

FRANCHISE DISCLOSURE DOCUMENT (MULTI-UNIT DEVELOPMENT)

TPTEA USA INC.
A Delaware Corporation
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Wilmington, DE 19801
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The franchise offered is to operate a TPTEA tea based beverage establishment offering gourmet bubble tea, tea-based beverages, coffee-based beverage, complimentary food, accessories and gifts. The total investment necessary to begin operation of a TPTEA Tea Shop is US\$456,600.00 - US\$482,700.00, depending on the size of the Tea Shop. This includes US\$193,600.00 - US\$197,200.00 that must be paid to the franchisor or its affiliate(s), as applicable. Under the Franchise Agreement, you must develop at least two Tea Shops within 12 months after signing your Franchise Agreement. The initial investment necessary to operate a second Tea Shop ranges from US\$296,600 to US\$322,700, which includes US\$33,600 to US\$37,200 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least fourteen (14) days before you sign a binding agreement with, or making any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mr. Eric Chao, Manager, at
No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.), 886-4-2389--6909 Ext. 524,
intl@tp-tea.com.

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.

The Issuance Date: October 6, 2022

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 franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the 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 TPTEA Tea Shop business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a TPTEA Tea Shop franchisee?	Item 20 lists current and former 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 franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Taiwan. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Taiwan than in your own state.

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.

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Exhibit F	Receipt

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

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

Franchisor, Parent, Affiliates

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

Agent for Service of Process

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

The Business We Offer

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

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

We offer franchises to qualified individuals to own and operate Tea Shops within territories we approve which typically are each consisted of one single county (each a “Territory”), under the terms of our standard franchise agreement and the letter of intent, attached as Exhibit B (the “Franchise Agreement”). The letter of intent outlines the basic terms of the agreement, serves as the initial commitment of both parties of entering into a franchise arrangement, and allowing each party to start performing due diligence on the other party. The franchise agreement sets out the detailed terms and conditions of the relationship. You will need to sign the Acknowledgment Addendum to Franchise Agreement, attached as Exhibit F, before the Franchise Agreement is to be effective (together with the Franchise Agreement, the “Agreements”). Under our Agreements, we grant our franchisees the right (and they accept the obligation) to operate at least two Tea Shops, selling gourmet bubble tea, tea-based beverages, coffee-based beverage, complimentary food, accessories and gifts we approve under the TPTEA System within the Territory and both of these Tea Shops must be open and operational within 12 months after signing of the Agreements. There are no subfranchising rights available to franchisees under the Agreements.

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

Applicable Regulations

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

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer: Fu-Chia Yang (aka 楊富嘉)

Mr. Yang serves as the Chief Executive Officer of TPTEA USA INC., located at 919 North Market Street, Suite 950, Wilmington, DE 19801, since February 2018 to present. Mr. Yang also serves in various positions in TPTEA Co., Ltd., located at No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.) since 2005 to present.: from 2005 to 2010 he served as the assistant manager in store development, engineering, and purchasing, from 2010 to 2014 he served as the manager in store development, engineering, and purchasing; and from 2015 to present he served as the associate general manager.

Secretary: Chun-Han Chao (aka 趙俊翰)

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

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Non-Refundable and Fixed Fees

<i>Initial Franchise Fee (for the first two Tea Shops)</i>	US\$90,000
<i>Technology Transfer Fee</i>	US\$50,000
<i>Design and Floor Plan Fee</i>	US\$3,600~US\$7,200

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

Refundable Security Deposit

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

Store Expansion Fees

You must pay \$30,000 Store Expansion Fees per store after the second Tea Shop. You will provide floor and architectural plan for our review and to confirm the actual store numbers and to calculate the Store Expansion Fees on a monthly basis. The Store Expansion Fees are payable prior to the 10th of the following month and not refundable.

When completing the preparation of each Tea Shop, you will first notify us of the completion, date of soft opening and date of hard opening for the Tea Shop. You will provide us with photos showing the interior of the Tea Shop so that we may inspect the quality of the interior and hardware. We also reserve the right to send our personnel to complete on-site inspection at your cost. We may, at your request, provide additional technical and orientation personnel. You shall pay for the expenditures accrued by the said personnel. In the event we have advanced the cost of the said expenditures, you shall reimburse the same amount in lump sum. You will be required to make payments towards the following expenses within seven (7) business days upon receiving our written reimbursement request. The said personnel expenditures may include a US\$300 per person per day for each field visit as the consultancy fee; round trip economic airfare; and the local traveling expenses. You should be responsible for the lodging with three stars or above, and other reasonable costs incurred by the said technical and orientation assistance.

We will provide reasonable assistance to you for you to obtain the license or permits for the Tea Shop. Please note that you are responsible for the lodging, airfare, transportation, work permits/visa and other documents needed by our training staff to conduct opening assistance for your store, and we shall be responsible for the salary of the said staff.

Technology Transfer Fee

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

Design and Floor Plan Fee

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

ITEM 6: OTHER FEES

Type of fee (note 1)	Amount	Due Date	Remarks
Royalty Fees	3.5% of the Gross Monthly Sales	The royalty fee for the previous month is payable before the 10th of the next month	“Gross Monthly Sales” means the aggregate amount of all sales of our products, food, beverages and other merchandise and products approved by us and sold and services rendered at Tea Shop per month but excluding: (a) value-added, sales or service taxes collected from customers and paid to the applicable governmental taxing authority; and (b) all customer refunds and adjustments and promotional discounts, including senior citizens discount.
Marketing Fund Contributions	Currently not charged but we have the right to collect up to 3% of the gross monthly sales.	The marketing fund for the previous month is payable before the 10th of the next month	Applicable only when we have established a Marketing Fund. See Item 11 for details on Marketing Fund
First Three Stores Training Period Expenses	Costs of lodging, board, air tickets, transportation and work permits/visa applications	When billed	We are responsible for training staff salaries. This covers a one-time training session. If franchisee requests additional training, see Post Opening Consultation Fees below for costs.

Type of fee (note 1)	Amount	Due Date	Remarks
Post Opening Consultation Fees (note 2)	US\$300 per person per day, round trip airfare for the business operation consultant(s) from our main training facility located in Taiwan (Republic of China); and local transportation, meals, three stars or above hotel accommodation of the business operation consultant(s), and other reasonable costs incur on behalf of you.	Payable within 7 business days following the invoice	These fees <u>apply ONLY IF the franchisee request additional consultation</u> . After the opening of the Tea Shop, in the event that you request additional consultation service, you will discuss and schedule with us in advance. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging, and meal expenses
Supplier Testing Fee	Varies but estimated to range between US\$200 and US\$300	When billed	There is no administrative supplier testing fees, but you or the supplier will be required to reimburse us for all costs that we incur in the testing and approval process whether the supplier is approved or not.
Audit Fee	Cost of audit but estimated to range between US\$4,000 and US\$12,000	When billed	Payable after an audit, which occurs only if we find that you have understated any amount you owe to us by more than 3%
Renewal Fees	10% of the relevant Initial Franchise Fee	When billed	If the Franchise Agreement is renewed by us
Interest	16% per year or highest rate allowed by law	When billed	You will owe us interest if you fail to pay us on time. Furthermore, if you fail to make all required payments within the period provided, we may elect to terminate our relationship by proving you with a written notice.
Manual Replacement Fee	US\$200	When billed	If you request additional or replacement copies of the Manual

Type of fee (note 1)	Amount	Due Date	Remarks
Liquidated Damages for Buying from Unauthorized Supplier	The greater of US\$100,000 or 5 times the amount of the total unauthorized purchases	Per violation	Franchisee is liable for all additional damages and losses incurred by franchisor from violation
Liquidated Damages for Unapproved Transfer	US\$1,000,000	Per violation	We also have the right to terminate the Franchise Agreement
Liquidated Damages for Failure to Return, Delete or Destroy Confidential Information Upon Expiration	US\$300,000	Per Violation	
Liquidated Damages Upon Termination for Enumerated Breaches	US\$100,000	Per Violation	See Chapter 6, Paragraph 3 Subparagraph (2) of the Franchise Agreement
Liquidated Damages for All Other Violation	US\$15,000	Per violation	All gains that the Franchisee derives from the violations shall also be refunded to us
Cost and Attorney Fees	Will vary under circumstances	On demand	If you default under the Agreements, you must reimburse us for the expenses we incur (such as attorney fees) in enforcing or terminating the applicable Agreements
Indemnification	Will vary under circumstances	On demand	You must reimburse us for the costs and damages we incur in for any claims that arise from your Tea Shop's operation

Notes:

1. All fees as described in Item 6 are uniform, non-refundable and imposed by and are paid to us. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and they must be paid in full. 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. 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

YOUR ESTIMATED INITIAL INVESTMENT				
Type of expenditure (note 1)	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee	US\$90,000	As arranged	The total amount of the Non-Refundable and Fixed Fees is payable in lump sum within three (3) business days following the signing date of the Franchise Agreement.	Us
Technology Transfer Fee	US\$50,000	As arranged		Us
Design and Floor Plan Fee	US\$3,600~ US\$7,200	As arranged		Us
Refundable Security Deposit	US\$50,000	As arranged	payable on the date of signing Franchise Agreement.	Us
Related Personnel Cost for Initial Training (note 2)	- US\$13,000	As arranged	Before opening	Third party
Equipment	US\$22,000	As arranged	As incurred	Third party
Utensils	US\$3,400	As arranged	As incurred	Third party
Rent for the Tea Shop (note 3)	US\$6,000	Before opening, as arranged	As specified in lease	Third party
Rent for the Warehouse (note 4)	US\$0~ US\$500	Before opening, as arranged	As specified in lease	Third party
Renovation (note 5)	US\$35,000~ US\$50,000	Before opening, as arranged	As incurred	Third party
Opening Inventory (note 6)	US\$70,000	Before opening	As incurred	Us, our affiliates, and Third party
Licenses, Permits, Fees and Deposit	US\$3,500	Before opening	Lump Sum	Third party
Point of Sale System (note 7)	US\$3,000~5,000	Before opening	As incurred	Third party

YOUR ESTIMATED INITIAL INVESTMENT				
Type of expenditure (note 1)	Amount	Method of payment	When due	To whom payment is to be made
Office Equipment & Supplies	US\$1,500	As arranged	As incurred	Third party
Uniforms	US\$300	Before Opening	As incurred	Third party
Insurance (note 8)	US\$4,500	Before opening, as arranged	As incurred	Third party
Opening Advertising	US\$4,000 - \$5,000	As arranged	As incurred	Third party
Additional Funds – 3 Months (note 9)	US\$105,000	As arranged	As incurred	Third Party
Total Cost	US\$456,600 – \$482,700			

Notes:

1. Your initial investment for a new Tea Shop depends primarily upon: (1) size; (2) configuration; (3) location; (4) who develops the real estate for and/or constructs them; and/or (5) the amount and terms of financing. The initial funds required must be reevaluated since most costs are not within our control and may change at frequent intervals. These figures are estimates only and we cannot and do not guarantee that your costs will fall within the stated ranges. These estimated ranges are based on our affiliate's experience operating Tea Shops outside of the U.S. Except as otherwise noted, all payments are non-refundable.
2. Following the initial mandatory training which will take place at our main training facility located in Taiwan (Republic of China), prior to the Tea Shop opening, we will provide the pre-opening support program that is part of the initial training program for 5 of your employees at no cost at the Tea Shop. You will be responsible for the consultant's round trip airfares from Taiwan (Republic of China). For Additional Training, it is our experience that none of our franchisee has requested additional training within the first quarter following the opening of the Tea Shop, however, it is our experience that if the franchisee takes more than 6 months from the completion of initial training to opening the first store, it would often request additional training.
3. Depending on the structure of your lease, rental costs vary considerably according to the type of Tea Shop, real estate values in your area, financing rate (leasehold or ownership), location, size of the site, regulatory requirements and other factors such as labor. Factors that typically affect your rental costs include your cost to negotiate your lease (or buy the property), fair market lease values and lease terms in your area, how the costs to renovate or develop the land, building and other site improvements are allocated between landlord and tenant and interest costs, among others. Lease terms are individually negotiated and may vary materially from one location or transaction to another. Commercial leases are typically "triple net" leases, requiring you to pay rent, all taxes, insurance, maintenance,

repairs, common area maintenance costs, merchants' association fees and all other costs associated with the property. You may also have to pay percentage rent.

4. You may need to rent a warehouse depending on (1) the location of the Tea Shop, (2) your method in controlling your inventories or storing your equipment, or (3) how many Tea Shop you wish to open. Factors similar to the Tea Shop rental cost also apply to warehouse rental cost.
5. Renovation costs include, among others, architectural, engineering and legal fees. These estimates do not include extraordinary costs due to extensive redesigning, permit fees, variances, environmental issues, legal obstacles, etc.
6. Before opening a Tea Shop, you must purchase an initial inventory consisting of products from suppliers approved by us. The assortment and number of these items will be based upon the size and configuration of your Tea Shop. The estimated cost for the opening inventory of these products varies from location to location depending on seasons and the storage capacity of the Tea Shop. Your initial inventory of merchandise and supplies needed for the operation of the Tea Shop will include raw ingredients and products for resale, containers and other paper, plastic or similar goods, maintenance and cleaning materials, office supplies and miscellaneous materials and supplies.
7. The price reflects equipment configurations and solution costs, site preparation and installation for one point of sale systems. We do not recommend more than one point of sale systems unless the size and configuration of the Tea Shop requires it.
8. You must provide commercial general liability coverage with minimum limits in the amount of \$2,000,000 per occurrence in accordance with our published standards, (subject to change) and maintain other insurance in accordance with state law requirements. Some property owners may require higher levels of commercial general liability insurance or other insurance coverage under their leases. Initial premiums for commercial general liability are subject to change due to market forces beyond our control, but usually range between \$1,000 and \$5,000 per year. The cost of other coverage, including workers' compensation coverage and your discretionary purchases, varies widely, but may range from \$3,500 to \$10,000 per year. Your premium may be higher based upon your risk profile. You should discuss with your insurance carrier/agent whether or not these costs need to be paid in full before opening or whether they can be budgeted. Failure to maintain such insurance may result in loss of your franchise and additional financial obligations.
9. Additional Funds is an estimate of the funds needed to cover business (not personal) expenses during the first three (3) months of operating the Tea Shop and is based on our affiliate's experience operating Tea Shops outside the U.S. It includes estimated cost of sales and operating expenses incurred during the initial three (3) months (such as 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.

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

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required purchases

All the Tea Shop must be developed and operated to our specifications and standards. Uniformity of products sold in Tea Shops is important, and you have no discretion in the products that you sell. We may periodically make changes to the systems, menu, standards, and facility, signage, equipment and fixture requirements. You may have to make additional investments in the franchised business periodically during the term of the franchise if those kinds of changes are made or if your tea shop's equipment or facilities wear out or become obsolete, or for other reasons (for example, as may be needed to comply with a change in the system standards or code changes). The Agreements may be limited to a single, specific location and we reserve the right to operate or franchise or license others who may compete with you for the same customers.

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

Required and approved suppliers

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

We do not have exclusive suppliers of our products, cups, teas, or equipment at this point, and we will provide you with a list of suppliers that already meet our specifications. For your information, we and our parent company, TPTEA Taiwan, are approved suppliers, but we are not the only approved suppliers for the products and equipment that you will need to operate the Tea Shop. You can expect that the items purchased from approved suppliers in accordance with our specifications represent over 95% (in total number of items), or 80% (in dollar amounts), of the total purchases for establishing and operating the franchised business. Suppliers are required to share shipping, distribution and all other information with us, and you will be required to cooperate.

Approval of alternative suppliers

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

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

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

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

Revenue from franchisee purchases

We and our affiliate may derive revenue from required purchases, but not from leases by franchisees. In 2020, our affiliate, TPTEA Taiwan received NTD13,814,582 (approximately US\$497,240.42 based on the NTD-USD exchange rate as of November 10, 2021) from franchisee purchases in the United States. We did not receive any rebates from suppliers on account of franchisee purchases in the United States in 2020 although we reserve the right to do so in the future.

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

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

Other Requirement

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

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

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

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

Cooperatives

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

Negotiated prices

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

Material benefits

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

ITEM 9: FRANCHISEE'S OBLIGATIONS

FRANCHISEE'S OBLIGATIONS

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

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

Obligation	Article in Franchise Agreement	Disclosure Document Item
t. Transfer	Article 1	Item 17
u. Renewal	Article 1	Item 17
v. Post-termination obligations	Articles 5, 21, 22, 23	Item 17
w. Non-competition covenants	Article 22	Item 17
x. Dispute resolution	Article 25	Item 17
y. Other	Not applicable	None

ITEM 10: FINANCING

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

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

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

Pre-Opening Obligations

1. We do not find locations for you. You will need to find your own location(s) and negotiate your own real estate interest. If you are developing a new Tea Shop, we will approve the location if it meets our standards. It is important to know that our written approval of a location is not and should not be a guarantee of success at that location. Many factors, some known and some unknown, may impact the success of a particular location. We will provide you with a copy of our standard plans and specifications for the Tea Shop. You must conform the premises to all codes and ordinances and obtain all required permits. You must construct or remodel the location to our standards and subject to our written approval. (See Article 3 of the Franchise Agreement). Please note that if you fail to locate a location and open in accordance with the area development plan, we reserve the right to take away exclusivity of the protected territory.
2. We will provide you the standards for designing, constructing and equipping your Tea Shop. (See Articles 13 of the Franchise Agreement).
3. If you are opening a new Tea Shop, we will make an initial training program available to you and/or your designated representative. If you are purchasing an existing Tea Shop or need to have additional individuals attend training, you will pay an additional fee. You (and/or your designated representative) must successfully and timely complete the training program in order to become (or remain) a franchisee. (See Article 9 of the Franchise Agreement).
4. On-site pre-opening assistance at the Tea Shop. (See Articles 3, 9, 10 & 13 of the Franchise Agreement).
5. Advertising and promotional materials for use in the pre-opening promotion of the Tea Shop. (See Articles 4, 5 & 16 of the Franchise Agreement).
6. We will provide you with a copy of our operations manual concerning techniques of managing and operating the Tea Shop. (See Articles 1 of the Franchise Agreement).

7. We will provide advice regarding authorized suppliers of equipment and materials used, and inventory offered for sale, in connection with the Tea Shop. (See Articles 12 of the Franchise Agreement).
8. We will make available for purchase by you, directly from us or through authorized suppliers, the equipment, products, materials and inventory required by you to establish and operate the Tea Shop in accordance with the Agreements. Specifically, we will provide you with specification and details requirements of all necessary equipment, signs, fixtures, opening inventory, and supplies. For advertising print and marketing materials (such as signs and menus), we will provide you with templates, and you will need to locate local printers. For equipment and certain key ingredients and raw materials, we will only provide the names of approved suppliers. For items such as furniture and fixture, we will provide you with specification and requirement for your conformation. We will not deliver or installs these items. (See Article 10, 12 &16 of the Franchise Agreement).

Post-Opening Obligations

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

1. We will maintain a continuing advisory relationship with you, providing such assistance as we deem appropriate regarding the development and operation of the Tea Shops. (See Article 3, 9, 10, 13 & 16 of the Franchise Agreement).
2. We will provide you with standards for the location, physical characteristics and operating systems of Tea Shops and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the marketing of products and our brand; and all other things affecting the experience of consumers who patronize our TPTEA System. We make those standards available to you in our manuals and in other forms of communication, which we may update from time to time. (See Article 1, 9, 10, 12, 13 & 15 of the Franchise Agreement).
3. We shall continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all Tea Shops. (See Article 1, 12, 10, 15, 17 &18 of the Franchise Agreement).
4. We will review advertising and promotional materials that you propose to use locally. (See Article 16 of the Franchise Agreement).
5. We will update the operations manual, including new developments and improvements in equipment, food products, packaging and preparation. (See Article 1, 15 & 18 of the Franchise Agreement).
6. On-site post opening assistance at the Tea Shop as we find appropriate. (See Article 9 of the Franchise Agreement).
7. Administration of the advertising fund, when and if it is created. (See Article 16 of the Franchise Agreement).

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

Advertising Expenditures

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

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

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

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

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

Computer and Electronic Cash Register Systems

We require you to have a sufficient workstation (a computer, monitor, and printer) that meets our minimum standards that can operate Microsoft words and excel, and is capable of accessing the Internet. This workstation may also be used for any other software that you use to manage your business. We do not have any obligation for maintenance, repairs, updates and upgrades of your

computerized system but we estimate that the cost of maintenance, repairs, updates and upgrades of your computerized system will range from US\$3,000 to US\$3,500 annually.

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

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

Operations Manual

We will provide to you a copy of the Tea Shop operations management manual(s) for each TPTEA System that you are franchised to operate. Each operations manual contains mandatory and suggested standards, operating procedures and rules that we prescribe for the TPTEA System. The operations manuals are confidential, copyrighted and are not to be reproduced or distributed to any unauthorized person. We can change the terms of, and add to, the operations manuals whenever we believe it is appropriate.

Site and Lease Approval

For new Tea Shops, we may select the site, or we may approve a site that you select and bring to us. Factors affecting our decision generally include location, occupancy costs, proximity to major retail activity, traffic volume and speed, density of nearby population (resident or daytime), competition and potential for encroachment on other Tea Shops of the same brand, site configuration, parking, accessibility, visibility, signage permitted by the landlord and local governmental authorities and other factors. Each site is considered individually, as no two sites are the same. Factors other than those listed above may be considered in evaluating a particular site. We do not guarantee that any site will be successful.

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

All sites must be approved by us, and must be developed by you in accordance with our requirements. You cannot develop a site until we approve it. We will not reimburse you for any costs you incur with respect to any location that you submit to us for approval. While we try to promptly review nominated sites, we will respond within ten (10) business days upon receiving

such request. If ultimate the parties have failed to agree upon a site, 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 the Tea Shop, that the Tea Shop is accessible to and usable by persons with disabilities and meets the Standards for Accessible Design for new construction, as may be amended from time to time, or any more stringent accessibility standard under federal, state or local law.

Hiring and Training

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

Our training program includes but is not limited to the following: corporate overview, store operational management, front of the house training, tea management, and counter operation. We may offer special training courses such as service staff training, special promotion training, other pre-opening supports and continuous organizational supports.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Corporate & Training Overview and Introduction	10		Designated Training Facility in Taiwan or training store
Store Operational Management		8	Training store
Front of the house training		72	Training store
Tea Management		40	Training store

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Counter Operation		32	Training store
Actual On-Site Operation Training		64	Training store
Store Opening Process and Equipment Maintenance		8	Designated Training Facility in Taiwan , Training store or Equipment Manufacturers

We have a dedicated team of instructors for the TPTEA training program. The lead trainer, Ms. Xue-Hua Yu, has decades of experience in the hospitality, training, and service industry, and specifically 14 years of stores operation, HR training, and retail sales experience with TPTEA System. She is one of the senior operational managers and has trained people in tea shops in Taiwan and oversea areas. Ru-Chian Tsai has 14 years of stores operation, HR training, and retail sales experience with TPTEA System. She is one of the operational managers, and has trained people in Tea Shops in Taiwan, U.S. and Canada. Hung-Chi Shih has 9 years of stores operation, HR training, and retail sales experience with TPTEA System.

The initial training is for five (5) of your key staff designated by you to assume primary responsibility for the management of the Tea Shop(s) (the “Principal Operators”). The Principal Operators must have a food and beverage operational experience or managerial experience. The initial training program involves a minimum of 25 to 30 calendar days of instruction, and all five (5) personnel will to be trained together at the same time. We may lengthen, shorten or restructure the content of this program. The initial training will be conducted at our designated training facility and at an actual Tea Shop. Please note that our designated training facility may not be located in the United States. For the second and each subsequent Tea Shop that you open, at least three (3) of your employees must be trained by your certified trainers at your sole cost and expense.

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

If the Principal Operators do not successfully and timely complete all training and certification requirements, including all initial training requirements, you will not be granted a franchise (and we will have the right to terminate the Agreement if it was signs anticipating that you (or your

team) would not successfully and timely complete initial training). You are required to complete the initial training within a reasonable amount of time following the signing of the Franchise Agreement.

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

During the period of the Tea Shop opening under the Franchise Agreement, we pay the cost of presenting the initial training program. However, you must pay for you and your employees' salaries, accommodations, travel expenses and other reasonable expenses, if any. If you demand to conduct the initial training program in a location other than your Tea Shop, then you may be charged certain additional costs such as your portion of the costs for the meeting room. You must also pay for later training programs that we may conduct or require.

Opening Support

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

1. For the first Tea Shop in the Territory:
 - a. The opening support team of three to four people will arrive for approximately seven (7) days prior to the opening to assist the Principal Operators and to train the new staff. All member will stay for a period of approximately seven (7) days to train the new staff, and one of the opening support team will remain for approximately thirty (30) days to ensure a smooth transition.
2. For the second and third Tea Shops
 - a. The opening support team of one staff will arrive approximately three (3) days prior to the opening of the store for a period of approximately seven (7) days.
3. You will be responsible for the lodging, food and beverage, air tickets, transportation, work permits/visa, and other documents for the opening support team. We will be responsible for the salaries of the opening support team.

Post-Opening Consultation

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

Operating Manual's Table of Content

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

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

ITEM 12: TERRITORY

You do have a right to develop and open more than one Tea Shop or any options or similar rights to acquire additional Tea Shops under one franchise agreement within the designated territory. This franchise is for an unlimited numbers of locations approved by us within the Territory. Your right to operate one or more Tea Shops and the Territorial Right pursuant to the Franchise Agreement is limited solely within the Territory as set forth in the Franchise Agreement. You must obtain our prior written approval of any site to be located in the Territory. The Territory includes a single county which is described in the Franchise Agreement. As long as you open and operate two Tea Shops in that county within twelve (12) months after signing of the Franchise Agreement, and continue to own and operate at least two (2) Tea Shops in the county at all times during the term of the Franchise Agreement, we will not operate or grant another franchisee the right to operate a Tea Shop in that county. Furthermore, the Franchise Agreement will further list various terms and conditions that you will have to adhere to, such as adherence to the operational standard that we expect in each Tea Shop, the compliance with local laws and regulations, respect and protection toward our Trademarks, know-how, and other intellectual property rights; and timely payment of royalties and other fees. Other than not granting another Tea Shop in your Territory, you will not receive an exclusive territory.

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

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

sales within Tea Shops under a trademarks different from the TPTEA Trademarks. Other than the Royalty Payment, we will not be compensated by you for soliciting or accepting orders from the Tea Shop.

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

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

Currently, you do not have any rights to acquire additional franchises nor other options, such as rights of first refusal or similar rights to obtain additional franchises. In the event that we grant you the relocation or additional franchised outlet, you must be current with all your obligations to us and must sign our then-current Franchise Agreement, with all then-current on-going fees, for a term equal to the term remaining on your Franchise Agreement for the previous or original location. In addition, you may request to add one or more counties to your Franchise Agreement during its term provided you open and operate two Tea Shops in each county granted within twelve (12) months after we add such county to your Franchise Agreement, and continue to operate at least two (2) Tea Shops in that county at all times during the remainder of the term of the Franchise Agreement. If you fail to continue to operate at least two Tea Shops in any county granted to you under the Franchise Agreement, you will have no further rights to develop Tea Shops in such county but we will agree not to open a Tea Shop within a radius of one half of one mile of each such Tea Shop throughout the remainder of the term of the Franchise Agreement.

You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control, if you have failed to achieve the condition as set forth in the Area Development Plan. You have no rights relating to the distribution channels referenced above in this Item 12. Please note however, that in the event that you have failed to fulfill the area development plan submitted by you and approved by us every 6 months, you will lose the exclusivity right to open and operate Tea Shop within the Territory. Furthermore, we reserve the right to modify such the Territory in an event of population changes, of which we will discuss with you in good faith and reach a mutually agreeable consensus in writing.

We may compete with your location and that draw customers from the same area as your Tea Shop through distribution and use or sale of TPTEA-trademarked products in a hotel room, an office or a supermarket, or through vending machine, tea stall, or tea truck. Furthermore, you acknowledge

and agree that certain locations within and outside the Territory are by their nature unique and separate in character from sites generally developed as a Tea Shop. Such locations include, but are not limited to, public transportation facilities, sport facilities, university campuses, shopping mall, business plaza, amusement and theme park. As a result, you agree that the following locations are excluded from the Territory and we have the right to develop or franchise such locations. Lastly, you may not engage in catering or delivery service within or outside of the Territory.

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

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

ITEM 13: TRADEMARKS

The Franchise Agreement gives you the exclusive right to operate a Tea Shop under the “TPTEA®” and/or “茶湯會®” and/or “茶湯會®” trademark within the Territory under the terms and conditions as stated in the Franchise Agreement. By trademark, we mean trade names, trademarks, service marks, emblems, designs, merchandising devices and logos used to identify your Tea Shop (collectively “TPTEA Trademarks”). You may also be authorized to use other current or future trademarks to operate your Tea Shop.

You must follow our rules when you use our TPTEA Trademarks. You cannot use any of our company names or TPTEA Trademarks as part of a corporate, limited liability company, other entity name, e-mail address, electronic identifier, or Internet domain name. You cannot use any of our company names or TPTEA Trademarks with modifying words, designs or symbols, except for those we license to you. For example, your business name may not include any of our company names or TPTEA Trademarks or any variation of them (like “TPTea,” “Tea Soup Meeting,” or “Tea Gathering”) and you may not use your name in connection with our TPTEA Trademarks in advertising your Tea Shop (such as “John Smith’s TPTEA”). You may not use any of our company names or TPTEA Trademarks for the sale of any unauthorized product or service or in a manner we have not authorized in writing. These TPTEA Trademarks may only be used by you for the purpose of operating a Tea Shop and cannot be used for any purpose or in any manner not authorized by us. You may only use our TPTEA Trademarks on vehicles if you first obtain our written consent. We have a license from our parent, TPTEA, to use and to sublicense the use of the TPTEA Trademarks. All rights in and goodwill from the use of the TPTEA Trademarks accrue

to us and our affiliates. No agreement limits our right to use or license the use of the TPTEA Trademarks related to the franchise.

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

Federal Registration	Registration No.	Registration Date
	5528608	July 31, 2018
	5522683	July 24, 2018
	5522682	July 24, 2018

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

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

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

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

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

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

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

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

You must devote your best efforts to operate and manage the Tea Shop(s) in accordance with the terms and conditions of the Agreements and to promoting and enhancing the sale of the Tea Shops. If you are an individual, you must perform all obligations and conditions as stated in the Agreements, or designate and retain at all times an individual, subject to our approval, to serve as the Principal Operator under the Agreements. If you are a corporation, partnership, or limited liability company you must hire competent staff to assume primary responsibility for the management of your Tea Shop(s), such individual is not required to have any designated amount of equity interest in the Tea Shop. We will request you to honor the confidentiality and the non-compete clauses as stated in the Franchise Agreement, and recommend that you have your manager or staff sign a confidentiality agreement and a non-compete agreement that offer the same protection as the confidentiality and the non-compete clause as stated in the Franchise Agreement.

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

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

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

We impose no customer restrictions on the sale of products at your Tea Shops. You are not permitted to sell or distribute goods or services through the use of the Internet or other electronic communications.

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

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

Provision	Articles in the Franchise Agreement	Summary
a. Length of the franchise term	Article 1	For each Tea Shop, the operating term is 6 years, unless renewed in accordance with the terms of the Agreement. The Franchise Agreement's term will terminate automatically without further notice upon the termination or expiration of the operating term of the last remaining Tea Shop.
b. Renewal or extension of the term	Article 1	If you desire to renew the operating term for any Tea Shop, you must notify us in writing no less than six (6) months but no more than one year before expiration of the relevant operating term.
c. Requirements for franchisee to renew or extend	Article 1	The operating term of a Tea Shop may be renewed for 5 years if the franchisee is graded A on its renewal assessment form and 3 years if the franchisee is graded B on its renewal assessment form. If franchisee is graded C, the operating term shall not be extended. Specifically, we have the right to enter into a new agreement according to the then-current terms and conditions, therefore the renewal may require you to sign agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	Not Applicable	You may terminate the agreement upon any grounds available by law.
e. Termination by franchisor without cause	Not Applicable	We do not have the right to unilaterally terminate the Agreements.
f. Termination by franchisor with "cause"	Articles 3, 10 and 24	We may terminate the Franchise Agreement by providing a prior 30-days written notification if you fail to timely cure a default that may be cured under the Agreement or any agreements with any of our affiliates.
g. "Cause" defined – curable defaults	Article 24	Except where your state's law may provide otherwise or, except as stated in section h of this table and in the Franchise Agreement, all defaults must be cured within 30 business days after notice. Cure periods may be extended or provided if required by law.

Provision	Articles in the Franchise Agreement	Summary
h. “Cause” defined – non-curable defaults	Article 3, 9, 10 and 24	The following defaults cannot be cured by you: you cease operation, close business, apply for dissolution or liquidation, become insolvent, you grant sublicenses without our consent; you challenge the validity of the Trademarks, trade names, service logos, graphic configurations, emblems, apparels and designs of the TPTEA System; violate confidentiality obligations; or repeated violations.
i. Franchisee’s obligations on termination/nonrenewal	Articles 5, 6, 9, 10 21 and 2	Upon expiration or termination of the Agreements, you must immediately pay us all unpaid Initial Franchise Fees or any amount due (including applicable liquidated damages), without reduction or offset, even if you did not open any or all of the Tea Shops; all rights granted pursuant to the Agreements shall cease immediately without further notice; cease use of all TP TEA Trademarks; you shall co-operate with us in the cancellation of any licenses or registrations registered with you or under your name, if any, and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; you shall return to us promptly, at your sole expense, all records and copies of promotional materials or objects in its possession relating to the TPTEA System, and of any information of a confidential nature communicated to you by us or our affiliates pursuant to, in connection with, or arising from this Agreement.
j. Assignment of contract by franchisor	Not Applicable	We do not have the right to assign the Agreement.
k. “Transfer” by franchisee – definition	Article 1	Without our prior written consent, none of your shareholders can transfer shares in the franchisee to any third party. .
l. Franchisor approval of transfer by franchisee	Article 1	You do not have the right to transfer the Agreement.
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Not Applicable	Not Applicable

Provision	Articles in the Franchise Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Article 22	You agree that during the term of this Agreement, or during any Renewal Term, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any business that compete directly with the Tea Shop.
r. Non-competition covenants after the franchise is terminated or expires	Article 22	You agree that you will not, for a period of 2 years after the expiration or termination of this Agreement, or after the expiration or termination of any Renewal Term, regardless of the cause of termination, or within 2 years of the sale of the Tea Shop or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any business that compete directly with the Tea Shop. The Agreements contain a covenant not to compete which extends beyond the termination of the franchise.
s. Modification of the franchise agreement	Article 27	The Agreements may only be modified by the parties in writing.
t. Integration/merger clause	Article 32	Only the terms of the Franchise Agreements and other related agreement are binding (subject to applicable state law). Nothing in these agreements, however, is intended to disclaim the representations we made in this franchise Disclosure Document that we furnished to you.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable.
v. Choice of forum	Article 25	Litigation must be in Taiwan.
w. Choice of law	Article 25	Law of the Republic of China (Taiwan) applies (subject to applicable state law). In addition to the provisions noted in the cart above, the Agreements contain a number of provisions that may affect your legal rights, including a waiver of

Provision	Articles in the Franchise Agreement	Summary
		a right to a jury trial, waiver of punitive damages or exemplary damages, and limitations on whether claims may be raised. We recommend that you carefully review all of these provisions, and the entire contract, with a lawyer.

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

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

ITEM 18: PUBLIC FIGURES

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

ITEM 19: REPRESENTATIONS REGARDING EARNINGS CAPABILITY

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mr. Eric Chao, Manager, at

No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.) , 886-4-2389-6909 Ext. 524, intl@tp-tea.com, the Federal Trade Commission, and the appropriate state regulatory agencies."

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary for Year 2019 to 2021

Outlet Type	Year	Outlets at the Start of the year	Outlets at the End of the Year	Net Change
Franchised	2019	1	2	+1
	2020	2	4	+2
	2021	4	6	+2
Company-Owned	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlet	2019	1	2	+1
	2020	2	4	+2
	2021	4	6	+2

Table 2
Transfer of Outlets from Franchisees to New Owners
(Other than the Franchisor) for Year 2019 to 2021

State	Year	Number of Transfer
TOTAL	2019	0
	2020	0
	2021	0

Table 3
Status of Franchised Outlets for Year 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisors	Ceased Operations – Other Reasons	Outlets at End of the Year
CA	2019	1	1	0	0	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
WA	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisors	Ceased Operations – Other Reasons	Outlets at End of the Year
TX	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Total	2019	1	1	0	0	0	0	2
	2020	2	2	0	0	0	0	4
	2021	4	2	0	0	0	0	6

Table 4
Status of Company-owned for Year 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisors	Ceased Operations – Other Reasons	Outlets at End of the Year
Total	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Table 5
Projected New Franchised Outlets as of December 31, 2021

State	Franchise Agreements Signed but Outlets not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-owned Outlets in the Next Fiscal Year
California	0	3	0
Washington	0	1	0
Texas	0	1	0
Total	0	5	0

Below please find our list of franchisees

TPTEA Cupertino & Berkeley Stores

TPLIN Inc.

Juo Lin Chen

1502 Brookvale Drive APT 4, San Jose, CA 95129

(925) 999-6993

TPTEA Seattle ID Stores

HARMONY TEA INC.

Katie-Feiyu Su

6153 159TH PL SE Bellevue, Wa 98006

TPTEA Richardson TX Stores
Taiwan Tea House LLC
Warren Liao
400 N Greenville Ave, Ste 14, Richardson, TX 75081

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

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

ITEM 21: FINANCIAL STATEMENT

Attached as Exhibit A are the audited financial statements of TPTEA USA Inc. as of December 31, 2019, December 31, 2020 and December 31, 2021, and the unaudited financial statements of TPTEA USA Inc. as of _____, 2022.

ITEM 22: CONTRACT

The Following Agreements are exhibits to this Disclosure Documents:

Exhibit B	Franchise Agreement
Exhibit C	Directory of Administrative Agencies
Exhibit D	State-Specific Addenda to the Franchise Disclosure Document and Franchise Agreement
Exhibit E	Acknowledgment Addendum to Franchise Agreement

ITEM 23: RECEIPT

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

Exhibit A

Financial Statement

TPTEA USA INC.

Financial Statements

As of and for the Periods Ended
December 31, 2021, 2020 and 2019

With Independent Auditor's Report

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Independent Auditor's Report

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

Opinion

We have audited the financial statements of TPTEA USA INC.(the Company), which comprise the balance sheets as of December 31, 2021, 2020 and 2019, and the related statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Simon & Edward, LLP

Los Angeles, California

March 4, 2022

TPTEA USA INC.

Balance Sheets

<i>December 31,</i>	<i>2021</i>	<i>2020</i>	<i>2019</i>
ASSETS			
Current Assets:			
Cash	\$ 868,472	\$ 785,239	\$ 467,379
Accounts receivable	14,509	7,853	5,980
Prepaid expenses	56,584	15,600	1,134
Other current assets	23,610	-	-
Total current assets	963,175	808,692	474,493
Non-Current Assets:			
Deferred tax assets	43,302	66,217	5,614
Other non-current assets	68,572	189	189
Total non-current assets	111,874	66,406	5,803
Total asset	\$ 1,075,049	\$ 875,098	\$ 480,296
LIABILITIES AND STOCKHOLDER'S EQUITY			
Current Liabilities:			
Other payable and accrued liabilities	\$ 12,985	\$ 8,410	\$ 8,410
Other payable – related party	133,320	-	-
Unearned revenue	70,838	70,838	20,583
Income tax payable	-	7,420	5,405
Total current liability	217,143	86,668	34,398
Non-current Liabilities:			
Security deposit – non-current	100,000	100,000	30,000
Unearned revenue – non-current	205,212	226,112	-
Total non-current liability	305,212	326,112	30,000
Total liabilities	522,355	412,780	64,398
Stockholder's Equity			
Common stock, no par value; authorized, issued and outstanding 40,000 shares	400,000	400,000	400,000
Retained earnings	152,694	62,318	15,898
Total stockholder's equity	552,694	462,318	415,898
Total liabilities and stockholder's equity	\$ 1,075,049	\$ 875,098	\$ 480,296

See accompanying notes to financial statements

TPTEA USA INC.**Statements of Income**

<i>For the Year Ended December 31,</i>	<i>2021</i>	<i>2020</i>	<i>2019</i>
Revenue	\$ 219,438	\$ 107,054	\$ 66,197
Cost of revenue	(41,328)	-	-
Gross profit	178,110	107,054	66,197
Selling, general and administrative expenses	(64,805)	(46,366)	(57,492)
Operating income	113,305	60,688	8,705
Income before income tax	113,305	60,688	8,705
Income tax expenses	(22,929)	(14,268)	(2,274)
Net Income	\$ 90,376	\$ 46,420	\$ 6,431

See accompanying notes to financial statements

TPTEA USA INC.

Statements of Changes in Stockholder's Equity

	Common Stock				Total
	Shares	Amount	Additional	Retained	Stockholder's
	Issued		Paid-in Capital	Earnings	Equity
Balance as of					
December 31, 2018	40,000	\$ 400,000	\$ -	\$ 9,467	\$ 409,467
Net income	-	-	-	6,431	6,431
Balance as of					
December 31, 2019	40,000	400,000	-	15,898	415,898
Net income	-	-	-	46,420	46,420
Balance as of					
December 31, 2020	40,000	400,000	-	62,318	462,318
Net income	-	-	-	90,376	90,376
Balance as of					
December 31, 2021	40,000	\$ 400,000	\$ -	\$ 152,694	\$ 552,694

See accompanying notes to financial statements

TPTEA USA INC.
Statements of Cash Flows

<i>For the Year Ended December 31,</i>	<i>2021</i>	<i>2020</i>	<i>2019</i>
Cash flows from operating activities:			
Net income	\$ 90,376	\$ 46,420	\$ 6,431
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Deferred income tax	22,915	(60,603)	(6,455)
Change in assets and liabilities:			
Account receivable	(6,656)	(1,873)	(1,917)
Prepaid expense	(40,984)	(14,466)	2,873
Other current assets	(23,610)	-	-
Other non-current assets	(68,383)	-	(189)
Other payable	4,575	-	8,410
Unearned revenue	-	50,255	20,583
Other payable – related party	133,320	-	(768)
Income tax payable	(7,420)	2,015	3,730
Security Deposit – Non-current	-	70,000	30,000
Unearned revenue – Non-current	(20,900)	226,112	-
Net cash provided by operating activities	83,233	317,860	62,698
Cash flows from investing activities:			
Net cash provided by investing activities	-	-	-
Cash flows from financing activities			
Net cash provided by financing activities	-	-	-
Net increase in cash	83,233	317,860	62,698
Cash – beginning of period	785,239	467,379	404,681
Cash – end of period	\$ 868,472	\$ 785,239	\$ 467,379
Supplemental disclosure of cash flow information:			
Cash paid during the year for:			
Income taxes	\$ 48,419	\$ 87,321	\$ 5,000
Interest	\$ -	\$ -	\$ -

See accompanying notes to financial statements

1. PRESENTATION AND NATURE OF OPERATIONS

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

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

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

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

Use of Estimates

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

Adoption of New Accounting Standards

Revenue Recognition -

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

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

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

Accounting Standards Issued but Not Yet Adopted

Leases -

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). The guidance in ASU No. 2016-02 supersedes the lease recognition requirements in ASC Topic 840, Leases (Statement of Financial Accounting Standards No. 13). ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases, along with additional qualitative and quantitative disclosures. The effective date of ASC 842 for all entities other than public companies and not-for-profit entities that have issued or are conduit bond obligors for securities is the fiscal years beginning after December 15, 2021, with early adoption permitted. The Company does not believe the adoption of this ASU would have a material effect on the Company's financial statements.

Credit Losses -

In June 2016, the FASB issued ASU No. 2016-13, (FASB ASC Topic 326), Financial Instruments – Credit Losses: Measurement of Credit Losses on Financial Instruments which amends the current accounting guidance and requires the use of the new forward-looking “expected loss” model, rather than the “incurred loss” model, which requires all expected losses to be determined based on historical experience, current conditions and reasonable and supportable forecasts. This guidance amends the accounting for credit losses for most financial assets and certain other instruments including trade and other receivables, held-to-maturity debt securities, loans and other instruments.

In November 2019, the FASB issued ASU No. 2019-10 to postpone the effective date of ASU No. 2016-13 for all entities other than public companies' fiscal years beginning after December 15, 2022. Early adoption is permitted for periods beginning after December 15, 2018. The Company believes the adoption of ASU No. 2016-13 will not have a material impact on its financial position and results of operations.

Income Taxes -

In December 2019, the FASB issued Accounting Standards Update No. 2019-12—*Income Taxes* (Topic 740): *Simplifying the Accounting for Income Taxes* (ASU 2019-12). The amendments in this ASU simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. The updated guidance is effective for the Company on January 1, 2022. The Company does not expect the impact of the adoption of ASU 2019-12 to be material on its financial statements.

Basis of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities; disclosure of contingent assets and liabilities at the date of the financial statements; and the reported amounts of revenues and expenses during the reporting period. Areas which include significant estimates made by management include, but not limited to, the collectivity of accounts receivable and the reliability of deferred income tax. Actual results could materially differ from those estimates.

Cash and Cash Equivalents

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

Income Taxes

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

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

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

In the normal course of business, the Company is subject to examination by taxing authorities. With few exceptions, the Company is no longer subject to U.S. federal income tax examinations for years before 2018 or state income tax examinations for years before 2017.

3. INCOME TAXES

Income tax expenses consisted of the following for the years ended December 31, 2021, 2020 and 2019:

Year ended December 31, 2021	Federal	State	Total
Current	\$ -	\$ 14	\$ 14
Deferred	23,819	(904)	22,915
Total income tax expense	\$ 23,819	\$ (890)	\$ 22,929

Year ended December 31, 2020	Federal	State	Total
Current	\$ 70,420	\$ 4,451	\$ 74,871
Deferred	(58,580)	(2,023)	(60,603)
Total income tax expense	\$ 11,840	\$ 2,428	\$ 14,268

Year ended December 31, 2019	Federal	State	Total
Current	\$ 6,778	\$ 1,951	\$ 8,729
Deferred	(5,335)	(1,120)	(6,455)
Total income tax expense	\$ 1,443	\$ 831	\$ 2,274

Significant components of the Company's deferred tax assets and liabilities for income taxes on December 31, 2021, 2020 and 2019 consisted of the following:

December 31, 2021	Federal	State	Total
Non-current deferred tax assets			
NOL	\$ 838	\$ -	\$ 838
Prepaid Expense	(238)	(25)	(263)
Prepaid Franchise Cost	(19,319)	(2,035)	(21,354)
Unearned revenue	57,971	6,107	64,078
State taxes	3	-	3
Valuation allowance	-	-	-
Total Deferred tax assets	\$ 39,255	\$ 4,047	\$ 43,302

December 31, 2020	Federal	State	Total
Non-current deferred tax assets			
Prepaid Expense	\$ (238)	\$ (12)	\$ (250)
Unearned revenue	62,360	3,155	65,515
State taxes	952	-	952
Valuation allowance	-	-	-
Total Deferred tax assets	\$ 63,074	\$ 3,143	\$ 66,217

December 31, 2019	Federal	State	Total
Non-current deferred tax assets			
Prepaid Expense	\$ (238)	\$ 137	\$ (101)
Unearned revenue	4,322	983	5,305
State taxes	410	-	410
Valuation allowance	-	-	-
Total Deferred tax assets	\$ 4,494	\$ 1,120	\$ 5,614

4. CONCENTRATION OF CREDIT RISK***Cash***

The Company maintains cash in one account within a financial institution. The standard insurance amount is \$250,000 per depositor under the FDIC's general deposit insurance rules. As of December 31, 2021, 2020 and 2019, uninsured cash balance was \$618,472, \$535,239 and \$217,379.

Major customers

The Company has three major customers, each of which represented 10% or more of the total sales of the Company. Revenue and accounts receivable from the customers for the years ended and as of December 31, 2021, 2020 and 2019 as follows:

Year ended and as of December 31,	Initial Franchise Fee	Royalty Fee	Other Fee	Total Revenue	Accounts Receivable
2021					
Customer A	\$ -	103,106	-	103,106	\$ 9,434
Customer B	30,000	2,325	-	32,325	1,500
Customer C	40,900	40,107	3,000	84,007	3,575
Total	\$ 70,900	145,538	3,000	219,438	\$ 14,509
2020					
Customer A	\$ -	58,330	-	58,330	\$ 6,564
Customer B	30,000	-	-	30,000	-
Customer C	13,633	5,091	-	18,724	1,289
Total	\$ 43,633	63,421	-	107,054	\$ 7,853
2019					
Customer A	\$ -	56,780	-	56,780	\$ 5,980
Customer B	9,417	-	-	9,417	-
Total	\$ 9,417	56,780	-	66,197	\$ 5,980

5. EQUITY

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

6. RELATED PARTY TRANSACTIONS

The Company entered into a service agreement on January 15, 2020 with its parent company, TPTEA CO. LTD. (the Parent company). The term of the agreement is one year, and it was renewed annually. Under the service agreement, the Company is required to pay service fees of \$1,600 per month, which is an annual fee of \$19,200. The services include all kinds of relevant administrative fees for franchise business operations. These services are provided by the Parent company which is a legally registered company in Taiwan. The service fee amounted to \$19,200, \$19,200, and \$Nil for the years ended December 31, 2021, 2020, and 2019, respectively. As of December 31, 2021, 2020, and 2019, the Company had accounts payable for the service fee in aggregate of \$Nil, \$Nil, and \$Nil, respectively.

On December 31, 2021, the Company signed two training and store-opened support agreements for different area franchise businesses with the Parent company. The term of each agreement is in accordance with the original franchise agreement for each area. Pursuant to the agreements, the Company is required to pay training and store-opened supporting fees of a total of \$77,760 and \$55,560. The training and store-opened supporting fees amounted to \$41,328, \$Nil, and \$Nil for the years ended December 31, 2021, 2020, and 2019, respectively. As of December 31, 2021, 2020, and 2019, the Company had other payable for the training and store-opened supporting fees in aggregate of \$133,320, \$Nil, and \$Nil, respectively.

For the years ended December 31, 2021, 2020, and 2019, the Parent company entered into a franchise agreement with TPLIN INC, granting the franchisee the right to use the trademarks, copyright, patents, slogans, signs, logos, color designs, or other corporate symbols as well as the trade secret, techniques, and know-how initiatives provided by the Parent company for the exclusive purpose of operating the franchise business in California (the "Store"). Before the approval of the 2022 Franchise Disclosure Document (FDD), the Parent company internally transferred the franchise operating right to the Company without charging any royalty cost.

The Parent company and the Company submitted the "Notice of Violation" email to the Department of Business Oversight ("Department") under Corporation Code section 31303 and 31304 on November 19, 2018, and March 22, 2019, respectively, for the violation of franchise, in which the Parent company granted the TPLIN INC the right of operating the franchise business in California, without the approval of Franchise Disclosure Document (FDD). The Company received the Approval of Notice of Violation issued by the Department on August 4, 2020. The Parent company consented that any penalty and losses due to the violation would not be transferred to the Company.

7. SUBSEQUENT EVENTS

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

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

UNAUDITED FINANCIAL STATEMENTS

TPTEA USA INC.
Balance Sheet
As of August 31, 2022

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
Checking - 2153	856,113.40
Total Bank Accounts	\$ 856,113.40
Other Current Assets	
Deferred Tax Asset	43,302.32
Deposits	189.00
Prepaid Expenses	756.00
current	7,891.59
Prepaid Taxes	55,449.88
Total Other Current Assets	\$ 107,588.79
Total Current Assets	\$ 963,702.19
Other Assets	
Prepaid Franchise Cost - non-current	68,382.24
Total Other Assets	\$ 68,382.24
TOTAL ASSETS	\$ 1,032,084.43
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	10.00
Total Accounts Payable	\$ 10.00
Other Current Liabilities	
Accrued Expenses	9,975.02
Deferred Revenue	23,571.57
Deposits Received	100,000.00
Total Other Current Liabilities	\$ 133,546.59
Total Current Liabilities	\$ 133,556.59
Long-Term Liabilities	
Unearned Revenue	205,222.83
Total Long-Term Liabilities	\$ 205,222.83
Total Liabilities	\$ 338,779.42
Equity	
Common Stock	400,000.00
Retained Earnings	152,692.99
Net Income	140,612.02
Total Equity	\$ 693,305.01
TOTAL LIABILITIES AND EQUITY	\$ 1,032,084.43

THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OPINION WITH REGARD TO THEIR CONTENTS OR FORM.

TPTEA USA INC.
Profit and Loss
January - August, 2022

	<u>Total</u>
Income	
Franchise Fee	
Income	47,266.20
Royalty Income	111,300.61
Total Income	\$ 158,566.81
Cost of Goods Sold	
Cost of Sales	15,718.64
Total Cost of Goods Sold	\$ 15,718.64
Gross Profit	\$ 142,848.17
Expenses	
Bank Charges & Fees	140.00
Rent & Lease	1,512.00
Total Expenses	\$ 1,652.00
Net Operating Income	\$ 141,196.17
Other Expenses	
Income Tax Expense	584.15
Total Other Expenses	\$ 584.15
Net Other Income	-\$ 584.15
Net Income	\$ 140,612.02

Exhibit B

Franchise Agreement



茶湯會美國股份有限公司

(地區) 區域直營契約書

TPTEA USA INC.

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Area Development Franchise Agreement

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

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

於本契約中，授權人與被授權人個別稱為一方，合稱為雙方。

Franchisor and Franchisee are hereafter individually referred as “Party”

and collectively as “Parties”.

緣授權人之母公司，茶湯會股份有限公司(以下稱「母公司」)，秉持傳承中國唐宋飲茶文化及「以茶聚會」、「以茶宴會友」之精神，於 2005 年 7 月於臺灣臺中創立「茶湯會」品牌。授權人融合累積數十年來的調茶技術，以專業高質感的形象，於臺灣茶飲市場經營「茶湯會」品牌。

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

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

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

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

Whereas, the Franchisor possesses advanced technique, management system, continuous and innovative product development, and knowledge in relation to a unique and distinctive system relating to the development and operation of TP TEA Stores (defined below) establishment with unique

product lines, distinctive fixtures, equipment, interior and exterior accessories, color scheme, inventory and accounting system, of which may be changed, improved, and further developed by Franchisor or Franchisor's affiliates from time to time (hereinafter, the "TP TEA System");

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

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

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

Whereas, In order to further promote the brand as well as the spirit of "TP TEA" to the tea market in __ (hereinafter, "Territory"), both Parties intend to enter into a Franchise Business relationship(defined below).

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

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

第一章 直營授權

Chapter 1 Grant of Area Franchise Rights

第一條 授權標的、範圍與契約期間

Article1 Subject, Scope, and Term

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

1. From _____ to _____, total _ years (hereinafter, the “Initial Term”), exclusively for the purpose to utilize equipment and machinery and raw materials supplied by Franchisor, or suppliers approved by Franchisor to prepare and provide beverage or foods (hereinafter, the “Merchandises”) to consumers within the Territory (hereinafter, the “Franchise Business”), subject to strict compliance of this Agreement and the Brand Identity System and Design Specification Manual (which content includes but not limited to the corporate image standard, supporting coloring, images, related slogans, and sample packaging) amended and provided by Franchisor from times

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

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

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

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

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

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

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

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

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

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

被授權人應依據授權人指示之時間及方法支付區域授權金 10% 之續約授權金（以下稱「續約授權金」），逾期未給付者，續約不生效力：

A 級：續約五(5)年；

B 級：續約三(3)年；以及

C 級：不續約。

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

Grade A: five (5) years;

Grade B: three (3) years; and

Grade C: the Term shall not be renewed.

- 六、被授權人明示同意，僅於被授權人符合下列三項要求之條件下，被授權人始有資格與授權人討論區域總加盟之機會：（1）授權人確認被授權人自生效日起_年內達到本契約【附件 2】具體規範的續約評估要求之總括性評核達 75 分或以上者；（2）授權人確認被授權人自生效日起_年內已開設並持續經營_家營業店鋪；及（3）授權人確認被授權人具有總部運籌機能的適足

能力(包含但不限於：營運管理、教育訓練、倉儲物流等)以處理其區域發展授權計劃中規定的營業店鋪數量。如被授權人符合上述條件，將須與授權人簽訂最新版本之再授權合約，條款、條件及費用將可能與本契約不盡相同。被授權人如符合上述條件並擬再授權第三人(亦即被授權人擬招募當地的次加盟商)，被授權人應以書面向授權人提出申請以進一步協商區域總加盟之授權，如經授權人審查核准，雙方得簽立區域總加盟合約。雙方簽署區域總加盟合約後，被授權人始可將加盟事業再授權第三人。

6. The Franchisee expressly agrees that only if Franchisee meets all the three requirements stated below shall it be qualified and eligible to discuss with Franchisor about the opportunity of conducting master franchise : (1) Franchisor confirms that within __ years following the Effective Date, the Franchisee has consistently obtained equal or more than 75 points per annual evaluation of the Renewal Assessment Report as listed in Appendix 2; (2) Franchisor confirms that within __ years following the Effective Date, the Franchisee has opened and continued to operate __ Stores; and (3) Franchisor confirms that Franchisee has possessed sufficient operational capacity as a headquarter (including, but not limited to, operational management, training, and logistics management, etc.) to manage the number of Stores as required in the Area Development Plan. If Franchisee meets all the conditions stated above, Franchisee will be required to sign Franchisor's then-current form of Franchise Agreement, which may contain terms, conditions and fees which are materially different from the terms contained in this Agreement. If Franchisee desires to sub-license to a third party (meaning Franchisee desires to recruit local sub-franchisee), it shall apply to Franchisor in

writing for further negotiation of license of master franchise. The master franchise agreement may be executed by both Parties after the Franchisee's application is reviewed and approved by Franchisor. The Franchisee may sub-license the Franchise Business to a third party only after the master franchise agreement is duly executed.

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

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

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

授權人應擔保所授權之茶湯會商標、著作、專利、標語、標誌、招牌圖案、顏色搭配或其他企業象徵、所提供之營業店鋪設計圖、營業秘密、技術及訣竅 (know-how) 均為合法取得並可合法授權予被授權人，且擔保被授權人於授權範圍內使用者，不構成侵害他人之權利。

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

第三條 獨家授權 Article 3 Exclusive Licensing

一、授權人同意在授權地區內依第 1 條所定給予被授權人獨家授權，

授權人不得再對他人授權。但被授權人僅於符合 (1) 簽約後的 ____ 年內如果達 ____ 間店且區域經營總括性評核達 75 分或以上者, 以及 (2) 契約期間持續達成展店計劃(附件 3) 且區域經營總括性評核達 75 分或以上者, 才可保有獨家授權。未符合者, 並經授權人書面(含電子信件)通知後, 獨家授權即失其效力, 授權人得再將品牌授權他人使用或加盟。

1. Franchisor agrees to grant Franchisee the exclusive franchise as defined in Article 1 herein within the Territory and shall not grant any third party the same subject. However, only if the Franchisee has (1) established and continued to operate ____ stores within ____ years following the signing of this Agreement and consistently obtained equal or more than 75 points per annual evaluation of the Renewal Assessment Report, and (2) continued to reach the number of Stores as planned in the Area Development Plan (Appendix 3) and consistent obtained equal or more than 75 points per annual evaluation of the Renewal Assessment Report within the Term. If any of the above conditions has not been met, the right of exclusive franchise will be terminated upon Franchisor's written notice (including via email) and Franchisor may license the brand or grant the franchise to any third party.

- 二、於本契約期間內, 被授權人如知悉可供開店之地點, 應立即將地點告知授權人以供評估, 並提供所有關於該地點必要之資訊。被授權人同時應提供一份租約或買賣契約之影本供授權人審閱及留存。授權人會在收到所有關於該地點的文件及資訊後之十 (10) 個工作日內以書面通知被授權人是否同意於該地點開店。在授權人尚未以書面同意地點以前, 被授權人不得於該地點進行工程施作。無論如何, 被授權人都必須在簽署本契約後六十 (60) 個日曆日內選定第一年應開設營運之營業店鋪據點並提供

授權人審閱及複核，違反此項者授權人有權立即終止本契約並不再另行通知。

2. Once Franchisee becomes aware of an available site during the Term of this Agreement, Franchisee shall submit the site for Franchisor's consideration immediately and provide Franchisor with all required information about the site. Franchisee shall also meanwhile provide a copy of the lease or purchase agreement for Franchisor's review and record. Franchisor will provide Franchisee with written notice of approval or disapproval of the site within ten (10) business days upon receiving all documentation and information related to the site. Franchisee may not begin any construction on the site until Franchisor has approved such site in writing. In any event, Franchisee shall, within sixty (60) calendar days from the execution of this Agreement, identify and propose the Store site(s) to be opened and operating in the first year for Franchisor's review and approval, otherwise Franchisor shall be entitled to terminate this Agreement immediately without further notice.
- 三、除非授權人事前書面同意，被授權人不得變更營業店鋪位址。本契約並未同意被授權人可於任何其他位址以茶湯會商標營運營業店鋪或販售任何產品或服務。
3. Franchisee will not relocate the Stores without Franchisor's prior written consent. This Agreement does not grant Franchisee the right or license to operate the Stores or to offer or sell products or services at or from any other location by utilizing TP TEA Trademarks.
- 四、被授權人必須自行取得在營業店鋪位址所在地相關法令或法規所規定之區劃許可。被授權人應在營業店鋪動工前，取得相關許可，以便得以合法動工及裝潢營業店鋪。應被授權人的要求，授權人將提供合理協助，但被授權人必須負擔成本費用。

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

第三條之一 被授權人再授權他人之限制

Article 3-1 Restriction on Sub-Franchise by Franchisee

一、被授權人應以直營方式展店為限。除被授權人符合第一條第六項之條件，且經雙方簽署區域總加盟契約，被授權人不得將本契約第一條規定之授權標的，再授權任何第三人使用，包括但不限於其非百分百持有子公司或關係企業。如授權人有授予被授權人再授權之權利，再授權之範圍及期間均不得超過授權人授權被授權人之範圍。違反此項者授權人有權書面(含電子信件)通知被授權人立即終止本契約。

1. Franchisee shall establish direct operation Stores only. In the event that Franchisee intends to establish a Store through its affiliate, the shares or capital in such affiliate shall be completely, one hundred percent (100%) owned by Franchisee, and a prior written consent by Franchisor for such establishment of a Store is required. Unless the Franchisee meets the requirements under the Paragraph 6 of Article 1 and a master franchise agreement is signed by both Parties, Franchisee shall not sub-license the franchise as stipulated in Article

1 of this Agreement to any third party, including but not limited to its subsidiaries or affiliates that are not wholly owned by Franchisee. If Franchisor grants such right to sub-license, the scope and term of the sub-license by Franchisee shall not exceed the scope and term granted by Franchisor to Franchisee. In the event of breach by Franchisee, Franchisor shall be entitled to notify Franchisee in writing (including via e-mail) to terminate this Agreement immediately.

第四條 權利歸屬 Article 4 Rights of the Parties

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

1. Franchisor owns the rights or intellectual property rights in the goodwill, trade secrets, techniques, know-hows, TP TEA Trademarks, copyright, patents, slogans, signs, logos, graphs, color designs, melody, taste, or other corporate symbols granted as well as the Stores designs, the manner of furnishings provided by Franchisor for the use of Franchisee. Franchisee does not own any of the aforementioned rights.

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

2. Franchisor owns the copyright in all works provided to Franchisee

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

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

3. With regard to the trade secrets, techniques, know-hows, TP TEA Trademarks, copyright, patents, slogans, signs, logos, graphs, color designs, melody, taste, other corporate symbols or any information provided by Franchisor which may become a subject of intellectual property rights, Franchisee shall not directly or indirectly apply/register for or assist any third party to apply/register for any trademarks, patents, intellectual property rights or other exclusive rights in any country. In the event of breach by Franchisee, Franchisee shall withdraw such application on its own or shall request and procure the third party to withdraw the application, or Franchisee shall transfer the rights on its own or request the third party to transfer the right thereof to Franchisor unconditionally.

四、未得授權人事前書面許可，被授權人不得透過郵件或其他電子媒介，包括網路，使用茶湯會商標以廣告或販售產品或服務。授權人對於有茶湯會商標之任何網路使用的同意權範圍包括：網域名稱及網站網址及網站內容，以及其他網站的連

結。只有授權人才有權設立網路首頁並使用茶湯會商標，並且對被授權人規範首頁連結做規範。此外，授權人有權設定被授權人營業店鋪的社群帳戶名稱，包括但不限於臉書粉絲網頁。未經授權人事前書面同意，被授權人不得設定其營業店鋪之社群帳戶名稱。

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

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

害。

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

六、被授權人不得使用 TPTEA、TP TEA 或茶湯會，或任何授權人公司名稱、茶湯會商標或任何有混淆之虞的名稱在企業名稱上，有限責任公司或其他組織名稱、電郵地址、電子識別系統或網路網域名稱。例如，被授權人的企業名稱不得包含授權人公司名稱任何一部份或茶湯會商標或變形標示，被授權人也不得將被授權人的名稱與茶湯會商標連結以廣告被授權人的營業店鋪（例如 John Smith 的茶湯會）。如果授權人認可被授權人可以在被授權人的企業使用茶湯會商標時，例如信頭、發票、訂單、收據或契約，被授權人必須清楚表明被授權人之身份，而被授權人與授權人是各自獨立運作的。

6. Franchisee cannot use the names “TPTEA”, “TP TEA” or “茶湯會”, any of Franchisor’s company names, TP TEA Trademarks, or

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

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

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

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

負責。

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

第五條 授權限制 Article 5 License Limitation

- 一、被授權人不得於授權地區經營營業店鋪之目的範圍外，或於契約期間屆滿後，或於本契約經終止後，自行或使他人使用或利用授權人所授權之茶湯會商標、著作、專利、標語、標誌、招牌圖案、顏色搭配或其他企業象徵、營業店鋪設計圖、授權人之技術指導內容、教育訓練手冊內容、營業秘密、技術或訣竅(know-how)，被授權人應於授權人通知後立即拆除、移除及銷毀之。如本契約屆滿或終止時，被授權人即不得自己或使他人生產銷售授權商品。所有授權人所提供或被授權人依本契約製作之美術設計（包括但不限於顯示圖、圖面或3D立體模型）都必須返還給授權人。

1. Franchisee shall not, personally or through any third party, use or utilize the TP TEA Trademarks, copyright, patents, slogans, signs, logo graphs and color designs granted by Franchisor, or other Franchisor's corporate symbols, design layouts, technical guidance and education and training manuals, trade secrets, techniques or know-hows outside the scope and purpose of operating Stores in the Territory or after the Agreement is expired or terminated. Franchisee shall dismantle, remove or destroy all aforementioned information provided by Franchisor upon receipt of Franchisor's notice. Upon the expiration or termination of this Agreement, Franchisee shall neither by itself nor authorize others to manufacture or sell the licensed Merchandise. All art designs (including but not limited to any diagrams, drawings or three-dimensional models) provided by Franchisor or created by Franchisee under this Agreement shall be returned to Franchisor.
- 二、除經授權人事前書面同意者外，被授權人不得自己或使他人、幫助他人將授權人所授權之茶湯會商標、著作、專利、標語、標誌、招牌圖案、顏色搭配或其他企業象徵、營業店鋪設計圖、營業秘密、技術或訣竅(know-how)，予以改良或改作，包括但不限於：以授權人提供的配方為基礎予以改良而產生其他口味之飲品、將授權人之圖形著作予以改作而產生之著作。被授權人違反此約定而產生之資訊、衍生之權利或智慧財產權，視為同意移轉給授權人，授權人取得該資訊及衍生之權利或智慧財產權。
2. Unless otherwise agreed by Franchisor's prior written consent, Franchisee shall not personally or through any third party modify or adapt, nor assist any third party to modify or adapt any of the TP TEA Trademarks, copyright, patents, slogans, signs, logo graphs,

color designs granted by Franchisor, or other corporate symbols, design layouts, trade secrets, techniques or know-hows of Franchisor, including but not limited to: any drink flavor based on modification of the formula provided by Franchisor, or any work created pursuant to the adaptation of graphic designs provided by Franchisor. In the event of any breach of terms hereof by Franchisee, all information, derivative rights or intellectual property rights arising thereof are deemed to be transferred to Franchisor. Franchisor is entitled to obtain such information and all rights or intellectual property rights arising therefrom.

第二章 授權金、權利金及費用之負擔

Chapter 2 Franchise Fee, Royalties and Expenses

第六條 區域授權金 Article 6 Initial Franchise Fee s

一、被授權人應支付授權人美金____元(\$____)之「授權金」(其中包含授權地區內每一個區域(如：郡等)的首二(2)間授權費及美金伍萬元之技術移轉費)；以及每一個區域內第三(3)間店(含)起，每店美金____元(\$____)的「展店授權金」(合稱「區域授權金」)至授權人指定之銀行帳戶。不論被授權人依第三條第一項之規定之獨家授權是否被終止，被授權人不得主張按契約期間比例或營業店鋪數量比例退還區域授權金。如因被授權人違約而經授權人終止本契約者，被授權人不得請求返還區域授權金全部或一部。

1. Franchisee shall pay a total amount of _____(\$_____) in United States Dollars, which includes Franchise Fee for the first two (2) TPTEA Shops to be located in one designated region (such as county) within the Territory ; an amount of Fifty Thousand (\$50,000)

in United States Dollars as Technology Transfer Fee; and an amount of _ (\$) in United States Dollars per Store as Expansion Fee after the second TPTEA Shop within the designated region (Franchise Fee, Technology Transfer Fee and Expansion Fee are hereinafter refer as the “Area Franchise Fee”) to the bank account designated by Franchisor. During the Term, Franchisee may not claim any refund on the Area Franchise Fee on a pro rata basis based on duration of Term or number of Stores, no matter whether sole license according to Paragraph 1 of Article 3 is terminated or not. If Franchisor terminates this Agreement because Franchisee breaches this Agreement, Franchisee does not have any right to demand refund of the Area Franchise Fee in whole or in part.

二、被授權人應於本契約簽訂後三(3)個工作日內，給付予授權人「授權金」全額。被授權人應每月提供店裝審圖以認定實際展店數以利計算「展店授權金」之應收金額，並於次月 10 日前完成支付。如有被授權人應代授權人扣繳稅務之情形時，被授權人應通知授權人並提供扣繳稅務之相關資料。被授權人應就給付授權人之授權金依法令扣繳適當的預扣稅，給付此等扣繳稅額予適當的主管機關，並應於支付上述「區域授權金」後之三十(30)個日曆日內，提供相關納稅憑證予授權人。區域授權金之給付方式依授權人指定，所有衍生之手續費或其他費用由被授權人負擔。如兩個司法管轄權之間，有適用之租稅優惠條款，被授權人應自費為授權人提供合理之協助。如因被授權人違約致生糾紛或違法，被授權人應賠償授權人因此發生之一切損害。

2. Franchisee shall pay the whole amount of the Franchise Fees within three (3) business days following the signing date of this Agreement. Franchisee shall provide floor and architectural plan for our review

and to confirm the actual store numbers to calculate the Store Expansion Fees on a monthly basis. Franchisee has to pay the Store Expansion Fees prior to the 10th of the following month. In the event that Franchisee is required to withhold taxes on behalf of Franchisor, Franchisee shall inform Franchisor and provide documents relating to the withholding tax. Franchisee shall deduct the applicable withholding taxes accordingly that are required by law and regulation from the amount of Area Franchise Fee payable to Franchisor, pay such withholding tax to applicable authorities, and provide relevant tax payment certificate or equivalent proof of tax payment to Franchisor within thirty (30) calendar days after paying the above mentioned Area Franchise Fees each time. Franchisor will designate the method of paying the Franchise Fees, and Franchisee shall bear all transactional charges and other expenses thereof. If there is an applicable tax preference treaties between the two jurisdictions, Franchisee shall provide reasonable assistance to Franchisor at Franchisee's sole cost. Franchisee shall indemnify Franchisor any and all damages incurred if there is any dispute or incompliance due to Franchisee's breach or nonperformance.

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

人應賠償授權人因此發生之一切損害。

3. For any and all payments of expenses and fees made under this Agreement to Franchisor, Franchisee shall deduct the applicable withholding taxes accordingly that are required by law and regulation from the amount payable to Franchisor, pay such withholding tax to applicable authorities, and provide relevant tax payment certificate or equivalent prove of tax payment to Franchisor within thirty (30) calendar days after paying the above mentioned payments. In the event that Franchisee is required to withhold taxes on behalf of Franchisor, Franchisee shall inform Franchisor and provide documents relating to the withholding tax. If there is an applicable tax preference treaties between the two jurisdictions, Franchisee shall provide reasonable assistance to Franchisor at Franchisee's sole cost. Franchisor will designate the method of paying the Franchise Fees, and Franchisee shall bear all transactional charges and other expenses thereof. Franchisee shall indemnify Franchisor any and all damages incurred if there is any dispute or incompliance due to Franchisee's breach or nonperformance.

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

4. If Franchisee is late in paying payments due, in whole or in part, to Franchisor, Franchisee shall also pay Franchisor Franchisee's then-current late payment and interest on the unpaid amount calculated from the date due until such late payment is paid-off at the annual

rate of sixteen percent (16%), or the highest rate allowed by law, whichever is higher. Franchisee shall also pay all collection charges incurred by Franchisor to collect fees that are due, including reasonable attorneys' fees.

第七條 權利金 Article 7 Royalties

一、被授權人應按各營業店鋪之每月營業額 (不含當地消費稅)之百分之__ (__ %), 於次月十日(10th)前(遇假日順延), 支付當月權利金予授權人, 給付之幣別為__, 如有被授權人應代授權人扣繳稅務之情形時, 被授權人應通知授權人並提供扣繳稅務之相關資料。被授權人應就給付授權人之權利金含預扣稅稅額之總額, 按法規要求繳納適當之預扣稅, 給付此等扣繳稅額予適當的主管機關, 並於支付上述權利金後之三十(30)個日曆日內, 提供相關納稅憑證予授權人。如兩個司法管轄權之間, 有適用之租稅優惠條款, 被授權人應自費為授權人提供合理之協助。被授權人應遵守本地法律與法規。權利金之給付方式依授權人指定, 所有衍生之手續費或其他費用由被授權人負擔。如因被授權人違約致生糾紛或違法, 被授權人應賠償授權人因此發生之一切損害。授權人有查核營業額之權利, 被授權人應依授權人之要求提供真實完整之帳冊及憑證予授權人。被授權人擬與第三方外送平台合作時, 應於與第三方外送平台簽訂契約前, 將被授權人擬與第三方外送平台合作之詳細條件 (包括但不限於佣金、手續費、服務費等) 及契約初稿送交授權人審核。經授權人書面同意後, 被授權人始可與第三方平台簽訂合約, 被授權人並應於與第三方平台合約簽訂後三天內, 提供授權人該第三方平台之對帳方式、實收佣金、手續費、服務費及各項費用, 後台報表查

詢帳號密碼、報表欄位說明，及授權人要求的其他相關資訊。被授權人經由授權人書面同意而與第三方外送平台合作所產生之營業額不計入前述計算權利金之營業額，而應按下列計算方式另計被授權人應付之權利金：「當月經外送平台銷售營業額-甲方認定得扣除之項目」*權利金百分比。

1. Franchisee shall pay royalties to Franchisor in the amount of percent (___%) of the revenue (excludes local sales tax) of each Store in a given month before the tenth (10th) day of the subsequent calendar month (subjected to be postponed upon holiday), and the payment shall be made in _____ Dollars. In the event that Franchisee is required to withhold taxes on behalf of Franchisor, Franchisee shall inform Franchisor and provide documents relating to the withholding tax. Franchisee shall pay the applicable withholding taxes based on the subtotal royalty amounts including withholding taxes to applicable authorities accordingly that are required by law and regulation, and provide relevant tax payment certificate or equivalent prove of tax payment to Franchisor within thirty (30) calendar days after paying the above mentioned royalties. If there is an applicable tax preference treaties between the two jurisdictions, Franchisee shall provide reasonable assistance to Franchisor at Franchisee's sole cost. Franchisee shall be in compliance with local applicable tax laws and regulations. Franchisor will designate the method of paying the royalties, and Franchisee shall bear all transactional charges and other expenses thereof. Franchisee shall indemnify Franchisor any and all damages incurred if there is any dispute or incompliance due to Franchisee's breach or nonperformance. Franchisor is entitled to verify the revenue of the Stores, and

Franchisee shall provide Franchisor with the actual and complete book records as well as all credential documents as requested by Franchisor. In case Franchisee desires to cooperate with any third party delivery platform, Franchisee shall provide detail information related to the cooperation between Franchisee and the third party delivery platform (include but not limited to commission percentage, handling fees and service fees) and drafted contract for Franchisor's review. Only after Franchisor consents in writing may Franchisee execute contracts with third party delivery platform. Within three (3) days after Franchisee and third party delivery platform execute contracts, Franchisee shall provide Franchisor information related with method to verify statement of accounts, commission rate that Franchisee and third party delivery platform have agreed, identification account name and password for inquiry of backend statements and reports, and column description of backend statements and reports, and other information required by Franchisor. Sales generated by third party delivery platform that Franchisor has agreed in writing will not be included in the aforementioned assessment of Royalties, and Royalties for such sales will be assessed by the following method instead:

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

二、授權人得查核被授權人每月各店營業額，且被授權人應提供授權人所需之完整資訊，包括但不限於相關帳冊及憑證，以及授權人要求之各種資訊。被授權人提供授權人之資訊不得有不實、不完整或有誤導性。如被授權人支付授權人的權利金不足

本第七條第一項規定之比例時，被授權人應於授權人通知後五(5)個工作日內補繳權利金短差金額，如權利金短差金額超過百分之三(3%)時，被授權人並應負擔授權人之查核費用。

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

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

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

- 四、被授權人應於收到授權人要求通知後的十(10)個工作日內，依授權人之選擇 (a)提供授權人所指定的文件影本，或(b)於授權人可以接受的地點，允許授權人進入調閱資料並留存副本以供查核。
4. Within ten (10) business days after receiving Franchisor's request notice and at Franchisor's option, Franchisee shall (a) provide Franchisor with photocopy of those required records, or (b) at a location acceptable to Franchisor, provide Franchisor access to any required records that Franchisor specify for examination and photocopying by Franchisor.
- 五、授權人將保存被授權人提供給授權人含有機密資訊的資料，機密資訊指標示其為機密，且一般人會合理認為其為機密的資訊。但授權人有權發佈 TP TEA 系統的計畫跟政策等一般資訊而提供授權加盟資料給受讓人或可能的受讓人時，將其揭露給因為租賃關係有權知悉之人、營業店鋪的受讓人及可能的受讓人，授權人也有權應法規或法律程序要求揭露這些資訊。
5. Franchisor will keep any records Franchisee provides to Franchisor that contain confidential information of Franchisee's confidential, provided such records are marked confidential and, by their nature, would be considered by a reasonable person to be confidential, but Franchisor may release information to any person entitled to it under any lease, to a prospective transferee of the Stores, in connection with anonymous general information disseminated to Franchisor's franchisees and prospective franchisees, in the formulation of plans and policies in the interest of the TP TEA System, or if required by law or any legal proceeding.

第八條 履約保證金 Article 8 Security Deposit

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

Upon the execution of this Agreement, Franchisee shall provide a cash security deposit in the amount of __ United States Dollars (US\$__) (hereinafter, the “Security Deposit”) as an interest-free guarantee for fulfilling the obligations of this Agreement. Franchisor may (but not obligated) deduct the Security Deposit in the event of any damages or expenses suffered or incurred by Franchisor resulting from or in connection with the breach or failure of performance by Franchisee; and when the amount of Security Deposit is not enough for any deduction or is less than _ United States Dollars (US\$__), Franchisee shall make up the deficiency within three (3) days after receiving Franchisor’s notice. The Security Deposit will be returned to Franchisee without interest upon the expiration or termination of the Agreement if Franchisee has not breached the Franchise Agreement that shall be payable by deducting the Security Deposit.

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

一、總部主管視訪費用

營業店鋪籌備前，授權人將會安排其代表至當地進行實地市場調查並審查被授權人提議的營業店鋪位址（以下稱「位址提

案」)。該授權人代表之臺灣境內交通費由授權人負擔，被授權人應負擔該授權人代表之機票、已抵達當地之交通及食宿費用。被授權人應於授權人所定期間內，提供其位址提案及市場調查視察行程之規劃予授權人事先書面確認，使授權人之代表人得以進行上述實地市場調查。

1. Initial assistance prior to first Store preparation expense

Franchisor will arrange its representative(s) for on-site market research and reviewing the sites of the Stores as proposed by Franchisee (hereinafter, the "Location Proposal") before Stores preparation. Franchisor shall be responsible for its representative's domestic transportation in Taiwan, and Franchisee shall be responsible for air tickets, the local board and lodging and transportation. The Franchisee shall, within the period as designated by Franchisor, provide Franchisor the Location Proposal and the planning and schedule for the market research and review for Franchisor's prior written confirmation, so that the Franchisor's representative may conduct afore-mentioned on-site market research and review for proposed sites of the Stores.

二、技術移轉階段

被授權人應為第一間營業店鋪配置至少五(5)位員工（均應有相關餐飲經驗，且應為被授權人規劃未來擔任管理職務之人選），且前述指定員工應在授權人明定期限內完成授權人在臺灣所辦理之各種訓練課程及十三(13)崗位鑑定，崗位鑑定之方式如【附件 4】，相關訓練與鑑定費用由被授權人負擔。若有必要，被授權人得自行指派翻譯人員，且該名翻譯不含在被授權人指定受訓員工當中。如被授權人指定之員工無法成功且即時的完成上述各種訓練及鑑定的要求，授權人得終止本契約。

2. Technique Transfer Stage:

For the operation of the first Store, Franchisee shall designate at least five (5) employees (all designated employees shall have experience in food service industries, and shall be those that Franchisee plan to promote to management positions), and afore-mentioned employees designated by Franchisee shall, within the time frame specified by Franchisor, complete all the training courses and pass thirteen (13) positions evaluation held by Franchisor in Taiwan, and the methods of evaluation are specified in Appendix 4 and all necessary expenses arising from training and evaluation shall be borne by Franchisee. If an interpreter is needed, Franchisee shall appoint such interpreter at its own expenses; however, the interpreter shall not be included as one of the employees to be trained. If afore-mentioned employees designated by Franchisee fail to successfully and timely complete all training and evaluation as described above, Franchisor may terminate this Agreement.

三、首三(3)間店開業前輔導階段

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

3. First Three (3) Stores Training Period:

Franchisee shall be responsible for the expenses of local board and lodging, air tickets, transportation, work permits/visa application, and other documents for Franchisor's staff to provide coaching for opening of Stores in the Territory. Franchisor shall be responsible for its training staff's salary. Franchisor shall provide a one-time

training session to Franchisee to help Franchisee to operate the Stores; and if Franchisee has additional training needs, Franchisor will provide additional quote. Franchisee shall be responsible for Franchisor's training staff's personal safety, and provide necessary assistance.

四、例行評核及輔導階段

營業店鋪運作後，授權人至授權地區內之例行性評核及現場輔導所需之工作證及其他證件申請費用由被授權人負責，其餘費用均由授權人自行負擔。被授權人應負責授權人輔導人員在當地之人身安全，盡全力協助授權人輔導人員之必要需求。除上述例行評核外，如需授權人協助輔導教育訓練，授權人將另行報價。如被授權人未通過授權人之評核者，授權人得至授權地區再進行教育訓練至被授權人通過為止，授權人訓練人員之薪資、住宿、餐食、機票、交通、工作證及其他證件申請費用，均由被授權人負責。

4. The Routine Evaluation and Counseling Stage:

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

board and lodging, air tickets, transportation, work permits/visa and other related documents application.

五、第四間(含)營業店鋪以後

被授權人於籌備或經營第四間以後（含第四間）之營業店鋪時，若被授權人仍需授權人教育訓練及開店協助，授權人可以應被授權人的書面要求，提供報價。授權人將會指派一 (1)位營運顧問至營業店鋪提供顧問諮詢。被授權人同意在收到授權人付款通知後七個工作日內必須支付以下費用。

- (1) 營運顧問的報酬為每人每日美金參佰元(US\$300)。
- (2) 營運顧問的來回經濟艙機票；及
- (3) 在地交通費用、膳食及三星級以上之旅館住宿費用及其他應被授權人的需求衍生的合理花費。

5. After and including the fourth Store :

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

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

六、被授權人至臺灣受訓且通過授權人在臺灣辦理之各種訓練課

程及崗位鑑定數之人員，應於被授權人開業時配置至各營業店鋪。

6. Franchisee's personnel who have been trained by Franchisor in Taiwan and certified by Franchisor in various training courses shall be assigned to Stores when Franchisee opens the business.

七、被授權人應於授權地區設立訓練單位，以利培養營業店鋪營運人員。被授權人之每間營業店鋪開店時應配置通過被授權人訓練單位之各種訓練課程及崗位鑑定數人員共三(3)人七(7)崗，崗位鑑定之方式如【附件 4】。

7. Franchisee shall set up training units in the Territory to facilitate the operating Stores staff training. Each Stores opened by Franchisee should be equipped with three (3) employees who are capable of handling seven (7) positions and who have passed variety of training courses and certification. Test for stations and standard of assessment are prescribed in Appendix 4.

第三章 營業店鋪之經營管理原則

Chapter 3 Management Principle for the Stores

第十條 一般原則 Article 10 General Principle

一、為維持授權人企業形象及品質之一致性，雙方合意每間營業店鋪應符合授權人之裝潢設計原則（但水電及消防由被授權人委任當地合法之專業技師設計，交由授權人備查），營業店鋪內之佈置、文宣、動線、設備或商品品項之陳列方式應符合授權人之要求或指示，被授權人應使用授權人供應或授權人所指定之原物料及設備。被授權人於經營加盟事業時，應遵守授權人提供之技術指導及教育訓練。每間營業店鋪所銷售之商品品項及售價應符合【附件 5】經授權人核示確認之銷售商品品項及

價格。

1. In order to maintain the consistency of Franchisor's corporate image and quality, both Parties agree that each Stores must comply with Franchisor's design principles (but Franchisee shall appoint a qualified local professional technician to design layouts for utilities and fire safety; and submit all information to Franchisor for reference). Layouts, advertisement, traffic flow, equipment or display of Merchandise for the Stores must comply with Franchisor's requests or instructions, and Franchisee shall use the raw material and the equipment supplied or designated by Franchisor. Franchisee shall also comply with the technical guidance and education and training provided by Franchisor when operating the Franchise Business. All Merchandises of all the Stores as well as the prices thereof shall be in compliance with the list of Merchandises and price specified in Appendix 5.

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

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

三、 被授權人於每間營業店鋪即將籌備完成時，應先通知授權人，並應將營運日及試營運日通知授權人。被授權人並應將已籌備完成之營業店鋪內之環境照片提供給授權人，供授權人進行檢視，經授權人核可後，始得開始營業。如授權人認為照片有不足者，得請求被授權人提供指定區域之照片。授權人亦得派人

至營業店鋪進行實地查驗。被授權人知悉並同意被授權人未得到授權人書面授權前不得開設營業店鋪營利，而授權人書面許可的前提是被授權人必須嚴格遵守本契約。

3. When completing the preparation of each Store, Franchisee shall firstly notify Franchisor of the completion, date of trial operation and date of operation of the Stores. Franchisee shall provide Franchisor with photos showing the interior of the Stores so that Franchisor may inspect the completed works. If Franchisor believes the photos are insufficient, it may request Franchisee to provide photos showing a designated area of the Stores. Franchisor may also send personnel to conduct on-site inspection. Franchisee acknowledges and agrees that it shall not open the Stores for business without Franchisor's written authorization, and such written authorization to open is conditioned upon Franchisee's strict compliance with this Agreement.

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

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

(一) 被授權人應通盤瞭解當地之食品安全衛生及進口相關法律、法規及行政命令之內容暨其修正案，並向授權人提出完整、正確且即時之報告，報告之內容應足以使雙方辨識所提供之原物料是否符合當地之食品安全衛生及進口相關法律、

法規及行政命令，包括但不限於：禁止食品添加物名稱與容許添加物之含量等。如被授權人提出之報告不完整、錯誤、有誤導性或非最新之規定，導致授權人提供之原物料違反當地之食品安全衛生及進口相關法律、法規及行政命令者，被授權人不得主張授權人債務不履行或請求賠償，且應賠償授權人因此所受之損害及損失。

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

- (二) 被授權人不得為違法之行為，包括但不限於：違反健康（營養、菜單標示）、衛生、禁煙、就業平等、職業安全與健康管理、歧視、聘僱，資料保護和隱私、稅務和性騷

擾法律。 相關殘疾人法案可能要求所有公共設施均須符合殘疾人士需求，使其能獨立且便利的到達，由於此規定會影響被授權人的建築、場地設計、入口坡道、門、座椅、洗手間及飲水設施等，被授權人亦須取得房產證、執照，和營運許可。此外，地方法律法規也規範企業處理食物和食品，特別是冷藏和冷凍食品項目，這些法律亦將適用於被授權人的營業範圍。被授權人亦應注意，當地衛生行政部門有權檢查營業店鋪，以確保能符合食品安全操作規範和廚房設備充足。被授權人亦不得有任何侵害消費者或他人權利之行為，不得雇用非法外籍勞工、童工或放任工作場所發生性別歧視、性騷擾之情形。如被授權人有違反前述任何法律或法規之情事，授權人得定期限催告改善，逾期被授權人仍未改善，授權人則得終止契約，且被授權人不得請求返還任何區域授權金及權利金，被授權人除應自行負擔法律責任外，尚應賠償授權人所支出之訴訟費、律師費及所受之損失。

- (2) Franchisee shall not violate any applicable laws, including but not limited to: health (nutrition, menu labeling), sanitation, no smoking, equal opportunity employment, occupational safety and health, discrimination, employment, data security and privacy, tax, and sexual harassment laws. Applicable law related to disabilities may require readily accessible accommodations for individuals with disability and that may affect Franchisee's building construction, site design, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. Franchisee shall also obtain real estate permits, licenses, and operational licenses. Local laws and regulations also regulate businesses handling food and food products, in particular

refrigerated and frozen food items, and these laws and regulations will apply to Franchisee's business. Franchisee shall also take note that local health departments may inspect Stores to ensure compliance with safe food handling practices and adequacy of kitchen facilities. In addition, Franchisee shall not harm the rights of consumers or any third party; employ illegal foreign workers, child labor or allow any sexual discrimination or sexual harassment of any kind in the work place. In the event of any breach of afore-mentioned applicable laws by Franchisee, Franchisor may notify Franchisee to correct the breach within a specified period. If Franchisee fails to correct the breach within the period specified by Franchisor, Franchisor shall be entitled to terminate this Agreement and no refund for any Area Franchise Fee and royalties; and Franchisee shall not only bear the legal liabilities on its own but also compensate Franchisor for all litigation costs and attorney fees incurred as well as all damages arising therefrom.

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

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

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

(4) In the event that a third party claims against Franchisee or if

Franchisee is subject to administrative action or sanction by the government, Franchisee shall take the initiative in investigating the facts and appointing professional attorneys to carry out legal remedial procedures.

(五) 如有第三人於授權地區侵害授權人之商標權、著作權、專利權或營業秘密等智慧財產權者，授權人得授權委任被授權人進行訴訟等權利救濟程序、和解及強制執执行程序，並得提供被授權人進行前開程序時所需之協助。如果授權人授權委任被授權人，被授權人應於知悉侵權事實後或經授權人通知後十(10)個工作日內，依法進行權利救濟程序或進行和解，並積極處理並委任當地熟稔相關領域之專業律師進行訴訟等權利救濟程序、和解及強制執执行程序，全部費用（包含委任律師之費用）由被授權人負擔。就第三人所給付之損害賠償金或和解金扣除前述訴訟費用後，其中百分之三(3%) 分配予授權人，其中百分之九十七(97%)分配予被授權人。

(5) If a third party infringes Franchisor's intellectual property right such as trademarks, copyright, patents, or trade secrets in the Territory, Franchisor may authorize Franchisee to initiate remedial proceedings such as litigation, settlement, and compulsory enforcement, and may provide any assistance needed for Franchisee to proceed with the proceedings. In the event that Franchisor has authorized Franchisee, Franchisee shall initiate remedial proceedings or work toward settlement after the infringement becomes known to Franchisee or within ten (10) business days after receipt of Franchisor's notice of such infringement. Franchisee shall actively handle and engage local professional attorneys who are familiar with relevant areas

to carry out the remedial proceedings, settlement, and compulsory enforcement. Franchisee shall bear all costs (including attorney's fees) arising therefrom. With regard to the compensation or settlement paid by the third party, after deduction of the aforementioned litigation expenses, Franchisor is entitled to three percent (3%) of the deducted amount thereof, whereas Franchisee is entitled to the remaining ninety-seven percent (97%).

- (六) 在營業店鋪開幕營業或（如有施工）工程進行前被授權人同意依照任何相關租約或授權人標準或法律所要求之種類及金額，購買保險，包含但不限於意外險或第三人責任險。保險在本契約期間必須持續有效。授權人有權不定時變更要求。投保的保險公司等級必須符合或超過授權人標準。應授權人要求，被授權人應立即提供投保證明給授權人。
- (6) Prior to opening or operating the Stores for business, and prior to constructing (if applicable) the Stores in the event Franchisee is developing the Stores, Franchisee agree to acquire insurance, including but not limited to accident insurance or third party liability insurance, in accordance with the coverage of the type and in the amounts as required by relevant lease, Franchisor's standards, and applicable laws and regulations. Franchisee shall maintain such insurance coverage in full force and effect throughout the duration of this Agreement. Franchisor has the right to change requirements from time to time. All insurance shall be placed and maintained with insurance companies with ratings that meet or exceed Franchisee's standards. At Franchisee's request, Franchisee shall immediately provide Franchisor with proof of required insurance coverages.

(七) 被授權人應於本契約生效日後一個月內投保每一事件最低美金貳佰萬元(US\$2,000,000)金額之綜合商業險，並將保單影本交付授權人，並於契約期間內繼續維持前述綜合商業險。如被授權人違反本條義務，授權人得終止本契約，如授權人因此受有任何損害，被授權人應負賠償責任。

(7) Franchisee shall purchase commercial general liability insurance with minimum limits in the amount of two million United State Dollars (US\$2,000,000) per occurrence within a month after the Effective Date of this Agreement . In the event Franchise fails to perform the obligations prescribed in this Article, Franchisor may terminate this Agreement, and Franchisee shall indemnify any and all damages incurred by Franchisor resulting therefrom.

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

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

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

第十二條 生產設備、器具及原物料

Article 12 Equipment, Machinery and Raw Materials

一、被授權人為經營營業店鋪所支出之一切成本及費用，包括但不限於：承租營業店鋪費用、裝潢施工費、水電設計費、人力費用、採購及更換生產設備及耗材之費用、採購原物料之費用、

清真認證費用（含雙邊認證費用）及相關之稅賦等，均由被授權人自行負擔，不包含於第六條之區域授權金或第七條之權利金內。

1. All costs and expenses incurred during operation of the Stores by Franchisee, including but not limited to rental expenses for the Stores, decoration costs, costs of utility design, costs of manpower, expenses for purchasing and replacing equipment and consumables, costs for purchasing raw materials, fees for Halal Certification (including fees for mutual certification) as well as all relevant taxes and duties, shall be borne by Franchisee. All the aforementioned costs and expenses are not included in the Area Franchise Fee or royalties as stipulated in Articles 6 and 7 of this Agreement.

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

2. The reputation and goodwill of TP TEA System is based upon, and can be maintained only by, the sale of high quality products. A list

of approved suppliers is available on request. Suppliers are required to share shipping, distribution and all other information with Franchisor, and Franchisee will be required to cooperate. Franchisee and/or the supplier may request for approval by submitting the application to Franchisor in writing. All requests will be reviewed in accordance with Franchisor's then-current procedures and Franchisor will take into consideration of its available resources, which may affect the timing of Franchisor's response to Franchisee. The supplier shall meet Franchisee's then-current specifications, standards and requirements, which may include signing a non-disclosure agreement and a guarantee of performance as Franchisor thinks fit. Franchisor may change Franchisor's specifications, standards and requirements at any time and there is no limit on Franchisor's right to do so. Franchisor will, depending on the nature of the products or services and within three (3) months, give notice to the applicant of the review result. Franchisor may withdraw its approval at any time if the supplier's performance does not meet Franchisor's criteria, or when Franchisor changes its specifications, standards or requirements or other reasons. All costs and expenses incurred by Franchisor in the testing and reviewing process for supplier approval, no matter the supplier is approved or not, shall be borne by the Franchisee or supplier which submits such application.

三、就授權人所指定之生產設備及器具，被授權人僅得向授權人或是授權人核准之供應商採購，其品項、數量及價格如【附件6】。被授權人不得自行或委託他人製造或向他人採購。授權人或授權人核准供應商售予被授權人之生產設備及器具，被授權人不得於經營營業店鋪之必要目的範圍外為使用或轉售。

3. Franchisee shall purchase the equipment and machinery designated

by Franchisor from Franchisor or Franchisor's authorized supplier only. The types, quantity as well as price of the equipment and machinery are listed in Appendix 6. Franchisee shall not manufacture such equipment and machinery by itself, mandate any third party to do so, or purchase the equipment and machinery from others. Equipment and machinery sold by Franchisor or Franchisor's authorized supplier to Franchisee shall not be used or resold by Franchisee beyond the purposes necessary for operating the Stores.

四、被授權人就授權人所指定之原物料，僅得向授權人或是授權人核准之供應商採購，其品項及價格如【附件 6】，被授權人不得自行或委託他人製造或向他人採購。授權人售予被授權人之原物料，被授權人不得於經營營業店鋪之必要目的範圍外為使用或轉售。

4. Franchisee shall purchase the raw materials designated by Franchisor from Franchisor or Franchisor's authorized supplier only, and the types and price of the raw materials are listed in Appendix 6. Franchisee shall not manufacture such raw materials by itself, or mandate any third party to do so, or purchase the raw materials from others. Raw materials sold by Franchisor or Franchisor's authorized supplier to Franchisee shall not be used or resold by Franchisee beyond the purposes necessary for operating the Stores.

五、【附件 7】之生產設備、器具及原物料，得由被授權人自行選購。但被授權人應以善良管理人之注意慎選生產設備、器具及原物料，至少應符合授權地區相關之品質檢驗標準，以免對授權人造成損害或負擔法律上責任，且損害授權人之企業形象。如被授權人違反本條規定，視為被授權人重大違約而被授權人應給付授權人懲罰性違約金美金壹拾伍萬元(US\$150,000)及賠償授權人因此所受之損害。

5. As to equipment, machinery and raw materials listed in Appendix 7, Franchisee may select and purchase on its own. However, Franchisee shall exercise due care in choosing the equipment, machinery and raw materials. All the purchased equipment, machinery and raw materials shall at least meet the local applicable quality inspection standard to avoid any damage or legal liability against Franchisor and to avoid harm to Franchisor's corporate image. In the event Franchisee breach this section, it shall be deemed as material breach by Franchisee and Franchisee shall pay Franchisor One Hundred and Fifty Thousand United State Dollars (US\$150,000) as punitive penalty shall be responsible to Franchisor for any damages incurred resulting therefrom.

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

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

七、被授權人應依授權人指示之數量將設備及器具汰舊更新，且應向授權人採購，採購價格如【附件 6】所列。但授權人之指示應具正當合理性，例如為避免重要之營業設備損壞，不及維修將會造成營業中斷或嚴重減損營業，而要求被授權人預先購置備用之設備，或者設備及器具已超過一般使用年限或者依實際情況，如繼續加以使用將有危險之虞者。

7. Franchisee shall replace the outdated equipment and machinery in accordance with the quantity specified by Franchisor. New equipment and machinery shall be purchased from Franchisor and the prices thereof are as specified in Appendix 6. However, the instruction of Franchisor shall be justified and reasonable. For

example, Franchisor may require Franchisee to purchase spare equipment in advance to avoid damage of important equipment and the delay of repair/maintenance may cause business interruption or severe business loss; or in the case that the equipment and machinery had been used for longer than the usual prescribed years of use or according to actual circumstances, and there is risk of danger if Franchisee continues to use the equipment and machinery.

八、被授權人向授權人或是授權人核准之供應商訂購生產設備、器具及原物料時，應使用如【附件 6】所示之制式訂購單，並應於訂單確認隔日起七(7)個工作日內依授權人指定之付款方式付清價款。如價款未依授權人指定時間付款，授權人有權停止貨物生產與出貨。設備、原物料如需認證，認證費用由被授權人負擔。

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

雙方同意最低訂購量如下：

海運：

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

(2)併櫃(CFS) x 1：訂單金額尚未達到美金壹萬元(US\$10,000)，需加收手續費美金壹佰伍拾元(US\$150)。

空運：

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

分批出貨：

如訂單需分批出貨，第一次臺灣當地產生之出口相關費用

(即「臺灣當地費用」)由授權人支出，第二次起需加收手續費美金壹佰伍拾元(US\$150)。

8. Franchisee shall submit the standard purchase order form as stated in Appendix 6 when purchasing from Franchisor or Franchisor's approved supplier the equipment, machinery and raw materials and shall pay in full the prices in accordance with the method designated by Franchisor within seven (7) business days after the next day of confirmation of purchase order. If payment is not made in accordance with the deadline specified by Franchisor, Franchisor reserves the right to suspend production and shipment. Franchisee shall bear any and all certification fees if certification for equipment and raw materials are required.

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

Sea Freight Shipment:

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

Dollars (US\$150) will be charged for purchase order amount less than Ten Thousand United States Dollars (US\$10,000).

Air Freight Shipment:

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

Partial Shipment:

If partial shipment is required, Franchisor will pay the domestic fee incurred thereof for the first time (the “Taiwan local fee”).

Extra handling fee of One Hundred Fifty United States Dollars (US\$150) will be charged from the second time and beyond.

九、本條之買賣均採 FOB 條件，自授權人於出口地將買賣標的物裝船完成後，視同授權人已完成交付，買賣標的物之利益及危險即轉由被授權人承擔。海運費用及進口地之陸運費用均由被授權人負擔，但被授權人須將買賣標的物送交經授權人核可之人運送。

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

十、被授權人應於清關開櫃時檢查買賣標的物，如被授權人發現有瑕疵，應自到港日(ETA)起，三十(30)個日曆日內通知授權人並檢附買賣標的物之現況照片，以釐清瑕疵發生原因。如被授

權人逾期未通知者，視同承認買賣標的物，不得再向授權人主張瑕疵。

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

十一、被授權人須自行完成進口國之進口程序，並自行負擔費用。如被授權人為完成進口而有必要由授權人協助提供文件者，授權人應盡力協助提供之，但所需手續費及成本，由被授權人負擔之。如被授權人配合之進口貨代無法確認當地食品衛生法規，須由授權人提供貨樣至中央主管當局檢驗，當地相關費用必須由被授權人承擔，貨樣之遞送運費由授權人負擔之。

11. Franchisee shall complete the import procedures at the country of import on its own and bear all the expenses thereof. Franchisor shall use its best effort to assist in providing any documents required for Franchisee to complete the import procedures; provided, however, that Franchisee shall bear all the required handling fees and costs. If the forwarder appointed by Franchisee is incapable of confirming the local food hygiene regulation, and requires Franchisor to provide product sample to the central competent authority for inspection, Franchisee shall bear any expense incurred thereof from the country of import and beyond. However, Franchisor will bear the delivery charge of such product sample.

十二、被授權人基於履行本條款而為之付款，付款手續費由被授權人自行負擔。

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

第十三條 營業店鋪之裝潢與維護

Article 13 Decoration and Maintenance of the Stores

一、被授權人應負責營業店鋪之設計作業、工程施作及裝潢。另於首店營業店鋪工程裝潢期間，如被授權人有額外要求，授權人同意以被授權人之成本提供合理協助。除當地法令另有規定或應不動產所有權人之要求以外，營業店鋪之工程及設備、設計圖面及立體模型必須符合授權人當時現行有效之標準及規格，所有成本由被授權人負擔。一經授權人書面要求，被授權人必須即時更正在籌備營業店鋪中任何未經同意之未符合標準之處。如被授權人未依照上述要求及規定進行工程施作，授權人得要求被授權人修改或重新進行營業店鋪之工程，費用由被授權人負擔。

1. Franchisee shall arrange for the design, construction or remodeling of the Stores. Franchisor agree to provide reasonable assistance to Franchisee as additionally requested by Franchisee during the construction or remodeling of the first Store at Franchisee's cost. Unless requested by local laws or real estate owner to change the design, the Stores must be constructed and equipped, at Franchisee's sole cost, to Franchisor's then-current standards and specifications and in accordance with the requirements and rules set forth by Franchisor in its design drawings and three-dimensional models. At Franchisor's written request, Franchisee shall promptly correct any

unapproved deviations from Franchisor's standards in the decoration of the Stores. If Franchisee fails to construct in accordance with the aforementioned requirements and rules, Franchisor may demand Franchisee to modify or reconstruct the Stores at Franchisee's own cost.

二、凡被授權人所開設之營業店鋪，被授權人均應參照授權人之「營業店鋪工程施作規範」，自行負責設計，但需於施工一個月前，先提送授權人審查以確認在設計形式上是否符合授權人之企業形象。被授權人應自行完成當地政府部門之審查、許可程序。經授權人及政府部門(如有適用)核准後，由被授權人自行負責按圖施工，被授權人並應以善良管理人之注意監督及驗收。被授權人應提供授權人上述一切相關資料，包括但不限於：格局圖、平面圖、3D 渲染圖及現況照片。如需授權人協助設計，授權人將另行報價。

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

shall provide additional quote.

三、首三(3)間店使用的不銹鋼工作檯，被授權人應向授權人訂購。各營業店鋪之水電工程及消防工程之部分，應由被授權人委任當地合法之專業技師進行設計，且應符合相關之建築法規及消防法規，經授權人檢視並核准工程圖面後，由被授權人自行委任合法合格之廠商施工。

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

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

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

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

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

Franchisee is responsible for obtaining any government license or permit, registration, and import permit for raw materials, equipment, and machinery that are required for the operation of the Stores. Franchisee shall also submit to Franchisor for reference copies and electronic files of various license, permit, or registration no later than three (3) business days after the acquiring thereof. Franchisor agrees to use its reasonable efforts to assist in providing Franchisee with necessary information for Franchisee to obtain the license or permits. All related fees and expenses shall be borne by Franchisee.

第十五條 營運管理 Article 15 Operation and Management

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

1. When operating and managing each Store, Franchisee shall comply with the content of Appendices of this Agreement and technical guidance and education and training provided by Franchisor.

二、授權人為商業經營之需求及因應市場變化、提升品牌競爭力之目的，有權於正當合理之範圍內修改本契約附件之內容，但應以書面通知被授權人。

2. Franchisor reserves the right to reasonably update and amend the exhibits and appendices of this Agreement as dictated by business operation, market requirement, and the need to increase brand awareness and competitiveness; provided, however, Franchisor shall notify Franchisee such change in writing.
- 三、除經授權人事前書面同意者外，被授權人於各營業店鋪內不得經營其他事業，或將營業店鋪範圍內之一部分轉租他人。
3. Unless with prior written approval from Franchisor, Franchisee shall not engage in other business in each Stores, or sublet a portion of the Stores to others.

第十六條 廣告審查 Article 16 Advertisement Review

- 一、如被授權人認為有必要於電視、廣播、網際網路、社群軟體刊登或播送廣告，或被授權人欲辦理促銷活動者，被授權人應於一(1)個月前先將廣告或促銷活動之內容提送授權人審查核准。廣告及/或促銷活動之內容須經雙方同意後，始得執行。
 1. If Franchisee thinks it is necessary to publish or transmit advertisements on TV, broadcast, internet, and social media, or if Franchisee desires to conduct promotional activities, Franchisee shall submit the content of advertisements or promotional activities to Franchisor one (1) month before the publication or transmission of advertisements or before such promotional activities to be taken place for approval. In no event shall the advertisement and/or promotional activities be conducted without the consent by both Parties.
- 二、被授權人之行銷內容需遵守授權人提供之「品牌識別系統設計規範手冊」規範進行對外文宣、包材設計編修，設計完成

之內容應於一(1)個月前先將內容提送授權人審查，授權人同意設計內容後始可執行。如需授權人協助設計，授權人將另行報價。

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

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

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

四、授權人目前並沒有行銷預算，但授權人有權於將來設立授權地區或全國性之行銷基金，基金來源為授權人之加盟主（包含被授權人）。授權人不準備於今年設立行銷基金，除非授權人認為已有足夠的營業店鋪開店及營運，如此授權地區或全國性之行銷才會對 TP TEA 系統有所助益。當授權人設立行銷基金後，加盟主（包含被授權人）即必須依照支付權利金之方式，應付金額為特定比例之營業店鋪每月營業額。行銷基金設立後，應支付金額為特定比例之營業店鋪每月營業額，比例由雙方以書面議定。行銷基金或廣告行銷預算將不會用

於招募 TP TEA 系統之加盟授權。授權人目前並未有加盟主廣告委員會以供諮詢授權人之廣告政策，但授權人有權於將來設定此委員會。授權人並無義務就被授權人支付基金之金額，給付被授權人等額或按比例計算之費用，亦無義務確保被授權人可從行銷基金直接或依比例受有利益。應被授權人要求，授權人會提供經查核之行銷基金收入及支出報表。報表係由會計師於每一會計年度查核結果。

4. Franchisor does not currently have a marketing fund, though Franchisor reserve the right to establish and administer such marketing fund in the future on a regional or national basis and which will be contributed into only by Franchisor's franchisees (which the Franchisee is included). Franchisor does not anticipate enacting the marketing fund during this calendar year, unless Franchisor determines that a sufficient number of Stores are opened and operating so that regional or national advertising provides a benefit to the TP TEA System. However, when Franchisor does establish the marketing fund, those franchisees(which the Franchisee is included) shall contribute to the marketing fund a specified percentage of the monthly gross revenue of the Stores to be paid in the same manner as the royalty payments. When and if established, the amount to be paid to the marketing fund is a percentage of monthly gross revenue agreed upon by the Parties in writing. Neither the marketing fund nor any funds for advertising and marketing will be used for advertisement that is principally a solicitation for the sale of franchises for TP TEA System. Franchisor does not currently have a franchisee advertising council that advises Franchisor on advertising policies, though Franchisor reserves the right to establish such a council in the future.

Franchisor is not obligated to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contributions to the marketing fund, nor shall Franchisor be obligated to ensure that Franchisee benefit directly or on a pro rata basis from the marketing fund's activities. Upon Franchisee's request, Franchisor will provide Franchisee with an audited statement of receipts and disbursements for the marketing fund that is audited by an independent, certified public accountant, for each fiscal year of the marketing fund.

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

- 一、 授權人得通知被授權人後（包含通知查核人員之姓名），於正常營業時間內，檢查各營業店鋪之硬體設備、環境衛生、商品之品質及衛生、原物料之保存、人員工作表現及營運管理狀況，並得以取樣、檢驗、拍照或錄影存查，授權人亦得隨時請求被授權人提供各營業店鋪內之即時影像或照片，供授權人檢視，如授權人認為照片有不足者，得請求被授權人提供指定區域之即時影像或照片。被授權人應就授權人要求改善之事項，予以改正。
1. After notifying Franchisee (including of the inspector's name), Franchisor shall be entitled to, during normal business hours, inspect each Stores' hardware, environment and sanitation, quality and sanitation of commodities, preservation of raw materials, performance of employees, and status of operation and management, and to take samples, conduct examination, take photos or videos for records. In addition, Franchisor may at any time request Franchisee to provide instant images or photos of each

Store for Franchisor's inspection. If Franchisor believes the photos are insufficient, it may request Franchisee to provide instant images or photos showing a designated area of the Stores. Franchisee shall make any correction as requested by Franchisor to make such correction.

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

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

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

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

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

4. During Franchisee's preparation of setting up the Stores,

Franchisor may also inspect the status of decoration or refurbishment of the Stores and take photos after notifying Franchisee.

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

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

第十八條 市場營運資料之提供

Article 18 Provision of Market and Operation Information

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

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

二、授權人為商業經營之需求或因應市場變化，有權隨時變更商

品配方、調配比例、包裝等，以維持授權人企業形象及品質之一致性。被授權人聲明並保證將嚴格遵守授權人變更之指示。被授權人不得任意自行變更商品調泡方式、比例、配方、包裝等內容及售價。如有需求時，被授權人得檢附市場調查報告向授權人提出申請調整，但申請調整之商品品項內容數量不得超過全部商品數之百分之二十(20%)。被授權人調整商品之內容需於六(6)個月前提出，包含但不限於供應方式、比例、配方、包裝等內容及新商品售價，並需經授權人審查通過。調整現有商品之價格需於三(3)個月前提出，經雙方合意後執行之。此外，雙方同意為維持品質，故首間營業店鋪開幕後，半年內，不推出新品；一(1)年內，授權人全權統籌規劃商品上架波段與品項；而一(1)年後，雙方可以共議與當地在地化之品項。

2. Franchisor may adjust the formula, recipe, or packaging in order to meet the needs of the business operation or in response to changes in the market to maintain consistency of Franchisor's corporate identity and quality. Franchisee warrants and represent that it shall strictly comply with Franchisor's instruction in the amendment. Franchisee may not unilaterally change the method of preparing the products, formula, recipe, packaging, marketing content, and pricing. Franchisee may, however, request Franchisor to make adjustment by providing related market studies, provided, however, that the number of Merchandises that Franchisee applies for adjustment cannot exceed twenty percent (20%) of the total number of all Merchandises. Franchisee shall propose the adjustment in the Merchandise, including but not limited to the method of providing the products, formula, recipe, packaging, content, and pricing of new products, six (6) months prior to the adjustment to be taken

effect after Franchisor's approval; for the adjustment in the pricing, Franchisee shall propose three (3) months prior to the adjustment to be taken effect. All adjustment described above may be implemented only upon both Parties' consent. Furthermore, both Parties agree to maintain quality, within six (6) months following the opening of the first Store, there shall be no new menu items; within twelve (12) months following the opening of the first Store, Franchisor has the total control over the menu item renewal schedule and item selection; after twelve (12) months following the opening of the first Store, both Parties may discuss localizing the menu options.

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

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

第十九條 電腦連線 Article 19 Computer Connections

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

最遲應於該交易日(business day)進行日結帳前，完成當日所有之補上傳作業。

1. Franchisee shall use and provide the Cloud-based access to its Point of Sales system (the “POS”) to Franchisor and grant Franchisor the highest level of administrator access to both Front End and Back End of the POS, to enable Franchisor to perform its audit right. Franchisee shall timely transfer actual sales data of each Store to Franchisor. In no event shall Franchisee make Franchisor misled by the POS information nor shall Franchisee hide any sales data from Franchisor. The transaction data from Front End of the POS shall be transmitted in real-time to Back End of the POS right after the completion of the transaction; all transmission of sales data shall be uploaded no later than the account closing of such business day.
- 二、被授權人如需對系統之軟硬體進行客製，應於預定執行前六(6)個月告知授權人。
2. If Franchisee needs to customize the POS, it shall give notice to Franchisor six (6) months prior to the anticipated implementation date.
- 三、被授權人應積極維護並確保 POS 系統之前後台正常使用，並配合授權人數據中心之建置需求，依特定格式拋轉需求明細或彙總資料至特定主機(server)，所需費用由被授權人負擔。
3. Franchisee shall proactively maintain the POS to ensure that its Front and Back End are in functional operation, and in conjunction with the construction requirements of Franchisor’s data center, transfer required details or summary data to specific server in a specific format, and Franchisee shall be responsible for the related cost and expense.

第二十條 攀附茶湯會商標之禁止

Article 20 Prohibition of TP TEA Trademarks Free-Riding
除經授權人事前書面同意者外，被授權人不得為任何足以使消費者誤以為授權人與被授權人或任何事業體為同一事業、集團或關係企業之行為，包括但不限於：在任何有標示授權人之茶湯會商標或足以識別授權人之象徵之文件、網頁、影音廣告上，註記被授權人或他人之商標或具識別之文字、符號、標語、影像或旋律。

Unless with Franchisor's prior written consent, Franchisee shall not act in any way that may mislead customers into believing that Franchisor and Franchisee or any other business entities belong to the same enterprise or group, or are affiliated companies, including but not limited to: annotating the trademark, identifiable languages, symbols, slogans, images or melody of Franchisee or others on any TP TEA Trademarks or documents, webpage, or audio/video advertisement that are sufficient to be identified as the symbol of Franchisor.

第四章保密義務

Chapter 4 Confidentiality

第二十一條 保密義務 Article 21 Confidentiality

- 一、於本契約期間內，被授權人對於授權人書面或口頭所揭露之全部技術指導內容、教育訓練手冊內容、營業秘密、技術或訣竅(know-how)、原物料及設備供應廠商名單、經營管理知識、市場推廣計劃、擴充計劃、新產品市場、產品成本或財

產、顧客，及其他一般客觀上可認為係授權人不欲為人知之資訊，以及各營業店之營業額等財務、會計資訊（以下稱「機密資訊」），應以善良管理人之注意採取保密措施，包括但不限於：採取隔離措施以阻絕任何人及無職務上必要之員工或受任人接觸上開資訊、不得洩漏給任何自然人、法人、合夥或境外法人團體、與員工或受任人簽立保密程度與本契約相當之保密協議。被授權人之員工或受任人將機密資訊洩露者，被授權人應與該員工或受任人對授權人負連帶賠償之責。

1. During the Term of this Agreement, Franchisee shall exercise duty of care of a good administrator to prevent the disclosure of information provided by Franchisor either in writing or orally, including all technical guidance, education and training manuals, trade secrets, techniques or know-hows, lists of supplier of raw materials and equipment, knowledge for operation and management, market promotion plan, expansion plan, new market for products, product costs or property, customers, any other information that would be normally and objectively considered as confidential, as well as financial or accounting information of each Stores such as revenue (hereinafter referred to as “Confidential Information”). Franchisee shall adopt protective measures, including but not limited to: adopting segregation measures to prevent access by any person, employee, or mandatary who are not required to know the aforementioned information when performing his job duties, preventing disclosure to any other natural person, juridical person, partnership, or offshore juridical person, as well as signing a non-disclosure agreement with the employee or mandatary requiring the same degree of confidentiality as provided

under this Agreement. In the event that Franchisee's employee or mandatary discloses Confidential Information, Franchisee and its employee or mandatary shall be jointly and severally liable for any and all damages suffered or incurred by Franchisor.

- 二、本契約期間屆滿後或經一方終止後，被授權人應自動返還或刪除、銷毀機密資訊，不得自己或使他人保有任何之複製檔案、照片、影本或繕本，亦不得洩漏給任何自然人、法人、合夥或境外法人團體。如被授權人違反本項約定而第三人自被授權人竊取、知悉或接觸機密資訊者，被授權人應給付授權人懲罰性違約金美金參拾萬元(US\$300,000)元及賠償授權人因此所受之損害。
2. Franchisee shall automatically return, delete or destroy the Confidential Information upon the expiration, or either Party's termination of this Agreement. Franchisee shall not personally or ask others to keep any of the copied files, photographs, photocopies, or transcriptions; nor shall Franchisee disclose the aforementioned information to any other natural person, juridical person, partnership, or offshore juridical person. If Franchisee breaches this provision so that a third party steals, becomes aware of, or has access to Confidential Information, Franchisee shall pay Franchisor in the amount of Three Hundred Thousand United States Dollars (US\$300,000) as punitive damage, and Franchisee shall be responsible for any and all damages suffered or incurred by Franchisor.
- 三、授權人對於被授權人之營業額、成本、費用，應負保密之責。
3. Franchisor shall keep Franchisee's revenue, costs, and expenses confidential.
- 四、一方依法律之規定或因遵從政府機關、司法機關之命令而揭

露機密資訊、他方之營業秘密或本契約之內容者，應於事前以書面通知他方，以使他方能及時採取因應措施。

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

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

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

第五章競業禁止

Chapter 5 Anti-Competition

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

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

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

Franchisee therefore agrees to the following noncompetition covenants:

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

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

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

2. Franchisee agrees that Franchisee will not, during the term of this Agreement and for a period of two (2) years after the expiration or

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

- 三、被授權人同意本契約所約定的各項期間，在被授權人有違約情形或授權人欲執行相關權利時都將自動停止計算。雙方同意解釋上述承諾時將不受本契約其他條款或承諾的拘束。
3. Franchisee agree that the length of time in this Article will be tolled for any period during which Franchisee is in breach of the covenants or any other period during which Franchisor seek to enforce this Agreement. The Parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

第六章違約效果

Chapter 6 Breach of the Agreement

第二十三條 終止及解除條款 Article 24 Termination and

Rescission

一、 本契約於期間屆滿之日自動終止。

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

二、 本契約得經授權人及被授權人書面同意終止。

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

三、 本契約有下列情形之一時得終止之：

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

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

(1) In the event that Franchisee ceases operation, closes business, applies for dissolution or liquidation, becomes insolvent, declares bankruptcy, conducts investment structure reorganization, merges with another entity, divides into separate entities, transfers main businesses, transfers all or an important part of assets of Franchisee, or variation in the control rights of shareholder of Franchisee, Franchisor may terminate this Agreement by giving notice to Franchisee.

(二) 被授權人違反本契約第三條之一、第四條、第六條、第七條、第八條、違反第十條第三項、第十二條第三項、第四項及/或第五項、違反第十三條致發生人員死亡或重大傷害、違反第十九條之規定或隱匿或使授權人誤信營

業額者、違反第二十一條或其他因被授權人違約而導致授權人遭受政府單位、司法單位調查者，為重大違約，授權人得通知被授權人終止本契約。

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

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

(3) In the event of breach or non-performance of any of the provision of this Agreement and Franchisee's failure to correct the breach and do not cure the default within thirty (30) days from the date Franchisee received Franchisor's written notice to cure, Franchisor may terminate this Agreement by giving notice to Franchisee.

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

(4) If Franchisee breaches any provision of this Agreement (regardless of whether such breach is remedied or not) for a

total of three (3) times during a calendar year, Franchisor may terminate this Agreement by giving notice to Franchisee.

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

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

五、 被授權人有第三項第(二)款以外之違約情形，經授權人書面（含電子郵件）限期改善而未改善者，授權人得請求被授權人給付懲罰性違約金，以每次美金壹萬伍仟元(US\$15,000)計（同一事件得按次累計）及請求賠償授權人因此所受之任何損害損失及支出之律師費、訴訟費用。

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

六、 如因下述事項：(1)因可歸責於被授權人事由且未經授權人同

意，或(2)因被授權人積欠費用、債務不履行經授權人催告仍不履行，致本契約提前終止時，授權人得沒收本契約第八條之履約保證金並請求賠償授權人因此所受之任何損害損失及支出之律師費、訴訟費用。

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

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

7. The expiration or termination of this Agreement will not affect any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, and will remain in full force and effect.

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

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

九、 被授權人應在終止日起三十(30)日內支付依據本契約應付之一切款項，包括但不限於任何一切教育訓練費用、懲罰性違

約金、損害賠償、罰款、顧問差旅費，以及協助人員費用及檢查費用。

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

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

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

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

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

be effective.

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

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

(三) 自本契約終止起七(7)日內，被授權人與營業店鋪應移除內部與外部佈置、裝飾、家俱、發票、樣品、展示模型、陳設、設計、營業店鋪、及其他材料上茶湯會商標與其他有關加盟事業之標示與標誌，並以適當方式加以銷毀。如果被授權人遲延移除茶湯會商標或其他有關加盟事業之標示或標誌，授權人得自行或委託第三方進行移除，而起因於或有關於此等移出工作的一切費用均應由被授權人負擔。

(3) Within seven (7) days upon the termination of this Agreement, Franchisee and Stores shall remove all TP TEA Trademarks and marks and logos related to Franchise Business from internal and external adornment, decorations, furniture, invoices, samples, models, layout, design and other materials in its Stores and destroy them in an appropriate manner. In the event that Franchisee overdue to dismantle TP TEA Trademarks or marks or logos related to Franchise Business,

Franchisor shall be entitled to remove by itself or its authorized third party and all expenses incurred from or related to such removal shall be borne by Franchisee.

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

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

十二、 於本契約終止時，授權人有權對被授權人及其營業店鋪進行查核，被授權人與其營業店鋪應就此等查核與授權人充分配合直到授權人以書面形式通知被授權人已完成查核時為止。

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

第七章附則

Chapter 7 Miscellaneous

第二十四條 準據法及管轄條款

Article 25 Choice of Law and Jurisdiction

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

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

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

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

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

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

第二十五條 通知地址 Article 25 Notice

所有通知或依本契約之其他聯繫應以書面為之並於以下所列視為已合法通知並送達：(a)如為親送，於親送當日，(b)如以

電子郵件為之，於以電子郵件或其他方式書面確認收到之日，(c)如利用具信譽之隔日快遞之隔日快遞服務寄送，於寄送日後的第一個工作日，或(d)如以預付郵資之掛號郵件寄送，以確認收到之日或寄件日後的第五(5)個工作日(以孰早者為準)。通知聯繫之地址及電子郵件應依本契約簽名頁所示。一方如有變更送達地址或電子郵件，未經書面通知他方不生效力。

All notices and other communications hereunder shall be in writing and shall be deemed duly given and delivered (a) on the date of delivery if sent personally, (b) if by e-mail, on the date upon written confirmation of receipt by e-mail or otherwise, (c) on the first business day following the date of dispatch if sent utilizing a next-day service by a reputable next-day courier or (d) on the earlier of confirmed receipt or the fifth (5th) Business Day following the date of mailing if sent by registered or certified mail, postage prepaid. The address and email for such notices and communications shall be as set forth on the signature pages attached hereto. Any change in notice address or email shall have no effect without duly giving a written notice to the other Party.

第二十六條 契約之修正 Article 26 Amendment

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

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

to increase brand awareness and competitiveness.

第二十七條 契約份數 Article 27 Copies

本契約一式二份，雙方各執一份。

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

第二十八條 棄權 Article 28 Waiver

一方對他方違反之條款之棄權效力僅限適用於就該條款及該特定違約事件。

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

第二十九條 衝突 Article 29 Conflict

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

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

第三十條 累積救濟 Article 30 Remedies

授權人之權利及救濟均可累積。

Franchisee's rights and remedies are cumulative.

第三十一條 完整契約 Article 31 Entirety

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

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

第三十二條 獨立事業 Article 32 Independent Entity

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

Franchisor and Franchisee are independent entities. Franchisee is not entitled to conduct any legal act on behalf of Franchisor, and Franchisor is not liable for any intentional or negligent act or omission, duties or liabilities of Franchisee. If Franchisor is damaged due to any unauthorized act, intentional or negligent act or omission of Franchisee, Franchisee shall defend and hold Franchisor harmless, and be responsible for any damages, cost or expenses suffered or incurred by Franchisor, which including but not limited to reasonable attorney fee. Franchisee's success in this business is speculative and depends, to an important extent, upon Franchisee's ability as an independent business owner. Franchisor does not represent or warrant that locations Franchisor approves will achieve a certain level of sales or be profitable. If Franchisor provides maps, demographics or other information to Franchisee in connection with the Site, Franchisor does so without any representation or warranty that the information is complete, accurate or current. Franchisor does not represent that Franchisee will be able to find or secure appropriate location or that Franchisee will be able to develop the Stores. Franchisee further acknowledge and understand that Franchisor make no representation, promise, warranty, or guarantee, express or implied, that the Stores operates at the approved Site will be profitable or otherwise successful. By Franchisee's signature below, Franchisee acknowledge that Franchisee have entered into this Agreement after making an independent investigation of the TP TEA System and the Site.

第三十三條 不可抗力事件 Article 33 Force Majeure

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

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

雙方均已瞭解契約內容，並以獲得授權之簽約代表人於下方簽名。

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

授權人/Franchisor: TPTEA USA INC.

登記編號/Unified Business Number: 32-0561838

法定代理人/Authorized Representative: 劉彥邦/Yen-Pang Liu

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

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

日期/Date:

被授權人/Franchisee:

登記編號/Unified Business Number:

法定代理人/Authorized Representative:

登記所在地/Registered Address:

電子郵件 (代表帳號) /Official Email:

日期/Date:

附件 1 Appendix 1

茶湯會商標 TP TEA Trademarks

茶湯會

TPTea



茶湯會



TP TEA

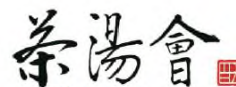


附件 2 Appendix 2

續約考核辦法 TP TEA Renewal Assessment Report

區域授權續約評核表 Renewal Assessment Report 2019.07 版

區域授權續約評核表



Exclusive Regional Franchise Renewal Assessment Report

申請人 Applicant:

填寫日期 Submitted:

年/Year

月/Month

日/Day

壹、區域授權資料 Exclusive Regional Franchise Information

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

貳、合作評估表 Cooperation Assessment Chart

每項目評核頻率，依該年度實際發生次數記錄評核。

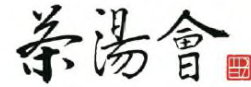
Assessment frequency by category will be assessed by its real audit time.

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

TPTEA

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

區域授權續約評核表 Renewal Assessment Report 2019.07 版



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

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

肆、續約級距條件 Renewal Requirement

(以區域授權合約期間內，每次續約評核平均分數評定是否符合續約資格)

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

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

備註：區域授權續約評核表正本留存於台灣總部，掃描副本於區域總部。

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

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

【附件二Appendix 2】區域授權續約評核表_附件1_違規勸導單 Warning Notice of Violation

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

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

茶湯會海外稽核表 TP TEA Inspection Form

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

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

項目 Subject	評定細項 Item	備註說明 (以下單項不符合標準則扣1分) Item Description (1 point will be deducted on each item below standard)	占分 Points	給分 Score
教育訓練 Training 50%	各類表格完整性 Completeness of form	門店表格 (崗位進度表, 品質表一, 茶房加工表.....) Store forms (station training schedule, QC daily report, tea inventory table, etc.)	8	
		管理表格 (排班表, 幹部檢查表) Form management (shift schedule, supervisor's checking list)	4	
	人員操作 SOP	崗位技能與觀念驗收 Station skills and concept	28	
		櫃台: 服務熱忱, 產品介紹, 操作流程 Cashier: service passion, product introduction, SOP for ordering and serving		
		內場: 基本功手法、修茶手法、調泡流程符合SOP Bartender: basic technique, tea modification technique, SOP for making teas		
		茶房: 煮茶機操作, 冷卻機操作, 茶奶攪拌, 珍珠煮製 Tea Maker: the operation of Tea Brewer, the operation of cooling machine, Stirring tea milk, Cooking and cooling pearl		
	課程安排與執行 Lessons arrangement and execution	資格狀態驗收 (單店三人七崗基本崗位數) Qualified certification verification (For each store, there must be at least two staffs passing two station certification, and one passing three station certification , 7 qualified certification in total)		
		教育課程安排設定 Education lessons arrangement	6	
		教育手冊使用 The using of training manual	4	
單項合計Score :				
教育訓練建議事項 Suggestion :				

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

合計總分Total Score :

處長Department manager

區長Area supervisor

稽核人員Inspector

店主管理Store manager

附件 3 Appendix 3

展店計劃 Area Development Plan

附件 4 Appendix 4

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

崗位鑑定項目與評核辦法**Test of stations and standard of assessment****一、櫃台人員術科鑑定 Station of Cashier**

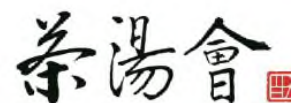
鑑定方式：鑑定時段為櫃檯與顧客服務中，隨機抽測

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

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

二、茶房人員術科鑑定 Station of Tea Extract

鑑定方式：安排應試者為開早品管人員進行測試



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

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

三、內場人員術科鑑定 Station of Bartender

鑑定方式：安排現場較不忙的時間點，以不影響現場吧台供應現場客人為主。

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

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

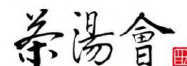
附件 5 Appendix 5

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

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

海外初期-銷售商品品項及價格表

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



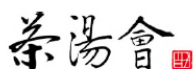
類別 Category	品名 Item	冷飲 Cold	建議售價 Recommended Price	熱飲 Hot	建議售價 Recommended Price
原味茶 Original Tea (C_5 ; H_5)	蔗香紅茶 Signature Black Tea	●		●	
	特級翡翠綠 Premium Green Tea	●		●	
	碳燒鐵觀音 TieGuanYin Tea	●		●	
	珍珠紅茶 Pearl Black Tea	●		●	
	珍珠綠茶 Pearl Green Tea	●		●	
奶茶類 Milk Tea (C_3 ; H_2)	蔗香奶茶 Milk Tea	●		●	
	珍珠奶茶 Pearl Milk Tea	●		●	
	小時候奶茶 Taiwan Classic Milk Tea	●			
調味茶 Flavored Tea (C_7 ; H_1)	檸檬紅茶 Lemon Black Tea	●		●	
	翡翠檸檬 Lemon Premium Green Tea	●			
	檸檬蜜茶 Honey Lemon	●			
	蜂蜜綠茶 Honey Green Tea	●			
	百香綠茶 Passion Fruit Green Tea	●			
	檸檬蘆薈蜜 Honey Lemon with Aloe	●			
	百香蘆薈綠 Passion Fruit Green Tea with Aloe	●			
拿鐵類 Tea latte (C_10 ; H_10)	紅茶拿鐵 Black Tea Latte	●		●	
	翡翠拿鐵 Premium Green Tea Latte	●		●	
	觀音拿鐵 TieGuanYin Tea Latte	●		●	
	抹茶拿鐵 Matcha Latte	●		●	
	抹茶紅豆拿鐵 Matcha Latte with Red Bean	●		●	
	紅豆拿鐵 Black Tea Latte with Red Bean	●		●	
	珍珠紅豆拿鐵 Pearl Black Tea Latte with Red Bean	●		●	
	珍珠紅茶拿鐵 Pearl Black Tea Latte	●		●	
	珍珠翡翠拿鐵 Pearl Premium Green Tea Latte	●		●	
	珍珠觀音拿鐵 Pearl TieGuanYin Tea Latte	●		●	
總品項數 Total item		25		18	

附件 6 Appendix 6

指定專向授權人或授權人核准供應商採購之品項表及專用訂單
Designated Items that Franchisee shall purchase from Franchisor or suppliers approved by Franchisor and Purchase Order

【附件六 Appendix 6】專用訂購單 Order List

Version: 2021.03



專用訂購單
Order List

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

備註 Remark :

1.交易條件Trade Term : FOB Term

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

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

4.最低訂購量 The minimum order quantity :

(1)海運Sea Shipment :

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

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

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

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

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

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

附件 7 Appendix 7

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

【附件七 Appendix 7】開放乙方自行採購之品項表 Allowance of Local Purchasing

Version: 2021.01.01

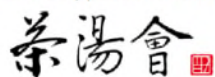
茶湯會

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

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

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

Version: 2021.01.01



開放乙方自行採購之品項表

Allowance of Local Purchasing

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

備註 Remark：

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

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

Exhibit C

Directory of Administrative Agencies

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of Department of Financial
Protection & Innovation
Department of Financial Protection &
Innovation
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII

(for service of process)

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

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

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

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

NORTH DAKOTA

(for service of process)

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-4712

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98501-9033
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

Exhibit D

State-Specific Addenda to the Franchise Disclosure Document and Franchise Agreement

**ADDITIONAL DISCLOSURES FOR THE
FRANCHISE DISCLOSURE DOCUMENT OF
TPTEA USA INC.**

The following are additional disclosures for the Franchise Disclosure Document of **TPTEA USA INC.** required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3 of the Franchise Disclosure Document:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4 of the Franchise Disclosure Document:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular:

- (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;
- (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or
- (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code

during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5 of the Franchise Disclosure Document:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), titled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following replaces the “Summary” section of Item 17(d) of the Franchise Disclosure Document, titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j) of the Franchise Disclosure Document, titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum,” and Item 17(w), titled “Choice of Law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENT**

**RIDER TO THE TPTEA USA INC.
FRANCHISE AGREEMENT
STATE OF NEW YORK**

THIS RIDER is made between TPTEA USA INC., a corporation organized and existing under the laws of Delaware with a principal place of business at 919 North Market Street, Suite 950 Wilmington, DE 19801 (we, our, "TPTEA USA" or the "Franchisor") and _____, a company organized and existing under the laws of ____ with a principal place of business at _____ (you, your, or the "Franchisee").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____ (the "Franchise Agreement"). This Rider is being signed because (a) you are a resident of New York and the TPTEA Tea Shop you will operate under the Franchise Agreement will be located in New York, and/or (b) any of the franchise offer or sales activity occurred in New York.

2. **RELEASES.** The following language is added to the end of the Franchise Agreement:

Notwithstanding the foregoing, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of GBL 687 and 687.5 be satisfied.

3. **TRANSFER BY US.** The following language is added to the end of the Franchise Agreement:

To the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

4. **TERMINATION BY YOU.** The following language is added to the end of the Franchise Agreement:

You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **GOVERNING LAW/CONSENT TO JURISDICTION.** The following language is added at the end of the Franchise Agreement:

To the extent required by Article 33 of the General Business Law of the State of New York, nothing in this Franchise Agreement shall be considered a waiver of any right conferred upon you by the provisions of Article 33 of

the General Business Law of the State of New York and the regulations issued thereunder.

6. **LIMITATION OF CLAIMS.** The following sentence is added to the end of the Franchise Agreement:

To the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider, to be effective as of the date set forth next to our signature below.

甲方/Franchisor: TPTEA USA INC.

登記編號/Unified Business Number:

法定代理人/Authorized Representative: 劉彥邦/ Yen-Pang Liu

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

電子郵件 (代表帳號) /Official Email:

日期/Date:

乙方/Franchisee:

登記編號/Unified Business Number:

法定代理人/Authorized Representative:

登記所在地/Registered Address:

電子郵件 (代表帳號) /Official Email:

日期/Date:

Exhibit E**ACKNOWLEDGMENT ADDENDUM TO
TPTEA FRANCHISE AGREEMENT**

As you know, you and we are entering into a Franchise Agreement for the operation of a TPTEA franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release estoppel or waiver of any liability incurred under the applicable law.

Acknowledgments and Representations.

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement? Check one: () Yes () No. If no, please comment:

2. Have you studied and reviewed carefully our Franchise Disclosure Document and Franchise Agreement? Check one: () Yes () No. If no, please comment:

3. Did you understand all the information contained in both the Franchise Disclosure Document and Franchise Agreement? Check one () Yes () No. If no, please comment:

4. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Franchise Disclosure Document? Check one: () No () Yes. If yes, please state in detail the oral, written or visual claim or representation:

-
-
5. Except as stated in Item 19 of the Franchise Disclosure Document, did any employee or other person speaking on behalf of TPTEA USA Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any TPTEA tea shop location or business, or the likelihood of success at your franchised business? Check one: () No () Yes. If yes, please state in detail the oral, written or visual claim or representation:

-
-
6. Did any employee or other person speaking on behalf of TPTEA USA Inc. make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Check one: () Yes () No. If yes, please comment:

-
-
7. Do you understand that that the franchise granted is for the right to operate a TPTEA tea shop at the approved site only and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, other than the approved site? Check one: () Yes () No. If no, please comment:

-
-
8. Do you understand that the Franchise Agreement and Franchise Disclosure Document contain the entire agreement between you and us concerning the franchise for the TPTEA system, meaning that any prior oral or written statements not set out in the Franchise Agreement or Franchise Disclosure Document will not be binding? Check one: () Yes () No. If no, please comment:
-
-

9. Do you understand that the success or failure of your TPTEA tea shop will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the TPTEA trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your TPTEA tea shop may change? Check one (___) Yes (___) No. If no, please comment:

10. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in the Franchise Agreement and that an injunction is an appropriate remedy to protect the interest of the TPTEA system if you violate the covenant(s)? Further, do you understand that the term “you” for purposes of the non-compete covenants is defined broadly in the Franchise Agreement, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one (___) Yes (___) No. If no, please comment:

11. On the receipt pages of your Franchise Disclosure Document you identified

as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one (___) Yes (___) No. If no, please identify any additional franchise sellers involved with this transaction:

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

NEW YORK REPRESENTATIONS PAGE

FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
New York	Pending

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 franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If TPTEA USA Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If TPTEA USA Inc. offers you a franchise in New York, TPTEA USA Inc. must provide this Disclosure Document to you at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration to TPTEA USA Inc.

If TPTEA USA Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified in Exhibit E.

The franchisor is TPTEA USA Inc. located is 919 North Market Street, Suite 950, Wilmington, Delaware 19801 and the telephone number is 886-4-2389-6909#524.

The principal business address and telephone number of the franchise seller offering the franchise is Mr. Eric Chao, Manager, at No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.), 886-4-2389-6909 Ext.524, intl@tp-tea.com.

Issuance Date: October 6, 2022

I received a disclosure document dated October 6, 2022, that included the following exhibits:

Exhibit A	Financial statement
Exhibit B	Franchise Agreement
Exhibit C	Directory of Administrative Agencies
Exhibit D	State-Specific Addenda to the Franchise Disclosure Document and Franchise Agreement
Exhibit E	Acknowledgment Addendum to Franchise Agreement

Date: _____, 20__ (*enter date here*)

Signed: _____

Name: _____ (**Please print**)

You should return one copy of the signed receipt either by signing, dating, and mailing it to TPTEA USA Inc. at No. 36, Xinfu Rd. Nantun Dist., Taichung City 408, Taiwan (R.O.C.) or by faxing a copy of the signed receipt back to TPTEA USA Inc. at 886-4-2380-7610. You may keep the second copy for your records.

**Exhibit F
Receipt (2)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If TPTEA USA Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If TPTEA USA Inc. offers you a franchise in New York, TPTEA USA Inc. must provide this Disclosure Document to you at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration to TPTEA USA Inc.

If TPTEA USA Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified in Exhibit E.

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Date: _____, 20__ (*enter date here*)

Signed: _____

Name: _____ (**Please print**)