3.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Initial Franchise Fees

The total initial franchise fees to open and operate Tea Shops within the Territory is a lump-sum one-time amount of US\$200,000 (the “Initial Franchise Fees”). 100% of the Initial Franchise Fees is payable within seven (7) calendar days following the execution date this Agreement. The Initial Franchise Fees are not refundable and must be paid in full without reduction or offset.

Refundable Security Deposit

You are also responsible for a refundable security deposit of US\$20,000 (the “Refundable Security Deposit”), payable within seven (7) calendar days following the signing of the Master Franchise Agreement. Refundable Security Deposit will be returned to the Master Franchisee, without interest, within seven (7) calendar days following the expiration or termination of the Master Franchise Agreement if the Master Franchisee has not materially breached this Agreement.

ITEM 6: OTHER FEES

Type of fee (note 1)	Amount	Due Date	Remarks
Royalty Fees	1.5% of the Gross Monthly Sales, minimum US\$800 per month.	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.
Store Fee	10% of the franchise fee that you charge per	paid within thirty (30) calendar day	

	each Tea Shop from your sub-franchise in the Protected Territory.	after you receive the payment of franchise fee from sub-franchisee.	
Shortage Fee	10% of Initial Franchise Fee × (the difference between the minimum Tea Shops of the applicable year – the number of Tea Shop opened in the applicable year).	Prior to December 31 of the applicable year.	Applicable only if the you have failed to sub-franchise the stipulated minimum number of Tea Shops in the applicable year. The Shortage Fees are non-refundable, but may be applied as credit if you cure the shortage within a six (6) months period from December 31 of the applicable year.
Marketing Fund Contributions (note 2)	Certain percentage of Gross Monthly Sales, not yet determined.	The marketing fund contributions for the previous month is payable before the 10 th of the next month.	Applicable only when we have established a Marketing Fund. See Item 11 for details for Marketing Fund.
Advertising and Marketing Materials Sample/Template	We will support your grand opening support by providing you with marketing designs but not physical marketing materials.	Before opening.	
Post Opening Consultation Fees (note 3)	US\$300 per inspector per day, round trip airfare for the inspector; 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.	Ten (10) business days after being billed.	
Renewal Fees	US\$20,000	Prior to granting franchise renewal.	You may renew the Franchise upon the expiration of the Term for successive periods of two (2) years upon satisfying required conditions.

Audit Fee	Cost of audit.	When billed.	Payable after an audit, only if we find that you have understated any amount you owe to us by more than 3%.
Late Payment	Interest on unpaid amount at 5% per month or highest rate allowed by law.	When billed.	
Manual Replacement Fee	US\$0		
Liquidated Damages for All Other Violation	US\$10,000	Within thirty (30) calendar day after the written notice is issued.	All gains that the Master 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 Master Franchise Agreement, you must reimburse us for the expenses we incur (such as attorney fees) in enforcing or terminating the applicable Master Franchise Agreement.
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 non-refundable, 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. Except as specifically stated above, fees may be adjusted based on changes in market conditions, our cost of providing services and future policy changes. At the present time we have no plans to adjust fees schedule over which we have control.
2. We reserve the right to establish and administer a marketing fund for the De Jeng System. We have not established the fund, and do not intend to establish a fund until an adequate number of Tea Shops have been established to provide national or regional marketing for the benefit of the De Jeng System. We anticipate that all Tea Shops will contribute to the marketing fund. When the advertising fund is established, we estimate that Master Franchisees will contribute approximately 3% of gross monthly sales. For more details, please see Item 11.
3. 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.

ITEM 7: ESTIMATED INITIAL INVESTMENT

Type of Expenditure (note 1)	Estimated Amount or Estimated Low-High Range (US\$)	When Due	Method of Payment	Refundable	To Whom Payment is to be Made
Franchise Fee (note 2)	US\$200,000	Within seven (7) calendar days following the execution date of Master Franchise Agreement	As arranged	No	Us
Refundable Security Deposit	US\$20,000	Within seven (7) calendar days following the execution date of the Master Franchise Agreement	As arranged	Yes	Us
Minimum Royalty Fee (note 3)	US\$2,400	Before the 10 th of the following month	As arranged	No	Us
Licenses, Permits, Fees and Deposit	US\$3,000~ US\$5,000	Lump Sum	Before opening	No	Third party
Office Equipment & Supplies	US\$1,500	As incurred	As arranged	No	Third party
Insurance	US\$2,000~ US\$5,000	As incurred	Before opening, as arranged	No	Third party
Advertisement (note 4)	US\$5,000~ US\$10,000	As incurred	Before Opening	No	Third party
Additional Funds – 3 Months (note 5)	US\$20,000~ US\$40,000	As incurred	As arranged	No	Third Party
Total Cost	US\$253,900.00 ~ US\$283,900.00				

Notes:

1. This table illustrate the estimated costs for the first 3 months following the commence operation of your master franchise business. 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 experience and information provided by non-US master franchisees of our affiliated entities. Costs are constantly changing and your costs may be higher. You should perform due diligence to investigate all potential costs before proceeding.

2. Approximately 25% of the total Initial Franchise Fees will go to the training, 15% will go to the opening support, and 10% will go to the marketing support.
3. You shall pay royalty of 1.5% of sub-franchisee's gross monthly sales of the Tea Shop, with a minimum royalty fees of US\$800 per month.
4. You must provide commercial general liability coverage with minimum limits in the amount of US\$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 US\$1,000 and US\$2,500 per year. The cost of other coverage, including workers' compensation coverage and your discretionary purchases, varies widely, but may range from US\$1,000 to US\$2,500 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.
5. 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. It includes estimated cost of sales and operating expenses incurred during the initial three (3) months (such as payroll, 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. Cash flow from your operations may not be adequate to cover operating and other costs during the initial phase of business. Your cost will depend on factors such as how much you follow our recommended method and procedures, your management, marketing and general business skills, local economic conditions, the local market for the products and services, competition, local cost factors and the sales level achieved by you. There is no guarantee that the amounts specified are adequate or that additional investment by you is not necessary during the three (3) months of initial operation or afterwards.

Other than what is disclosed in this Disclosure Document, we do not authorize our salespersons or any other persons or entities to furnish estimates or otherwise as to the capital or other reserve fund necessary to reach "break-even" or any other financial position nor should you rely on any such estimates. We recommend that, in addition to the expenses and additional funds shown, you have sufficient personal savings and/or income so that you are self-sufficient and need not to draw funds from the Tea Shop to support your living and other expenses during the initial start-up phase.

We do not offer financing for any portion of your Estimated Initial Investment. Tea Shops may vary from one another in many respects. Please also note that the data included in this Disclosure Document is based on the information available when this document was prepared. In the last few years, we have all experienced significant changes in the country's economy that has impacted everyone including our business. Among these changes are things like hikes in energy, labor and goods and services delivery cost. Other commodity costs have also fluctuated. We have also observed wide swings in the cost and availability of credit, labor, goods, and other materials. Although we are not able to predict how these economic factors will impact business costs in the

coming year, these variations may materially affect the costs a new master franchisee will actually experience in operating a franchised business.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required purchases

We and our affiliates have spent considerable time, effort and money to develop the De Jeng System. We have acquired experience and skill in developing the De Jeng System, which includes producing, merchandizing and selling De Jeng coffee, tea, bubble tea, compatible food products, and other products and merchandise that we approve. The distinguishing characteristics of our De Jeng 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 De Jeng System is based upon, and can be maintained only by, the sale of high-quality products. You must ensure that all products, including food supplies, utensils, cups, equipment and materials and services from the Tea Shop in your Territory must meet our specifications, standards, and requirements. The products at the Tea Shops in your Territory 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, ourselves and our parent company, Yung De Jeng, are approved suppliers, 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% 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.

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 De Jeng System. Before approving any supplier, we may take into consideration: a) consistency of products and/or name brands in (and between) our De Jeng 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 De Jeng 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 thirty (30) to sixty (60) calendar days depending on the nature of the products or services. We may withdraw our approval at any time if the supplier's performance does not meet our criteria, we change our specifications, standards or requirements or other reasons. There is not administrative supplier testing fees. 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 tea 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 master franchisee purchases

We and our affiliate may derive revenue from required purchases, but not from leases by master franchisees, as we do not lease any products or equipment to our master franchisees. We are not the only suppliers of products for the Tea Shop. Please note that as of the date of this Disclosure Document, the Master Franchisor does not have any Tea Shop in the United States. Yung De Jeng, our parent company, is our only affiliate; and its total revenue in 2023 from required purchases made by the master franchisees located in the United States was US\$0

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 master 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 De Jeng, 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 Master Franchise Agreement. You must provide commercial general liability coverage with minimum limits in the amount of US\$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.

Before you use advertising materials, you must send us for review samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. If you do not receive written disapproval within thirty (30) calendar 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.

We must approve your proposed location. 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 De Jeng 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 master franchisees.

Material benefits

We do not provide any material benefits to you if you buy from sources we approve.

ITEM 9: MASTER FRANCHISEE’S OBLIGATIONS

MASTER 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 Master Franchise Agreement	Disclosure Document Item
-------------------	--	---------------------------------

a. Site selection and acquisition/lease	Article 2	Items 1, 11 & 12
b. Pre-opening purchase/lease	Articles 2, 6, 8 & 10	Items 1, 6, 7, & 11
c. Site development and other pre-opening requirements	Articles 1, 2, 5, 6, & 10	Items 1, 6, 7, & 11
d. Initial and ongoing training	Article 5	Items 5 & 11
e. Opening	Articles 6	Item 11
f. Fees	Articles 3 & 5	Items 5 & 6
g. Compliance with standards and policies/Operations Manual	Articles 1, 5 & 6	Item 11
h. Trademarks and Proprietary information	Articles 1, 7 & 16	Items 13 & 14
i. Restrictions products/services offered	Articles 1, 2, 6 & 8	Item 16
j. Warranty and customer service requirement	Article 6	Item 11
k. Exclusive right and sales quotas	Articles 2	Items 1 & 12
l. Ongoing product/service purchases	Articles 6 & 8	Item 8
m. Maintenance, appearance and remodeling requirements	Articles 1 & 6	Item 11
n. Insurance	Article 10	Items 8
o. Advertising	Articles 1 & 4	Items 11
p. Indemnification	Article 5 & 11	Item 6
q. Owner's participation/management/staffing	Articles 1 & 6	Items 11 & 15
r. Records and reports	Article 9	Item 1
s. Inspections and audits	Articles 5, 6 & 9	Items 1 & 5
t. Transfer	Articles 14	Item 17
u. Renewal	Article 13	Item 17
v. Post-termination obligations	Articles 7, 15, 16, & 17	Item 17
w. Non-competition covenants	Article 15	Item 17
x. Dispute resolution	Articles 18	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: THE MASTER FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Obligations

1. We make the standards of the De Jeng System available to you in our operation manuals, trainings, on-site assistance, and in other forms of communication. Once you become aware of

an available site during the term of this Agreement, you must submit the site for our consideration immediately and provide us with all required information about the site. You must also provide a copy of the lease or purchase agreement for our review and record. We will provide you with written notice of whether or not we approve the site within fifteen (15) business days of receiving all documentation and information related to the site. (See Articles 1, 2, & 12 of the Master Franchise Agreement).

2. You or your sub-franchisee will arrange for the construction or remodeling of each Tea Shop. We agree to provide reasonable assistance to you as requested by you during the construction or remodeling of each Tea Shop at your reasonable cost. (See Articles 1, 2, & 6 of the Master Franchise Agreement).
3. Advertising and promotional materials for use in the pre-opening promotion of the Tea Shops. (See Articles 4 of the Master Franchise Agreement).
4. We will provide you with a copy of our operations manual concerning techniques of managing and operating the Tea Shop. (See Articles 1, 6 & 12 of the Master Franchise Agreement).
5. 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 1, 6, 8 & 12 of the Master Franchise Agreement).
6. We will make available for purchase by your sub-franchisees, directly from us or through authorized suppliers, the equipment, products, materials and inventory required by your sub-franchisees. Specifically, we will provide you with specification and details requirements of all necessary equipment, signs, fixtures, opening inventory, and supplies so you may convey to your sub-franchisees. 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 4 & 8 of the Master Franchise Agreement).

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 12 of the Master 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 master franchisees and their personnel; the marketing of products and our brand; and all other things affecting the experience of consumers who patronize our De Jeng 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, 6 & 12 of the Master Franchise Agreement).
3. We shall continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all Tea Shops. (See Article 12 of the Master Franchise Agreement).
4. We will review advertising and promotional materials that you propose to use locally. (See Article 4 of the Master Franchise Agreement).

5. We will update the operations manual, including new developments and improvements in equipment, food products, packaging and preparation. (See Article 1 & 12 of the Master Franchise Agreement).
6. Upon request, we may offer the pre-opening supports and continuous organizational supports following the initial training at additional costs. (See Article 5 of the Master Franchise Agreement).
7. Administration of the advertising fund, when and if it is created. (See Article 4 of the Master Franchise Agreement).

Please note that it usually takes a sub-franchisee two (2) to three (3) months between (i) the earlier of the (a) signing of the Sub-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 Shops 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 master 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 De Jeng System. However, when we do establish the marketing fund, you will have to participate and will have to contribute to the marketing fund approximately 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. Neither 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 De Jeng System. We do not currently have a master franchisee advertising council that advises us on advertising policies, though we reserve the right to establish such a council in the future. For the calendar year ending December 31, 2023, 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 De Jeng 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.

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.

We currently do not have independent access to the data generated by your computer system, but reserve the right to have such access in the future. We may require you to upgrade or update your computer hardware or software during the term of the Master Franchise Agreement. 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 cost of purchasing a POS System that fits our standard is estimated to be US\$2100, 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 De Jeng System that you are franchised to operate. Each operations manual contains mandatory and suggested standards, operating procedures and rules that we prescribe for the De Jeng 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.

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 the site of the first Tea Shop for our review and approval within ninety (90) calendar days from the execution of the Master Franchise Agreement, we reserve the right to terminate the Master 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 on a premise and then lease it to our master 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, there is no specified time period in which we must respond to your approval request. If ultimate the parties have failed to agree upon a site, then we will refund you the refundable security deposit.

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 each 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 or training your sub-franchisees. If you or your sub-franchisees need additional training, we can provide the training at our training site in Taiwan or Illinois.

Our training program includes but is not limited to the following: operations managements, human resources management, import operations, marketing plans, tea shop management, raw material inventory and controls, and basic maintenances. We may offer special training courses such as service staff training, special promotion training, other pre-opening supports and continuous organizational supports.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Location
Basic theory	6	Training Room
Theory (Profit & Loss)	2	Training Room
Written test (Formula)	10	Training Room
Introduction of utensils & equipment	4	Training Room
Standard Operation Procedure	6	Training Room 訓練中心
Beverage Introduction	5	Training Room
Formula Final Test	5	Training Room
Opening	24	Training Room

Semi-Finished product Preparation	10	Training Room
POS system learning	4	Training Room
Mock Operation (Kitchen, Bar, Cashier)	78	Training Room
Closing	10	Training Room
Final Test(Practical Test)	4	Training Room
Total Hours	168 hours	

We have a dedicated team of instructors for the De Jeng training program. The lead trainer, Wan-Ju Hsieh, has more than 4 years of experience in the De Jeng system and franchise, hospitality, training, and service industry. He has trained all the De Jeng Tea Shops worldwide.

You are required to provide trainings set forth herein to your sub-franchisees at your sole expenses.

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 cash. You will be required to make payments towards the following expenses within seven (7) calendar days upon receiving our written reimbursement request. The said personnel expenditures may include a US\$300 per trainer per day for each field visit to pay for the technical and orientation personnel; round trip 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 not 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.

I.	Employee's Dressing Code	P. 05
II.	Brand Origin	P. 06
III.	The Introduction of the Ingredients	P. 07
IV.	The Introduction of Beverages	P. 12
V.	Calculation of Sugar level	P. 14
VI.	Formula Shorten Reference Form	P. 15
VII.	Standard Level of Ice Level & Toppings	P. 16
VIII.	Powder standardization	P. 19
IX.	Operating Procedures of Daily Open	P. 20
X.	Operating Procedures of Daily Close	P. 21
XI.	The Regulations of Specific Rags	P. 22
XII.	Cleaning and Hygiene Regulations	P. 24
XIII.	Equipment Induction	P. 25
A.	Desktop Label Printer	P. 25

B.	Thermal printer	P. 25
C.	Sealing machine	P. 26
D.	Fructose Dispenser	P. 29
E.	Refrigerator	P. 31
F.	Reverse Osmosis Water Filter	P. 32
G.	Water Softener	P. 32
H.	Ice Maker	P. 33
I.	8 Channel Programming (Multi-Display Timers)	P. 34
XIV.	Q&A	P. 36

ITEM 12: TERRITORY

You acknowledge and agree that you do have an exclusive right to sub-franchise to many third party to has the right to develop, open one Tea Shop in the designated Territory. This master franchise is for an unlimited number of locations within the Territory as set forth in the Master Franchise Agreement. You must obtain our prior written approval of any site to be located in the Territory. Your exclusive territorial right to sub-franchise the franchise opportunity does dependent upon whether you have achieved the minimum Tea Shop quota as set forth in the Master Franchise Agreement . You do not have the right to distribute products through alternative channels of distribution. We reserve the right to use alternative channels of distribution for our products and trademarks and we may expand our sale of products on a local, regional, national or international basis. Unless stated otherwise herein, we have the absolute right to distribute (or license others 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), regardless of the proximity to your location, through any distribution methods or channels. These other sources of distribution could compete with you. Furthermore, we do not pay any compensation for soliciting or accepting orders inside the master franchisee's territory, the Protected Territory (as defined below), or near your Tea Shop locations. Please note, however, that we current does not plan to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within Tea Shop under a trademark different the De Jeng Trademarks.

We reserve the absolute right to distribute goods or services through the use of the Internet or other electronic communications, telephone, mail or similar methods, regardless of the destination of the products or services. We may not solicit or accept orders from consumers inside your Tea Shop, but we may direct orders to your Tea Shop through Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of the Tea Shop. 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 web sites, domain names, directory addresses, metatags, as graphic images on web pages, linking, advertising, co-branding, and other arrangements. You may not maintain a De Jeng web site. If we do ever approve of a web site 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 Master Franchise Agreement, you do not have the right to relocate your Tea Shop. 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. Similarly, if you request additional franchised outlet, we would consider similar factors as stated above.

In the event that we grant you the relocation of a Tea Shop, you must be current with all your obligations to us and must sign our then-current Master Franchise Agreement, with all then-current on-going fees, for a term equal to the term remaining on your Master Franchise Agreement for the previous or original location.

You will receive an exclusive territory. You will not face competition from other Tea Shops under the De Jeng System. We retain the right to operate or license others to operate other concepts relating to the Trademarks within the Territory at our sole discretion (the “Other De Jeng Concept”). For example, we reserve the right to sell De Jeng brand canned beverages, tea bags, or related products in supermarket and/or online. If we desire to explore an Other De Jeng Concept in the Territory, we shall deliver to you written notice with the agreement and the key terms and conditions of the applicable Other De Jeng Concept (the “Notice”) and you shall have the right of first refusal for such Other De Jeng Concept. For thirty (30) calendar days following delivery of the Notice, you shall have the option to enter into the proposed agreement as provided in the Notice, otherwise you waive your right of first refusal.

Protected Territory. So long as you are in full compliance with this Master Franchise Agreement, we will not grant a franchise or establish a company-owned location to be located within your Protected Territory as defined in the Master Franchise Agreement with you.

We do not 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 De Jeng system in the United States.

ITEM 13: TRADEMARKS

The Master Franchise Agreement give you the non-exclusive right to operate a Tea Shop under the “,” “De Jeng™” and 得正™ trademark. By trademark, we mean trade names, trademarks, service marks, emblems, designs, merchandising devices and logos used to identify your Tea Shop (collectively “De Jeng 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 De Jeng Trademarks. You cannot use any of our company names or De Jeng 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 De Jeng 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 De Jeng Trademarks or any variation of them (like “*DeJengTea*”) and you may not use your name in connection with our De Jeng Trademarks in advertising your Tea Shop (such as “John Smith’s De Jeng”). You may not use any of our company names or De Jeng Trademarks for the sale of any unauthorized product or service or in a manner we have not authorized in writing. These De Jeng 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 De Jeng Trademarks on vehicles if you first obtain our written consent. We have a license from our parent, Yung De Jeng, to use and to sublicense the use of the De Jeng Trademarks. All rights in and goodwill from the use of the De Jeng Trademarks accrue to us and our affiliates. No agreement limits our right to use or license the use of the De Jeng Trademarks related to the franchise.

The De Jeng 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.

Federal Registration	Registration/Serial No.	Application Filing Date
De Jeng	98517077	April 24, 2024
Federal Registration	Registration/Serial No.	Registration Date
 得 正 OOLONG TEA PRODUCT	7446546	July 16, 2024

There are no material determinations, proceedings or litigation which would affect your right to use the De Jeng 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 De Jeng 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 De Jeng Trademarks and no pending material litigation involving the principal De Jeng 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 De Jeng Trademarks. We will take the action we think appropriate. We have the right to control all administrative proceedings or litigation involving our De Jeng 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 De Jeng 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 De Jeng Trademarks, trade secrets or business techniques that are part of our business.

We or our affiliates do not operate or plan to operate or franchise business under a different trademark that will sell goods or services that are the same as or similar to those you will sell.

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 master franchisee, and only as provided in your Master Franchise Agreement.

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 Master 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 Master 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 De Jeng 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.

We have the right to use and incorporate into the De Jeng System for the benefit of other master franchisees and us any modifications, ideas or improvements, in whole or in part, developed or discovered by you or your employees or agents, without any liability or obligation to you or the developer thereof.

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 Master Franchise Agreement 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 Master Franchise Agreement, or designate and retain at all times an individual, subject to our approval, to serve as the Principal Operator under the Master Franchise Agreement. If you are a corporation, partnership, or limited liability company you must name an individual as the Principal Operator 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 Master 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 Master Franchise Agreement.

You or your Principal Operator must complete our training program. Furthermore, you or your Principal Operator must 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.

Because this is primarily a cash business, you must have effective, vigilant cash management procedures to avoid employee theft. You can minimize these demands on you personally by attracting, motivating and retaining capable development, supervisory, production, transportation and sales personnel. We may provide you with certain suggested basic procedures and guidelines to use in recruiting, training and motivating your personnel. However, recruiting, training and motivating employees are your responsibility.

ITEM 16: RESTRICTIONS ON WHAT THE MASTER FRANCHISEE MAY SELL

You must offer for sale and sell, only and all those products and services, and deal only with those suppliers, that we authorize or require, and have authorized in Item 8. We do not expect that you will have few products to sell. Failure to comply with your purchasing restrictions may result in the termination of your Master Franchise Agreement.

You may not advertise, offer for sale or sell, any products and/or services that we have not authorized. We reserve the right to change the types of authorized products and services at any

time in our discretion. You agree to promptly undertake all changes as we require from time to time.

You must refrain from any merchandising, advertising or promotional practice that is unethical or may be injurious to our business and/or other franchised business

ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Master Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Articles in the Master Franchise Agreement	Summary
a. Length of the franchise term	§13	For the Master Franchise Agreement, the term is five (5) years. (Note 1)
b. Renewal or extension of the term	§13	Conditional Renewal. (Note 2)
c. Requirements for master franchisee to renew or extend	§13	The Master Franchise Agreement may be renewed for unlimited terms of two (2) years. The renewal may require you to sign agreement with materially different terms. (Note 2)
d. Termination by master franchisee	§17	The master franchisee may terminate the Master Franchise 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 Master Franchise Agreement.
f. Termination by franchisor with “cause”	§17	We may terminate the Master Franchise Agreement by providing a prior 30-days written notification if you commit a default that cannot be cured or fail to timely cure a default that may be cured under the Master Franchise Agreement or any agreements with any of our affiliates; have experienced a change of control have challenged the validity of our Trademarks, trade names, service logos, graphic configurations, emblems, apparels and designs of the De Jeng System; are convicted of or plead guilty or no contest to a felony or crime of moral turpitude; or have

		committed a fraud upon any of our affiliate(s) or us.
g. “Cause” defined – curable defaults	§17	Except where your state’s law may provide otherwise, except as stated in section h of this table, all defaults must be cured within thirty (30) calendar days after notice. (Note 3)
h. “Cause” defined – non-curable defaults	§17	The following defaults cannot be cured by you: you have experienced a change of control (a change of control does not occur if you retain more than 50% of the shares after the transfer, or if all of the interests transfer to your spouse(s) or children or to your beneficiaries or heirs in the event that you die or become mentally incapacitated); you challenge the validity of the Trademarks, trade names, service logos, graphic configurations, emblems, apparels and designs of the De Jeng System; if you are convicted of or plead guilty or no contest to a felony or crime of moral turpitude; or if you commit a fraud upon any of our affiliate(s) or us.
i. Master franchisee’s obligations on termination/nonrenewal	§17	Upon expiration or termination of the Master Franchise Agreement, you must immediately pay us all unpaid Initial Franchise Fees or any amount due, without reduction or offset, even if you did not open any or all of the Tea Shops; all rights granted pursuant to the Master Franchise Agreement shall cease immediately without further notice; 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 De Jeng 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 Master Franchise Agreement.
j. Assignment of contract by franchisor	§14	We may assign our rights to any person or entity that agrees in writing to assume all of our obligations without your approval. Upon transfer, we will have no further obligation under this Master Franchise Agreement, except for any accrued liabilities.

k. “Transfer” by master franchisee – definition	§14	A “transfer” by you is any sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any interest in either the Master Franchise Agreement, the franchise itself, or any proprietorship, partnership, limited liability company (“LLC”) or corporation which owns any interest in the franchise, to any person, persons, partnership, association, LLC or corporation, whether by contract, operation of law or otherwise.
l. Franchisor approval of transfer by master franchisee	§14	You may not transfer any of your right or obligation as set forth in the Master Franchise Agreement, or the operation or ownership of any Tea Shop to a third party.
m. Conditions for franchisor approval of transfer	§14	Not Applicable.
n. Franchisor’s right of first refusal to acquire master franchisee’s business	Not Applicable	Not Applicable.
o. Franchisor’s option to purchase master franchisee’s business	Not Applicable	Not Applicable.
p. Death or disability of master franchisee	Not Applicable	Not Applicable.
q. Non-competition covenants during the term of the franchise	§15	You agree that during the term of this Master Franchise 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 where 50% or more of its sales include the sale of gourmet coffees and teas, coffee or tea-based beverages, bubble tea, other than one authorized by this Master Franchise Agreement or any other agreement between us and you.
r. Non-competition covenants after the franchise is terminated or expires	§15	You agree that you will not, for a period of two (2) years after the expiration or termination of this Master Franchise Agreement, or after the expiration or termination of any Renewal Term, 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 where 50% or more of its sales include

		the sale of gourmet coffees and teas, coffee or tea-based beverages, bubble tea within the Territory.
s. Modification of the Master Franchise Agreement	§20	The Master Franchise Agreement may only be modified by the parties in writing.
t. Integration/merger clause	§19	Only the terms of the Master Franchise Agreement and other related agreements are binding (subject to applicable state law). Nothing in the Master Franchise Agreement, however, is intended to disclaim the representations we made in this Disclosure Document that we furnished to you. Any representations or promises outside of the Disclosure Document and Master Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	§18	If the parties are unable to do so within sixty (60) calendar days after the complaining party's written notice to the other party, the parties will then seek to resolve the dispute through non-binding mediation conducted in California.
v. Choice of forum	§18	Litigation must be in California.
w. Choice of law	§18	California law applies.

- Note 1. The Master Franchise Agreement shall be terminated automatically without further notice at the end of the Term, unless renewed in accordance with the terms of the Master Franchise Agreement.
- Note 2. The laws in some states require a franchisor to renew an Master Franchise Agreement, unless it has good cause not to renew. If you and your Master Franchise Agreement qualify for renewal under these laws, we will offer renewal to you as required by law.
- Note 3. Cure periods may be extended or provided if required by law.
- Note 4. The provision of the Master Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Article 101 et seq.). In addition to the provisions noted in the cart above, the Master Franchise Agreement contain a number of provisions that may affect your legal rights, including a waiver of a right to a jury trial, waiver of punitive damages or exemplary damages, and limitations on whether claims may be raised (See Article 21 of the Master Franchise Agreement). We recommend that you carefully review all of these provisions, and the entire contract, with a lawyer.
- Note 5. The Master Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- Note 6. The Master Franchise Agreement contains a liquidated damages clause.
- Note 7. Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional disclosures, if any, appear in Exhibit D.

ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote our franchise. Although the Master 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 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 master 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 Master Franchisor's management by contacting Vincent Wang, Oversea Business Department Manager, at 1F., No. 37, Huamei St., West Dist., Taichung City 403011, Taiwan (R.O.C.), 886-04-2376-6088, dejeng2020@gmail.com.tw, or the Federal Trade Commission, and the appropriate state regulatory agencies."

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
(Master Franchise Businesses)
for Year 2021 to 2023

Outlet Type	Year	Outlets at the Start of the year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlet	2021	0	0	0

	2022	0	0	0
	2023	0	0	0

Table 2
Transfer of Outlets from Master Franchisees to New Owners
(Other than the Master Franchisor) (Master Franchise Businesses) for Year 2021 to 2023

State	Year	Number of Transfer
-	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

Table 3
Status of Franchised Outlets (Master Franchise Businesses) for Year 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Master Franchisors	Ceased Operations – Other Reasons	Outlets at End of the Year
-	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Table 4
Status of Company-owned Outlets (Master Franchise Businesses) for Year 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlet Closed	Outlets Sold to Franchisee	Outlets at End of the Year
-	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table 5
Master Franchise Businesses Projected Openings as of December 31, 2023

State	Master Franchise Agreements Signed but Master Franchise Businesses not Opened	Projected New Franchised Master Franchise Businesses in the Next Fiscal Year	Projected New Company-owned Master Franchise Businesses in the Next Fiscal Year
CA	0	1	0
Total	0	1	0

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the De Jeng System.

Please find contact information of the former and current master franchisees in Exhibit E.

During the last 3 fiscal years, no current or former master franchisees have signed confidentiality clauses that restrict their ability from discussing with you their experience as a master franchisee in the De Jeng System.

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

ITEM 21: FINANCIAL STATEMENT

Attached as Exhibit A is the audited financial statements from February 1, 2024 to September 30, 2024. Our fiscal year end date is December 31.

ITEM 22: CONTRACT

The Following Agreements are exhibits to this Disclosure Documents:

Exhibit B	Master Franchise Agreement
Exhibit C	Directory of Administrative Agencies
Exhibit D	State Specific Addenda
Exhibit E	Contact Information of Former and Current Master Franchisees

ITEM 23: RECEIPT

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

Exhibit A

Financial Statement



Edward C. Lee, CPA
A Professional Corp

YUNG DE JENG INC

**Financial Statements and
Independent Auditor's Report**

September 30, 2024

YUNG DE JENG INC

NOTE TO FINANCIAL STATEMENTS

Table of Contents

	<u>Page</u>
Independent Auditor's Report	1-2
Financial Statements	
Balance Sheet	3-4
Statement of Income	5
Statement of Shareholders' Equity	6
Statement of Cash Flows	7
Notes to Financial Statements	8-11

Edward C. Lee, CPA
A Professional Corp.

9537 Telstar Ave., Suite#131, El Monte, CA 91731 • Tel: (626) 453-8781 • Fax: (626) 453-8785

Report of the Independent Auditors

To the Board of Directors of Yung De Jeng Inc

Opinion

We have audited the accompanying financial statements of Yung De Jeng Inc which comprise the balance sheet as of September 30, 2024, and the related statements of income, changes in shareholders' equity, and cash flows for the period from February 01, 2024 (inception) to September 30, 2024, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial statements of Yung De Jeng Inc as of September 30, 2024, the results of its operations and its cash flows for the period 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. 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 Yung De Jeng Inc 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.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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 Yung De Jeng Inc's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Edward C. Lee, CPA ***A Professional Corp.***

9537 Telstar Ave., Suite#131, El Monte, CA 91731 • Tel: (626) 453-8781 • Fax: (626) 453-8785

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 generally accepted auditing standards 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, including omissions, 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 generally accepted auditing standards, 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 Yung De Jeng Inc'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 Yung De Jeng Inc'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.



Edward C. Lee, CPA
El Monte, California
November 15, 2024

YUNG DE JENG INC.

Balance Sheet September 30, 2024

ASSETS	9/30/2024	Notes
Current Assets:		
Cash & Cash Equivalents	\$ 549,965	1
Total Current Assets	549,965	
Property and Equipment-Net	0	
Other Assets		
	0	
Total Other Assets	0	
TOTAL ASSETS	\$ 549,965	

See Accompanying Independent Auditor's Report and Notes to Financial Statements

YUNG DE JENG INC.

Balance Sheet
September 30, 2024

LIABILITIES AND EQUITY	9/30/2024	Notes
LIABILITIES		
Current Liabilities:		
	\$ 0	
Total Current Liabilities	0	
Non-Current liabilities:		
Total Non Current Liabilities	0	
Total Liabilities	0	
SHAREHOLDERS' EQUITY		
Common stock \$10,000 par value, 1,500 shares authorized and 55 issued and outstanding	550,000	
Retained deficit	(35)	
Total Shareholders' Equity	549,965	
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	\$ 549,965	

See Accompanying Independent Auditor's Report and Notes to Financial Statements

YUNG DE JENG INC

Statement of Income September 30, 2024

	9/30/2024	Notes
OPERATIONS		
Revenue	\$ 0	
Gross Profit	0	
Operating Expenses		
Bank Charges	35	
Operating Loss	(35)	
Loss Before Taxes	(35)	
Provision for Taxes	0	3
Net Loss	(35)	
Other Comprehensive Income	-	
TOTAL COMPREHENSIVE LOSS	\$ (35)	

See Accompanying Independent Auditor's Report and Notes to Financial Statements

YUNG DE JENG INC

Statement of Shareholders' Equity September 30, 2024

	Common Stock		Retained	Total
	Shares	Amount	Deficit	Equity
Balance at February 01, 2024		\$ -	\$ -	\$ -
Add: Capital Contribution	55	550,000	0	550,000
Less: Shareholders' Distribution			0	0
Total Comprehensive Loss-Current Period	-		(35)	(35)
Balance at September 30, 2024	55	\$ 550,000	\$ (35)	\$ 549,965

See Accompanying Independent Auditor's Report and Notes to Financial Statements

YUNG DE JENG INC

Statement of Cash Flows September 30, 2024

	9/30/2024
CASH FLOWS FROM OPERATING ACTIVITIES	
Net Loss	\$ (35)
Adjustments to reconcile net income to net cash provided	
Change in operating assets and liabilities:	0
Net Cash Used by Operating Activities	(35)
CASH FLOWS FROM INVESTING ACTIVITIES	
Net Cash Used by Investing Activities	0
CASH FLOWS FROM FINANCING ACTIVITIES	
Capital contribution	550,000
Net Cash Provided by Financing Activities	550,000
Net Increase in Cash	549,965
Cash at Beginning of Period-02/01/2024	0
Cash at End of Period-09/30/2024	\$ 549,965
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION	
Cash Paid for Income Tax During The Year	\$ -
Cash Paid for Interest During The Year	\$ -

See Accompanying Independent Auditor's Report and Notes to Financial Statements

YUNG DE JENG INC

NOTE TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Yung De Jeng Inc (the "Company") was formed in the State of Delaware on February 01, 2024. The Company was granted the exclusive right to develop and franchise tea shop featuring the trademarks 正正® "Oolong Tea Project®" and "得正™" within the United States.

The Company is a franchisor of oriental brew tea, milk tea and other cold and hot drinks. The Company's core business activities are the franchising and licensing of intellectual property and the administration, financing, management and operation of such intellectual property in the business of tea house stores under the trademarks and associated insignia of DE JENG System.

Method of Accounting

The Company maintains its books and records, and corresponding financial statements, on the accrual method of accounting in compliance with generally accepted accounting principles recognized in the United States of America.

Property and Equipment

Property and equipment will be stated at cost. Depreciation will be computed using the straight line method of depreciation over the estimated useful life of the assets, which are 5-7 years.

For federal income tax purposes, depreciation will be computed using the appropriate accelerated methods allowed for tax purposes.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment will be capitalized. Expenditures for maintenance and repairs will be charged to expense as incurred.

Revenue Recognition

Income will principally be comprised of revenues earned by the Company as part of the franchise sales to customers. Additional revenues earned by the Company are expected from the sales of marketing materials and other services to the franchisees and royalties.

The Company recognizes its franchise revenues in accordance with Statement of Financial Accounting Standards ASC 606, which allows that franchise fees from area franchise sales be recognized, net of an allowance for uncollectible amounts, if the initial "franchise fee" is distinct from the franchise license. Franchise fees related to licenses are deferred over the life of the agreement. Other components of the fee are deferred and recognized as other obligations of the agreement or conditions relating to the sale have been substantially performed or satisfied by the franchisor.

YUNG DE JENG INC

NOTE TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition-continued

Generally, these services include training, support in approving franchisee's site selection and delivery of franchisee's initial inventory for use in the operations of the franchise. Franchise fees are recognized as revenue when all material services and conditions have been substantially completed or satisfied and no other material conditions or obligations related to the determination of substantial performance exist. These services, as defined above, are substantially complete prior to opening of a store. Revenue is recognized when the store opens. Material fees are based on latest price list in suppliers contract between the Company and franchisee.

Accounts Receivable

Trade accounts receivable will consist of amounts due for franchise sales, will be carried at their estimated collectible amounts and trade credit will be generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are to be periodically evaluated for collectability based on past credit history with customers and their current financial condition.

The Company will use the reserve method of accounting for bad debts for financial reporting purposes and the direct write-off method for income tax purposes. Trade accounts receivable are charged against the allowance account when such receivables are deemed to be uncollectible.

Income Taxes

The Company files its income tax returns in the U.S. federal jurisdiction and Delaware state jurisdiction. The Company shall file its initial year tax returns on or before 4/15/2025, unless the extension granted. Income tax expense consists of current and deferred taxes. Current and deferred tax expenses are recognized in profit or loss except to the extent that they relate to items recognized directly in equity or other comprehensive income.

Uncertain Tax Position

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits or liabilities that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and that the Company will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Company's tax returns remain open for three years for federal income tax examination.

YUNG DE JENG INC

NOTE TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Pervasiveness 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 disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents comprise cash balances, money market funds and call deposits with original maturities of three months or less. The Company maintains its cash accounts at a commercial bank. The Federal Deposit Insurance Corporation ("FDIC") covers up to \$250,000 for substantially all depository accounts, per bank. At September 30, 2024, the Company had cash balances in excess of federally insured limits of approximately \$300,000. However, the Company has not experienced any losses in such accounts, and believes that it is not exposed to any significant credit risk on its cash equivalents.

2. FRANCHISE AGREEMENTS

The Company will enter into franchise agreements with its franchisees. Company's franchise agreements require the Company to provide various items to franchisees including, but not limited to, marketing and operational support.

3. INCOME TAX EXPENSE

The provision for (benefit from) income taxes for the year ended September 30, 2024 consisted of the following:

		9/30/2024
Current		
Federal	\$	0
State		0
Total current income taxes	\$	0

YUNG DE JENG INC.

NOTE TO FINANCIAL STATEMENTS

4. SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 15, 2024, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements.

Exhibit B



Exclusive Master Franchise Agreement

獨家代理加盟連鎖契約

Exclusive Master Franchise Agreement

獨家代理加盟連鎖契約

This Exclusive Master Franchise Agreement (this “Agreement”) is made and entered into this date of _____, 20__ (the “Effective Date”) by and between Yung De Jeng Inc., a limited liability company 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, “DE JENG” or the “Franchisor”) and _____, a company organized and existing under the laws of _____ with a principal place of business at _____ (you, your, or the “Master Franchisee”).

本獨家代理加盟連鎖契約（本「契約」）係由一美國_____州法律設立之責任有限公司_____，其主要營業據點為_____（我們、我們的、「得正」或「授權人」），及依_____法律設立之_____，其主要營業據點為_____（您、您的、或「被授權人」）於_____，20__（「生效日」）所簽訂。

Recital

引言

Whereas, We are the licensee of the trademarks “”, “Oolong Tea Project®” and “得正™”, or other marks and logos (the “Trademarks”), and are authorized to sub-license the Trademarks to third parties;

鑒於，我們為商標「」、「Oolong Tea Project®」及「得正™」，或其他標記及標誌（「商標」）被授權之人，且經授權得再授權商標給第三人；

Whereas, 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 “DE JENG” Tea Shop 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 us or our affiliates from time to time (the “DE JENG System”);

鑒於，我們擁有發展及營運「得正」茶飲店獨特系統之進階技術、管理系統、創新產品發展及獨創系統，以及獨創之茶飲店經營模式、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，以上系統及設備將由我們或我們的關係企業隨時為變更、改善及發展（即「得正系統」）；

Whereas, We are in the business of granting certain limited rights for third parties to develop, manage and maintain the DE JENG System; and look for entities capable of developing, launching, and operating tea shops bearing the Trademarks using and under the DE JENG System; offering unique tea-based drinks, compatible food products, accessories and gifts bearing the Trademarks, trade names, service logos, graphic configurations, emblems, apparels and designs of the DE JENG System (the “Tea Shop”);

鑒於，我們以授權特定有限之權利予第三人發展、管理及維護得正系統為業；並尋求得以使用商標及於得正系統下發展、設立及營運之實體；提供獨特之茶飲，搭配之食品、使用得正系統商標、商業名稱、服務標章、繪圖設計、標誌、服飾之紀念品（「茶飲店」）；

Whereas, You represent that you have the capacity to acquire the exclusive license to franchise Tea Shops within a certain Protected Territory (as defined below), and wish acquire the exclusive license to franchise Tea Shops within the Protected Territory under the terms and conditions as stated herein;

鑒於，您表示您有能力獲得於某個保護區域(定義如下)內，開放茶飲店加盟之獨家許可，並希望依本契約所述之條款和條件，獲得於保護區域內，開放茶飲店加盟之獨家許可；

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:

現，據此，考量到於此所述之相互承諾及保證，雙方在此確認收受並充分確認，同意如下：

Article 1. Grant of Development Rights

第一條 開發權授予

1. As franchisor, we have the right to establish “Standards” for various aspects of the DE JENG System that include the location, physical characteristics and quality of operating systems of Tea Shops and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of master franchisees and their personnel; the timely marketing of products and our brand, including execution of marketing windows; and all other things affecting the experience of consumers who patronize the DE JENG System. We make those Standards available to you in our operation manuals, trainings, on-site assistance, and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout the DE JENG System, and we may from time to time vary Standards as we deem necessary or desirable for the DE JENG System.

身為授權人，我們有權制訂得正系統各方面之「標準」，包括地點、硬體特色、茶飲店營運系統之品質及其他概念；銷售之產品；供應商資格；代理商及其人員之資格、組織管理及訓練；適時行銷產品及我們的品牌，包括行銷展示之執行；以及所有其他會影響光顧得正系統顧客消費經驗之事項。我們會透過營運手冊、訓練、現場協助或其他溝通方式將這些標準提供給您，而我們得不定時更新。得正系統可能有時無法完全一致，我們於必要時或我們認為需要時將不定時變更這些標準。

2. As Master Franchisee, you have the right and responsibility to monitor and supervise the sub-franchisees and their Tea Shops within the Protected Territory to meet those Standards, and the heart of the DE JENG System and this franchise relationship is your commitment to that responsibility. Any required Standards exist to protect our interests in the DE JENG System and the Trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. Furthermore, you acknowledge that your commitment is important to us, to you, and to other master franchisees in order to promote

the goodwill associated with our DE JENG System and Trademarks, and that this Agreement should be interpreted to give full effect to this paragraph.

身為被授權人，您有權利及義務監視及監督於保護區域內之次加盟商及其茶飲店以符合這些標準。得正系統的成敗及本授權關全繫於您對責任的承諾。任何被要求的標準存在都係為了保障得正系統及商標的利益，而非為了建立任何控制權或責任來控制保留給您的那些事項。另外，您也瞭解您的承諾對於我們、對您及其他的代理商都非常重要，因您的承諾將提升得正系統的商譽及商標。本契約應被解釋為充分執行本段內容。

3. In reliance on your representations and warranties, we hereby grant to you and you hereby accept, pursuant to the terms and conditions of this Agreement, the exclusive license and right and obligation to use the Trademarks in connection with the development and sub-franchising of Tea Shops within the DE JENG System in the Territory, using our intellectual property and the Trademarks, only in accordance with our Standards and the other terms and obligations of this Agreement.

基於您的聲明及保證，我們特此授予您，且您特此接受根據本契約之條款及條件，於區域內之得正系統內，使用與茶飲店開發及下放加盟相關商標之獨家許可以及權利與義務，且僅得依照我們的標準及本契約其他條款與義務使用我們的智慧財產權及商標。

Article 2. Protected Territory

第二條 保護區域

1. The Protected Territory for the Tea Shops is the geographic area of the state of California (the “Protected Territory”). During the term of this Agreement, once you become aware of an available site suggested by a sub-franchisee for Tea Shop, you and the sub-franchisee must submit the site for our consideration immediately and provide us with all required information about the site. You and the sub-franchisee must also provide a copy of the lease or purchase agreement for our review and record. We will provide you with written notice of whether or not we approve the site within fifteen (15) business days of receiving all documentation and information related to the site. The sub-franchisee may not begin any construction on a site until we have approved such site in writing. In any event, you shall, within ninety (90) calendar days from the execution of this Agreement, identify and propose the first site and the first sub-franchisee for our review and approval, otherwise we reserve the right to terminate this Agreement immediately without further notice.

茶飲店之保護區域是加州的地理區域(「保護區域」)。於本契約期限內，一旦您得知次加盟商建議之茶飲店可用場地，您及次加盟商必須立即將該場地提交給我們評估，並向我們提供所有關於該場地之必要資訊。您及次加盟商還必須提供租賃或購買契約之副本，以供我們審查和紀錄。我們將於收到與該場地相關之所有文件和資訊後十五(15)個工作日內向您提供是否核准該場地之書面通知。於我們書面核准該場地之前，次加盟商不得開始於場地上進行任何工程施作。無論如何，您應於本契約簽署後九十(90)個日曆日內，確認並提出第一個場地和第一次加盟商供我們檢視和核准，否則我們保留立即終止本契約權利，恕不另行通知。

2. The sub-franchisee will arrange for the construction or remodeling of the Tea Shop. We agree to provide reasonable assistance to you or the sub-franchisee as requested by you during the construction or remodeling of the Tea Shop at your or the sub-franchisee's reasonable cost. Unless requested by local law or real estate owner to change the design, the Tea Shop must be constructed and equipped, at the sub-franchisee's sole cost, to our then-current Standards and specifications and in accordance with the requirements and rules set forth by us in its design drawings and three-dimensional models. At our written request, you or the sub-franchisee must promptly correct any unapproved deviations from our Standards in the development of the Tea Shop. If you or the sub-franchisee fail to construct in accordance with the aforementioned requirements and rules, we reserve the right to demand you to modify or reconstruct the Tea Shop at your own cost.

次加盟商負責茶飲店的工程施作或改建。按照您要求，於茶飲店工程施作或改建期間，以您或次加盟商合理之成本，我們同意提供合理之協助。除非當地法律或房地產業主要求更改設計，茶飲店必須按照我們當時之標準和規格以及我們在設計圖紙和三D模型中規定之要求和規則建造和裝潢，費用由次家盟商自行承擔。根據我們的書面要求，您或次加盟商必須立即更正茶飲店開發過程中任何不符我們標準的未經核准偏差。若您或次加盟商未能依照上述要求和規則進行工程施作，我們保留要求您自費改造或重建茶飲店之權利。

3. You will not approve any sub-franchisee's relocate any of the Tea Shop within the Protected Territory without our express prior written consent.

未經我們事先明確書面同意，您不得核准任何次加盟商於保護區域內任何茶飲店之搬遷。

4. Protected Territory. So long as you are in full compliance with this Agreement, we will not grant a franchise or establish a company-owned location to be located within your Protected Territory. We will not grant a franchise or establish a company-owned location the Protected Territory.

保護區域。只要您完全遵守本契約，我們不會授予加盟連鎖或於您的保護區域內建立公司直營據點。我們不會在保護區域授予加盟連鎖或建立公司直營據點。

5. You will ensure that sub-franchisee will be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Tea Shop's site. Prior to the beginning of construction of the Tea Shop, sub-franchisee will obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Tea Shop. We will render reasonable assistance as requested by you, at your reasonable cost.

您將確保次加盟商負責將取得茶飲店場地所在地州或地方法律、條例或法規可能要求的分區分類及許可。於開始建造茶飲店之前，次加盟商將獲得合法建造或改建和經營茶飲店所需之所有許可證、執照和證明。我們將按照您的要求提供合理的協助，費用由您承擔。

6. You acknowledge and agree that you will not open any Tea Shop for business within the Protected Territory without our written authorization, and such written authorization to open is conditioned upon your strict compliance with this Agreement.

您知悉並同意您未得到我們書面授權前，不得於保護區域內開設任何茶飲店營利，而我們對於開設的書面授權前提是您必須嚴格遵守本契約。

Article 3. The Franchise Fee, the Refundable Security Deposit, Store Fee, Shortage Fee and the Minimum Tea Shops Quota

第三條 加盟金、可返還保證金、店舖費用、短缺費用及最低茶飲店配額

1. The Franchise Fee of the DE JENG system for sub-franchising Tea Shops in the Protected Territory is US\$200,000. 100% of the Franchise Fee is payable within seven (7) calendar days following the execution date of this Agreement. The Franchise Fees are not refundable and must be paid in full, without reduction or offset. The Franchise Fee is not refundable and must be paid in full, without reduction or offset.

得正系統對於保護區域內之下放加盟茶飲店之加盟金為US\$200,000。100%的加盟金應於本契約簽署日後七(7)個日曆日內支付。加盟金不可返還，且必須完整支付，不得有任何扣除或抵銷。

2. Master Franchisee is also responsible a refundable security deposit of US\$20,000 (the “Security Deposit”), payable within seven (7) calendar days following the execution date of this Agreement. Security Deposit will be returned to Master Franchisee, without interest, within seven (7) calendar days following the expiration or termination of the Franchise Agreement if Master Franchisee has not materially breached this Agreement.

被授權人同時應支付可返還保證金US\$20,000（「保證金」），付款時間為本契約簽署日後的七(7)個日曆日內。如被授權人無重大違反本契約之情形，保證金將於本契約屆滿或終止後七(7)個日曆日內，無息返還給被授權人。

3. Master Franchisee shall pay a royalty of 1.5% of sub-franchisee’s gross monthly sales of the Tea Shop, with a minimum royalty fees of US\$800 per 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 the Tea Shop per month but excluding: (a) value-added, sales or service taxes collected from customers and paid to the appropriate governmental taxing authority; and (b) all customer refunds and adjustments and promotional discounts, including senior citizens discount. The royalty fee for the previous month is payable before the 10th of the next month, along with the previous month’s financial statements and related records.

被授權人應支付次加盟商茶飲店每月營業額之1.5%作為權利金，每月最低權利金為US\$800。每月營業額係指茶飲店銷售我們的產品、食品、飲料及其他商品以及經我們認可之產品及服務之總金額扣除(a)由顧客處扣除並繳交給適當的政府稅務機關之增值稅、銷售稅、服務稅；及(b)所有顧客退款及帳務調整或促銷折扣金額，包括老年公民折扣。前一個月權利金應於次月10日前支付，並同時提供前一個月之財務報表及相關資料。

4. You shall pay the Store Fee of 10% of the franchise fee that you charge per each Tea Shop from your sub-franchise in the Protected Territory. The Store Fee will be paid within thirty (30) calendar day after you receive the payment of franchise fee from sub-franchisee. The paid Store Fee is not refundable under any circumstances.

您應支付店鋪費用，該店鋪費用是以您於保護區域內向次加盟商收取之每間家茶飲店加盟金10%。店鋪費用將於您收到次加盟商支付之加盟金後三十(30)個日曆日內支付。已支付之店鋪費用，於任何情況下均不予退還。

5. All payments made under this Agreement will be subject to reduction to reflect taxes or other charges required to be withheld by law. In the event that Master Franchisee is required to withhold taxes on behalf of Franchisor, Master Franchisee will inform Franchisor and provide documents relating to the withholding tax.

本契約項下之所有付款都應扣除依法應代扣繳之賦稅。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文件。

6. If you are late in paying all or part of a fee due to us, then you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of 5% per month, or the highest rate allowed by law. You must also pay all collection charges, including reasonable attorneys' fees, incurred by us to collect fees that are due.

如您遲延支付全部或部分應給付給我們的費用，則您還必須向我們支付我們當時的延遲費用和未支付金額的利息，從到期日開始計算，直至支付為止，利率為每月5%或法律允許之最高利率。您還必須支付我們為收取到期費用而產生的所有收款費用，包括合理的律師費。

7. In order to keep your exclusivity for the Protected Territory, you agree to open a minimum Tea Shop quota in the schedule as set forth below:

為了保持您於保護區域之獨家性，您同意於以下之時間表中開設最低茶飲店配額：

- a. _____ Tea Shop in the first year of Effective Date;
- b. _____ Tea Shop in the second year of Effective Date;
- c. _____ Tea Shop in the third year of Effective Date;
- d. _____ Tea Shop in the fourth year of Effective Date; and
- e. _____ Tea Shop in the fifth year of Effective Date.
- a. _____ 間茶飲店於生效日起算之第一年;
- b. _____ 間茶飲店於生效日起算之第二年;
- c. _____ 間茶飲店於生效日起算之第三年;
- d. _____ 間茶飲店於生效日起算之第四年; 及
- e. _____ 間茶飲店於生效日起算之第五年.

8. In the event that you have failed to sub-franchise the stipulated minimum number of Tea Shops in the applicable year, then by December 31 of the applicable year, you shall pay us the

Shortage Fee. The Shortage Fee is 10% of Franchise Fee × (the difference between the minimum Tea Shops of the applicable year - the number of Tea Shop opened in the applicable year).

如果您於適用年度內下放加盟之茶飲店數量未達到規定之最低數量，則於適用年度的12月31日之前，您應向我們支付短缺費用。短缺費用為加盟金之10%×（當年最少應開幕之茶飲店數-當年已開幕茶飲店數量之差）。

9. The Shortage Fees are non-refundable, but may be applied as credit if you cure the shortage within a six (6) months period from December 31 of the applicable year.

短缺費用不可退還，但如果您於適用年度之12月31日起的六(6)個月內解決短缺問題，則可以將其作為折讓。

10. We reserve the right to audit your ability to fulfill the minimum quota of Tea Shops obligation at any time. If you do not meet the minimum Tea Shops quota, we may cancel your exclusive right to market and sub-franchise the Tea Shop in the Protected Territory, we may sell additional franchises within your Protected Territory, we may begin operations of our own Tea Shop in the Protected Territory, or we may terminate this Agreement.

我們保留權利，以隨時審核您履行最低茶飲店配額義務之能力如果您未達到最低茶飲店配額，我們可能會取消您於保護區域內行銷和下放加盟茶飲店之獨家權，我們可能會於您的保護區域內出售額外的加盟連鎖、我們可能會開始於保護區域內，經營我們自己的茶飲店，或我們可能會終止本契約。

Article 4. Advertising

第四條 廣告

1. You will conduct commercial marketing activities at your own cost in accordance with the common commercial practices. We will support your grand opening support by providing you with marketing designs but not physical marketing materials.

您將依照商業慣例，自費執行商業行銷活動。我們將透過為您提供行銷設計而非實體行銷材料的方式來支援您的盛大開幕。

2. If you wish to use any advertising or promotional material that you have prepared or caused to be prepared, then you must submit the material and the proposed use for our prior written approval before fifteen (15) calendars days of any use, and discontinue such use when we require. Our prior written approval may take the form of guidelines. For on-going promotions, we may provide assistance and support on a case-by-case basis.

如您希望使用您已經準備或安排準備的任何廣告或廣告宣傳材料，則您必須在任何使用之前七(7)個日曆日，提交材料和預計用途以獲得我們的事前書面核准，並在我們要求時停止此類使用。我們事前的書面核准可能採取指南的形式。對於正在進行的促銷活動，我們可能會根據具體情況提供幫助和支持。

3. 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 master 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 DE JENG System. However, when we do establish the marketing fund, those master franchisees will have to contribute to the marketing fund a specified percentage of the gross monthly sales (as define below) of each 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 a percentage of gross monthly sales agreed upon by the 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 DE JENG System. We do not currently have a master franchisee advertising council that advises us on advertising policies, though we reserve the right to establish such a council in the future.

我們目前並沒有行銷基金，但我們保留於將來設立及管理地區性或全國性此類行銷基金之權利，基金來源為我們的代理商。我們不準備於今年實施行銷基金，或直至我們認為已有足夠的茶飲店開店及營運，以便地區性或全國性廣告能為得正系統帶來助益。當我們設立行銷基金後，這些代理商必須向行銷基金貢獻每一間茶飲店每月營業額(如以下定義)的特定比例，並依照支付權利金相同方式支付。行銷基金設立後，應支付金額為特定百分比之茶飲店每月營業額，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得正系統之加盟授權。我們目前並未有代理商廣告委員會以供諮詢我們的廣告政策，但我們保留於將來設立此委員會之權利。

4. We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to the marketing fund, or to ensure that you benefit directly or on a pro rata basis from the marketing fund's activities. Upon your request, we will provide you 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.

我們沒有義務就您支付予基金金額等額或按比例計算給您以確保您確實從行銷基金直接或依比例受有權益。應您要求，我們會提供經審計之行銷基金收入及支出報表。報表係由公正會計師於每一會計年度查核結果。

Article 5. On-Site Support and Related Training Expenditures

第五條 現場支援及相關訓練花費

1. In order to ensure that the integrity of the Trademarks and our goodwill are preserved, you shall provide a comprehensive initial training program for each sub-franchisee in the Protected Territory according to our specifications, including classroom and on-site training and assistance. Each sub-franchisee must complete the initial training program satisfactorily, according to the standard that we specify.

為了確保商標之完整性及使我們的商譽得到維護，您應根據我們的規範為保護區域內之每個次加盟商提供全面的初期訓練計劃，包括課堂和現場訓練及協助。每個次加盟商必須按照我們指定之標準，圓滿完成初期訓練計畫。

2. You shall thereafter provide sessions of on-location assistance in operations and business management if necessary.

之後，如有必要，您應提供現場營運和業務管理之協助。

3. You will further support and assist each sub-franchisee by:

- a. Making available to each sub-franchisee in the Protected Territory all applicable documentation, operation manuals, training assistance, and any pertinent information concerning the DE JENG System.
- b. Providing assistance and guidance to each sub-franchisee in the Protected Territory.
- c. Having personnel available for each sub-franchisee in the Protected Territory on an ongoing basis during normal business hours to provide technical assistance, consultation, and advice on marketing and operations procedures and by providing training and support for to each sub-franchisee in the Protected Territory at reasonable rates as established by us.

您將透過以下方式進一步支持和協助每個次加盟商：

- a. 向保護區內的每個次加盟商提供所有適用之文件、操作手冊、訓練協助以及有關得正系統之任何相關資訊。
- b. 為保護地區內之每個次加盟商提供協助與指導。
- c. 對於保護地區之每個次加盟商，於正常營運時間內有人員能提供有關行銷和運營程序之技術協助、諮詢及建議，並為保護地區之每個次加盟商，以我們制定之合理費率，提供訓練和支持。

4. You shall be solely responsible for ensuring that all Tea Shops operation in the Protected Territory shall (a) purchase all proprietary products we require and maintain an inventory of the products as we specify under the DE JENG System; and (b) be in compliance with the specification as set forth in the operation manuals.

您應全權負責確保於保護區域內經營之所有茶飲店應(a)購買我們要求之所有專屬產品並維持我們在得正系統中指定之產品庫存；(b)符合營運手冊所規定之規範。

5. You shall indemnify, defend and hold us, our parent and our affiliates, and our respective officers, directors, shareholders, employees, agents and attorneys, and their respective heirs, successors and assigns, and each of them, harmless from and against any and all claims arising from any action or omissions to act by you or sub-franchisees in the Protected Territory.

您應向我們、我們的母公司、我們的關係企業、我們各自之主管、董事、股東、員工、代理人及律師，以及他們各自的繼承人、後繼者及受讓人以及他們每個人，就因您或次加盟商於保護區域內之任何作為或不作為而引起之任何及所有索賠，進行賠償、辯護並使其免受損害。

6. In the event that we, at our sole discretion, we have determined that you and your staff need additional training, or that you request additional consultation service, you and us will discuss and schedule in advance, and you agree to make the following payments within seven (7) calendar days upon receiving our written reimbursement request:

如果我們自行決定您和您的員工需要額外培訓，或您要求額外的諮詢服務，您將提前與我們討論與安排，且您同意於收到我們的書面報銷請求後七(7)個日曆日內支付以下款項：

- a. The salary for business operation consultant(s) is US\$300 per person per day;
 - b. The round trip airfare for the business operation consultant(s); and
 - c. The local transportation, meals during working hours, three stars or above hotel accommodation, and other reasonable costs incur on behalf of you.
- a. 事業營運顧問之薪資，每人每天US\$300；
 - b. 事業營運顧問之來回機票；及
 - c. 當地交通、工作期間之餐點、三星級以上飯店住宿及其他合理代您承擔之費用。
7. Master Franchisee shall, from time to time, and when specifically requested, furnish to its sub-franchisees supervisory, training, advisory and counseling services pertaining to the operation of the Tea Shop as may be necessary to maintain and improve such operation and the goodwill and public acceptance thereof. The cost of such services so provided are in addition to the initial training of its franchisee and in addition to the on-site assistance provided. The Master Franchisee may request such training assistance from us at the Master Franchisee's sole costs and expenses. If the Master Franchisee fails to successfully ensure that all sub-franchisees' Tea Shops maintain the operation and quality level to our Standards, we reserve the right to terminate this Agreement without providing any refund to the payment received.

被授權人應不時並且於被特別要求時，向其次加盟商提供與茶飲店運營相關之監督、培訓、建議和諮詢服務，以維持和改進茶飲店的運營和信譽及其公眾接受度。如此提供之此等服務之費用不包括在其次加盟商之期初訓練與所提供之現場協助費用。被授權人可以向我們要求此等訓練援助，費用和開支由被授權人自行承擔。如果被授權人未能成功確保所有次加盟商之茶飲店保持我們標準之營運和品質水平，我們保留終止本契約之權利，並且不退還已收取之款項。

Article 6. Master Franchisee's Obligations

第六條 被授權人之義務

1. Within sixty (60) calendar days of the signing of this Agreement and annually thereafter, Master Franchisee shall prepare, in English or in Traditional Chinese, and submit for our review and approval, an annual business plan and an annual marketing plan for the Master Franchise business. We reserve the right to review and approve the business plan, which must provide a forecast on the financial performance and an outline of operational and marketing budgets as well as activities for the subsequent year. Master Franchisee shall implement such steps as are necessary to achieve the goals of the business plan and shall implement all phases of the marketing plan in a timely manner. Should it become necessary to deviate from either the business or marketing plans during the year, Master Franchisee shall promptly submit a revised plan for our review and approval.

於本契約簽署後六十(60)個日曆日內以及之後每年，被授權人應以英文或繁體中文準備代理加盟連鎖業務之年度業務計劃和年度行銷計劃，並提交供我們審閱和核准。我們保留審閱和核准業務計劃之權利，該計劃必須提供財務業績之預測以及營運和行銷預算以及下一年度活動之概要。被授權人應實施實現業務計畫目標所需之步驟，並及時實施行銷計畫之所有階段。如果年度內有必要偏離業務或行銷計劃，被授權人應及時提交修改後之計劃供我們審閱及核准。

2. TO SELLING FRANCHISES, MASTER FRANCHISEE MUST COMPLY WITH BOTH THE FEDERAL FRANCHISE LAWS CONCERNING AN APPROPRIATE FRANCHISE DISCLOSURE DOCUMENT, AS WELL AS THE APPLICABLE STATE LAWS, CONCERNING REGISTRATION TO SELL FRANCHISES. MASTER FRANCHISEE UNDERSTANDS AND AGREES IT MAY NOT AND WILL NOT ATTEMPT TO SELL ANY UNREGISTERED DE JENG FRANCHISE OR OTHERWISE VIOLATE APPLICABLE DISCLOSURE, REGISTRATION AND FRANCHISE FILING LAWS.

為出售加盟連鎖，被授權人必須遵守聯邦加盟連鎖法有關之適當加盟連鎖揭露文件以及有關註冊以便出售加盟連鎖之州法規定。被授權人瞭解並同意其不得也不會試圖出售任何未註冊之得正加盟連鎖權或以其他方式違反適用之揭露、註冊和加盟連鎖備案之法律。

3. When opening a Tea Shop within the Protected Territory, Master Franchisee agrees to use its own Franchise Disclosure Document and franchise agreement form which conforms to applicable state and federal franchise laws. Furthermore, Master Franchisee agrees that its franchise agreement terms and conditions must be commercially reasonable, and we reserve the right to review and approve the Franchise Disclosure Document and the franchise agreement form used by the Master Franchisee. We do not provide templates, or legal services for this process.

於保護區域內開設茶飲店時，被授權人同意使用自己符合適用之州及聯邦加盟連鎖法的加盟連鎖揭露文件和加盟連鎖契約形式。此外，被授權人同意其加盟連鎖條款和條件必須於商業上合理，並且我們保留審查和核准被授權人使用之加盟連鎖揭露文件和加盟連鎖契約形式之權利。我們不會為此流程提供樣板或法律服務。

4. Operating in Accordance with Our Standards. You agree to ensure that each sub-franchisee operate the Tea Shop in accordance with all of our Standards, some of which are set forth in this Article. Among other things, you agree to:

依照我們的標準營運：您同意確保每一位次加盟商完全依照我們的標準經營茶飲店，其中有些標準訂於本條款中，除其它事項外，您同意：

- a. Keep the Tea Shop open and in continuous operation for hours we prescribe or agreed upon, and operate the Tea Shop only under the DE JENG System, unless we give written approval to do otherwise;

除我們給予書面核准外，於我們要求或同意的營業時間營業，保持茶飲店的開業及連續營業，並且僅在得正系統下經營茶飲店；

- b. Install and use types of equipment, hardware, and utensils we prescribed in writing;

安裝及使用我們書面要求的設備、工具用品及餐具等；

- c. Install and use only equipment, hardware, utensils, furnishings, fixtures, and signage that we approve, replace them as we may require, and source them from approved suppliers;

只安裝及使用我們所認可的設備、工具用品、餐具、裝備、固定配件及標示，依我們的要求做更換，並只向被核准的供應商購買；

- d. Use only supplies, materials, and other items that we approve, and source them from approved suppliers, of which we may be one;

只使用我們核准的用品及材料及其他物品，且只向我們核准的供應商購買，包括我們在內；

- e. Sell all required products, sell only approved products, and source them from suppliers that we approve, of which we may be one, and maintain a sufficient supply of all approved products to meet customer demands at all times, unless you receive our written approval to do otherwise;

販售所有必須的產品，僅販售經核准的產品，並只向我們核准的供應商購買，包括我們自己在內，除我們有書面核准可以外，對於這些經核准的產品必須維持充足供應；

- f. Maintain a safety inventory as we suggest in according to the sizes and location of the Tea Shop to ensure customer satisfaction and in consideration of potential shipping delays. Specifically, you must mandate that a minimum initial inventory purchase in the amount of US\$7,000, ordered within three (3) months prior to the grand opening of each sub-franchisee's Tea Shop;

依我們就茶飲店大小及地點的建議，維持安全庫存以確保能滿足顧客及以預防運送遲延。具體而言，您必須要求每個次加盟商之茶飲店於開業前三(3)個月內訂購之最低初期庫存金額為US\$7,000。

- g. Use best efforts to hire employees of good character. Maintain a sufficient number of properly trained managers and employees to render quick, competent and courteous service to Tea Shop customers in accordance with our Standards;

盡最大努力聘僱好員工，依照我們的標準維持足夠數量訓練良好的管理人員及員工以便可以提供茶飲店顧客迅速、有效及有禮的服務；

- h. Comply with all of our requirements relating to health, safety and sanitation; and
遵循我們所要求的健康、安全及衛生標準；及

- i. Timely execute marketing campaigns.

適時的進行行銷活動。

- 5. Compliance with Applicable Laws. You agree to ensure that your sub-franchisee will comply with all civil and criminal laws, ordinances, rules, regulations and orders of public authorities pertaining to the occupancy, operation and maintenance of the Tea Shop.

法令遵循：您同意確保您的次加盟商將遵循所有關於進駐、經營及維護茶飲店之所有民事及刑事法律、慣例、規則、條例和有關政府當局之命令。

6. Point Of Sales System. You agree to ensure that sub-franchisee will purchase the POS equipment is compatible with the POS system that we approve.

銷售點系統。您同意確保次加盟商將購買與我們核准的銷售點系統相容之銷售點設備。

7. Right of Inspection. You agree to ensure that your sub-franchisee will allow our employees and agents have the right to enter the Tea Shop without notice during business hours to determine its compliance with Standards and this Agreement. During the course of any such inspection, we may photograph or video any part of the Tea Shop. We may select ingredients, products, supplies, equipment and other items from the Tea Shop to evaluate whether they comply with our Standards. We may require sub-franchisee to immediately remove non-conforming items at its expense, and we may remove them at its expense if it does not remove them upon request.

檢查權：您同意確保您的次加盟商將允許我們的員工及代理人得以在營業時間不經通知即進入茶飲店檢查以確保其遵循標準及本契約事項。在檢查時我們得對茶飲店的任何地方為照相或錄影。我們可以擷取茶飲店的原料、產品及設備或其他物品用以評估是否符合我們的標準。我們可以要求次加盟商立即將不符合標準的物品移除，如其未照辦，我們將可自行移除該物品，費用由其負擔。

8. Determination of Prices. Because enhancing DE JENG System and Trademarks' competitive position and consumer acceptance for DE JENG products is a paramount objective of us and our master franchisees, and because this objective is consistent with the long-term interest of the DE JENG System overall, we may exercise rights with respect to the pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include, without limitation, prescribing the maximum and/or minimum retail prices which you may charge customers for the products offered and sold at the Tea Shop, and which prices you will be compelled to observe, engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your retail prices (such as "buy one, get one free"). Further, we may engage in such activity only in certain geographic areas (cities, states, or regions) and not others, or with regard to certain subsets of master franchisees and not others. You acknowledge and agree that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of the Tea Shop.

定價。因為強化得正系統及商標的競爭力及顧客對得正產品及服務的接受度是我們以及我們的代理商的重要目標，這個目標也與得正系統長期利益一致，我們得以在法律許可範圍的最大範圍內行使與產品及服務定價之權利。這些權利可能包含但不限於您就茶飲店提供和銷售的產品得向客戶收取的最高及/或最低零售價，以及您將被迫遵守的價格、參與行銷、促銷和您必須參加並可能直接或間接影響您的零售價格（例如“買一送一”）之活動。此外，我們可能僅於某些地理區域（城市、州或地區）而不是其他地理區域從事此等活動，或者針對某些代理商組別而非其他區域。您承認並同意，我們規定或建議的任何最高、最低或其他價格可能會或可能不會優化茶飲店的收入或盈利能力。

9. Conditions of Employment. You and your sub-franchisee are solely responsible for all employment decisions, including hiring, promoting, discharging, and setting wages and terms of employment.

聘僱條件：您及您的次加盟商必須負責所有的勞工聘僱事項，包括雇用、升遷、解僱及制訂薪資及勞動條件。

10. Uniforms: In order to maintain the uniform enterprise image of the DE JENG System, you agree to ensure that your sub-franchisee's retailing personnel will wear our uniform. If your sub-franchisee or any of its employees violates this Article, we reserve the right to fine you on a basis of US\$100 per each violation per employee.

制服：為維持得正系統企業形象的一致性，您同意確保您的次加盟商的零售人員必須穿著我們的制服。如您的次加盟商或任何其員工違反本條約定，我們有權就每一違規事件向您罰款US\$100。

11. Suppliers. We have the right to approve or disapprove any supplier to the Tea Shop or to the DE JENG System. From time to time, we may enter into or require national or regional exclusive supply arrangements with one or more independent suppliers for certain approved products. In evaluating the need for an exclusive supplier, we may take into account, among other things, the uniqueness of the product; the projected price and required volume of the product; the investment required and the ability of the supplier to meet the required quality and quantity of the product; the availability of qualified, alternative suppliers; the duration of the exclusivity; and the desirability of competitive bidding.

供應商。我們有權同意或不同意對於您的茶飲店或得正系統的任何供應商。我們可能會不時就某些核准的產品與一個或多個供應商訂立或要求全國性或地區性獨家供應合約。在評估對獨家供應商的需求時，我們可能會考慮產品的獨特性等因素；產品的預計價格和所需數量；所需投資及供應商滿足產品質量和數量要求的能力；合格的替代供應商的可用性；獨家期間；以及競標性投標的有利條件。

12. Complaints. You must submit to us copies of any customer complaints relating to the Tea Shop. You must submit to us any communications from public authorities about actual or potential violations of laws or regulations relating to the operation or occupancy of the Tea Shop. We will specify from time to time the manner of submission of this information to us.

客訴。您必須提供我們茶飲店顧客的客訴副本。您必須提供我們所有來自主管機關就茶飲店營運違反法令事項的書信往返。我們會不定時指定向我們提供此資料的方式。

13. Courtesy. The parties will continuously strive to treat each other with courtesy and respect in all aspects of the franchise relationship.

禮尚往來。雙方將持續盡力維持友好的授權關係。

14. Repairs and Maintenance You agree to ensure that your sub-franchisee will continuously maintain the Tea Shops, including all fixtures, furnishings, signs and equipment, in the degree of cleanliness, orderliness, sanitation and repair, as prescribed by our Standards. You also agree to ensure that your sub-franchisee will make needed repairs (and replacements) to the Tea Shop, including all fixtures, furnishings, signs and equipment, on an ongoing basis to ensure that its use and occupancy of the Tea Shop and Premises conform to our Standards at all times. Your

sub-franchisee is responsible for the costs associated with maintenance, repairs and replacements, alterations and additions.

維修及保養。您同意確保您的次加盟商將按照我們的標準規定，持續維護茶飲店，包括所有固定裝置、家具、標誌和設備，保持清潔、有序、衛生和維修的程度。您也同意確保您的次加盟商將持續對茶飲店進行必要的維修（及更換），包括所有固定裝置、家具、標誌和設備，以確保您的次加盟商對茶飲店及經營場所的使用和進駐始終符合我們的標準。您負責與維護、修理和更換、改建和添加相關的費用。

15. Your Development. We have the right to use and incorporate into the DE JENG System for the benefit of other master franchisees and us any modifications, ideas, or improvements, in whole or in part, developed or discovered by you or your employees or agents or your sub-franchisee, without any liability or obligation to you or the developer thereof.

您的開發。我們有權為其他代理商及我們之利益使用及整合得正系統，並使用由您或您的員工或代理人或您的次加盟商所開發或發現之全部或部分修改、想法或改良，而無需對於您或其開發者承擔任何責任或義務。

Article 7. Franchisor's Trademarks and Intellectual Properties

第七條 授權人之商標及智慧財產權

1. You agree to use only the Trademarks we designate and in the manner that we approve. You may use and display such Trademarks only in connection with the development of the Tea Shops and in compliance with our Standards. You may only use our Trademarks on vehicles if you first obtain our written consent.

您同意依我們核准認可的方式使用我們指定的商標。您只可以在開發茶飲店事務上使用商標，且應遵循我們的標準。您只可以在事前取得我們書面同意時才可以在汽車上使用商標。

2. You may not use the Trademarks to advertise or sell products or services through the mail or by any electronic or other medium, including the Internet, without our prior written approval. Our right of approval of any Internet usage of our Trademarks includes approval of the domain names and Internet addresses, website materials and content, and all links to other sites. We have the sole right to establish an Internet “home page” using any of the Trademarks, and to regulate the establishment and use of linked home pages by our master franchisees. Furthermore, we reserve the right to set up the social media account name to your store, such as a Facebook fan page.

未得我們事前書面許可，您不得透過郵件或任何電子或其他媒介包括網路，使用商標為廣告或販售產品或服務。我們對於我們的商標有於任何網路使用之許可權，包含網域名稱及網站網址及網站內容，以及所有至其他網站的連結之許可。只有我們才有權使用任何商標來設立網際網路首頁，並規範我們的代理商建立和使用連結首頁。此外，我們保留設定您店面的社群帳戶名稱之權利，例如臉書粉絲專頁。

3. You acknowledge that all copyrights and other proprietary rights of the Trademarks are exclusively owned by us. You will only use such rights for the operation of Tea Shop in the Protected Territory and will not change or modify the Trademarks or its derivatives, or claim

any copyrights or other proprietary rights for the Trademarks or its derivatives. Master Franchisee will not register, in whole or in part, within the US or in any other areas, the Trademarks or other trademarks, marks, logos, or designs similar or confusingly similar to the Trademarks. Unless stated otherwise in this Agreement, Master Franchisee will not, at any time, declare that it has any rights or qualification over the Trademarks, and will not cause any damage to the intellectual property rights of Franchisor, nor will Master Franchisee cause any third parties to do the same.

您承認所有著作權及商標所有權皆為我們獨家所有。您僅可以於保護區域內經營的茶飲店事務上使用此等權利，且不得變更或修改商標及其衍生物，或對商標或其衍生物主張有著作權或其他所有權。被授權人不得在美國或其他任何地區，就商標或與商標相似或容易混淆相似的其他商標、標記、徽標或設計為全部或一部之註冊。除非本契約另有約定，被授權人於任何時候均不會聲明其對商標享有任何權利或資格，不會對授權人的智慧財產權造成任何損害，也不會促使任何第三方為同樣的損害。

4. You cannot use the names “Oolong Tea Project”, “YUNG DE JENG”, “DE JENG”, “DE ZHENG” or “得正”, any of our company names, Trademarks, or anything confusingly similar as part as part of a corporate, limited liability company, other entity name, e-mail address, electronic identifier, or internet domain name. For example, your business name may not include any of our company names or Trademarks or any variation of them and you may not use your name in connection with our Trademarks in advertising your Tea Shop (such as “John Smith’s DE JENG”). In all approved uses of the Trademarks on your business forms such as your letterhead, invoices, order forms, receipts, and contracts, you must identify yourself as our master franchisee and your business as independently owned and operated.

您不得使用Oolong Tea Project「YUNG DE JENG」、「DE JENG」、「DE ZHENG」或「得正」，或任何我們的公司名稱、商標或任何容易混淆相似之處作為股份有限公司、有限責任公司、其他企業實體名稱、電郵地址、電子識別系統或網路網域名稱之一部分。例如，您的企業名稱不得包含我們的任何公司名稱或商標或其變形示，您也不得將您的名稱與商標連結，用以廣告您的茶飲店（例如John Smith的得正）。於您的商業表格(例如您的信頭、發票、訂單、收據及合約)上有全部被核准使用商標的情況下，您必須表明自己是我們的代理商，並且您的業務是獨立擁有和經營的。

5. You agree to notify us promptly of any litigation relating to the Trademarks. In the event we undertake the defense or prosecution of any such 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.

您同意及時通知我們有關商標的任何訴訟。如我們對任何此等訴訟進行辯護或訴究時，您同意簽署任何及所有文件並採取我們的律師認為必要的行為及事情，以進行此等辯護或訴究。

6. Prior to the manufacturing of the merchandise under the Trademarks, you will provide the concepts and art designs (including the draft and final proposal) of such merchandise and the three-dimensional model thereof for our approval, provided, however, our approval or consent does not guarantee that the abovementioned material or model as provided by you are in compliance with the applicable laws. In the event of violation of any applicable law, you will

be held solely liable. All containers, packages, labels, display materials, promotional materials, catalogs and advertisements (including but not limited to press release) which Master Franchisee intends to use under this Agreement will be provided to Franchisor for its written approval prior to the use or utilization thereof.

在生產任何具有商標的商品前，您將提供產品之概念及美術設計(包含草稿及最終提案)與3D立體模型供我們核准，但我們的核准或同意並不保證上述您所提供的材質或模型已符合適用之相關法規。如有違反法令之情形，概由您自行負責。所有被授權人依本契約欲使用的容器、包裝、標籤、展示材料、廣告宣傳材料、目錄或廣告（包括但不限於新聞稿）都應在使用或利用前，先提供給授權人供授權人書面核准。

7. Master Franchisee agrees that upon the expiration or termination of this Agreement, Master Franchisee will neither by itself nor authorizes others to manufacture the licensed merchandise. All art designs (including but not limited to any diagrams, drawings or three-dimensional models) provided by Franchisor or created by Master Franchisee under this Agreement will be returned to Franchisor.

被授權人同意如本契約屆滿或終止時，被授權人即不得自行或授權他人生產被授權商品。所有授權人所提供或被授權人依本契約創作之美術設計(包括但不限於圖表、圖紙或3D立體模型)都將返還給授權人。

Article 8. Sources of Raw Materials and Supplies

第八條 原物料來源及供應商

1. The reputation and goodwill of DE JENG 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 us, and you will be required to cooperate. You and/or the supplier may request approval by submitting the request to us in writing. 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 disapproved, we will notify you and the supplier within thirty (30) to sixty (60) calendar days depending on the nature of the products or services. We may withdraw our approval at any time if the supplier's performance does not meet our criteria, we change our specifications, standards or requirements or other reasons. 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.

得正系統的商譽及信譽全繫於且僅得靠販售高品質的產品來維持。應您要求我們可以提供核可之供應商名單。供應商被要求與我們分享運送、經銷及其他資訊，且您將被要求配合。您及/或供應商可向我們提出書面請求，要求核准。所有請求都依照我們當前的程序審核，且我們會考量我們可得利用的資源，這也許會影響我們回覆的時間。供應商必須達到我們當前的規格、要求及標準，這可能包含簽署保密協議及履約保證。

我們可以隨時變更我們要的規格、標準及要求，沒有任何限制。我們會依照產品或服務的本質，於三十(30)至六十(60)個日曆日內通知您所建議供應商的初步核駁。如果供應商表現不符合我們的準則、我們變更我們的規格、標準或要求或有其他原因時，我們得隨時撤銷我們的核准。不論供應商是否被核准，您或供應商將被要求補償我們於測試及核准程序所發生的費用。

2. All food products, supplies, equipment and materials of your Tea Shop and services to the Tea Shop within the Protected Territory must meet our specifications, standards, and requirements. You must purchase these items from suppliers that we approve in writing, and may resell such items to your sub-franchisees at a reasonable prices that you determine. In case of any violation, you will pay a liquidated damage equals to US\$10,000 for each violation.

您於保護區域內茶飲店所有的食品、補給品、設備及材料及服務都必須符合我們的規格、標準及要求。您必須自我們書面核可的供應商處購買這些物品，並可以依照您確定之合理價格將此等商品轉售給您的次加盟商。如有任何違反，您將就每次違反支付我們等同於10,000美元之預定違約賠償金。

Article 9. Books, Records, and Reports

第九條 帳冊、紀錄及報告

1. You are required to keep business records in the manner and for the time required by law, and in accordance with generally accepted accounting principles. You are required to keep any additional business records that we specify from time to time, in the manner and for the time we specify. All records must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of two (2) years.

您被要求依照法令及一般可接受之會計原則保存商業紀錄。您被要求按照我們指定的方式和時間保留我們不時指定的任何額外的商業紀錄。所有記錄必須能夠由我們在沒有特殊硬體或軟體的情況下進行檢視。您必須保留加盟連鎖業務的每個州或聯邦的納稅申報表的副本兩 (2) 年。

2. You shall provide to us signed copies of each franchise agreement within thirty (30) calendar days of obtaining signatures. Master Franchisee shall also provide to us in writing, such information as necessary to update its records, including: name(s) and contact information of the sub-franchisee and the contact information of the Tea Shop (including, but not limited to, address, telephone numbers, fax numbers, and email address), and shall immediately notify Franchisor of any change to such contact information. Master Franchisee shall also promptly provide us with copies of any correspondence with the sub-franchisee of a material nature which may affect Master Franchisee's duties under this Agreement, including but not limited to, notices of delinquency or breach of the Standards, termination, destruction of the premises, asserted legal claims, etc. Master Franchisee shall immediately notify us of any closing of sub-franchisee's Tea Shop.

您應於取得簽名後三十(30)個日曆日內向我們提供每份加盟連鎖契約之簽名副本。被授權人還應以書面形式向我們提供更新其記錄之必要資訊，包含:次加盟商之姓名和聯絡資訊以及茶飲店之聯絡資訊(包含但不限於地址、電話號碼、傳真號碼和電子郵件)，

並應立即授權人此等聯絡資訊之任何變更。被授權人也應立即向我們提供與次加盟商的任何可能影響被授權人於本契約項下義務重大本質之書信往返副本，包括但不限於違反標準之通知、終止、摧毀營業場所、所主張之法律索賠等。被授權人應立即通知我們次加盟商茶飲店之任何關閉情形。

3. Within ten (10) business days from our request and at our option, you agree to (a) photocopy and deliver to us those required records that we specify, or (b) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by us. If after we review your business records, which include your business tax returns, we believe that underreporting of gross monthly sales may have occurred, then upon request, you must pay us back the underreported royalties within five (5) calendar days of receiving our notice, and we reserve the right to terminate this Agreement immediately without further notice.

於我們提出要求後十(10)個工作日內並由我們選擇，您同意(a)影印並向我們交付我們指定那些所需的記錄，或(b)於我們可接受的地點，讓我們可以存取我們指定檢查和影印的任何所需記錄。如果在我們檢視了您的商業記錄（包括您的營業稅申報表）後，我們認為月總銷售額短報的情形可能發生時，則依據要求，您必須在收到我們的通知後五(5)個日曆日內向我們支付少報的權利金，且我們保留立即終止本契約的權利，恕不另行通知。

4. We will keep any records you provide to us that contain confidential information of yours confidential, provided such records are marked confidential and, by their nature, would be considered by a reasonable person to be confidential, but we may release information to any person entitled to it under any lease, to a prospective transferee of the Tea Shops, in connection with anonymous general information disseminated to our master franchisees and prospective master franchisees, in the formulation of plans and policies in the interest of the DE JENG System, or if required by law or any legal proceeding.

我們將保留您提供給我們的任何包含您的機密資訊的記錄，前提是此等記錄標記為機密，並且根據其性質，合理的人會認為是機密的，但我們可以依據任何租約發布資訊給任何有權取得資的任何人、茶飲店的預期的受讓人，這些資訊與傳播給我們的代理商和預期的代理商的匿名一般信息有關，是為了得正系統的計劃或政策制定，或者應法律或任何法律程序之要求。

Article 10. Insurance

第十條 保險

1. You must maintain insurance coverage of the type and in the amounts required by law in full force and effect throughout the duration of this Agreement. Additionally, you must provide commercial general liability coverage with minimum limits in the amount of \$2,000,000 per occurrence. Failure to maintain such insurance may result in loss of your franchise and additional financial obligations. We have the right to change requirements from time to time. All insurance must be placed and maintained with insurance companies with ratings that meet or exceed our Standards. At our request, you must provide us with proof of required insurance coverages.

於本契約整體有效期間內，您必須維持法律要求類型和金額之保險。此外，您必須提供商業一般責任保險，每次事故的最低限額為US\$2,000,000。未能維持此等保險可能會導致您失去加盟連鎖並承擔額外之財務義務。我們有權不時更改要求。所有保險必須評級達到或超過我們標準的保險公司進行投保和維持。應我們的要求，您必須向我們提供必要保險範圍的證明。

2. You must ensure that all your sub-franchisee to maintain adequate insurance coverage of the Tea Shop.

您必須確保您所有的次加盟商對於茶飲店維持足夠之保險。

Article 11. Master Franchisee's Representation and Warranties

第十一條 被授權人之聲明及保證

- 11.1 You will save, defend, indemnify and hold us and our successors and assigns harmless, from and against (i) any and all claims based upon, arising out of, or in any way related to your breach of this Agreement or any agreements between you or your affiliates and us or our affiliate; and (ii) any and all expenses and costs (including reasonable attorney's fees) incurred by or on behalf of us in the defense against any and all such claims.

您將保護、辯護、賠償並使我們和我們的繼承人和受讓人免於(i)基於、因您違反本契約或與您之間或您的關係企業與我們或我們的關係企業間的任何協議而產生或以任何方式與之相關的任何和所有索賠；(ii)由我們或代表我們為針對任何及所有此等索賠進行辯護而產生的任何及所有開支及費用(包含合理的律師費)。

Article 12. Master Franchisor's Obligations

第十二條 授權人之義務

1. We will maintain a continuing advisory relationship with you by providing such assistance as we deem appropriate regarding the development and operation of the Tea Shop. We may require that you designate a fully-trained person as our primary contact.

我們將透過提供我們認為適當有關茶飲店開發和運營的協助，與您保持持續的諮詢關係。我們可能會要求您指定一名經過完整培訓的人員作為我們的主要聯絡人。

2. We will advise on the selection of the Tea Shop's site as well as its construction, design, layout, equipment, maintenance, repair and remodeling. We will advise on the training of managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on all aspects of the Tea Shop operations.

我們將就茶飲店場地選擇及其工程施作、設計、陳列、設備、維護、維修及裝潢給予建議。我們將就管理人員和全體人員的培訓；市場行銷和推銷；庫存控制和記錄保存；以及茶飲店運營的各個方面給予建議。

3. In support of our advisory relationship, we will make available to you our then-current operations manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards. We will continue our

efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all Tea Shops.

為支持我們的諮詢關係，我們將向您提供我們當前的操作手冊，其中列出了我們的標準，以及解釋的政策、程序和其他材料，以幫助您遵守這些標準。我們將繼續努力維持所有茶葉店保持高標準和統一的品質、清潔、外觀和服務。

Article 13. Term and Renewal

第十三條 期限及續約

1. **Term.** This Agreement will be effective and binding for a period of five (5) years from the Effective Date (the “Term”), unless terminated earlier in accordance with Article 17 or by mutual agreement or renew in accordance with this Article. It will be terminated automatically without further notice at the end of the Term.

期限：除依據第17條提前終止，或依雙方合意或依本條續約以外，本契約自生效日起為期五(5)年（本「期限」），期限結束時自動終止，不另行通知。

2. **Conditional Renewal of Franchise.** This Agreement will not automatically renew upon the expiration or early termination of the Term. You may renew the Franchise upon the expiration of the Term for successive periods of two (2) years (the “Renewal Terms”) if, and only if, each and every one of the following conditions have been satisfied:

有條件加盟連鎖續約：本契約期限屆滿或提前終止時不自動續約。且僅當滿足以下每一項條件時，您得於期限屆滿時，無限次續約加盟連鎖兩(2)年(「續約期限」)：

- a. You give us written notice of your desire to renew the Franchise at least six (6) months prior to the end of the Term;

您於期限結束前六(6)個月以書面通知我們為續約之意思表示；

- b. You are not, when notice is given, and do not become prior to the expiration or early termination of the Term, in default of any provision of this Agreement or any other agreement between you and us or your subsidiaries or affiliates or with any other creditor or supplier of the Tea Shop or lessor or sub-lessor of the Tea Shop, and you have maintained the most current Standards;

您於期限屆滿或提前終止前提出續約通知時，您沒有且未有不履行本契約或其他您與我們或您的子公司或關係企業或與茶飲店之任何其他債權人或供應商或與茶飲店出租人或轉租人之間的任何條款，並且您已保持最新標準；

- c. and you will have fully and faithfully performed all of its obligations under this Agreement and all such other agreements throughout their terms;

且您將於本契約和所有此等其他合約的整個條款中，充分忠實地履行本契約項下的所有義務；

- d. You must execute and deliver to us, within ten (10) business days (or any longer period required by law) after delivery to you, the then-current form of Agreement being offered to new master franchisees at the time of renewal, including all

exhibits and our other then-current ancillary agreements, which will supersede in all respects the terms and conditions of this Agreement and may contain terms and conditions substantially different from those set forth herein, including, without limitation, an increase in Royalty or marketing funds or a change in the Protected Territory. The renewal fee is US\$20,000;

您必須在交付給您後十(10)個工作日(或法律要求的任何更長期限)內簽署並交付給我們在續約時向新代理商提供當前形式的加盟連鎖契約，包括所有附件及我們其他當前有效的附屬協議，這些協議將於所有方面取代本契約之條款及條件，並且可能包含與此處規定的條款和條件大不相同的條款和條件，包括但不限於增加權利金或行銷基金或保護區域的改變。續約費用為US\$20,000；

- e. We approve the terms of any lease extension or new lease covering the Renewal Terms, whether the lease for the site is with our affiliate or us or with a third party, including a third party in which you have an interest; or you provide us with evidence that you have the right to remain in possession of the site or to secure and develop a suitable alternative site acceptable to us for the Renewal Terms;

我們核准涵蓋續約期限的任何租約展延或新租約期限，無論該場地的租約是與我們的關係企業或我們還是與第三方(包括您擁有權益之第三方)簽訂的；或者您向我們提供證據證明，您有權繼續擁有該場地或取得及開發我們於續約期限內能接受的合適替代場地；

- f. Prior to entering into the successor franchise agreement, we may request you and/or your supervisory and operational manager(s) to attend and successfully complete to our reasonable satisfaction any retraining program we may require, at your sole expense.

於簽訂後續加盟連鎖契約之前，我們可能會要求您及/或您的監督和運營經理參加並成功完成我們可能要求達到我們合理滿意的任何再培訓計劃，費用由您自行負擔。

Article 14. Assumption and Transfer of Rights

第十四條 權利取得及轉讓

1. A “transfer” by you is any sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any interest in either this Agreement, the franchise itself, or any proprietorship, partnership, limited liability company (“LLC”) or corporation which owns any interest in the franchise, to any person, persons, partnership, association, LLC or corporation, whether by contract, operation of law or otherwise.

由您所為之「轉讓」係指對本契約、加盟連鎖本身或任何獨資企業、合夥企業、有限責任公司(「LLC」)或股份有限公司，其擁有加盟連鎖中的任何權益，無論是通過合約、法律實施還是其他方式，向任何人、個人、合夥企業、協會、LLC或股份有限公司為任何出售、轉讓、讓渡、移轉、讓與、贈與、質押、抵押或其他任何權益設定負擔。

2. Transfer by Us: This Agreement inures to the benefit of our successors and assigns, and we may assign our rights to any person or entity that agrees in writing to assume all of our obligations without your approval. Upon transfer, we will have no further obligation under this agreement, except for any accrued liabilities.

我們所為之轉讓:本契約符合我們繼承人和受讓人的權益，且我們可以將我們的權利轉讓給任何書面同意承擔我們所有義務的個人或實體，而無需您的核准。根據轉讓，除任何已形成的債務外，我們將不再承擔本契約項下的其他義務。

3. Transfer by You: We entered into this Agreement based on your qualifications. You may not transfer any of your right or obligation as set forth in this Agreement, or the operation or ownership of any Tea Shop to a third party.

您所為之移轉：我們係基於您的資格簽署本契約。您不得將本契約中任何規定之權利或義務，或任何茶飲店的經營權或所有權轉讓給第三人。

Article 15. Forbidden to Engage in Competition

第十五條 競業禁止

You agree that you will receive valuable training and Confidential Information that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement, and you have received the right to operate a DE JENG system. You therefore agree to the following noncompetition covenants:

您同意您將獲得有價值的培訓和機密資訊，如果沒有根據本契約授予您權利，您將無法獲得或訪問這些資訊，且您已獲得營運得正系統的權利。因此，您同意以下競業禁止條款：

1. Unless otherwise specified, the term “you” 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 you. We may require you to obtain from your manager and other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this Article.

除另有約定外，本條所指稱之「您」包括全體地及個人地，任何股東、成員、主要所有人、保證人、高級主管、董事、經理、合夥人的所有配偶及家庭成員(視情況而定)以及您的所有權益之持有人。我們可能要求您自您的經理及上述指定之其他個人取得一份形式符合我們滿意之競業禁止協議，其內容包含本條的競業禁止條款。

2. 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 Competitive Business (as defined below) other than one authorized by this Agreement or any other agreement between us and you.

您同意在本契約期限或續約期限內，您將不會直接或間接為自己，或透過、代表或結合同任何人或實體一起，擁有、管理、運營、維護、參與、諮詢任何競爭性業務或在其中擁有任何權益(定義如下)，但本契約或我們與您之間的任何其他合約有授權者除外。

3. You agree that you will not, for a period of two (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, 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 a Competitive Business within the Territory. 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.

您同意，於本契約屆滿或終止，或任何續約期限屆滿或終止後的兩(2)年內，無論終止的原因如何，您都不會直接或間接地為您自己，或通過、代表或結合任何人或實體或與任何人或實體擁有、管理、經營、維護、參與、諮詢於區域的競爭性業務有任何權益。就本條而言，「競爭性業務」包含任何事業其銷售包括美味咖啡及以茶、咖啡或茶類飲料、珍珠奶茶占其銷售額50%或更多之業務。

4. You agree that the length of time in this Article will be tolled for any period during which you are in breach of the covenants or any other period during which we 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.

您同意，於您違反本契約之期間或我們尋求執行本契約的任何期間，本條款規定的時間長度將被停止計算。雙方同意，上述各項約定將被解釋為獨立於本契約之任何其他約定或規定。

5. In the event you violate this Article, you will pay us a liquidated damage of US\$10,000 for each violation, all gains you have derived from the violation, and immediate cease of all competing activities. You agree that a breach of the covenants contained in this Article will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have.

違反本條款，您將向我們支付每次違規US\$10,000之預定違約賠償金，以及您因違規而獲得的所有收益，並立即停止所有競爭活動。您同意，違反本條款中的約定將被視為對我們造成直接和實質性無法彌補傷害之威脅，並賦予我們獲得立即禁令救濟的權利，且不會限制我們可能擁有的任何其他權利。

Article 16. Confidentiality obligations

第十六條 保密義務

1. All information, including but not limited to the information relating to DE JENG System and other technologies, formulation, recipes, manufacturing methods, programs, pricing structures, marketing strategy, and store designs are our trade secret (the “Confidential Information”). Confidential Information further includes any information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, 3rd parties who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. You expressly acknowledge that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the

development and operation of the Tea Shop. Use or duplication of Confidential Information in any other business would constitute an unfair method of competition.

所有資訊，包括但不限於得正系統及其他技術、構想、配方、製造方法、方案、價格結構、行銷策略及商店設計相關資訊，均為我們的商業秘密(「機密資訊」)。機密資訊還包括任何不為第三方所知悉，並且無法通過適當的方式輕易確定，而第三方可以從其揭露或使用中獲得經濟價值，因此具有獨立的實際或潛在經濟價值，並且取決於在種情況下為保密而做出合理努力之資訊。您明確承認，除了於茶飲店的開發和運營中使用它的權利外，您與我們的關係並不賦予您對機密資訊的任何權益。於任何其他業務中使用或複製 機密資訊將構成不公平手段的競爭。

2. You, who have been made to know or in possession of the foresaid Confidential Information by joining the franchise, are only allowed to utilize said Confidential Information insofar as it is necessary for the execution of this Agreement. At all times both during the term of this Agreement and after expiration or earlier termination of this Agreement for any reason, you (and your directors, officers, employees, representatives, managers, shareholders, members, partners or other equity owners) will take all the necessary steps to prevent the unauthorized disclosure of the Confidential Information to any third party, with the exception of sub-franchisees who will also be subject to the confidentiality obligations to us under the sub-franchise agreements. Such obligation will continue for two (2) years following the expiration or early termination of this Agreement.

因加入加盟連鎖而知悉或擁有上述保密機密的您，僅可於執行本契約所必需之範圍內使用上述機密資訊。於本契約期限內以及本契約屆滿或因任何原因提前終止後的任何時候，您(以及您的董事、高級職員、員工、代表、經理、股東、成員、合夥人或其他股權所有者)將採取所有必要措施以防止未經授權向任何第三方揭露機密資訊，但次加盟商除外，他們也將根據子加盟連鎖契約對於我們承擔保密義務。此等義務將於本契約屆滿或提前終止後持續兩(2)年。

3. In the event you violate this Article, you will pay us a liquidated damage of US\$10,000 for each violation plus all gains you have derived from the violation. If you fail to remedy such violation, we may, at our sole discretion, terminate this Agreement immediately without further notice.

如您違反本條款，您將向我們支付每次違規US\$10,000之預定違約賠償金以及您因違規所獲得之所有權益。如您未能補救此等違規行為，我們得自行決定立即終止本契約，恕不另行通知。

4. This Article will survive expiration or termination of this Agreement.

本條款於契約屆滿或終止後繼續有效。

Article 17. Termination

第十七條 終止

1. This Agreement may be terminated with immediate effect by mutual written agreement by both Parties.

本契約一經雙方書面合意終止立即失效。

2. In addition to your right to terminate this Agreement upon any grounds available by law and other right of termination as stated in this Agreement, in the event that any one of the following has occurred, we are entitled to, by providing a prior 30-days written notification to rescind, terminate, or refuse renewal of this Agreement and claim against you for damages incurred thereby as a result:

除您有權根據法律規定的任何理由終止契約及本契約中規定的其他終止權外，如發生以下任何一種情況，我們有權透過30天前的書面通知撤銷、終止或拒絕本契約之續約，並要求您賠償因以下列原因造成之損害：

- a. you default on a monetary obligation to us and do not cure the default within thirty (30) days from the date you receive our written notice to cure (if state law requires a longer cure period, then that longer period will apply);

您拖欠對於我們的金錢義務，並且於您收到我們書面補救通知之日起三十(30)個日曆日內未補救違約(如果州法律要求更長的補救期間，則適用更長的期間)；

- b. you default on any other provision of this Agreement, or any agreements between you or your affiliates and us or our affiliates, and do not cure the default within thirty (30) days from the date you receive our written notice to cure (if state law requires a longer cure period, then that longer period will apply);

您違反本契約之任何其他規定，或您違反您或您的關係企業與我們或我們的關係企業間的任何協議，並於您收到我們的書面補救通知之日起三十(30)個日曆日內未補救違約(如果州法律要求更長補救期間，則適用更長的期間)；

- c. you have experienced a change of control (a change of control does not occur if you retain more than 50% of the shares after the transfer, or if all of the interests transfer to your spouse(s) or children or to your beneficiaries or heirs in the event that you die or become mentally incapacitated); or

您經歷了控制權變更(如您於轉讓後保留超過50%的股份，或如果您死亡或精神上無行為能力，所有權益轉移給您的配偶或子女或您的受益人或繼承人時，則不會發生控制權變更)；或

- d. you challenge the validity of the Trademarks, marks, trade names, service logos, graphic configurations, emblems, apparels and designs of the DE JENG System;

您質疑得正系統的商標、標記、商業名稱、服務標誌、圖形配置、標誌、服裝和設計的有效性；

- e. if you are convicted of or plead guilty or no contest to a felony or crime of moral turpitude;

如您被判犯有重罪或道德敗壞罪或認罪或不抗辯；

- f. if you commit a fraud upon any of our affiliate(s) or us;

如您對我們的任何關係企業或我們進行欺詐；

- g. Master Franchisee's sub-franchisee(s) is cited for any health code violations not corrected within the time required by the issuing agency; or a sub-franchisee's Tea Shop is closed down by any governmental authority or possession is retaken by the landlord;

被授權人之次加盟商因違反健康法規而未在發證機構要求之時間內改正而受到處罰；或次加盟商之茶飲店被任何政府機構關閉或所有權被房東收回；

- h. Master Franchisee or its sub-franchisee(s) sublicenses or attempts to sublicense the Trademarks or the DE JENG System in violation of this Agreement; or

被授權人或其次加盟商違反本契約對商標或得正系統進行再許可或試圖再許可；或者

- i. Master Franchisee or its sub-franchisee(s) violates or fails to comply with any law, rule, regulation, ordinance or order relating to the operation of a Tea Shop or fails to obtain and continue any license, permit or bond necessary, in Franchisor's opinion, for operation of a Tea Shop.

被授權人或其次加盟商違反或未能遵守與茶飲店經營有關之任何法律、規則、法規、條例或命令，或未能取得並延續授權人認為經營茶飲店所需之任何執照、許可證或契約。

3. If we terminate this Agreement or upon the expiration of this Agreement, then

如我們終止本契約或本契約屆滿時：

- a. you must immediately pay us all unpaid Franchise Fees, Royalty fees, or any amount due, without reduction or offset, even if you did not sub-franchise any or all of the Tea Shops;

您必須立即向我們支付所有尚未支付的加盟金、權利金或任何應付款項，且不得減少或抵銷，即使您沒有下放加盟任何或所有茶飲店；

- b. all rights granted pursuant to this Agreement will cease immediately without further notice;

所有因本契約授予的權利將立即終止，不另行通知；

- c. you will co-operate with us in the cancellation of any licenses or registrations registered with you or under your name, if any, and will execute such documents and do all acts and things as may be necessary to affect such cancellation;

您將與我們合作取消在由您或以您的名義註冊的任何執照或註冊(如有)，且將執行此等文件並採取所有必要的行動和事情以對此等取消發生作用；

- d. you will return to us promptly, at your sole expense, all records and copies of promotional materials or objects in its possession relating to the DE JENG 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.

您將自費立即將您擁有與得正系統相關的宣傳材料或物品的所有記錄和副本，以及我們或我們的關係企業根據、關於或因本契約所引起，向您傳達任何有機密性質的資訊返還給我們。

4. 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.

本契約之屆滿或終止將不影響本契約中任何明示或默示擬於本契約終止或屆滿或之後生效或繼續有效的條款，並將仍保持完全有效。

5. 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 this Agreement which existed at or before the date of termination or expiration.

本契約的終止或屆滿不影響雙方於終止或屆滿之日已經產生之任何權利、補救措施、義務或責任，包括於終止或屆滿之日或之前已存在的任何違反本契約而得請求預定違約賠償金之權利。

Article 18. Dispute settlement

第十八條 爭議解決

- 18.1 Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option, taking into consideration, our assessment of the long term interests of the DE JENG System overall. You and us recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that us not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

每當本契約或任何相關協議授予、賦予或保留我們採取行動、不採取行動、授予或拒絕我們的同意或授予或拒絕我們核准的權利時，除非條款另有明確規定，否則我們將有權根據我們的選擇著手進行此等活動，同時考慮到我們對得正系統整體長期權益的評估。您和我們承認，並且肯定地告知任何法院或法官，如果這些活動及/或決定得到我們的商業判斷支持，則該法院、該法官或審查這些活動或決定的任何其他人都不會以他、她或它的判斷替代我們的判斷。當本契約的條款明確要求我們不得無理拒絕我們的核准或同意時，如果您不履行責任或違反本契約時，對於我們核准或同意之拒絕，將被視為正當的。

18.2 This Agreement has been entered into in accordance with laws of California, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties will be governed by the laws of California without regard to its conflicts of laws, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods 1980.

本契約已根據加州法律訂立，與本契約之解釋和雙方權利及責任有關的所有問題均受加州法律管轄，不考慮其國際私法，並且不包括1980年聯合國國際貨物銷售合約公約之適用。

18.3 Any dispute, disagreement, controversy or claim arising out of or in connection with this Agreement (“Dispute”) will be settled by the parties through mutual good-faith discussions. If the parties are unable to do so within sixty (60) calendar days after the complaining party’s written notice to the other party, the parties will then seek to resolve the dispute through non-binding mediation conducted in California. Each party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the parties are unable to resolve the dispute within sixty (60) calendar days after commencing mediation, either party may commence litigation in the applicable courts in California. Notwithstanding the commencement of such dispute resolution, the Parties will continue to perform their obligations hereunder.

因本契約引起或與之相關的任何爭議、分歧、爭議或索賠(「爭議」)，將由雙方通過相互誠信協商解決。如果雙方無法於投訴方向另一方發出書面通知後六十(60)個日曆日內通過相互誠信協商解決，則雙方將尋求通過於加州進行不具約束力的調解來解決爭議。每一方均須各自承擔與調解有關的費用，並且必須平均分攤調解員的費用及開支。如果雙方無法在開始調解後六十(60)個日曆日內解決爭議，任何一方均可於加州適用之法院提起訴訟。儘管此等爭議解決已開始，但雙方將繼續履行其在本項下的義務。

Article 19. Waiver/Integration

第十九條 棄權/完整契約

19.1 No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the operations manuals and/or the Standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with the addenda and appendices hereto and the application form executed by you requesting us to enter into this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document we furnished to you. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or master franchisees that are contrary to the terms set forth in this Agreement, or in any franchise disclosure

document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

我們對您的任何違約行為的棄權，或者我們對執行本契約任何條款有任何延遲或不履行，均不得被視為對任何其他或後續違約行為的棄權，或被視為執行我們的權利關於或任何其他或隨後違約行為的禁反言。根據我們修改操作手冊及/或標準的權利以及此處另有規定者外，除非您和我們簽署書面協議，否則不得全部或部分放棄、更改或撤銷本契約。本契約連同本契約的附錄和附件以及您為要求我們簽訂本契約而簽署的申請表構成雙方之間的完整協議，並取代任何和所有之前的談判、理解、陳述和協議。然而，本契約或任何相關協議中的任何內容均無意否認我們於向您所提供的發售公告中所做的陳述。您承認您簽訂本契約是由於您自己對我們的加盟連鎖業務進行了獨立調查，而不是由於我們的股東、高級職員、董事、員工、代理人、代表、獨立契約人或代理商以不同於本契約或根據適用法律要求或允許向您提供的任何揭露文件、簡介或其他類似文件中規定條款，對於我們所作出的任何陳述。

Article 20. Miscellaneous

第二十條 其他

1. An event of Force Majeure will mean an event where you are 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 your reasonable control.

不可抗力事件是指由於罷工、停工、勞資糾紛、天災、無法獲得服務、勞工或對於這些物品的原料或合理替代品、政府行為、內亂、火災或其他傷亡，或超出您合理控制範圍的其他原因。

2. You are an independent contractor of ours. Neither party to this Agreement has the power to bind the other. Neither party is liable for any act, omission, debt or any other obligation of the other, and you and we agree to indemnify and save each other harmless from any such claim and the cost of defending such claim.

您是我們的獨立契約人。本契約任何一方均無權約束另一方。任何一方均不對另一方的任何作為、不作為、債務或任何其他義務負責，且您和我們同意就任何此等索賠和為此等辯護的費用進行賠償並使彼此免於受損害。

3. 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.

任何一方對違反本契約任何規定的棄權僅適用於該一次違約且僅適用於該項規定。

4. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor.

如我們接受除您以外的任何人或實體的付款，此等付款將被視為由您的代理人而非您的繼承人支付。

5. If, for any reason, any provision of this Agreement is determined to be invalid or to conflict with an existing or future applicable law, 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.

如出於任何原因，本契約之任何條款被確定為無效或與現行或未來適用的法律衝突，則其餘條款將繼續對雙方具有約束力，無效或衝突的條款將被視為非本契約的一部分。

6. Our rights and remedies are cumulative.

我們的權利及補救措施均可累積。

7. Neither you nor your successor may create or assert any security interest or lien in this Agreement.

您或您的繼受人均不得就本契約創造或主張擔保權抑或留置權。

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

本契約及此處提及的文件將構成您與我們之間就本契約標的達成的全部、全面和完整的協議，並取代之前的所有協議。

9. Nothing in this Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

本契約中的任何內容均無意否認我們在我們提供給您的加盟連鎖揭露文件中所做之陳述。

10. This Agreement may only be modified by the parties in writing.

本契約僅得由雙方以書面修訂。

11. All notices will be sent by prepaid private courier or certified mail to the addresses specified below, or to such other addresses as you and we provide each other in writing.

所有通知將通過預付私人快遞或掛號信發送至以下指定地址，或您和我們以書面形式相互提供的其他地址。

To DE JENG (致得正)

Attention 收件人:

Address 地址:

Tel 電話:

Fax 傳真:

Email 電子信箱:

To Master Franchisee (致被授權人)

Attention 收件人:

Address 地址:

Tel 電話:

Fax 傳真:

Email 電子信箱:

12. Your success in this business is speculative and depends, to an important extent, upon your ability as an independent business owner. We do not represent or warrant that locations we approve will achieve a certain level of sales or be profitable. If we provide maps, demographics or other information to you in connection with the site, we do so without any representation or warranty that the information is complete, accurate or current. We do not represent that you will be able to find or secure appropriate location or that you will be able to develop the Tea Shops. You further acknowledge and understand that we make no representation, promise, warranty, or guarantee, express or implied, that the Tea Shop operates at the approved site will be profitable or otherwise successful. By your signature below, you acknowledge that you have entered into this Agreement after making an independent investigation of the DE JENG System and the site.

您於這個事業的成功是推測性的，並且於很大程度上取決於你作為獨立事業所有者之能力。我們不聲明或保證我們核准的地點將達到一定水準的銷售或盈利。如果我們向您提供與場地相關的地圖、人口統計或其他資訊，我們將不對資訊的完整性、準確性或最新性作出任何聲明或保證。我們不聲稱您將能夠找到或確實合適的場地，或者您將能夠開發茶飲店。您進一步承認並理解，我們不作任何明示或無限制的陳述、承諾、保證或擔保，茶葉店在經核准的場地經營將盈利或以其他方式取得成功。透過您於下方的簽名，您承認您在對得正系統及場地進行獨立調查後簽署了本契約。

13. This Agreement shall be both in Chinese and English. If there is any inconsistency between the Chinese version and the English version, the English version shall prevail.

本契約為中英文版本；如中英文版本有任何歧異，概以英文版本為準。

14. No statement, questionnaire, or acknowledgment signed or agreed to by a master 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.

由被授權人簽署或同意與加盟連鎖關係開始有關的任何聲明、調查問卷或確認書中具有(i)放棄任何適用的州加盟連鎖法下之任何索賠，包括誘導欺詐，或(ii)放棄信賴於任何授權人、加盟連鎖賣方或其他代表授權人行事的之人所做的任何聲明，均為無效。本規定取代與加盟連鎖有關的任何文件中之任何其他條款。

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

茲證明，雙方已充分了解本契約的範圍，並通過以下規定的雙方授權簽字人的適當簽名和背書予以確認。

Yung Da Jeng, Inc.

Signature 簽名: _____

Name 姓名:

Title 職稱:

Signature 簽名:_____

Name 姓名:_____

Title 職稱:_____

Date 日期: _____

Date 日期: _____

Exhibit C

Directory of Administrative Agencies and Agents for Service of Process

California

Department of Financial Protection &
Innovation
2101 Arena Boulevard Sacramento, CA
95834
(916) 445-7205

Los Angeles

320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7514

Sacramento

1515 K Street, Suite 200
Sacramento, California 95814
(916) 445-7205

San Diego

1455 Frazee Road, Suite 315
San Diego, CA 92108 (619) 610-2093

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104
(415) 972-8565

Hawaii

(for service of process)
The Commissioner of Securities
Department of Commerce and Consumer
Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(state agency)

The Commissioner of Securities
Department of Commerce and Consumer
Affairs
Business Regulation Division
335 Merchant Street, Room 203

Honolulu, Hawaii 96813

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 382-4465

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
20th Floor, 200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General – Securities
Division
20th Floor, 200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

Michigan

(for service of process)
Michigan Department of Commerce

Corporations and Securities Bureau
PO Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

(state agency)
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 G Mennen Williams Building
525 West Ottawa, 1st Floor
Lansing, Michigan 48933-1105
(517) 373-7117

Minnesota

Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 280
St Paul, Minnesota 55101
(651) 539-1500

New York

(for service of process)
Secretary of the State of New York
99 Washington Avenue
Albany, New York 12231
(518) 474-4750

(state agency)
New York State Department of Law
Investment Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005 (212) 416-8222

North Dakota

North Dakota Securities Department
Fifth Floor 600 East Boulevard
Bismarck, North Dakota 58505
(701) 328-2910

Oregon

Department of Consumer and Business
Services
Division of Finance and Corporate
Securities
Labor and Industries Building
Salem, Oregon 97310

(503) 338-4140

Rhode Island

Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9582

South Dakota

South Dakota Department of Labor and
Regulation
Division of Securities
445 E Capitol
Pierre, South Dakota 57501
(605) 773-4823

Virginia

(for service of process)
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)
State Corporation Commission
Division of Securities and Retail
Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

Washington

(for service of process)
Director Department of Financial
Institutions
Washington Department of Financial
Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(for other matters)
Department of Financial Institutions
Securities Division
PO Box 41200, Olympia,
WA 98504-1200
(360) 902-8760

Wisconsin
Commissioner of Securities
Wisconsin Department of Financial
Institutions

345 West Washington Avenue, 4th Floor
Madison, Wisconsin 53703
(608) 266-1064

Exhibit D

State Specific Addenda

The State of California Addendum

- a. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the offering circular.
- b. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchise concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law the law will control.
- c. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law 11 U.S.C.A. Sec. 101 et. seq.).
- d. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- e. The franchise agreement contains a liquidated damage clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- f. Prospective master franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside of the State of California.
- g. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
- h. De Jeng may require you to sign a general release which may not be enforceable in California pursuant to California Corporations Code section 31512 and California Business and Professions Code Section 20010.
- i. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

Exhibit E

Contact Information of Former and Current Master Franchisees

None

State Effective Dates

The following states have franchise laws that require that this Disclosure Document be registered or filed with the states, 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 Disclosure 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:

State	Effective Date
California	Pending
Hawaii	Not registered
Illinois	Pending
Indiana	Not registered
Maryland	Not registered
Michigan	Not registered
Minnesota	Not registered
New York	Pending
North Dakota	Not registered
Rhode Island	Not registered
South Dakota	Not registered
Virginia	Not registered
Washington	Not registered
Wisconsin	Not registered

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 F

Receipt (1)

This Disclosure Document summarizes certain provisions of the Master Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If De Jeng Tea USA Inc. offers you a franchise, it must provide this Disclosure Document to you: (a) fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the Master Franchisor or an affiliate in connection with the proposed franchise sale or at your reasonable request; or (b) under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) ten (10) business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, if applicable, at least ten (10) business days before you sign any binding franchise or other agreement or pay any consideration to us, whichever occurs first.

If De Jeng Tea 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 state agencies listed in Exhibit C of the Disclosure Document.

The principal business address and telephone number of each franchise seller offering the franchise is contacting Vincent Wang, Oversea Business Department Manager, at 1F., No. 37, Huamei St., West Dist., Taichung City 403011, Taiwan (R.O.C.), 886-04-2376-6088, dejeng2020@gmail.com.tw.

Additional Franchise Sellers, if any:

This Disclosure Document was issued: November 1, 2024.

Our own agent for service of process in the California is Department of Financial Protection and Innovation, its principle address is at 2101 Arena Boulevard Sacramento, CA 95834.

I received a Disclosure Document issued on November 1, 2024. Included are the following exhibits:

Exhibit A	Financial Statement
Exhibit B	Exclusive Master Franchise Agreement
Exhibit C	Directory of Administrative Agencies
Exhibit D	State Specific Addenda
Exhibit E	Contact Information of Former and Current Master Franchisees

Date Disclosure Document Received: [],2024 *(enter date here)*

Tea Shop Address:_____

Signed: _____

Name: _____ **(Please print)**

Last 4 digits of Social Security Number: _____

Street Address (domicile)

City or Town/State/Zip Code

Receipt (2)

This Disclosure Document summarizes certain provisions of the Master Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If De Jeng Tea USA Inc. offers you a franchise, it must provide this Disclosure Document to you: (a) fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the Master Franchisor or an affiliate in connection with the proposed franchise sale or at your reasonable request; or (b) under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) ten (10) business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, if applicable, at least ten (10) business days before you sign any binding franchise or other agreement or pay any consideration to us, whichever occurs first.

If De Jeng Tea 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 state agencies listed in Exhibit C of the Disclosure Document.

The principal business address and telephone number of each franchise seller offering the franchise is contacting Vincent Wang, Oversea Business Department Manager, at 1F., No. 37, Huamei St., West Dist., Taichung City 403011, Taiwan (R.O.C.), 886-04-2376-6088, dejeng2020@gmail.com.tw.

Additional Franchise Sellers, if any:

This Disclosure Document was issued: November 1, 2024.

Our own agent for service of process in the California is Department of Financial Protection and Innovation, its principle address is at 2101 Arena Boulevard Sacramento, CA 95834.

I received a Disclosure Document issued on November 1, 2024. Included are the following exhibits:

Exhibit A	Financial Statement
Exhibit B	Exclusive Master Franchise Agreement
Exhibit C	Directory of Administrative Agencies
Exhibit D	State Specific Addenda
Exhibit E	Contact Information of Former and Current Master Franchisees

Date Disclosure Document Received: [], 2024 (*enter date here*)

Tea Shop Address: _____

Signed: _____

Name: _____ (**Please print**)

Last 4 digits of Social Security Number: _____

Street Address (domicile)

City or Town/State/Zip Code