



MASTER FRANCHISE DISCLOSURE DOCUMENT

TRUEDAN LLC
A Delaware Limited Liability Company
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The franchise offered is to sub-franchise Truedan tea base beverage service establishments offering gourmet teas, caffeinated beverages, brown sugar bubble tea, compatible food products, coffee and tea makers and related supplies, accessories and gifts within a specific territory. The total investment necessary to begin operation of a Truedan franchised business is US\$288,750.00 ~ US\$446,350.00. This includes US\$250,300.00~US\$300,500.00 that must be paid to the Master Franchisor or its affiliate(s), as applicable.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different format, contact David You, International Business Department, at 3F-1., No.361, Danan Rd., Shilin Dist., Taipei City 111, Taiwan, +886-2-2882-5858 #2210, oversea@truedan.com.tw. The term of your contract will govern your franchise relationship. Don’t rely on the Disclosure Document alone to understand your contract. Read all of your contracts carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#),” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or

by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issued: February 2, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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

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

Franchisor, Parent, Affiliates

We are a Delaware limited liability company, formed on March 23 2020. Our principal place of business is at 3F-1., No.361, Danan Rd., Shilin Dist., Taipei City 111, Taiwan. We currently do business in the



organizational name “Truedan” and under the marks “”, “JENJUDAN®”, “” and “”.

We do not do business or intend to do business under any other names. We do not have any predecessor during the 10-years period immediately before close of our most recent fiscal year. We currently do not operate any company-owned Truedan tea shop. We have three affiliates: JENJUDAN CO., LTD., JENJUDAN INTERNATIONAL CO., LTD., and RUNG CHEN SIH CO., LTD. that are required to be disclosed: JENJUDAN CO., LTD. is a Taiwan corporation formed in 2018 that offers unit franchise opportunities to operate tea shops under the Truedan System in Taiwan, as of the date of this filing, it has 56 franchised tea shops under the Truedan System in Taiwan and it is one of approved suppliers to supply the raw materials to franchisees and master franchisees in United States; JENJUDAN INTERNATIONAL CO., LTD. is a British Virgin Islands corporation formed in 2022 that offers franchises opportunities for tea shops under the Truedan System in the United Kingdom, as of the date of this filing, it has two franchised tea shops under the Truedan System in the United Kingdom; and finally, RUNG CHEN SIH CO., LTD. is a Taiwanese corporation form in 2016 that offers franchise opportunities for tea shops under the Truedan System in Japan, and as of the date of this filing, it has one franchised tea shops under the Truedan System in Japan and is also one of approved suppliers to supply the raw materials to franchisees and master franchisees in United States. As of the issuance date of this Disclosure Document, Truedan and its affiliates have more than 66 tea shops worldwide, and Truedan does not have any other line of business in the United States.

Agent for Service of Process

Our agent for service of process in California is Department of Financial Protection and Innovation, its principal address is at 651 Bannon Street, Suite 300, Sacramento, CA 95811.

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 “Truedan” tea shop (the “Tea Shop”) establishment that offers gourmet brown sugar bubble tea beverage, tea-based beverages, compatible food products, Taiwanese desserts, coffee and tea makers and related supplies, accessories and gifts, 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 “Truedan System”). The distinguishing characteristics of the Truedan System include, for example, distinctive exterior and interior design, decor, color and identification schemes and furnishings; special menu items; standards, specifications and procedures for operations, manufacturing, distribution and delivery; quality of products and services offered; management programs;

training and assistance; and marketing, advertising and promotional programs, all of which we may change, supplement, and further develop.

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

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

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

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

Applicable Regulations

We are not aware of any laws or regulations specific to the industry in which the Tea Shop operates. However, you must comply with all local, state, and federal laws and regulations that apply to any business. We urge you to inquiries about these laws and regulations, including health (nutrition, menu labeling), sanitation, no smoking, EEOC, OSHA, discrimination, employment, data security and privacy, tax, and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for individuals with disability and that may affect your building construction, site design, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You must also obtain real estate permits, licenses, and operational licenses. Federal, state and local laws and regulations also regulate businesses handling food and food products, in particular refrigerated and frozen food items, and these laws and regulations will apply to your

business. Please also note that local county health departments reserve the right to inspect Tea Shops to ensure compliance with safe food handling practices and adequacy of kitchen facilities.

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

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

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

ITEM 2: BUSINESS EXPERIENCE

President, Shing-Rung Wu

Ms. Wu serves as the President of TRUEDAN LLC since March 2020 to the present; the President of Yu Fei International Investment Ltd. (the parent company of RUNG CHEN SIH CO., LTD. and JENJUDAN CO., Ltd.) since November 2020 to the present, the President of RUNG CHEN SIH CO., LTD. since 2016 to the present, the President of JENJUDAN CO., Ltd. since July 2018 to the present, the President of JENJUDAN INTERNATIONAL Co., Ltd. since May 2018 to the present, and the President of RCS TRUEDAN LLC since October 2022 to present.

ITEM 3: LITIGATION

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

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Initial Master Franchise Fees

The total initial master franchise fees to allow the Master Franchisee to sub-franchisee to own and operate Tea Shops within the Territory is a lump-sum one-time amount fees ranging from US\$200,000 to US\$250,000 (the "Initial Franchise Fees").

100% of the Initial Franchise Fees is payable within two (2) calendar days before the execution date this Agreement. The Initial Franchise Fees are not refundable and must be paid in full without reduction or offset.

Refundable Security Deposit

You are also responsible for a refundable security deposit of US\$50,000 (the “Refundable Security Deposit”), payable upon signing of the Master Franchise Agreement. Refundable Security Deposit will be returned to the Master Franchisee, without interest following the expiration or termination of the Master Franchise Agreement if the Master Franchisee has not materially breached this Agreement.

Uniforms

You have to purchase the uniforms from us and your retailing personnel will wear our uniform. The cost of uniforms is from US\$300 to US\$500.

ITEM 6: OTHER FEES

Type of fee (note 1)	Amount	Due Date	Remarks
Royalty Fees	5% of the Gross Monthly Sales, minimum US\$150 per month.	The royalty fee for the previous month is payable before the 25 th 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.
Renewal Fees	US\$40,000~US\$50,000	Prior to granting franchise renewal.	You may renew the Franchise upon the expiration of the Term for successive periods of five (5) years upon satisfying required conditions.
Audit/Inspection Fee	Cost of audit.	When billed.	Our employees or agents have the right to enter sub-franchisee’s Tea Shop without notice during business hours to inspect for determining sub-franchisee’s compliance with standards and the Master Franchise Agreement. In principle such inspection is conducted once a year. If we deem it necessary, the inspection may be conducted more frequently. You should

			bear the economy class round-trip air ticket and three-star or above accommodations for the employees or agents assigned by us and we shall bear the meals, local transportation and salary for the employees or agents assigned by us.
Late Payment	Interest on unpaid amount at 5% per month or highest rate allowed by law.	When billed.	
Liquidated Damages for Violation	US\$200,000	Within thirty (30) calendar day after the written notice is issued.	All gains that you derive from the violations shall also be refunded to us.
Cost and Attorney Fees	Will vary under circumstances.	On demand.	If you default under the Master Franchise Agreement, you must reimburse us for the expenses we incur (such as attorney fees) in enforcing or terminating the applicable Master Franchise Agreement.
Indemnification	Will vary under circumstances.	On demand.	You must reimburse us for the costs and damages we incur in for any claims that arise from your Tea Shop's operation.

Notes:

All fees as described in Item 6 are non-refundable, imposed by and are paid to us. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and they must be paid in full. Except as specifically stated above, fees may be adjusted based on changes in market conditions, our cost of providing services and future policy changes. At the present time we have no plans to adjust fees schedule over which we have control.

ITEM 7: ESTIMATED INITIAL INVESTMENT

Type of Expenditure (note 1)	Estimated Amount or Estimated Low-High Range (US\$)	When Due	Method of Payment	Refundable	To Whom Payment is to be Made
Franchise Fee (note 2)	US\$200,000~ US\$250,000	Within two (2) calendar days before the execution date of Master Franchise Agreement	As arranged	No	Us
Refundable Security Deposit	US\$50,000	When signing the Master Franchise Agreement	As arranged	Yes	Us

Rental for Warehouse	US\$0~US\$6,000	Before opening, as arranged	As specified in lease	No	Third party
Licenses, Permits, Fees and Deposit	US\$3,150~US\$5,250	Lump Sum	Before opening, as arranged	No	Third party
Office Equipment & Supplies	US\$1,600~US\$4,800	As incurred	As arranged	No	Third party
Uniforms	US\$300~US\$500	Before Opening Payable on the date of the payment for first shipment of raw materials	Before Opening	No	Us
Insurance (3)	US\$2,200~US\$5,300	As incurred	Before opening, as arranged	No	Third party
Advertisement	US\$10,500~US\$26,500	As incurred	Before Opening, as arranged	No	Third party
Additional Funds – 3 Months (note 4)	US\$21,000~US\$63,000	As incurred	As arranged	No	Third Party
Total Cost	US\$288,750.00 ~ US\$446,350.00				

Notes:

1. This table illustrate the estimated costs for the first 3 months following the commence operation of your master franchise business. The initial funds required must be reevaluated since most costs are not within our control and may change at frequent intervals. These figures are estimates only and we cannot and do not guarantee that your costs will fall within the stated ranges. These estimated ranges are based on our experience and information provided by non-US master franchisees of our affiliated entities. Costs are constantly changing and your costs may be higher. You should perform due diligence to investigate all potential costs before proceeding.
2. Approximately 25% of the total Initial Franchise Fees will go to the training, 15% will go to the opening support, and 10% will go to the marketing support.
3. You must provide commercial general liability coverage with minimum limits in the amount of US\$2,000,000 per occurrence in accordance with our published standards, (subject to change) and maintain other insurance in accordance with state law requirements. Some property owners may require higher levels of commercial general liability insurance or other insurance coverage under their leases. Initial premiums for commercial general liability are subject to change due to market forces beyond our control, but usually range between US\$1,000 and US\$2,500 per year. The cost of other coverage, including workers' compensation coverage and your discretionary purchases, varies widely, but may range from US\$2,200 to US\$5,300 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.
4. Additional Funds is an estimate of the funds needed to cover business (not personal) expenses during the first three (3) months of operating the Tea Shop. It includes estimated cost of sales and operating expenses incurred during the initial three (3) months (such as payroll, utilities, taxes and other expenses), although your actual cost may be higher. The Additional Funds exclude owner's salary/draw, non-Tea Shop management expenses, and the purchase of the Tea Shop's opening inventory. Cash flow from your operations may not be adequate to cover operating and other costs

during the initial phase of business. Your cost will depend on factors such as how much you follow our recommended method and procedures, your management, marketing and general business skills, local economic conditions, the local market for the products and services, competition, local cost factors and the sales level achieved by you. There is no guarantee that the amounts specified are adequate or that additional investment by you is not necessary during the three (3) months of initial operation or afterwards.

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

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

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required purchases

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

We do not have exclusive suppliers of our products, cups, teas, or equipment at this point, and we will provide you with a list of suppliers that already meet our specifications. For your information, our affiliates, JENJUDAN CO., LTD. and RUNG CHEN SIH CO., LTD., are approved suppliers, but they 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 all our approved suppliers represent over 95% of the total purchases

for establishing and operating the franchised business, and among them the items purchased from us and/or our affiliates represent approximately 20% to 25%. 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 Truedan System. Before approving any supplier, we may take into consideration: a) consistency of products and/or name brands in (and between) our Truedan 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 Truedan System as a whole, which means that certain franchisees may pay higher prices than they could receive from another supplier that is not approved. We reserve the right to withhold approval of a supplier at our discretion. A list of approved suppliers is available on request.

Our criteria for approving alternative suppliers are not available to you or your proposed suppliers. You and/or the supplier may request approval by submitting the request to us in writing. We may require that samples from the supplier be delivered to us or to a designated independent testing laboratory for testing prior to approval and use. All requests will be reviewed in accordance with our then-current procedures and we will take into consideration our available resources, which may affect the timing of our response. The supplier must meet our then-current specifications, standards and requirements, which may include signing a non-disclosure agreement and a guarantee of performance. We may change our specifications, standards and requirements at any time. There is no limit on our right to do so. If the supplier that you propose is initially approved or rejected, we will notify you and the supplier within thirty (30) to sixty (60) calendar days depending on the nature of the products or services. We may withdraw our approval at any time if the supplier's performance does not meet our criteria, we change our specifications, standards or requirements or other reasons. There is not administrative supplier testing fees, 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 some raw materials from our designated suppliers. We and our affiliate are also approved suppliers, but we are not the only approved supplier of any product or service.

Revenue from master franchisee purchases

We and our affiliate may derive revenue from required purchases, but not from leases by master franchisees, as we do not lease any products or equipment to our master franchisees. We are not the only suppliers of products for the Tea Shop. Our total revenue in 2025 from the United States was US\$0.00. Our revenue from all required purchase and lease is US\$0 in 2020 from the United States and there was zero (0%) percentage of our total revenues from required purchases and leases. JENJUDAN CO., LTD., is our affiliate and its total revenue in 2025 from required purchases made by the franchisees located in the United States was US\$0.00. RUNG CHEN SIH CO., LTD. is also our affiliate and its total revenue in 2025 from required purchases made by the franchisees located in the United States was US\$0.00.

Except as described above, neither we nor our affiliates currently derive revenue or other material consideration on account of our or their actual or prospective dealing with you and other master franchisees.

However, we and our affiliates reserve the right to do so and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliate agree otherwise with the supplier) for any purposes we and our affiliates deem appropriate.

To our knowledge, except for TRUEDAN LLC, JENJUDAN CO., LTD. and RUNG CHEN SIH CO., LTD., there are no approved suppliers in which any of our officers or directors own an interest.

Other Requirement

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

Before you use advertising materials, you must send us for review samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. We will reply to you within seven (7) working days of the general review process and three (3) working days for urgent cases. You may not use any advertising, promotional, or marketing materials that we have not approved.

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 Truedan System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular supplier.

Negotiated prices

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

Material benefits

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

ITEM 9: MASTER FRANCHISEE'S OBLIGATIONS

MASTER FRANCHISEE'S OBLIGATIONS

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

Obligation	Article in Master Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Not applicable	Items 1, 11 & 12
b. Pre-opening purchase/lease	Articles 2.13, 2.14, 5.3.1 & 5.3.2	Items 1, 6, 7, & 11

c. Site development and other pre-opening requirements	Articles 2.12, 2.13, 2.14, 3 & 8.1	Items 1, 6, 7, & 11
d. Initial and ongoing training	Article 3	Items 5 & 11
e. Opening	Articles 2.15	Item 11
f. Fees	Articles 1.3, 1.5, 1.6, 3.10, 3.12, 8.5 & 9	Items 5, 6 & 7
g. Compliance with standards and policies/Operations Manual	Articles 1.1, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.19, 4.6, 7.1 & 8.1	Item 11
h. Trademarks and Proprietary information	Articles 2.6, 2.7, 4.9, 4.10, 4.11 & 6.5.2	Items 13 & 14
i. Restrictions products/services offered	Articles 2.9, 2.11, 6, 8.6 & 8.11	Item 16
j. Warranty and customer service requirement	Article 2.8, 4.3 & 13.5	Item 11
k. Exclusive right and sales quotas	Articles 2.1, 2.2 & 2.3	Items 1 & 12
l. Ongoing product/service purchases	Articles 5 & 8.3	Item 8
m. Maintenance, appearance and remodeling requirements	Articles 2.6, 2.7, 2.8, 2.12 & 8.3	Item 11
n. Insurance	Article 8.4	Items 8
o. Advertising	Articles 4	Items 11
p. Indemnification	Article 16	Item 6
q. Owner's participation/management/staffing	Articles 2.12, 2.13, 2.15, 2.16 & 3.4	Items 11 & 15
r. Records and reports	Article 2.15, 4.1 & 7.1	Item 1
s. Inspections and audits	Articles 3.11 & 8.5	Items 11
t. Transfer	Articles 18.3 & 18.4	Item 17
u. Renewal	Article 9	Item 17
v. Post-termination obligations	Articles 13.5, 13.7, 14.1 & 15	Item 17
w. Non-competition covenants	Article 14	Item 17
x. Dispute resolution	Articles 17.2	Item 17
y. Other	Not applicable	None

ITEM 10: FINANCING

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

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

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

Pre-Opening Obligations

1. We make the standards of the Truedan System available to you in our operation manuals, trainings, and in other forms of communication. We shall arrange the training within 6 weeks after Master Franchisee's request³ (See Articles 1.1 & 3.3 of the Master Franchise Agreement).

2. We will provide you with basic design and floor plan for a fee of US\$2,200. You or your sub-franchisee will arrange for the construction or remodeling of each Tea Shop. (See Articles 8.1 of the Master Franchise Agreement).
3. Advertising and promotional materials for use in your operation may be accessed from the cloud database provided us. (See Articles 4.4 of the Master Franchise Agreement).
4. We will provide you with a copy of our operations manual concerning techniques of managing and operating the Tea Shop. (See Articles 1.1 & 2.1 of the Master Franchise Agreement).
5. We will provide advice regarding authorized suppliers of equipment and materials used, and inventory offered for sale, in connection with the Tea Shop. (See Articles 1.1 of the Master Franchise Agreement).
6. We will make available for the overall decoration space design, installation and decoration. Specifically, we will provide you with specification and details requirements of all necessary equipment, signs, fixtures, opening inventory, and supplies so you may convey to your sub-franchisees. For 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 2.8 & 5.1 of the Master Franchise Agreement).

Post-Opening Obligations

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

1. We will provide you with standards for the location, physical characteristics and operating systems of Tea Shops and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of master franchisees and their personnel; the marketing of products and our brand; and all other things affecting the experience of consumers who patronize our Truedan 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 1.1 & 2.5 of the Master Franchise Agreement).
2. We will review the new suppliers who you or your sub-franchisees suggest and notify you the result within thirty (30) to sixty (60) calendar days depending on the nature of the products or services. (See Article 2.10 of the Master Franchise Agreement).
3. In response to the market changes, seasonal products and alternative raw materials, we will provide an updated version of the Raw Material Purchase Order Form from time to time. (See Article 5.3.9 of the Master Franchise Agreement).

Please note that it usually takes a sub-franchisee two (2) to three (3) months between (i) the earlier of the (a) signing of the Sub-Franchise Agreement or (b) first payment of Fees; and (ii) the opening of the Tea Shop. The reason may be due to factors such as the availability of a site, financing, building permits, zoning and local ordinances. We typically do not experience shortages or delayed installation of equipment, fixtures, and signs.

Advertising Expenditures

You must spend reasonable amount on advertising for the Tea Shops in local advertising at your expense, and we estimate that an approximately your 3% of the total gross sales of the previous year 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 Usage Specification of Corporate Identity System and obtain our prior written approval of all your local advertising and promotional plans and all materials you would like to use and it will be at your expense.

We do not currently have a marketing fund, though we reserve the right to establish and administer such a marketing fund in the future on a regional or national basis and which will be contributed into only by our

master franchisees. We do not anticipate enacting the marketing fund during this calendar year, or until we determine that a sufficient number of Tea Shops are open and operating so that regional or national advertising provides a benefit to the Truedan System. When and if established, the amount to be paid to the marketing fund is certain percentage of Gross Monthly Sales to be determined by both Parties in writing. Neither marketing fund nor any funds for advertising and marketing will be used for advertisement that is principally a solicitation for the sale of franchises for Truedan System. We do not currently have a master franchisee advertising council that advises us on advertising policies, though we reserve the right to establish such a council in the future. For the calendar year ending December 31, 2025, 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 Truedan brand, the source of the advertising would be an in-house advertising department. Currently we do not have a minimum amount on advertising in the area or territory where you are located.

Computer and Electronic Cash Register Systems

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

We require you to process and record all of your sales on a point of sale/back office system (“POS System”) that would fulfill our requirement and standard and approved by us. The cost of purchasing a POS System that fits our requirement and standard is estimated to be a lump-sum fee of US\$2,100, provided however, the cost may change depending on the cost structure of the POS System that you license or purchased.

You should provide us with the highest authority in the POS system to enable us to access your data and the sub-franchisee’s data within the POS system at any point in time from anywhere in the world without any restriction. We may require you to upgrade or update your computer hardware or software during the term of the Master Franchise Agreement. There are no contractual limitations on the frequency or cost of this obligation.

Operations Manual

We will provide to you a copy of the Operation and Management Practice Manual (the “Operations Manual”) for the Truedan System that you are franchised to operate. Each operations manual contains mandatory and suggested standards, operating procedures and rules that we prescribe for the Truedan 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, you will approve a site that your sub-franchisee selects and you are responsible in ensuring that your sub-franchisee’s Tea Shops is build, constructed, or refurbished in accordance to the standard, generic plans and specifications provided by us 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. All construction will be at your sole expense.

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

Hiring and Training

If you have already received the trainings provided by us in connection to signing a unit franchise agreement or an area development franchise agreement with us, we will not provide the training to you. We do not provide any assistance in hiring your employees or training your sub-franchisees.

If we provide the training to you, we will provide it in according to the time schedule agreed by both parties and the training schedule. You shall cooperate fully to ensure the accuracy of the knowledge transfer. You will request us to provide the training only after confirming the site of your training center and we shall arrange the training within six (6) weeks after your request. You shall comply with all training provided by us and develop the management ability of sub-franchise's employees to maintain the Truedan brand.

The training is free of charge and provided by us. The first stage of training is conducted at the place of our company or at a location designated by us for a period of one (1) month; the second stage of training is conducted at the place designated by us for a period of fourteen (14) calendar days. In each training stage, if you fail to pass the test, the training hours must be increased according to the learning situation.

For the first stage training in your first Tea Shop, you shall assign and send at least three (3) employees (hereinafter referred to as "Personnel") to attend the training provided by us before opening. The second stage training is provided by the one (1) to two (2) lecturers who sent by us to the place designated by us.

In the first stage training, all expenses such as salary, air tickets, transportation, meals, accommodation and other expenses incurred by the Personnel assigned by you shall be borne by yourself solely. If there are more than 3 personnel appointed by you, for each additional one, we will charge an additional fee of US\$100 per day, and the total number of personnel shall not exceed 5. For the second stage training, you shall bear the lecturers' round-trip economy class air tickets to and from Taiwan, local transportation, meals, and accommodations of three-star or above; if you request us to send more than two (2) lecturers, we may decide whether to agree to this request according to the situation, and charges you an additional lecturer fee of US\$200 per day for each additional lecturer. If you request to conduct the first stage of training in location other than our company or a location designated by us, you shall bear the lecturers' round-trip economy class air tickets to and from Taiwan, local transportation, meals, and three-star or above accommodations.

When you start training your sub-franchisee and you are more than six (6) months away from the end of its last training completion by us, or we, at our sole discretion following our audits, considers that you shall be retraining, we have the right to request you to send personnel to conduct retraining and retesting. However, this does not apply in the event that the you have your own tea shop in connection with a unit franchise agreement or an area development franchise agreement with us.

For the retraining, you shall assign one (1) to three (3) staffs to the place designated by us to conduct retraining and retesting. All expenses such as salary, air tickets, transportation, meals, accommodation, and other expenses incurred by such staffs shall be borne by yourself solely. The term of retraining is at least two (2) weeks. If such staffs who attend the retraining fail to pass the retesting, we will increase the number of retraining hours on a case-by-case basis, at a minimum increased by one week each time. We will charge an additional fee of US\$100 per day per each staff attending the retraining.

Our training program includes but is not limited to the following: basic SOP training, Day & Day Operation, customer service, beverage making, kitchen prep, reception, store setup & closing procedures, station shifting practices and final exam & operation assessment.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Location
Basic SOP Training	24	the place designated by us
Day & Day Operation	46~56	the place designated by us
Customer Service	48~72	the place designated by us
Beverage Making	48~72	the place designated by us
Kitchen Preparation	48~72	the place designated by us
Reception	26~32	the place designated by us
Store Setup & Closing Procedures	36~46	the place designated by us
Station Shifting Practices	30~38	the place designated by us
Final Exam & Operation Assessment	8~10	the place designated by us
Total Hours	314 ~ 422 hours	

We have a dedicated team of instructors to facilitate Truedan's initial mandatory training program. The lead trainer, Ms. Molly Chen, has over seven (7) years of expertise in the hospitality, training, and service industries. Ms. Chen has successfully conducted training sessions for tea shops across various international locations, including United States and China.

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

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.

Chapter 1 Company Introduction	P 01 ~ 05
Chapter 2 A Day in the Store	P 06
Store Opening Procedures	P 07 ~ 09
Store Closing Procedures	P 10 ~ 12
Chapter 3 Personnel Development	P 13
Store Promotion Organizational Chart and Job Responsibilities	P 14
Dress Code Regulations	P 15
New Employee On-boarding Process	P 16
Educational Training About the Store	P 17
Headquarters Courses	P 18
Chapter 4 Sanitation Management	P 19
Specifications for Cloth Usage	P 20
Warehouse Environment	P 21 ~ 23
Storefront	P 24
Counter and Surrounding Equipment	P 25
Mechanical Devices	P 26
Hardware Equipment	P 27
Stainless Steel Equipment	P 28
Store Record Sheets	P 29
Basic Cleaning	P 30
Chapter 5 Equipment Maintenance	P 31

Receipt printer / order ticket printer	P 32 ~ 33
Label sticker printer	P 34 ~ 35
Cup Sealing Machine	P 36 ~ 40
Steamer	P 42
Refrigerator	P 43 ~ 48
Filter Cartridge	P 49 ~ 55
Eight-track timer	P 56
Faucet Maintenance	P 57 ~ 58
Air conditioner	P 58 ~ 59
Attachment Files	P 60
Attachment (1) Store Opening Operation Checklist	P 61
Attachment (2) Store Closing Operation Checklist	P 62
Attachment (3) Store Learning Journey	P 63
Attachment (4) Store Cleaning Record Form	P 64
Attachment (5) Equipment Maintenance and Repair Record	P 65
Attachment (6) Operating Regulations	P 66

ITEM 12: TERRITORY

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

We reserve the absolute right to distribute goods or services through the use of the Internet or other electronic communications, telephone, mail or similar methods, regardless of the destination of the products or services. We may not solicit or accept orders from consumers inside your Tea Shop, but we may direct orders to your Tea Shop through Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of the Tea Shop. Other than the Royalty Payment, we will not be compensated by you for soliciting or accepting orders from the Tea Shop.

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

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

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

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

ITEM 13: TRADEMARKS

The Master Franchise Agreement give you the non-exclusive right to operate a Tea Shop under the

“”, “JENJUDAN®”, “”, and “TRUEDAN®” trademark. By trademark, we mean trade names, trademarks, service marks, emblems, designs, merchandising devices and logos used to identify your Tea Shop (collectively “Truedan 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 Truedan Trademarks. You cannot use any of our company names or Truedan 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 Truedan 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 Truedan Trademarks or any variation of them (like “true dan,” “jen ju dan,” or “true brown sugar bubble tea”) and you may not use your name in connection with our Truedan Trademarks in advertising your Tea Shop (such as “John Smith’s Truedan”). You may not use any of our company names or Truedan Trademarks for the sale of any unauthorized product or service or in a manner we have not authorized in writing. These Truedan 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 Truedan Trademarks on vehicles if you first obtain our written consent. We have a license from our parent, Yung Truedan, to use and to sublicense the use of the Truedan Trademarks. All rights in and goodwill from the use of the Truedan Trademarks accrue to us and our affiliates. No agreement limits our right to use or license the use of the Truedan Trademarks related to the franchise.

The Truedan 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
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Truedan USA (California-Master)
February 2026 FDD

	5750144	May 14, 2019
JENJUDAN	5925115	December 3, 2019
	5814305	July 23, 2019
TRUEDAN	6267877	February 9, 2021

The Truedan Trademarks are owned by Mr. Yung-Chen Kao or RUNG CHEN SIH CO., LTD. and each trademark owner has entered into a license agreement with us granting us the exclusive right and license to use, with the right to sublicense, to use, have used, sell, distribute, market, reproduce, and display the Truedan Trademarks in the United States for the purpose of operate the Tea Shops and to franchise the right to operate the Tea Shop. The term would be 10 years with the right of automatic renewal.

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

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

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

There is no effective decision, ruling or order of the United States Patent and Trademark Office, Copyright Office of the Library of Congress or any court, which could materially affect the ownership or use of any patents or copyrighted materials. Our right to use or license these patents and copyrighted items is not materially limited by any agreement or known infringing use. There are no agreements currently in effect, which significantly limit our rights to use, or license the use of, such patents or copyrights in any manner material to you. We may use and incorporate into any Truedan System, changes and improvements that you or your employees or contractors develop. We do not have an obligation to you or the developer of these changes or improvements in connection with such use.

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

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

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

You or your Principal Operator must complete our training program. Furthermore, you or your Principal Operator must supervise, train and evaluate the performance of your employees so that they provide competent and efficient service to customers.

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

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

ITEM 16: RESTRICTIONS ON WHAT THE MASTER FRANCHISEE MAY SELL

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

You may not advertise, offer for sale or sell, any products and/or services that we have not authorized. We reserve the right to change the types of authorized products and services at any time in our discretion. You agree to promptly undertake all changes as we require from time to time.

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

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

THE FRANCHISE RELATIONSHIP

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

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

Provision	Articles in the Master Franchise Agreement	Summary
a. Length of the franchise term	§1	For the Master Franchise Agreement, the term is five (5) years. (Note 1)
b. Renewal or extension of the term	§9	Conditional Renewal. (Note 2)
c. Requirements for master franchisee to renew or extend	§9	The Master Franchise Agreement may be renewed for a period up to five (5) years. The renewal may require you to sign agreement with materially different terms. (Note 2)
d. Termination by master franchisee	§12	The master franchisee may terminate the Master Franchise Agreement upon any grounds available by law.
e. Termination by franchisor without cause	§10	We may terminate the Master Franchise Agreement upon any grounds available by law.
f. Termination by franchisor with “cause”	§11	We may terminate the Master Franchise Agreement by providing a prior 60-days written notification if you commit a default that cannot be cured or fail to timely cure a default that may be cured under the Master Franchise Agreement or any agreements with any of our affiliates.
g. “Cause” defined – curable defaults	§11	Except where your state’s law may provide otherwise, except as stated in section h of this table, all defaults must be cured within sixty (60) calendar days after notice. (Note 3)
h. “Cause” defined – non-curable defaults	§10	The following defaults cannot be cured by you: you or the business to which the franchise relates has been the subject of an order for relief in bankruptcy, judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or you admit your inability to pay your debts as they come due; you abandon the franchise by failing to operate the business for five (5) consecutive calendar days during which you are required to operate the business under the Master Franchise Agreement; you make any material misrepresentations relating to the acquisition of the franchise business or you engage in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system; you fail, for a period of ten (10) calendar days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise; you, after curing any failure in accordance with Article 11 of the Master Franchise

		Agreement engages in the same noncompliance whether or not such noncompliance is corrected after notice; you repeatedly fail to comply with one or more requirements of the franchise, whether or not corrected after notice; the franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against you remain unsatisfied for thirty (30) calendar days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the Master Franchise Agreement or upon any property used in the franchised business, and it is not discharged within five (5) calendar days of such levy; you are convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise; you fail to pay any franchise fees or other amounts due to we or our affiliate within five (5) calendar days after receiving written notice that such fees are overdue; or we make a reasonable determination that continued operation of the franchise by you will result in an imminent danger to public health or safety. (note 4)
i. Master franchisee's obligations on termination/nonrenewal	§16	Upon expiration or termination of the Master Franchise Agreement, you must shall not use our "Truedan" system or Trademark; all sub-franchisee, and all of your rights and obligations shall be assigned to us or our designee effective as the date of such termination or expiration; and the relevant documents shall be delivered to us or the person designated by us.
j. Assignment of contract by franchisor	§18	We may assign our rights to any person or entity that agrees in writing to assume all of our obligations without your approval. Upon transfer, we will have no further obligation under this Master Franchise Agreement, except for any accrued liabilities.
k. "Transfer" by master franchisee – definition	§18	A "transfer" by you is any sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any interest in either the Master Franchise Agreement, the franchise itself, or any proprietorship, partnership, limited liability company ("LLC") or corporation which owns any interest in the franchise, to any person, persons, partnership, association, LLC or corporation, whether by contract, operation of law or otherwise.

l. Franchisor approval of transfer by master franchisee	§18	You may transfer any of your right or obligation as set forth in the Master Franchise Agreement, or the operation or ownership of any Tea Shop to a third party.
m. Conditions for franchisor approval of transfer	§18	the Territory and the associated rights and obligations are a package and are not themselves divisible in any way. Any transfer requires Franchisor's prior written consent, but in this case, Franchisor has the right to terminate this Agreement and sign a new agreement with Master Franchisee
n. Franchisor's right of first refusal to acquire master franchisee's business	Not Applicable	Not Applicable.
o. Franchisor's option to purchase master franchisee's business	Not Applicable	Not Applicable.
p. Death or disability of master franchisee	§18	In the event a person holding a direct or indirect interest dies, that person's legal representative must, within six (6) months of the event, apply in writing to transfer that interest with notice to all other persons having a direct or indirect interest in the Master Franchise Agreement
q. Non-competition covenants during the term of the franchise	§14	You agree that during the term of this Master Franchise Agreement, you will not, either directly or indirectly, invest, operate the same, similar, competitive or may competitive business entity or organization, or to support the business entity or organization for your interests, also to be serve as a director, supervisor, manager, supervisor, employee or consultant of the aforementioned business. brown sugar bubble tea
r. Non-competition covenants after the franchise is terminated or expires	§14	You agree that you will not, for a period of two (2) years after the expiration or termination of this Master Franchise Agreement, either directly or indirectly, invest, operate the same, similar, competitive or may competitive business entity or organization, or to support the business entity or organization for your interests, also to be serve as a director, supervisor, manager, supervisor, employee or consultant of the aforementioned business. (note 5)
s. Modification of the Master Franchise Agreement	§20	The Master Franchise Agreement may only be modified by the parties in writing.
t. Integration/merger clause	Not Applicable	Not Applicable
u. Dispute resolution by arbitration or mediation	§17	Non-binding mediation conducted in California.
v. Choice of forum	§17	Litigation must be in California.
w. Choice of law	§17	California law applies. (note 6)

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

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a master franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Master Franchisor's management by contacting David You, International Business Department, at 3F-1., No.361, Danan Rd., Shilin Dist., Taipei City 111, Taiwan, +886-2-2882-5858 #2210, oversea@truedan.com.tw, or the Federal Trade Commission, and the appropriate state regulatory agencies."

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
(Master Franchise Businesses)
for Year 2023 to 2025

Outlet Type	Year	Outlets at the Start of the year	Outlets at the End of the Year	Net Change
Franchised	2023	5	1	-4
	2024	1	0	-1
	2025	0	0	+0
Company-Owned	2023	0	0	+0
	2024	0	0	+0
	2025	0	0	+0
Total Outlet	2023	5	1	-4
	2024	1	0	-1
	2025	0	0	+0

Table 2
Transfer of Outlets from Master Franchisees to New Owners
(Other than the Master Franchisor) (Master Franchise Businesses) for Year 2023 to 2025

State	Year	Number of Transfer
-	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table 3
Status of Franchised Outlets (Master Franchise Businesses) for Year 2024 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Master Franchisors	Ceased Operations – Other Reasons	Outlets at End of the Year
CA	2023	4	0	3	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
NY	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
Total	2023	5	0	3	0	0	1	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0

Table 4
Status of Company-owned Outlets (Master Franchise Businesses) for Year 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlet Closed	Outlets Sold to Franchisee	Outlets at End of the Year
-	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table 5
Master Franchise Businesses Projected Openings as of December 31, 2025

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

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

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

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

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

ITEM 21: FINANCIAL STATEMENT

Attached as Exhibit A is the audited financial statements for the fiscal year of 2022, 2023 and 2024, as well as the unaudited income statement and unaudited balance sheet dated December 31, 2025. Our fiscal year end date is December 31.

ITEM 22: CONTRACT

The Following Agreements are exhibits to this Disclosure Documents:

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

ITEM 23: RECEIPT

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

Exhibit A

Financial Statement



TRUEDAN LLC

Financial Statements

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

With Independent Auditor's Report



TRUEDAN LLC
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Independent Auditor's Report

To the Sole Member and Sole Manager
TRUEDAN LLC
Taipei City, Taiwan (R.O.C.)

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Simon & Edward, LLP

Rowland Heights, California

April 16, 2025

TRUEDAN LLC

Balance Sheets

<i>December 31,</i>	<i>2024</i>	<i>2023</i>	<i>2022</i>
ASSETS			
Current Assets:			
Cash	\$ 572,682	\$ 599,662	\$ 660,475
Accounts receivable	1,500	1,500	-
Other receivable - related party	-	-	-
Total current assets	574,182	601,162	660,475
Non-Current Assets:			
Deferred tax assets, net	-	-	25,633
Total asset	\$ 574,182	\$ 601,162	\$ 686,108
LIABILITIES AND MEMBER'S EQUITY			
Current Liabilities:			
Other payable	\$ 14,000	\$ 23,080	\$ 16,325
Other payable – related party	6,462	6,462	49,000
Unearned revenue	-	21,934	40,000
Security deposit – current	33,000	33,000	-
Income tax payable	25	25	25
Total current liability	53,487	84,501	105,350
Non-current Liabilities:			
Unearned revenue – non-current	-	-	21,934
Security deposit – non-current	-	-	33,000
Total non-current liability	-	-	54,934
Total liabilities	53,487	84,501	160,284
Member's Equity			
Member's contribution	532,062	532,062	532,062
Retained earnings (Accumulated deficit)	(11,367)	(15,401)	(6,238)
Total member's equity	520,695	516,661	525,824
Total liabilities and member's equity	\$ 574,182	\$ 601,162	\$ 686,108

See accompanying notes to financial statements

TRUEDAN LLC
Statements of Operations

<i>For the Year Ended December 31,</i>	<i>2024</i>	<i>2023</i>	<i>2022</i>
Revenue	\$ 21,934	\$ 43,500	\$ 43,253
Cost of revenue	-	-	-
Gross income	21,934	43,500	43,253
Selling, general and administrative expenses	(17,075)	(26,205)	(27,407)
Operating income	4,859	17,295	15,846
Income before income tax	4,859	17,295	15,846
Income tax (expenses) benefit	(825)	(26,458)	(5,202)
Net Income (Loss)	\$ 4,034	\$ (9,163)	\$ 10,644

See accompanying notes to financial statements

TRUEDAN LLC**Statements of Changes in Member's Equity**

	Member's Contribution	Retained earnings (Accumulated deficit)	Total Member's Equity
Balance - December 31, 2021	\$ 50,000	\$ (16,882)	\$ 33,118
Member's contribution	482,062		482,062
Net income	-	10,644	10,644
Balance - December 31, 2022	\$ 532,062	\$ (6,238)	\$ 525,824
Net loss	-	(9,163)	(9,163)
Balance - December 31, 2023	\$ 532,062	\$ (15,401)	\$ 516,661
Net Income	-	4,034	4,034
Balance - December 31, 2024	\$ 532,062	\$ (11,367)	\$ 520,695

See accompanying notes to financial statements

TRUEDAN LLC

Statements of Cash Flows

<i>For the Year Ended December 31,</i>	<i>2024</i>	<i>2023</i>	<i>2022</i>
Cash flows from operating activities:			
Net income (loss)	\$ 4,034	\$ (9,163)	\$ 10,644
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Deferred income tax	-	25,633	4,377
Change in assets and liabilities:			
Account receivable	-	(1,500)	-
Other payable	(9,080)	6,755	16,273
Unearned revenue	(21,934)	(40,000)	(40,000)
Other payable – related party	-	(42,538)	9,000
Income tax payable	-	-	(22,803)
Security Deposit	-	-	33,000
Net cash provided (used) by operating activities	(26,980)	(60,813)	10,491
Cash flows from investing activities:			
Other receivable - related party	-	-	120,000
Net cash used in investing activities	-	-	120,000
Cash flows from financing activities			
Proceed from member's contribution	-	-	482,062
Net cash provided by financing activities	-	-	482,062
Net increase (decrease) in cash	(26,980)	(60,813)	612,553
Cash – beginning of period	599,662	660,475	47,922
Cash – end of period	\$ 572,682	\$ 599,662	\$ 660,475
Supplemental disclosure of cash flow information:			
Cash paid during the year for:			
Income taxes	\$ 825	\$ 825	\$ 23,628
Interest	\$ -	\$ -	\$ -

See accompanying notes to financial statements

1. PRESENTATION AND NATURE OF OPERATIONS

TRUEDAN LLC (hereinafter “the Company”) is a Delaware corporation that was incorporated on March 23, 2020. The Company is 100% owned by a single individual.

The Company’s principal operations are to grant franchises to operate TRUEDAN 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 its related party company, RUNG CHEN SIH CO., LTD, which is 100% owned by the same single member, Ms. SHING RUNG WU. The trademarks of TRUEDAN stores owned by the related party company, RUNG CHEN SIH CO., LTD. are granted for 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

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

Accounting Standards Issued but Not Yet Adopted

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

Cash and Cash Equivalents

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

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.

Topic 606 changed the timing of recognition of initial franchise fee revenue from franchisees. 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 franchise fees on a straight-line basis over the term of the franchise agreement, which is usually 3 years.

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.

3. INCOME TAXES

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

Year ended December 31, 2024	Federal		State		Total
Current	\$	-	\$	825	\$ 825
Deferred		-		-	-
Total income tax expense	\$	-	\$	825	\$ 825

Year ended December 31, 2023	Federal		State		Total
Current	\$	-	\$	825	\$ 825
Deferred		19,650		5,983	25,633
Total income tax expense	\$	19,650	\$	6,808	\$ 26,458

Year ended December 31, 2022	Federal		State		Total
Current	\$	-	\$	825	\$ 825
Deferred		3,241		1,136	4,377
Total income tax expense	\$	3,241	\$	1,961	\$ 5,202

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

December 31, 2024	Federal		State		Total
Non-current deferred tax assets					
Unearned revenue	\$	-	\$	-	\$ -
Accrued Expenses		630		210	840
State taxes		174		-	174
NOL		14,540		4,226	18,766
Valuation allowance		(15,344)		(4,436)	(19,780)
Total Deferred tax assets	\$	-	\$	-	\$ -

December 31, 2023	Federal		State		Total
Non-current deferred tax assets					
Unearned revenue	\$	4,606	\$	1,532	\$ 6,138
State taxes		174		-	174
NOL		11,411		3,243	14,654
Valuation allowance		(16,191)		(4,775)	(20,966)
Total Deferred tax assets	\$	-	\$	-	\$ -

TRUEDAN LLC

Notes to Financial Statements

December 31, 2022	Federal	State	Total
Non-current deferred tax assets			
Unearned revenue	\$ 13,006	\$ 4,325	\$ 17,331
State taxes	174	-	174
NOL	6,470	1,658	8,128
Valuation allowance	-	-	-
Total Deferred tax assets	\$ 19,650	\$ 5,983	\$ 25,633

4. CONCENTRATION OF CREDIT RISK

Cash

The Company maintains cash in one account within a financial institution. The standard insurance amount is \$250,000 per depositor under the FDIC's general deposit insurance rules. As of December 31, 2024, 2023 and 2022, uninsured cash balance was \$322,682, \$349,662 and \$410,475.

Major customer

The Company has one major customer which represented 100% of its total revenue of the Company. Revenue, accounts receivable and unearned revenue from the customers for the years ended and as of December 31, 2024, 2023 and 2022 as follows:

For the year ended December 31, 2024				As of December 31, 2024	
	Franchise Income	Brand Management Income	Total Revenue	Accounts Receivable	Unearned revenue
Customer A	\$ 21,934	\$ -	\$ 21,934	\$ 1,500	\$ -
Total	\$ 21,934	\$ -	\$ 21,934	\$ 1,500	\$ -
For the year ended December 31, 2023				As of December 31, 2023	
	Franchise Income	Brand Management Income	Total Revenue	Accounts Receivable	Unearned revenue
Customer A	\$ 40,000	\$ 3,500	\$ 43,500	\$ 1,500	\$ 21,934
Total	\$ 40,000	\$ 3,500	\$ 43,500	\$ 1,500	\$ 21,934
For the year ended December 31, 2022				As of December 31, 2022	
	Franchise Income	Brand Management Income	Total Revenue	Accounts Receivable	Unearned revenue
Customer A	\$ 40,000	\$ 3,253	\$ 43,253	\$ -	\$ 61,934
Total	\$ 40,000	\$ 3,253	\$ 43,253	\$ -	\$ 61,934

5. RELATED PARTY TRANSACTIONS

Truedan LLC applied for Franchise Disclosure Document (FDD) in 2020, so the Company asked its related party - JENJUDAN INTERNATIONAL CO., LTD, which is 100% owned by the same single member, Ms. SHING RUNG WU, to collect the franchise income. In May and December 2020, the full franchise income amount of \$120,000 was paid by the franchisee in advance to the company's related party - JENJUDAN INTERNATIONAL CO., LTD. As of December 31, 2024, 2023, and 2022, the Company had other receivables for the franchise income in aggregate of \$Nil, \$Nil and \$Nil, respectively.

In July 2022, the professional fee amount of \$9,000 was paid on behalf of the company by its related party - JENJUDAN INTERNATIONAL CO., LTD. As of December 31, 2024, 2023, and 2022, the Company had other payables for the professional fee in aggregate of \$ Nil, \$ Nil and \$9,000, respectively.

On July 20, 2021, the Company signed two training and store-opened support agreements for its area franchise businesses with its related party - RUNG CHEN SIH CO., LTD. The term of each agreement is from July 20, 2021 to December 31, 2021. According to the agreements, the Company must pay training and store-opened supporting fees of \$21,000 and \$19,000, respectively. The training and store-opened supporting fees amounted to \$Nil, \$ Nil and \$ Nil for the year ended December 31, 2024, 2023 and 2022, respectively. As of December 31, 2024, 2023, and 2022, the Company has other payable for the training and store-opened supporting fees in aggregate of \$Nil, \$Nil, and \$40,000, respectively.

In April 2023, JENJUDAN INTERNATIONAL CO., LTD requested the Company to collect franchise income from its New York branch. As of December 31, 2024, 2023, and 2022, the Company had other payable in aggregate of \$6,462, \$6,462 and \$ Nil, respectively.

For the years ended December 31, 2024, 2023 and 2022, the related party company - RUNG CHEN SIH CO., LTD. internally transferred the franchise operating right to the Company without charging any royalty cost. RUNG CHEN SIH CO., LTD granted 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 related party company - RUNG CHEN SIH CO., LTD. for the exclusive purpose of operating the franchise business in California (the "Store").

6. SUBSEQUENT EVENTS

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

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

TRUEDAN LLC
Balance Sheets
December 31, 2025

ASSETS

Current Assets:

Cash	\$	554,157
Current financial assets at amortised cost		
Accounts receivable		1,500
Other current assets		
Total current assets		555,657

Non-Current Assets:

Deferred income tax assets, noncurrent		
Operating lease right-of-use asset		
Other non-current asset		
Total non-current assets		-

Total assets	\$	555,657
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LIABILITIES AND MEMBER'S EQUITY

Current Liabilities:

Unearned revenue	\$	
Accrued liabilities		9,300
Current lease liabilities		
Other payable		6,487
Total current liabilities		15,787

Non-Current Liabilities:

Unearned revenue		
Non-current lease liabilities		
Security Deposit, net of current portion		33,000
Total non-current liabilities		33,000

Total liabilities		48,787
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Commitments and contingencies

Member's Equity:

Capital contribution from member		532,062
Accumulated deficit		(25,192)
Total member's equity		506,870

Total liabilities and member's equity	\$	555,657
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TRUEDAN LLC
Statements of Operations
From January 1 to December 31, 2025

Revenue	\$	0.00
Cost of revenue		0.00
Gross profit		0.00
Operating expense		(13,000.00)
Income (loss) from operations		(13,000.00)
Other income (expenses):		
Interest income		0.00
Other loss		0.00
Total other income		0.00
Income (loss) before income tax		(13,000.00)
Income tax benefit (expense)		
Current income tax expense		(825.00)
Total income tax benefit (expense)		(825.00)
Net income (loss)	\$	(13,825.00)

Exhibit B

珍煮丹代理加盟合約書 TRUEDAN Master Franchise Agreement

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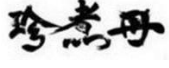
珍煮丹代理加盟連鎖合約書

TRUEDAN Master Franchise Agreement

本代理加盟連鎖合約(即「本合約」)，係由TRUEDAN LLC，係一個依照美國德拉瓦州法律合法組織及有效設立之公司，其主要營運地址為:8 The Green, Suite A, Dover, Delaware 19901 (以下稱為「加盟連鎖業者」)及 _____，一個依照 _____ 法律合法組織及有效設立之公司，其主要營運地址為: _____ (以下稱為「代理商」)，於西元 _____ 年 _____ 月 _____ 日(即「生效日」)所簽訂。

This Master Franchise Agreement (the “Agreement”) is made and entered into this date of _____, _____ (the “Effective Date”) by and between TRUEDAN LLC, a limited liability company organized and existing under the laws of Delaware with a principal place of business at 8 The Green, Suite A, Dover, Delaware 19901 (the “Franchisor”) and _____, a company organized and existing under the laws of _____ with a principal place of business at _____ (the “Master Franchisee”).

前言 Recital

緣，加盟連鎖業者獲得「JENJUDAN」、「TRUEDAN」、「」、「」或其他標示及標誌之使用授權(即「授權商標」，附件一)，並得再將授權商標授權予第三人；

Whereas, Franchisor is the licensee of the trademarks “JENJUDAN “,” TRUEDAN “,”  “,”  “ or other marks and logos as set forth in Attachment 1 (the “Trademarks”), and is authorized to sub-license the Trademarks to third parties;

緣，授權人擁有先進技術、管理系統、持續創新之產品開發及獨創系統之相關知識，此等系統與珍煮丹茶飲店(即「茶飲店」)設立之發展及營運有關，具有獨特之產品線、具有特色之裝潢、設備、室內裝潢、色彩組合，以及授權人或授權人關係企業可能不時更改、改進和進一步開發之庫存及會計系統(即「珍煮丹系統」)。

Whereas, Franchisor possesses 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 Truedan tea shop (the “Tea Shop”) establishment with unique product lines, distinctive fixtures, equipment, interior and exterior accessories, color scheme, inventory and accounting system, of which may be changed, improved, and further developed by Franchisor or Franchisor’s affiliates from time to time (the “Truedan System”);

緣，加盟連鎖業者希望授予代理商有權於地區內(定義如下)經營珍煮丹代理加盟連鎖事業。代理商將授予再加盟給次加盟商(定義如下)，以使用珍煮丹系統及商標且依照加盟連鎖業者之營運手冊，建立和經營茶飲店。並且，代理商希望且同意依據此處規定之條件接受此等授權。

Whereas, Franchisor desires to grant Master Franchisee has right for the operation of Truedan master franchise business in the Area (defined below). Master Franchisee will grant sub-franchise to Sub-franchisee (defined below) to establish and operate the Tea Shop in the Area (as defined below) using the Truedan System and the Trademarks, and in according with Franchisor’s operation manuals. And Master Franchisee desires and agrees to accept such grant, according to the term and conditions set forth herein.

1 授權標的、合約期間與費用 Scope of Authorization, Term, and Fees

1.1 授權標的 Scope of Authorization：

加盟連鎖業者有權制訂珍煮丹系統各方面之「標準」，包括地點、硬體特色、茶飲店營運系統之品質及其他概念、銷售之產品、供應商資格、代理商及其人員之資格、組織管理及訓練、適時行銷產品及加盟連鎖業者之品牌，包括行銷展示；以及所有其他會影響珍煮丹系統顧客消費經驗之事項。加盟連鎖業者會透過營運手冊、訓練、現場協助或其他溝通方式將這些標準提供給代理商，加盟連鎖業者也會不定時更新這些溝通方式。珍煮丹系統可能有時無法完全一致，加盟連鎖業者於必要時或認為需要時，將不定時變更這些標準。加盟連鎖業者於本合約期間(定義如下)內，授權代理商得按本合約之約定，利用珍煮丹系統及使用授權商標經營珍煮丹代理加盟連鎖。

Franchisor has the right to establish “Standards” for various aspects of the Truedan System that include the location, physical characteristics and quality of operating systems of Tea Shops and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of master franchisees and their personnel; the timely marketing of products and our brand, including execution of marketing windows; and all other things affecting the experience of consumers who patronize the Truedan System. Franchisor makes those Standards available to you in our operation manuals, trainings, on-site assistance, and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout the Truedan System, and Franchisor may from time to time vary Standards as we deem necessary or desirable for the Truedan System. Franchisor authorizes Master Franchisee may utilize Truedan System and use Trademarks operate the Truedan master franchise business according to the terms and conditions in this Agreement during the Term (defined below) of this Agreement.

1.2 合約期間 Term：

除雙方另有書面約定或本合約有提前終止之情形外，合約期間自生效日起為5年（以下簡稱「合約期間」）。

Unless otherwise agreed in writing by both parties or this Agreement is terminated earlier, the term of this Agreement shall be 3 years from the Effective Date (hereinafter referred to as the “Term”).

1.3 授權金 Franchise Fee：

本合約之授權金總計美金_____元整。

The franchise fee of this Agreement is US\$_____.

1.4 代理商應於本合約簽訂前2個日曆日給付100%授權金。授權金為不可返還之費用，且必須全額支付，不得有任何扣除或抵銷。

Master Franchisee shall pay 100% franchise fee 2 calendar days before signing this Agreement. The franchise fee is not refundable and must be paid in full, without any reduction or offset.

1.5 可歸還之保證金：美金50,000元，簽約時代理商應支付全額。如代理商無重大違約之情形，保證金將於本合約屆滿或終止後返還。

Refundable Security Deposit is US\$50,000, Master Franchisee shall pay full amount when signing this Agreement. Refundable Security Deposit will be returned to Master Franchisee at upon the expiration or termination of this Agreement if Master Franchisee has not

materially breached this Agreement.

1.6 權利金 Royalty Fee：

- 1.6.1 代理商就其次加盟商開幕營運之每間茶飲店，均需支付權利金(即「權利金」)。

Master Franchisee shall pay a royalty fee (the “Royalty Fee”) for each Tea Shop which opens and operates by its Sub-franchisee.

- 1.6.2 權利金為每店每月總銷售額的5%，每間茶飲店每月最低之權利金為US\$1,500。每月銷售總額係指每一間茶飲店銷售我們的產品、食品、飲料及其他商品以及經我們認可之產品及服務之總金額扣除(a)由顧客處扣除並繳交給適當的政府稅務機關之加值稅、銷售稅、服務稅；及(b)所有顧客退款及帳務調整或促銷折扣金額，包括老年公民折扣。

The Royalty Fee is 5% of the gross monthly sales of Tea Shop, the Minimum Royalty Fee per month for each Tea Shop is US\$1,500. The 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 each Tea Shop per month but excluding: (a) value-added, sales or service taxes collected from customers and paid to the appropriate governmental taxing authority; and (b) all customer refunds and adjustments and promotional discounts, including senior citizens discount.

- 1.6.3 權利金於任何情況下均不可返還且必須全額支付不得有任何扣除或抵消。

The Royalty Fee is a non-refundable fee under no circumstances and must be paid in full without any deduction or offset.

- 1.6.4 次月25日，代理商應向加盟連鎖業者支付權利金。

Master Franchisee shall pay the Royalty Fee to Franchisor on the 25th day of next month.

- 1.6.5 支付方式：全額匯至加盟連鎖業者指定帳戶，並附相關匯款證明文件。

Payment Method: Remitting the full amount to the account designated by Franchisor, and providing the relevant remittance documents.

- 1.6.6 代理商如有隱匿次加盟商茶飲店之月總銷售額，經加盟連鎖業者發現後，應於收到加盟連鎖業者通知之10個日曆日內補繳權利金。每間茶飲店每月最低之權利金為US\$1,500。

In the event that the Franchisor has discovered that the Master Franchisee has misreported the gross monthly sales of Sub-Franchisee's Tea Shops, after being discovered by Franchisor, Master Franchisee shall pay the Royalty Fee within 10 calendar days after receiving the notice from Franchisor. the Minimum Royalty Fee per month for each Tea Shop is US\$1,500.

1.7 指定帳戶 Designated Account

銀行 Bank	CTBC Bank (1222-10406)
BANK SWIFT CODE	CTHCUS66
戶名 Account Name	TRUEDAN LLC
帳號 Account Number	3800448407

- 1.8 所有支付的金額都應扣除依法應代為扣繳之賦稅。如代理商有應代授權人為扣繳稅務之情形，代理商應通知加盟連鎖業者並提供扣繳稅務之相關資料。

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

2 授權模式 Authorizing Model

- 2.1 加盟連鎖業者於此授予代理商獨家、不可轉讓之權利及許可，得於區域內透過簽署次加盟連鎖契約，授予再加盟給次加盟商，以利次加盟商使用珍煮丹系統及加盟連鎖業者之營運手冊建立及營運茶飲店(「開發權」)。

Franchisor hereby grants to Master Franchisee the exclusive, non-transferable right and license, to grant sub-franchise to Sub-franchisee in the Area by entering into a sub-franchise agreement to establish and operate the Tea Shop using the Truedan System and Franchisor's operation manuals ("Development Rights").

- 2.2 加盟連鎖業者授權代理商於合約期間內，有權得於具體區域: _____ (即「區域」)內，利用珍煮丹系統並使用授權商標進行再授權。代理商承諾並保證透過其根據次加盟連鎖契約之次加盟商所取得、建立和經營之茶飲店數量，不少於第2.3條規定之最低營運數量(定義如下)。

Franchisor authorizes Master Franchisee to have right to sub-franchise within the Term by using the Truedan System and using the Trademarks in the specific area: _____ (the "Area"). Master Franchisee undertakes to and guarantees to secure, establish and operate the numbers of Tea Shops, through its Sub-franchisee under sub-franchise agreement, not less than the "Minimum Number of Operating Tea Shops" (defined below) as stated in Article 2.3.

- 2.3 代理商須自本合約生效日起，每年完成茶飲店之最低營運數量(即「最低營運數量」如下：

Master Franchisee shall, from the Effective Date of this Agreement, achieve the minimum number of operating Tea Shop each year (the "Minimum Number of Operating Tea Shops") as follows:

第一年再授權及開幕至少合計1間茶飲店，達到累計營運1間茶飲店之目標。

In the first year, sub-franchise and open at least a total of 1 Tea Shop, achieving a total of 1 operating Tea Shop.

第二年再授權及開幕至少合計2間額外茶飲店，達到累計營運3間茶飲店之目標。

In the second year, sub-franchise and open at least 2 additional Tea Shops, achieving a total of 3 operating Tea Shops.

第三年再授權及開幕至少合計2間額外茶飲店，達到累計營運5間茶飲店之目標。

In the third year, sub-franchise and open at least 2 additional Tea Shops, achieving a total of 5 operating Tea Shops.

第四年再授權及開幕至少合計2間額外茶飲店，達到累計營運7間茶飲店之目標。

In the fourth year, sub-franchise and open at least 2 additional Tea Shops, achieving a total of 7 operating Tea Shops.

第五年再授權及開幕至少合計1間額外茶飲店，達到累計營運8間茶飲店之目標。

In the fifth year, sub-franchise and open at least 1 additional Tea Shop, achieving a total of 8 operating Tea Shops.

- 2.4 如代理商未達每年最低營運數量，則應提交書面改善計畫給加盟連鎖業者，經加盟連鎖業者核可後執行；如代理商仍無法如期履行改善計畫時，則加盟連鎖業者得依本合約第11條之規定，終止本合約。

If Master Franchisee fails to achieve the annual Minimum Number of Operating Tea Shops, Master Franchisee shall submit a written improvement plan to Franchisor, and implement the plan after Franchisor's approval. In the event that Master Franchisee fails to improve as planned, Franchisor reserve the right terminate this Agreement in accordance with Article 11 of this Agreement.

- 2.5 代理商應遵從本合約及提供給代理商的「營運管理規範手冊」之規定。加盟連鎖業者可能會不時更新「營運管理規範手冊」(即「營運手冊」)

Master Franchisee shall comply with the provisions of this Agreement and "Operation and Management Practice Manual" provided to Master Franchisee, which may be updated by the Franchisor from time to time ("Operation Manual").

- 2.6 雙方同意，加盟連鎖業者得隨時變更其品牌、商標、圖示、包裝、標語、服務標章、表彰方式等。代理商於本合約期間內，負責管理次加盟商之茶飲店，並要求次加盟商修復破損之裝潢或招牌，且必須確保整體裝修是否符合加盟連鎖業者之設計規範或加盟連鎖業者公告或指示。

Both parties agree that Franchisor may change its brand, trademark, icon, packaging, slogan, service marks, commendation method, etc. at any time. During the Term, Master Franchisee is responsible to conduct Sub-franchisee's Tea Shops and ask Sub-franchisee to repair any damaged decoration or signboard, and shall ensure that if the overall decoration conforms to Franchisor's design specifications or Franchisor's announcement or instruction.

- 2.7 未經加盟連鎖業者書面指示，代理商或其次加盟商不得擅自撤去「珍煮丹」中英文標誌或其他由加盟連鎖業者所授權之品牌之招牌、標示或標語（包括但不限於與他人聯名之標示等），且「珍煮丹」中英文標誌或其他由加盟連鎖業者所授權之品牌之招牌、標示或標語（包括但不限於與他人聯名之標示等）之使用應符合向代理商提供之品牌識別使用規範書，加盟連鎖業者可能會不時更新該品牌識別使用規範書（「品牌識別使用規範書」）。如有違反，代理商應對加盟連鎖業者之一切損害負擔連帶損害賠償責任（包括但不限於直接以及間接所受損害（包含商譽損害）、所失利益、罰鍰、罰金、規費、訴訟費用及律師費）。

Without Franchisor's writing instructions, Master Franchisee or its Sub-franchisee shall not remove the Chinese and English logos of "Truedan" or other signboard, signs or slogans of the brands authorized by Franchisor (including but not limited to the signs are jointly with others), and the use of the Chinese and English logos of "Truedan" or other brand signboards, signs or slogans authorized by Franchisor (including but not limited to co-branding signs) shall comply with the Brand Identity Guidebook that will be provided to Master Franchisee, which may be updated by Franchisor from time to time (the "Brand Identity Guidebook"). If there is a violation, Master Franchisee shall indemnify Franchisor (including but not limited to the direct and indirect damage suffered (including damage to goodwill), lost profits, fines, fines, fees, litigation costs and attorney fees).

- 2.8 本合約期間內，代理商應保證就加盟連鎖業者所提供之珍煮丹系統（含整體裝潢空間設計，裝設及擺飾等）及授權商標，除於本合約同意之範圍內，不得被另外利用、模仿、重製、改作或實施，或被利用於其次加盟商經營茶飲店以外之目的。本合約屆滿、

終止、解約或其他事由致本合約關係消滅時，亦同。代理商亦不得使用「珍煮丹」中英文標誌，或任何加盟連鎖業者之公司名稱、商標或任何有混淆之虞的名稱為其公司或其他實體名稱、電郵地址、電子識別系統或網路網域名稱之一部分。例如，代理商的企業名稱不得包含加盟連鎖業者公司名稱任何一部份或「珍煮丹」中英文標誌或變形標示，代理商亦不得將其名稱與「珍煮丹」中英文標誌連結並用以廣告其次加盟商之茶飲店（例如John Smith的珍煮丹）。當加盟連鎖業者同意代理商得於其企業上使用商標時，例如信頭、發票、訂單、收據或合約等，代理商必須清楚表明其為加盟連鎖業者之代理商，而其企業與加盟連鎖業者是各自獨立運作的。

During the Term, Master Franchisee shall guarantee that the Truedan System (including the overall decoration space design, installation and decoration, etc.) and the Trademarks provided by Franchisor shall not be utilized, imitated, remaked, modified or implemented, or used other than the purpose of operating its Sub-franchisee's Tea Shops. The above limitation also applies when the Agreement expires, terminates, terminates, or other reasons lead to the relationship in this Agreement disappears. Master Franchisee also cannot use the Chinese and English logos of "Truedan", or any of Franchisor's company names, Trademarks, or anything confusingly similar as part as part of a corporate, limited liability company, other entity name, e-mail address, electronic identifier, or internet domain name. For example, Master Franchisee's business name may not include any of Franchisor's company names or the Chinese and English logos of "Truedan" or any variation of them and Master Franchisee may not use its name in connection with the Chinese and English logos of "Truedan" in advertising its Sub-franchisee's Tea Shops (such as "John Smith's Truedan"). In all approved uses of the Trademarks on Master Franchisee's business forms such as Master Franchisee's letterhead, invoices, order forms, receipts, and contracts, Master Franchisee must identify itself as Franchisor's Master Franchisee and Master Franchisee's business as independently owned and operated.

- 2.9 代理商之次加盟商所販售之品項與售價須經加盟連鎖業者之事前書面同意，如有因地制宜之需求，應先書面取得加盟連鎖業者之同意。加盟連鎖業者將於收到代理商或其次加盟商之書面申請後的30至60個日曆日內進行核駁。

The items and prices sold by Master Franchisee's Sub-franchisee shall receive Franchisor's prior written approval. If it is necessary to adjust the items and prices in according to the local demand, Master Franchisee shall obtain Franchisor's prior written consent. Franchisor shall review Master Franchisee's or its Sub-franchisee's writing application within 30 to 60 calendar days after receiving such writing application.

- 2.10 代理商或其次加盟商得以書面申請，請求加盟連鎖業者審核新供應商。所有申請都將依加盟連鎖業者當前之程序進行審核。加盟連鎖業者將考量可供運用之資源，此將會影響加盟連鎖業者回覆之時間。新供應商必須達到加盟連鎖業者之特定要求及標準，此包括簽署保密協議及履約保證。加盟連鎖業者得隨時變更規格、標準及要求，不受任何限制。加盟連鎖業者將依照產品與服務性質之不同，於30-60個日曆日內通知代理商或其次加盟商所建議之新供應商審核結果。如果供應商表現不符合加盟連鎖業者之規範，或是加盟連鎖業者變更規格、標準或要求或有其他原因時，加盟連鎖業者隨時撤銷其對於該供應商之核准。不論審核是否通過，代理商、其次加盟商或新供應商將補償加盟連鎖業者因為測試及審核新供應商所支出之費用。

Master Franchisee or its Sub-franchise may apply in writing to request Franchisor to review the new supplier. All applications will be reviewed in accordance with Franchisor's then-current procedures. Franchisor will take into consideration our available resources, which may

affect the timing of Franchisor's response. The new supplier must meet our then-current specifications, Standards and requirements, which may include signing a non-disclosure agreement and a guarantee of performance. Franchisor may change its specifications, Standards and requirements at any time. There is no limit on Franchisor's right to do so. If the supplier that Master Franchisee or its Sub-franchisee proposes is initially approved or disapproved, Franchisor will notify Master Franchisee within 30 to 60 calendar days depending on the nature of the products or services. Franchisor may withdraw its approval at any time if the supplier's performance does not meet Franchisor's criteria, Franchisor changes its specifications, Standards or requirements or other reasons. Master Franchisee or the supplier will be required to reimburse Franchisor for all costs that Franchisor incurs in the testing and approval process whether the supplier is approved or not.

- 2.11 次加盟商欲於茶飲店販售、展示或推廣非「珍煮丹」之品牌產品、商品，應以書面告知代理商，由代理商以書面通知加盟連鎖業者並經加盟連鎖業者審核同意後，方得執行。

If Sub-franchisee wants to sell, display or promote the non-Truedan brand products or goods, Sub-franchisee shall notify Master Franchisee in writing and Master Franchisee shall notify Franchisor in writing and obtain the approval of Franchisor before implementation.

- 2.12 代理商自行負責確保次加盟商的每間茶飲店之裝潢設計及平面設計等，須依照加盟連鎖業者最新設計規範或加盟連鎖業者公告或指示。代理商須將設計圖提供給加盟連鎖業者留存。店面設計、工程施作所生之一切相關費用，及後續營運所生之維護或維修費用，應由次加盟商自行負擔。

The Master Franchisee is solely liable in ensuring that the decoration design and graphic design of Sub-franchisee's each Tea Shop shall be in accordance with Franchisor's latest design specifications or Franchisor's announcement or instruction. The Master Franchisee must provide the design drawings to the Franchisor for the purpose of record keeping. All related expenses incurred in store design and construction, as well as maintenance or repair expenses incurred in subsequent operations, shall be borne by Sub-franchisee solely.

- 2.13 次加盟商應填妥「開店申請表」(附件二)，其內容包含：店名、地址、電話、裝修進度、營運計畫、店家人力、營業時段、菜單、相關行銷活動及其他營運相關資訊，且代理商有責任確保資訊之完整性及準確性。代理商應提供此等資料提供給加盟連鎖業者留存。

Sub-franchisee should fill out the "Tea Shop Opening Application Form as set forth in "Attachment 2, which includes: name of Tea Shop, address, telephone number, renovation progress, operation plan, store manpower, business hours, menu, related marketing activities and other operation-related information, and the Master Franchisee is responsible for ensuring the information's completeness and accuracy. Master Franchisee shall provide such information to Franchisor for the purpose of record keeping.

- 2.14 茶飲店正式營業前，次加盟商應於試賣前14個日曆日，填妥「試賣通知書」(附件三)通知代理商，並經過至少為期7個日曆日之試營運與開幕行銷活動後始得營業，並提供試營運與開幕相關活動資料、數據及照片予代理商。代理商應提供此等資料提供給加盟連鎖業者留存。

Before the officially opening of Tea Shop, Sub-franchisee should fill out the "Trial Sale Notice" as set forth in Attachment 3 to notify Master Franchisee 14 calendar days before the trial sale,

and only after at least 7 calendar days of trial operation and opening marketing activities, it can be open for business, and provide trial operation and opening related event information, data and photos to Master Franchisee. Master Franchisee shall provide such information to the Franchisor for the purpose of record keeping.

- 2.15 茶飲店正式營業後，次加盟商應於每月10號前提供各店茶飲店前月之銷售數據(包括但不限於門市營業額、來客數、客單價、各飲品銷售數據、每日結帳條、當月結帳條、月損益表)給代理商。如次加盟商未於期限內繳交，經代理商通知後，次加盟商應於收到通知之3個工作日內補交。銷售數據須包含但不限於POS銷售數據、各獨立未串接銷售數據的(外賣)平台、及相關各未串接的支付平台，所有的完整地茶飲店實際銷售數據。

After Tea Shop officially opens, Sub-franchisee shall provide Tea Shop's previous month's sales data (including but not limited to Tea Shop sales, number of visitors, per customer transaction, sales data of each drink, daily checkout slips, monthly checkout slips, and monthly income statement) before the 10th of each month to Master Franchisee. If Sub-franchisee fails to provide such data before the deadline, Sub-franchisee shall provide such data within 3 working days after receiving the notification from Master Franchisee. Sales data must include but not limited to POS sales data, all independent (takeaway) platforms that are not connected to sales data, related payment platforms that are not connected to sales data, or all comprehensive and accurate sales data of the Tea Shop.

- 2.16 代理商應提出欲取得POS系統之供應商名單給加盟連鎖業者審查及確認，待加盟連鎖業者書面確認後，代理商始可進行取得POS系統以供次加盟商使用。代理商應提供加盟連鎖業者POS系統最高權限，使授權人得隨時，無限制地於全球登入及存取代理商及次加盟商POS系統裡的完整與真實資料。

Master Franchisee should submit a list of POS system suppliers which Master Franchisee would like to obtain from to Franchisor for Franchisor's review and approval. After Franchisor's written approval, Master Franchisee can proceed in obtaining the POS system for the Sub-franchisee. Master Franchisee should provide Franchisor with the highest authority in the POS system to enable Franchisor to access Master Franchisee's data and the Sub-franchisee's data within the POS system at any point in time from anywhere in the world without any restriction.

- 2.17 加盟連鎖業者有權隨時要求更換代理商之聯絡窗口，代理商應立即配合辦理之。
Franchisor has the right to request to change Master Franchisee's contact window at any time, and the Master Franchisee should immediately cooperate with it.

- 2.18 本合約期間內，代理商應自主經營、自負盈虧，加盟連鎖業者對代理商的營業額或利潤，不負任何保證責任。代理商如發生營業虧損，不得對加盟連鎖業者提出異議或任何損害賠償之請求（包括因故提前終止本合約或代理商自行歇業等情形）。

During the Term, Master Franchisee shall operate independently and be responsible for its own profits and losses. Franchisor shall not be liable for any guarantee of Master Franchisee's turnover or profits. If Master Franchisee suffers a business loss, it shall not raise an objection to Franchisor or any request for damages (including the early termination of this Agreement or the circumstances such as cessation of business by itself).

- 2.19 代理商應管理核准程序，以確認每個潛在的次加盟商和每個潛在的茶店滿足加盟連鎖業者當時對新次加盟商和新茶店之所有要求，這些要求可能會被加盟連鎖業者不時修改、替換或補充。加盟連鎖業者亦保留以書面通知代理商，核准任何所有潛在的次加

盟商和潛在茶飲店之權利。

Master Franchisee shall conduct an approval process to confirm that each potential Sub-franchisee and each potential Tea Shop meets all of Franchisor's then-current requirements for new Sub-franchisee and new Tea Shop, as the same may be amended, replaced or supplemented by Franchisor from time to time. Franchisor also reserves the right, upon written notice to Master Franchisee, to approve any or all potential Sub-franchisee and potential Tea Shop.

- 2.20 加盟連鎖業者對於任何潛在的次加盟商或潛在的茶飲店之核准，絕不保證該潛在的次加盟商或潛在的茶飲店之成功，而僅表明潛在的次加盟商或潛在的茶飲店於總體上符合加盟連鎖業者當時的要求。

Franchisor's approval of any potential Sub-franchisee or potential Tea Shop is in no way a guarantee as to the success of that potential Sub-franchisee or potential Tea Shop, but only an indication that the potential Sub-franchisee or potential Tea Shop generally meets Franchisor's then-current requirements.

- 2.21 一旦潛在的次加盟商及其茶飲店按照第 2.20 條規定的審批程序獲得批准，代理商應與相關次加盟商就該經核准之茶飲店，以加盟連鎖業者核准形式之次加盟連鎖契約進行簽約。經簽署之次加盟連鎖契約副本應在相關經核准之茶飲店開幕前，發送給加盟連鎖業者，以供加盟連鎖業者備案。

Once a potential Sub-franchisee and its Tea Shop have been approved pursuant to the approval process described in Article 2.20, Master Franchisee shall enter into a sub-franchise agreement in relation to the relevant approved Tea Shop with the relevant Sub-franchisee in the form approved by Franchisor. Executed copies of the sub-franchise agreement shall be sent to Franchisor before the opening of the relevant approved Tea Shop for Franchisor's record.

- 2.22 除非本合約另有約定或經加盟連鎖業者書面核准者外，次加盟連鎖契約應符合且不低於本合約之條款。

Except as otherwise provided herein or approved by Franchisor in writing, the sub-franchise agreement shall be in compliance with, and no onerous less than, the terms of this Agreement.

- 2.23 代理商應遵守加盟連鎖業者關於任何次加盟連鎖契約或其項下任何權利之修改、續約、終止、移轉、轉讓或更新之所有要求，這些權利加盟連鎖業者可能會不時修改、替換或補充。加盟連鎖業者亦保留在向代理商發出書面通知後，核准任何次加盟連鎖契約之任何或所有修訂、續約、終止、移轉、轉讓或更新之權利，或其項下之任何權利。

Master Franchisee shall follow all of Franchisor's requirements relating to the amendment, renewal, termination, transfer, assignment or novation of any sub-franchise agreement, or any rights thereunder, as the same may be amended, replaced or supplemented by Franchisor from time to time. Franchisor also reserves the right, upon written notice to Master Franchisee, to approve any or all amendments, renewals, terminations, transfers, assignments or novation of any sub-franchise agreement, or any right thereunder.

- 2.24 代理商應確保每個次加盟商不得以任何方式或於本合約以外之任何目的使珍煮丹系統。

Master Franchisee shall ensure that each Sub-franchisee shall not use the Truedan System in any manner or for any purpose other than this Agreement.

- 2.25 代理商承諾確保次加盟商始終遵守各自之次加盟連鎖契約，並在違反任何次加盟連鎖契約和/或本合約之任何條款時，立即以書面形式通知加盟連鎖業者，並且就任何事件之通知，不晚於任何此等事件發生後之14個日曆日。代理商同意，任何次加盟商之任何作為或不作為而與本合約或次加盟聯契約之條款不一致者，將被視為代理商違反本合約。

Master Franchisee undertakes to ensure that Sub-franchisee complied with respective sub-franchise agreement at all times, and to notify Franchisor promptly in writing if there is a breach of any term of any sub-franchise agreement and/or this Agreement and, in any event, no later than 14 calendar days of any such occurrence. Master Franchisee agrees that any act or omission of any Sub-franchisee which is inconsistent with the terms of this Agreement or sub-franchise agreement will be deemed a breach of this Agreement by Master Franchisee.

- 2.26 代理商不會因簽訂任何次加盟連鎖契約而解除或免除本合約項下所生之任何義務或責任。

Master Franchisee is not discharged or relieved from any obligation or liability arising under this Agreement by entering into any sub-franchise agreement.

- 2.27 代理商對於每個次加盟商或每個次加盟商人員之作為、不作為、違約和疏忽，此特許加盟商應承擔全部責任，就如同代理商或代理商人員之作為、違約或疏忽一樣。

Master Franchisee is liable to Franchisor for the acts, omissions, defaults and negligence of each Sub-franchisee, or each Sub-franchisee's personnel, as fully as if they were the acts, defaults or negligence of Master Franchisee or Master Franchisee's personnel.

- 2.28 加盟連鎖業者如認為任何次加盟商有或類似侵犯加盟連鎖業者之機密資訊或授權商標，或者該次加盟商未能遵守其於次加盟連鎖契約下之任何義務時，則加盟連鎖業者得向代理商發出書面通知，要求代理商停止使用任何次加盟商。

Franchisor may, by written notice to Master Franchisee require Master Franchisee to cease using any Sub-franchisee where Franchisor considers that such Sub-franchisee has or is like infringed Franchisor's confidential information or Trademarks, or such Sub-franchisee fails to comply with any of its obligations under the sub-franchise agreement.

- 2.29 除非本合約另有規定，只要代理商始終遵守本合約，加盟連鎖業者於合約期間內之任何時間均不得 (i) 於區域內管理、建立和/或經營任何茶飲店；(ii) 授予任何其他個人或實體於區域內管理、建立和/或經營任何茶飲店之任何權利；(iii) 授予任何其他個人或實體權利或許可，以授予任何其他個人或實體再加盟，以管理、建立和/或經營區域內的任何茶飲店。

Except as otherwise described in this Agreement, as long as Master Franchisee remains in compliance with this Agreement, Franchisor shall not at any time during the Term (i) manage, establish and/or operate any Tea Shop in the Area; (ii) grant to any other individual or entity any right to manage, establish and/or operate any Tea Shop in the Area; or (iii) grant to any other individual or entity the right or license to grant sub-franchise to any other individual or entity to manage, establish and/or operate any Tea Shop in Area.

- 2.30 代理商也瞭解並同意，區域不包括任何機場或其他交通樞紐、體育場館、體育場館和設施、醫院、學校、學院和大學校園、企業校園、企業餐廳、健身俱樂部、軍事基地、賭場、會議中心、商店、商場售貨亭或封閉式購物中心，或位於該區域內具有地理邊

界之市集或嘉年華會（「非傳統地點」）的其他類種類之地點。

Master Franchisee also understands and agrees that the Area do not include any airports or other transportation terminals, sports arenas, stadiums and facilities, hospitals, schools, college and university campuses, corporate campuses, corporate cafeterias, health clubs, military base, casinos, convention centers, stores, mall kiosks or enclosed shopping centers, fairs or festivals, or other similar types of locations that have a restricted trade area (Non-Traditional Locations”) locate within the geographic boundaries of the Area.

3 教育訓練 Training

- 3.1 加盟連鎖業者將依據雙方議定之時程及教育訓練計畫表，提供教育訓練給代理商。代理商應全力配合，以確保轉移之精準度。如代理商曾因與加盟連鎖業者簽署單店加盟連鎖契約或區域開發加盟連鎖契約而曾接受過加盟連鎖業者所提供之教育訓練時，則加盟連鎖業者將不再依本條規定提供教育訓練。

Franchisor will provide training to Master Franchisee according to the time schedule agreed by both parties and the training schedule. Master Franchisee shall cooperate fully to ensure the accuracy of the knowledge transfer. If the Master Franchisee has already received trainings provided by the Franchisor in connection to signing an unit franchise agreement or an area development franchise agreement with the Franchisor, the Franchisor will not provide the training as set forth in this Article.

- 3.2 代理商應於確定其培訓中心地點後，方可要求進行教育訓練。

Master Franchisee will request Franchisor to provide the training only after confirming the site of its training center.

- 3.3 加盟連鎖業者應於代理商提出要求後之6週內安排教育訓練。

Franchisor shall arrange the training within 6 weeks after Master Franchisee's request.

- 3.4 代理商應遵照加盟連鎖業者所安排之全部教育訓練之內容，並培養次加盟商員工之經營管理能力，以善盡維護品牌之責。

Master Franchisee shall comply with all training provided by Franchisor and develop the management ability of Sub-franchise's employees to maintain the Truedan brand.

- 3.5 教育訓練，由加盟連鎖業者免費提供。第一階段訓練於加盟連鎖業者公司所在地或加盟連鎖業者指定之地點進行，為期1個月；第二階段訓練由加盟連鎖業者指定之地點進行，為期14個日曆日。各訓練階段，如代理商未通過考核，皆須視學習狀況增加訓練時數。

The training is free of charge and provided by Franchisor. The first stage of training is conducted at the place of Franchisor's company or at a location designated by Franchisor for a period of 1 month; the second stage of training is conducted at the place designated by Franchisor for a period of 14 calendar days. In each training stage, if Master Franchisee fails to pass the test, the training hours must be increased according to the learning situation.

- 3.6 第一階段訓練，代理商應至少指派3名員工(以下稱為「受訓人員」)參加加盟連鎖業者提供之教育訓練，第二階段訓練由加盟連鎖業者派遣1-2位講師前往加盟連鎖業者指定之地點進行。

For Master Franchisee's first stage training in its first Tea Shop, Master Franchisee shall assign and send at least 3 employees (hereinafter referred to as "personnel") to attend the training

provided by Franchisor before opening. The second stage training is provided by 1 to 2 lecturers who sent by Franchisor to the place designated by Franchisor.

- 3.7 如加盟連鎖業者於台灣舉辦其他訓練計畫、加盟店大會或各類研習會時，則代理商每年至多派員至台灣實地受訓一次，惟代理商應自行負擔該等人員之相關費用。

If Franchisor organizes other training programs, franchise store conferences or various seminars in Taiwan, Master Franchisee shall send personnel to Taiwan for on-site training at most once a year, and Master Franchisee shall bear the relevant expenses of such personnel.

- 3.8 受訓人員於受訓期間皆須按照訓練計畫表與受訓課程規範進行受訓。

During the training period, the personnel shall comply with the training program and training course specifications to accept the training.

- 3.9 加盟連鎖業者將針對受訓人員所受之教育訓練內容進行檢測以完成結訓。

Franchisor will test the content of the training received by the personnel to completing the training.

- 3.10 若受訓人員未能通過加盟連鎖業者之檢測，加盟連鎖業者應繼續輔導至受訓人員通過檢測為止，使受訓人員能進行所有事項之執行，繼續輔導所生或相關之費用(包含但不限於繼續輔導之課程費:每天美金300元、受訓人員之食宿交通費等)，均由代理商負擔。

If the personnel cannot pass the Franchisor's test, Franchisor shall continue to train the personnel until the personnel pass the test. To facilitate the personnel's continuous training Master Franchisee shall be responsible for all expenses incurred or is related to the continuing training (including but not limited to the course fee for continuing tutoring at US\$300 per day, and all transportation, accommodation and meal expenses for the personnel).

- 3.11 當代理商開始培訓其次加盟商且已距離代理商自總部結訓達6個月以上或經加盟連鎖業者稽核後，加盟連鎖業者認為代理商有必要回訓時，加盟連鎖業者有權要求代理商派員進行回訓及重新考核。但如代理商與加盟連鎖業者有簽訂單店加盟連鎖契約或區域開發加盟連鎖契約，並擁有自己之企業茶飲店時，則本條規定不適用。

When Master Franchisee start training its Sub-franchisee and the Master Franchisee is more than 6 months away from the end of its last training completion by the Franchisor, or the Franchisor, at its sole discretion following Franchisor's audits, considers that Master Franchisee shall be retraining, Franchisor has the right to request Master Franchisee to send personnel to conduct retraining and retesting. However, this article does not apply in the event that the Master Franchisee has its own corporate tea shop in connection with a unit franchise agreement or an area development franchise agreement with the Franchisor.

- 3.12 第一階段訓練，代理商指派員工受訓所產生受指派員工之薪資、機票、交通、膳食、住宿等各項費用，均由代理商自行負擔。如代理商指派之受訓人員超過3名時，每增加一名，加盟連鎖業者將酌收每日美金100元之額外費用，受訓總人數最多不得超過5名。第二階段訓練，代理商應負擔第3.6條所定人數講師自台灣前往當地之經濟艙來回機票、當地交通、膳食、三星級或以上之飯店住宿；如代理商要求加盟連鎖業者派遣第3.6條所定人數之講師時，加盟連鎖業者得視情況決定是否同意此要求，並就每增加一名講師向代理商收取每日美金200元之額外講師費。如代理商要求第一階段訓練於加盟連鎖業者公司所在地或加盟連鎖業者指定以外之地點進行時，講師自台灣前往當地之經濟艙來回機票、膳食、三星級以上飯店住宿，均由代理商負擔。回訓時，代理商應指派

一至三名人員至加盟連鎖業者指定之地點進回訓及重新考核，此等人員之薪資、機票、交通、膳食、住宿等各項費用，均由代理商自行負擔。回訓期間至少兩週。如回訓人員未通過考核，加盟連鎖業者將視其學習狀況增加回訓時數，每次至少增加一週。每一名回訓人員，加盟連鎖業者將酌收每日美金100元之額外費用。

In the first stage training, all expenses such as salary, air tickets, transportation, meals, accommodation and other expenses incurred by the staff assigned by Master Franchisee shall be borne by Master Franchisee solely. If there are more than 3 personnel appointed by Master Franchisee, for each additional one, Franchisor will charge an additional fee of US\$100 per day, and the total number of personnel shall not exceed 5. For the second stage training, Master Franchisee shall bear the number of lecturers specified in Article 3.6 for round-trip economy class air tickets to and from Taiwan, local transportation, meals, and accommodations of three-star or above; if Master Franchisee requests Franchisor to send the number of lecturers as set forth in Article 3.6, Franchisor may decide whether to agree to this request according to the situation, and charges Master Franchisee an additional lecturer fee of US\$200 per day for each additional lecturer. If the Master Franchisee requests to conduct the first stage of training in location other than Franchisor's company or a location designated by Franchisor, Master Franchisee shall bear the lecturers' round-trip economy class air tickets to and from Taiwan, local transportation, meals, and three-star or above accommodations. For the retraining, Master Franchisee shall assign 1 to 3 staffs to the place designated by the Franchisor to conduct retraining and retesting. All expenses such as salary, air tickets, transportation, meals, accommodation, and other expenses incurred by such staffs shall be borne by Master Franchisee solely. The term of retraining is at least 2 weeks. If such staffs who attend the retraining fail to pass the retesting, Franchisor will increase the number of retraining hours on a case-by-case basis, at a minimum increased by one week each time. Franchisor will charge an additional fee of US\$100 per day per each staff attending the retraining.

- 3.13 代理商同意本合約若有提前終止之情事時，因本條所生之一切費用皆不退還予代理商。Master Franchisee agrees that if this Agreement is terminated early, all expenses incurred due to this article will not be refunded to Master Franchisee.

4 行銷資源 Marketing Resources

- 4.1 代理商於每年09/15前，提交次年品牌行銷企劃書(包含但不限於次年檔期數及時間、預計開發新品數、走期、預算等)。代理商每年之行銷預算應為前一年度總營業額的3%。該行銷預算加盟連鎖業者不收取，由代理商自行提撥預算及運用之，並須於每年度1月31日前，提供前一年度實際行銷預算之花費報表予加盟連鎖業者。

Master Franchisee shall submit the brand marketing planning proposal in the Area for the following year (including but not limited to the number of market campaigns and its schedules, the number of estimated new products, length of the campaigns, and respective budget) before September 15 of every year. The marketing budget of Master Franchisee for each year shall be its 3% of the total gross sales of the previous year. The marketing budget is not paid to Franchisor, but for Master Franchisee to use it as it sees fit, and must provide a statement of the actual marketing spending of the previous year prior to January 31 of each year.

- 4.2 次加盟商之茶飲店若需辦理「珍煮丹」品牌相關之廣告宣傳、社群媒體及對外露出，應於每月15日前提交次月活動檔期內容（包括但不限於目的、文宣品製作數量、發放

地區、活動期限等內容)及圖片至加盟連鎖業者之海外聯絡窗口審核，經代理商同意後始得為之。如為緊急、臨時或具有時效性之訊息或限時動態，次加盟商應於發布之1個日曆日前書面通知代理商並經其同意後，得不受每月15日前之限制。代理商應提供此等資料提供給加盟連鎖業者留存。

If Sub-franchisee's Tea Shop needs to handle the "Truedan" brand-related advertising, social media and external exposure, it should submit the content of the next month's event schedule (including but not limited to purpose, production quantity of promotional materials, distribution area, activity period, etc.) and pictures before the 15th of each month for the reviewing by the overseas contact window of Master Franchisee, and can only be done after Master Franchisee's consent. If it is an urgent, temporary, or time-sensitive message or a time-limited activity, Sub-franchisee shall notify Franchisor in writing and approved by Franchisor 1 calendar day before the release, and then it may not be restricted by providing before the 15th of each month. Master Franchisee shall provide such information to Franchisor for the purpose of record keeping.

- 4.3 次加盟商就其茶飲店之廣告宣傳由代理商主導處理，代理商應盡最大努力執行並推廣，以利「珍煮丹」品牌在本合約期間內提高知名度及有效營運，並對於加盟連鎖業者負責。但加盟連鎖業者若需辦理行銷活動時，代理商及次加盟商應保證配合遵守執行。

The marketing and advertising for Sub-franchisee's Tea Shop shall be managed by Master Franchisee. Master Franchisee shall do its utmost to implement and promote during the Term to increase the reputation and effective operations of the brand of TRUEDAN and be responsible to Franchisor. However, if Franchisor needs to handle marketing activities, Master Franchisee and Sub-franchisee shall ensure that it cooperates with the implementation.

- 4.4 代理商營運所需之廣告文宣設計物、菜單或其他有關商標及企業識別資訊之設計，得由加盟連鎖業者所提供之雲端資料庫取用素材。被加盟連鎖業者如自行設計，或申請加盟連鎖業者另行設計雲端資料庫以外之素材或其他廣告文宣設計物，應依第4.5條申請並經授權人審核。代理商申請加盟連鎖業者另行設計，相關設計費用由加盟連鎖業者事先報價，代理商負擔。

The design of advertising materials, menus or other related trademarks and corporate identification information required by Master Franchisee's operation may be accessed from the cloud database provided Franchisor. If Master Franchisee designs on its own, or request Franchisor to designs the materials or other advertising materials other than the cloud database, Master Franchisee should apply in accordance with Article 4.5 and be reviewed by Franchisor. The related design cost which Master Franchisee requests Franchisor to design separately shall be quoted by Franchisor in advance, and Master Franchisee shall bear it.

- 4.5 若有任何行銷專案活動考量，代理商應填寫加盟連鎖業者所提供之「行銷活動&設計工作需求單」申請並附設計圖檔供加盟連鎖業者審核。加盟連鎖業者應在一般審核流程7工作日內、急件3工作日內回覆給代理商，經加盟連鎖業者審查同意後始得為之。代理商如未依本條申請，或加盟連鎖業者審核不通過，得拒絕代理商之申請。

If there are other marketing projects, Master Franchisee shall fill out and submit the "Marketing Activity/Design Request Form" provided by Franchisor for application and attach the design drawing file for Franchisor's review and approval. Franchisor shall reply to Master Franchisee within 7 working days of the general review process and 3 working days for urgent cases, and can only do so after Franchisor's review and approval. If Master Franchisee fails to apply in

accordance with this Article, or Franchisor does not pass the reviewing, Master Franchisee's application may be rejected.

- 4.6 代理商所計畫之全部品牌相關之行銷、廣宣或其他涉及品牌形象之活動，皆應按照加盟連鎖業者所提供之「品牌識別使用規範書」，並經過加盟連鎖業者審核後該活動始得執行。

All marketing materials, advertisement, or other promotional activities involved brand images proposed by Master Franchisee shall be in accordance with Franchisor's "Usage Specification of Corporate Identity System (CIS)", and obtained prior written approved by Franchisor.

- 4.7 代理商之廣宣方式與內容，不得違反區域之相關法規，若有涉及欺騙或不實廣告等問題，代理商應自行負擔全部責任。

The method and content used by Master Franchisee for the marketing purpose shall not violate the relevant laws and regulations in the Area. If there are any problems involving fraud or false advertising, Master Franchisee shall bear full responsibility.

- 4.8 如代理商違反行銷相關法律法規，代理商除應按第15.1條賠償加盟連鎖業者因此所受之損害外，加盟連鎖業者另可沒收保證金，並逕行終止本合約並向代理商請求美金200,000元作為懲罰性違約金。

If Master Franchisee has violated the relevant marketing laws and regulations, in addition to compensating Franchisor for the damage suffered by Franchisor in accordance with Article 15.1, Franchisor may also confiscate the deposit, terminate this Agreement and claim US\$200,000 from Master Franchisee as the punitive damages.

- 4.9 代理商如知悉或發現有第三人侵害加盟連鎖業者之著作權、專利權、商標權或其他智慧財產權之情事（包括但不限於收到警告信、存證信函或主管機關函文等情形），代理商應立即以書面通知加盟連鎖業者，共同商討後續處理方式，並協助加盟連鎖業者進行保護其權益之處置。

If Master Franchisee is aware or discovers that there is a third party infringes Franchisor's copyright, patent rights, trademark rights, or other intellectual property rights (including but not limited to circumstances such as receiving warning letters, certified letters, or letters from the competent authority), Master Franchisee should immediately notify Franchisor in writing, discuss the follow-up procedures together, and assist Franchisor in protecting its rights and interests.

- 4.10 代理商所露出之所有相關文宣皆須符合加盟連鎖業者品牌形象，若有不符合之處，加盟連鎖業者有權提出下架要求，代理商應配合辦理下架。

All relevant advertising exposed by Master Franchisee must conform to the brand image of Franchisor. If there is any inconsistency, Franchisor has the right to request remove such advertising, and Master Franchisee shall cooperate in handling the removal.

- 4.11 代理商因本合約所設計之一切TRUEDAN/JENJUDAN/珍煮丹之智慧財產權，由加盟連鎖業者取得全部權利。本條約定不因本合約之屆滿或終止失其效力。

Franchisor has right to acquire all the intellectual properties which is related to TRUEDAN/JENJUDAN/珍煮丹 designed by Master Franchisee under this Agreement. This paragraph shall survive after the expiration or the termination of this Agreement.

5 供貨模式 Delivery

- 5.1 為確保品質穩定度及品牌之口味認同，於本合約期間內，次加盟商所營運之茶飲店應依照原物料採購單向代理商採購指定之原物料，而代理商應向加盟連鎖業者採購或加盟連鎖業者指定之廠商採購。非經加盟連鎖業者事前書面同意，次加盟商不得向代理商以外的第三人訂購原物料。如有違反，加盟連鎖業者得向代理商請求美金200,000元作為懲罰性違約金。

In order to ensure the stability of the product's quality and the branding's recognition, during the Term of this Agreement Sub-franchisee shall purchase the specific raw materials from Master Franchisee in according to the Raw Material Purchase Order Form, and Master Franchisee shall purchase from Franchisor or suppliers who designated by Franchisor. Without the prior written consent of Franchisor, Sub-franchisee shall not order such specific raw materials from a third party other than Master Franchisee or suppliers designated by Franchisor. If there is any violation of this Article, Franchisor may request US\$200,000 as a punitive penalty from Master Franchisee.

- 5.2 原料採購單以外之其它原物料，次加盟商經加盟連鎖業者事前同意可向當地之合法優良廠商採購。

Sub-franchisee may, with the prior consent from Franchisor, purchase the raw materials not included in the Raw Material Purchase Order Form from the legitimate local supplier.

- 5.3 原物料之出貨方式 Shipping Method of the Raw Materials

- 5.3.1 每一次加盟商首次出貨之原物料與五金、制服、杯材、以及其他物料等皆有固定數量，不得任意刪減或取消。

The quantities for each Sub-franchise's first order of the raw materials and hardware, uniforms, cups, and other suppliers are of fixed quantities and cannot be deleted or cancelled arbitrarily.

- 5.3.2 次加盟商每季應至少訂貨1次，每次訂貨金額不得低於美金3,600元，且每家店每年訂貨總金額不得低於美金\$50,000元。但因天災地變等不可抗力或新冠肺炎疫情等影響，而未達最低訂貨金額，經次加盟商向加盟連鎖業者提出證明，且經加盟連鎖業者確認無誤者，不在此限。

Franchisor shall place an order at least one time per quarter, and the amount of each order shall not be less than US\$3,600, and the total amount of orders for each store shall not be less than US\$50,000 per year. However, if the force majeure such as natural disasters or the impact of the COVID-19 epidemic causes the minimum order amount has not been reached, after Sub-franchisee submits proofs of such force majeure event to Franchisor and Franchisor has confirmed such event, and then the above limitation is not applied.

- 5.3.3 一次加盟商之單次訂貨金額未達美金7,200元，國貿條件為EXW加盟連鎖業者倉庫；單次訂貨達美金7,200元以上，國貿條件為FOB加盟連鎖業者指定之港口。

If the amount of one order from one Sub-franchisee is less than US\$7,200, the applicable of the Incoterms is EXW at Franchisor's warehouse; if the amount of one order exceeds US\$7,200, the applicable Incoterms is FOB at the port designated by Franchisor.

- 5.3.4 次加盟商發出之訂貨單，一經加盟連鎖業者確認則不得變更。再變更須取得加盟

連鎖業者之書面同意，加盟連鎖業者同時保有酌收美金\$100/次，行政處理費的權利。

Once Franchisor confirms Sub-franchisee's order, the order cannot be amended. Further changes need to be received prior written approval by the Franchisor, and Franchisor reserve the right to charge an administrative processing fee of US\$100 per each amendment.

- 5.3.5 請款單經雙方簽認後2個工作日內，次加盟商應將該請款單應付之訂貨金額，以全額到匯(T/T)方式，將該訂貨金額之全部金額匯至加盟連鎖業者指定之帳戶，不得扣除手續費。

Within 2 working days after the requisition for payment is signed by both Parties, Sub-franchisee shall remit the entire amount of the order amount which shows on the requisition for payment to the account designated by Franchisor by telegraphic transfer (T/T) without deducting from the handling fee.

- 5.3.6 訂貨金額未全額入帳前，加盟連鎖業者有權不進行相關備貨與出口作業事宜。

Franchisor has the right not to carry out related preparation and export operations before the order amount is fully received.

- 5.3.7 因匯款所生之手續費、申報費或其他費用應由次加盟商自行全部負擔。

All handling fees, reporting fees or other expenses incurred by the remittance shall be borne by Sub-franchisee.

- 5.3.8 於國貿條件FOB之情況下，加盟連鎖業者僅負責將原物料配送至加盟連鎖業者指定之台灣港口，後續運送及進口報關相關事宜皆由次加盟商自行負擔全部責任。

In case of FOB under the Incoterms, Franchisor is only responsible to deliver the raw materials to the Taiwan port designated by Franchisor. Sub-franchisee shall be full responsibility for the subsequent transportation and custom clearance matters.

- 5.3.9 因應市場變化、季節性商品及替代原物料之因素，加盟連鎖業者有可能隨時提供原料採購單之更新版。次加盟商每次訂貨之貨品以及價格應以訂貨日前，加盟連鎖業者提供之最新原料採購單之版本為準。

In response to the market changes, seasonal products and alternative raw materials, Franchisor will provide an updated version of the Raw Material Purchase Order Form from time to time. The price of each order placed by Sub-franchisee shall be based on the most updated version of the Raw Material Purchase Order Form provided by Franchisor before the order date.

6 販售品項及研發 Item for Sales and Research and Develop

6.1 販售品項 Item for Sales

- 6.1.1 加盟連鎖業者將於教育訓練時，提供茶飲店之菜單及該年度預計上市之新品手冊。

Franchisor will provide the menu of the Tea Shop and the manual of the new products that are expected to be launched in the year during the training.

- 6.1.2 除加盟連鎖業者另以書面同意外，代理商應確保次加盟商販售之產品應與加盟連

鎖業者提供之固定菜單相同，禁止刪減品項，也不得修改配方、製作方法、程序、製程、原料與操作步驟。

Unless otherwise agreed in writing by Franchisor, Master Franchisee shall ensure that the products sold by Sub-franchisee should be the same as the fixed menu provided by Franchisor, and Master Franchisee is prohibited to delete items or modify the formula, production method, procedure, manufacturing process, raw materials and preparation steps.

- 6.1.3 倘因次加盟商之營運數據顯示該品項銷售名次落後且銷售數量佔比未達全品項之3%時，代理商得向加盟連鎖業者申請下架該品項，並經加盟連鎖業者書面同意後，始得為之。

If Sub-franchisee's operating data shows that the sales of one item lags behind and the sales volume of such item is less than 3% of the total revenue, Master Franchisee may apply and request Franchisor to remove such item from the menu, and Master Franchisee may do so only after receiving Franchisor's prior written consent.

6.2 特製產品 Customized Products

- 6.2.1 特製產品需求分為代為研發、自行研發品項及其他（係指非飲品之食品），每年申請品項總計不得超過___種（含）。代理商應於前一年9月15日前提出次年規劃檔期與產品，與加盟連鎖業者議定研發需求與排程，以利物料開發，測試以及運送等安排。加盟連鎖業者有權拒絕任何緊急性的研發需求。

The request for customized products may be divided into the products that are researched and developed on behalf of Master Franchisee, Master Franchisee's self-developed products, and other products (such as non-beverage items). The total number of such products applied for each year shall not exceed _____. Master Franchisee should propose the planning campaign schedule and new products for the following year before September 15 of the previous year. It shall negotiate with Franchisor on the scheduling of research and development to facilitate procurement and transportation of required raw materials. Franchisor reserves the right to refuse last minute research and development request.

- 6.2.2 販售期間：申請特製產品以季節性商品為主，如須要延長該特製產品販售期間，應另提供該檔期銷售量供加盟連鎖業者規劃，並經加盟連鎖業者書面同意後，始得延長販售期間。

Sales Period: The application of customized products is mainly for seasonal products. If the customized product sales period needs to be extended, the sales volume of this period shall be provided for Franchisor for planning purpose. The sales period can only be extended after Franchisor's written consent.

6.3 加盟連鎖業者代為研發 Researched and Developed by Franchisor for Master Franchisee

- 6.3.1 代理商如須加盟連鎖業者代為研發，應於前一年9月15日前，向海外窗口提出研發/開發申請表，產品風格須符合珍煮丹品牌精神與形象。

If Master Franchisee requires Franchisor to do research and development on behalf of Master Franchisee, Master Franchisee should submit a research and development application form to the overseas contacting window before September 15 of the previous year. The product style must conform to the essence and image of the Truedan brand.

- 6.3.2 申請表經加盟連鎖業者書面同意後向代理商專案報價，經代理商付款日起21個工

作天後由加盟連鎖業者統一製作操作表提供代理商；該品項之營業秘密及智慧財產權為加盟連鎖業者所有，並保有一切研發、修改、上市權利。代理商僅得在加盟連鎖業者授權範圍內，於茶飲店內販售該品項。

The application form will be quoted to Master Franchisee for the project after Franchisor's written consent. Franchisor will provide a standard preparation manual to Master Franchisee after 21 working days from Master Franchisee's payment date; Franchisor owns all trade secrets and intellectual property rights related to or arising from this product, as well as all trade secrets and intellectual property rights related to the research and development, modification, and launching of the products. Master Franchisee can only sell the product in the Tea Shop within the authorized scope granted by Franchisor.

6.3.3 代為研發原物料，亦受本合約之規範，應依加盟連鎖業者之指示採購。

The raw materials which researched and developed by Franchisor for Master Franchisee is also subject to the standards as set forth in this Agreement and should be purchased in accordance with the instructions of Franchisor.

6.4 代理商自行研發 Master Franchisee's Self-developed

6.4.1 代理商如須自行研發，應於該品項上市日之3個月前，向加盟連鎖業者之海外聯絡窗口提供下列文件：

If Master Franchisee needs to research and develop the products itself, it shall provide the following documents to the overseas contact window of Franchisor 3 months before the launching date of the product:

I. 研發/開發申請表，且產品風格須符合珍煮丹品牌精神與形象。

Research and development application form, and the product style must conform to the essence and image of the Truedan brand.

II. 該品項之完整操作表，操作表之內容應據實且充分揭露相關原料、做法、程序及製作方式，且應具有可實施性，不得有虛偽、不實、隱匿等情形。

The content of the complete preparation manual of such product should be truthful and fully disclose the relevant raw materials, recipe, process and production methods, and should be implementable without any misrepresentation, falsehood, concealment, etc.

6.4.2 申請表經加盟連鎖業者書面同意後之21個工作天內，加盟連鎖業者將統一製作操作表提供代理商；該品項之營業秘密及智慧財產權為加盟連鎖業者所有，並保有一切研發、修改、上市權利；代理商僅得在加盟連鎖業者授權範圍內，於茶飲店內販售該品項。

Franchisor will provide a standard preparation manual to Master Franchisee within 21 working days after the application form is approved by Franchisor in writing. Franchisor owns all trade secrets and intellectual property rights related to or arising from this product, as well as all trade secrets and intellectual property rights related to the research and development, modification, and launching of the products. Master Franchisee can only sell the product in the Tea Shop within the authorized scope granted by Franchisor.'

6.4.3 研發原物料，亦應依加盟連鎖業者之指示採購。

The raw materials which researched and developed by Master Franchisee should be purchased in accordance with the instructions of Franchisor.

6.5 其他（係指非飲品之食品，如鹹食/甜點） Other (Refers to Non-beverage products such as savory items/desserts)

- 6.5.1 代理商如須加盟連鎖業者代為研發非飲品之食品，應於前一年9月15日前，向加盟連鎖業者之海外聯絡窗口提出研發/開發申請表，產品風格須符合珍煮丹品牌精神與形象。

If Master Franchisee needs Franchisor to develop non-beverage products on behalf of Master Franchisee, Master Franchisee should submit a research and development application form to the overseas contacting window before September 15 of the previous year. The product style must conform to the essence and image of the Truedan brand.

- 6.5.2 代理商須以申請表向加盟連鎖業者申請所有新產品，並在新產品上市前先取得加盟連鎖業者的書面同意。申請表經加盟連鎖業者書面同意之21個工作天後，由加盟連鎖業者將統一製作操作表提供代理商；該品項之營業秘密及智慧財產權為加盟連鎖業者所有，並保有一切研發、修改、上市權利；代理商僅得在加盟連鎖業者授權範圍內，於茶飲店內販售該品項。

Master Franchisee needs to submit new products application form to Franchisor for all new products, and obtain Franchisor's prior written approval before introducing such new products to the market. After 21 working days from Franchisor approves the application form in writing, Franchisor will provide a standard preparation manual to Master Franchisee. Franchisor owns all trade secrets and intellectual property rights related to or arising from this product, as well as all trade secrets and intellectual property rights related to the research and development, modification, and launching of the products. Master Franchisee can only sell the product in the Tea Shop within the authorized scope granted by Franchisor.'

- 6.5.3 代為研發原物料，亦應依加盟連鎖業者之指示採購。

The raw materials which researched and developed by Franchisor for Master Franchisee should be purchased in accordance with the instructions of Franchisor.

7 品保 Quality Assurance

- 7.1 代理商應確保次加盟商遵守茶飲店所在地之法律及營運手冊之食品、衛生、品質管理等相關規定，並應取得相關營運、食品、衛生管理相關證照（如有），並依茶飲店所在地之法律規定定期向主管機關更新資料、文件或證件。

Master Franchisee shall ensure that Sub-franchisee abide by the local laws in the Tea Shop and the relevant regulations on food, hygiene, and quality management in the operation manual, and shall obtain relevant licenses (if any) related to operation, food, and hygiene management, and regularly update the information, documents or certificates to the competent authority in accordance with the local laws and regulations of the Tea Shop.

- 7.2 如次加盟商有違反茶飲店所在地之法律及營運手冊之食品、衛生、品質管理等相關規定，代理商除應按第16.1條賠償加盟連鎖業者因此所受之損害外，加盟連鎖業者得沒收保證金，並逕行終止本合約且向代理商請求美金200,000元作為懲罰性違約金。

If Sub-franchisee violates the local law in the Tea Shop and the relevant provisions of the operation manual on food, hygiene, quality management, etc., Master Franchisee shall compensate Franchisor for the damage suffered by it in accordance with Article 16.1, and

Franchisor may confiscate the security deposit and terminate this Agreement directly and request US\$200,000 as a punitive penalty from Master Franchisee.

8 茶飲店規範 Standard for the Tea Shop

- 8.1 加盟連鎖業者將提供基本設計及圖面給代理商，但須收取美金2,200元之費用（即「設計圖面費用」）。除茶飲店所在地之法令另有規定或應不動產所有權人之要求外，代理商應確保次加盟商茶飲店之工程及設備、設計圖面及立體模型必須符合當時加盟連鎖業者所訂之標準及規格。一經加盟連鎖業者書面要求，代理商必須要求次加盟商即時更正在籌備茶飲店中任何未經核准之偏差。如次加盟商未依照上述要求及規定進行工程施作，加盟連鎖業者有權要求代理商修改或重新進行茶飲店之工程，費用由代理商負擔。

Franchisor will provide Master Franchisee with basic design and floor plan for a fee of US\$2,200 ("Design and Floor Plan Fee"). Unless requested by local law or real estate owner to change the design, Master Franchisee shall ensure that the Tea Shop's design drawings and three-dimensional models of Sub-franchisee must comply with Franchisor's then-current Standards and specifications. At Franchisor's written request, Master Franchisee must ask Sub-franchisee promptly to correct any unapproved deviations from Franchisor's Standards in the development of the Tea Shop. If Sub-franchisee fails to construct in accordance with the aforementioned requirements and rules, Franchisor reserves the right to demand Master Franchisee to modify or reconstruct the Tea Shop at Master Franchisee's cost.

- 8.2 茶飲店應按加盟連鎖業者要求或同意的營業時間營業，同時必須依照珍煮丹系統營運，但如加盟連鎖業者另以書面同意者，不在此限。

The Tea Shop shall open and in continuous operation for hours Franchise prescribes or agreed upon, and operates the Tea Shop only under the Truedan System, unless Franchisor gives written approval to do otherwise.

- 8.3 茶飲店應使用加盟連鎖業者所認可的原料、材料、設備、工具、餐具、裝備、固定配件及標示，並依加盟連鎖業者的要求做更換，且只向加盟連鎖業者認可的供應商購買。

The Tea Shop shall install and use only the raw materials, material, equipment, tool, utensils, furnishings, fixtures, and signage that Franchisor approves, replace them as Franchisor may require, and source them from approved suppliers.

- 8.4 代理商自行投保之保險種類必須包含綜合商業險，並且每一事件最低金額為美金2,000,000元，未投保前述保險可能導致代理商喪失加盟權利及負擔額外之財務責任。

The type of insurance that Master Franchisee insures on its own must include comprehensive commercial insurance, and the minimum amount for each event is US\$2,000,000. If Master Franchisee does not maintain such insurance may result in loss of Master Franchisee's franchise and additional financial obligations.

- 8.5 代理商同意加盟連鎖業者得指派其員工或代理人，在營業時間不經通知即進入次加盟商之茶飲店檢查以確保次加盟商有遵循標準及本合約事項。此項檢查原則上每年一次。如加盟連鎖業者認為有必要時，得增加檢查次數。代理商應負擔加盟連鎖業者所指派員工或代理人之經濟艙來回機票及三星級以上飯店住宿，而加盟連鎖業者應負擔所指派員工或代理人之膳食、當地交通及薪資。在檢查時加盟連鎖業者指派之員工或代理

人可以對於茶飲店的任何地方為照相或錄影。加盟連鎖業者可以擷取任何茶飲店的原料、供應品及設備或其他物品用以評估是否符合加盟連鎖業者之標準。加盟連鎖業者得要求代理商或次加盟商立即將不符合標準的物品移除，如代理商或次加盟商未照辦，加盟連鎖業者得自行移除該物品，費用均由代理商自行負擔。另外，代理商將要求其次加盟商每月配合加盟連鎖業者進行線上稽核。代理商前往次加盟商之茶飲店進行稽核時，代理商之人員應穿著加盟連鎖業者之制服。

Master Franchisee agrees that Franchisor's employees or agents have the right to enter Sub-franchisee's Tea Shop without notice during business hours to inspect for determining Sub-franchisee's compliance with Standards and this Agreement. In principle such inspection is conducted once a year. If Franchisor deems it necessary, the inspection may be conducted more frequently. Master Franchisee should bear the economy class round-trip air ticket and three-star or above accommodations for the employees or agents assigned by Franchisor and Franchisor shall bear the meals, local transportation and salary for the employees or agents assigned by Franchisor. During the course of any such inspection, Franchisor's employees or agents may photograph or video any part of the Tea Shop. Franchisor may select ingredients, products, supplies, equipment and other items from the Tea Shop to evaluate whether they comply with Franchisor's Standards. Franchisor may require Master Franchisee or Sub-franchisee to immediately remove non-conforming items, and Franchisor may remove them at Master Franchisee's expense if Master Franchisee or Sub-franchisee does not remove them upon request. In addition, Master Franchisee require Sub-franchisee to cooperate with Franchisor in conducting online audited every month. When Master Franchisee conducts the audit for Sub-franchisee's Tea Shop, Master Franchisee's personnel should wear the uniform of Franchisor.

9 續約 Renewal

- 9.1 本合約期間屆滿前，如代理商無違反本合約之情形或收到警告信，且無加盟連鎖業者認為不宜繼續經營之情事，則代理商於本合約屆滿之1年前，有權向加盟連鎖業者申請續約至多5年，續約金為原授權金之20%，即美金_____元。代理商應以附件四「續約通知書」之格式以書面通知授權方。代理商應於收到加盟連鎖業者提供之續約合約後1個月內完成簽名用印，且續約合約可能有新增之約定。

Before the expiration of this Agreement, if Master Franchisee has not violated this Agreement or received a warning letter, and there is no case that Franchisor considers that Master Franchisee is unsuitable to continue business, Master Franchisee shall have the right to apply for renewal for a period up to 5 years, and the renewal fee is 20% of franchise fee, namely US\$_____. Master Franchisee shall notify Franchisor in writing in the form of "Notice of Renewal" in Attachment 4. Master Franchisee shall complete the signature and seal within 1 month after receiving the renewal agreement provided by Franchisor, and the renewal agreement may have additional provisions.

- 9.2 除雙方另有約定外，續約之品牌管理費依照本合約品牌管理費金額。惟如本合約期間內，加盟連鎖業者對代理商送出達1次警告信時，續約之品牌管理費提高20%；如達2次警告信，提高25%。如達3次警告信，加盟連鎖業者保有不續約之權利。

Unless otherwise agreed by both parties, the Brand Maintenance Fee for the renewal agreement shall be based on the amount of the Brand Maintenance Fee in this Agreement. However, if

the Franchisor sends one warning letter to Master Franchisee during the Term, the Brand Maintenance Fee for the renewal agreement will be increased by 20%; if 2 warning letters, the Brand Maintenance Fee for the renewal agreement will be increased by 25%; if 3 or more warning letters, Franchisor reserves the right to refuse to renew this Agreement.

10 加盟連鎖業者得逕行終止合約之情形 Circumstances In Which Franchisor May Terminate this Agreement Directly

於本合約期間內，如發生下列與加盟連鎖有關之任何事件，加盟連鎖業者得立及提供一書面通知予代理商終止本合約，無須提供代理商改善之機會：

During the Term, if there occurs any of the following events which is relevant to the franchise, the Franchisor may immediately provide a written notice to the Master Franchisee to terminate this Agreement without providing the Master Franchisee an opportunity to improve:

- 10.1 代理商或與加盟連鎖相關的業務已成為破產救濟令之對象，被司法認定為陷於無資力，其全部或大部分資產已轉讓給任何債權人或為任何債權人之利益，或代理商承認其無力償還到期債務；

The Master Franchisee or the business to which the franchise relates has been the subject of an order for relief in bankruptcy, judicially determined to be insolvent, all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the Master Franchisee admits his or her inability to pay his or her debts as they come due;

- 10.2 於本合約要求代理商經營業務之時間內，代理商因連續5個日曆日沒有經營業務而放棄加盟連鎖，或者除非此等不履行是由於火災、洪水、地震或其他超出代理商控制之類似原因所致者外，於任何較短的時間之後，基於事實和現況，加盟連鎖業者得出代理商不打算繼續經加盟連鎖之結論並非不合理；

The Master Franchisee abandons the franchise by failing to operate the business for 5 consecutive calendar days during which the Master Franchisee is required to operate the business under the Agreement, or any shorter period after which it is not unreasonable under the facts and circumstances for the Franchisor to conclude that the Master Franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the Master Franchisee's control;

- 10.3 加盟連鎖業者和代理商以書面同意終止加盟連鎖；

The Franchisor and Master Franchisee agree in writing to terminate the franchise;

- 10.4 代理商就取得加盟連鎖業務作出重大不實之陳述或代理商從事為對於加盟連鎖業務或系統之經營和聲譽產生重大不利影響之行為；

The Master Franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the Master Franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;

- 10.5 代理商於接到違規通知後10個日曆日內，未能遵守任何聯邦、州或地方法律或規定，包括但不限於適用於加盟連鎖經營之所有健康、安全、建築和勞動法律或規定；

The Master Franchisee fails, for a period of 10 calendar days after notification of noncompliance, to comply with any federal, state, or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the franchise;

- 10.6 代理商在根據第11條改正任何不履行後，從事相同之違規行為，無論此等違規行為是否於通知後得到改正；

The Master Franchisee, after curing any failure in accordance with Article 11 engages in the same noncompliance whether or not such noncompliance is corrected after notice;

- 10.7 代理商多次不遵守加盟連鎖之一項或多項要求，無論於通知後是否改正；

The Master Franchisee repeatedly fails to comply with one or more requirements of the franchise, whether or not corrected after notice;

- 10.8 加盟連鎖事業或加盟連鎖事業場所被政府官員於履行職務時扣押、接管或終止贖回權，或被債權人、留置權人或出租人扣押、接管或終止贖回權，前提是對代理商之最終判決於30個日曆日內仍未得到滿足（除非已提交判決中止執行或其他上訴保證金）；或已對本合約授予之許可或加盟連鎖業務中使用之任何財產執行徵收，並且於此等徵收後五天內未被解除；

The franchised business or business premises of the franchise are seized, taken over, or foreclosed by a government official in the exercise of his or her duties, or seized, taken over, or foreclosed by a creditor, lienholder, or lessor, provided that a final judgment against the Master Franchisee remains unsatisfied for 30 calendar days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;

- 10.9 代理商被判犯有重罪或與被判有與加盟連鎖相關之任何其他犯罪行為；

The Master Franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;

- 10.10 代理商於收到費用逾期之書面通知後5個日曆日內，未向加盟連鎖業者或其關係企業支付任何加盟金或其他款項；或者

The Master Franchisee fails to pay any franchise fees or other amounts due to the Franchisor or its affiliate within 5 calendar days after receiving written notice that such fees are overdue; or

- 10.11 加盟連鎖業者做出合理之判定，被授權繼續經營加盟連鎖將對大眾之健康或安全造成迫在眉睫之危險。

Franchisor makes a reasonable determination that continued operation of the franchise by Master Franchisee will result in an imminent danger to public health or safety.

11 加盟連鎖業者得以書面通知終止合約之情形 Circumstances In Which Franchisor May Terminate This Agreement With Written Notice

代理商有發生下列情事，加盟連鎖業者得於終止前提供一60天之書面通知給代理商，要求代理商改善。如代理商自不合規通知日起60個日曆日內未改善時，本契約將立即終止。代理商並應對於加盟連鎖業者因本合約終止所產生之一切損害負損害賠償責任：

If Master Franchisee has the following occurrences, Franchisor may provide Master Franchisee a 60-days written notice in advance of the termination to ask Master Franchisee to improve. If Master Franchisee fails to improve within 60 calendar days from the date of the notice of noncompliance, this Agreement will be terminated immediately. Master Franchisee shall also be liable for Franchisor for all damages caused by the termination of this Agreement:

- 11.1 代理商違反本合約、任何與加盟連鎖業者簽訂之其他合約、加盟連鎖業者之指示、改善計畫或營運手冊之規定。

Master Franchisee defaults on any other provision of this Agreement, or any agreements signed with Franchisor, instructions by Franchisor, improvement plan or operation manuals.

- 11.2 除以按附件「異動通知書」(附件五)之格式向加盟連鎖業者通知經營權變更並經加盟連鎖業者事前書面同意外，代理商之半數以上股權移轉或讓與他人，以致代理商之實際經營者發生變更。如經營權變更之情事發生前1個月告知加盟連鎖業者並完成本合約之變更者，將不在此限。

Except notifying Franchisor of the change in the operating right according to the format of the attached "Notice of Transaction" (Attachment 5) and obtaining Franchisor's prior written consent, more than half of the equity of Master Franchisee is transferred or transferred to others, so that the actual operator of Master Franchisee has been changed. If Franchisor is notified and completed the change of this Agreement 1 month before the occurrence of the change of the operating right, this will not be the limit.

- 11.3 拒絕加盟連鎖業者之稽核或向加盟連鎖業者提供必要之協助時。

Rejecting Franchisor's audit or providing with necessary assistance to Franchisor.

- 11.4 將加盟連鎖業者之商業機密揭露予任何第三人或為茶飲店以外之使用，或違反競業禁止條款者。

Disclosing Franchisor's trade secrets to any third party or use it outside of the Tea Shop, or violate the non-competition clause.

- 11.5 研發相關: Research and Development Related:

- 11.5.1 未經加盟連鎖業者事前同意，採購或使用其他廠商之原物料。

Without Franchisor's agree in advance to purchase or use raw materials from other suppliers.

- 11.5.2 使用過期原物料。

Using expired raw materials.

- 11.5.3 怠於監督次加盟商不使用過期原物料、採購或使用其他廠商之原物料。

Failure to supervise Sub-franchisee not to use expired raw materials, purchase or use raw materials from other suppliers.

- 11.6 行銷相關:Marketing Related:

- 11.6.1 開店前代理商未提供整體行銷計畫(含其茶飲店之官方臉書、instagram及其他社群媒體)，並經加盟連鎖業者審核通過者。

Master Franchisee has not provided the overall marketing plan (including the official Facebook, Instagram and other social media of the Tea Shop) which has not been reviewed and approved by Franchisor before the Tea Shop opening.

- 11.6.2 每年9月15日前代理商須提供次年度整體行銷計畫，並經加盟連鎖業者審核通過。

Prior to September 15 of each year, Master Franchisee must provide an overall marketing plan for the following year, which shall be reviewed and approved by Franchisor.

11.7 海外相關: Oversea Related:

- 11.7.1 代理商應定期下訂單，以確保原物料庫存充足。代理商之訂單，依照每一個次加盟商之數量，必須符合以下兩項最低採購標準之一：每季最低美金20,000元或每年美金80,000元。

Master Franchisee shall place regular orders to ensure that the raw materials are properly stocked. Master Franchisee's orders according to the number of each Sub-franchisee must meet one of the following two (2) minimum purchase amount criteria: minimum of US\$20,000 per quarter or minimum of US\$80,000 per year.

- 11.7.2 首次出貨由非加盟連鎖業者指定之貨運業者出貨，或第二次以後之出貨，代理商自行更換貨運業者卻未事先取得加盟連鎖業者同意。

Using a forwarder not authorized by the Franchisor for the first shipment; or changing the forwarder without obtaining Franchisor's prior written consent for the second or subsequent shipments.

12 代理商得逕行終止合約之情形 **Circumstances In Which Master Franchisee May Terminate This Agreement Directly**

如加盟連鎖業者有下列情事之發生，代理商得以60天之書面通知加盟連鎖業者後，逕行終止本合約：

If Franchisor has the following circumstances, Master Franchisee may terminate this Agreement directly by providing a prior 60-days written notification to Franchisor:

- 12.1 加盟連鎖業者經主管機關勒令歇業，廢止公司登記，公司解散或業務重大變故，致加盟連鎖業者無法履行本合約或繼續營業時。

Franchisor has ceased to operate by the competent authority, company registration is cancelled, the company is dissolved, or there is a major change in the business of Franchisor and it causes Franchisor to fail to perform its obligation as set forth in this Agreement or continue to operate its business.

- 12.2 加盟連鎖業者宣告破產，或合併或公司整頓而造成加盟連鎖業者不能繼續履約。

Franchisor declares bankruptcy, merger or company consolidation and it causes Franchisor to fail to perform its obligation as set forth in this Agreement.

- 12.3 加盟連鎖業者發生合併經營或轉讓等重大組織變更情事而造成加盟連鎖業者不能繼續履約。

Franchisor experiences material organizational changes such as merger or transfer of shares and it causes Franchisor to fail to perform its obligation as set forth in this Agreement.

- 12.4 加盟連鎖業者侵犯代理商之權益及破壞代理商之商譽，經代理商查證屬實者。

Franchisor has infringed upon Master Franchisee's interests or has criminally damaged Master

Franchisee's reputation, which is verified by Master Franchisee.

- 12.5 加盟連鎖業者將代理商之商業機密洩漏予代理商之競爭對手或加盟連鎖業者違反競業禁止條款者。

Franchisor leaks Master Franchisee's commercial secrets to Master Franchisee's competitors or Franchisor violates the non-competition clause.

- 12.6 加盟連鎖業者因重罪或涉及道德類犯罪遭判有罪或承認有罪者。

Franchisor is convicted of or plead guilty or no contest to a felony or crime of moral turpitude.

13 保密條款 Confidentiality

- 13.1 本合約稱「機密資訊」者，係指加盟連鎖業者所有、持有或使用，或代理商因執行本合約關係，自加盟連鎖業者處所取得或知悉之一切商業、財務、會計或業務上尚未為大眾所知之一切物件或權利（包括但不限於本合約、營運手冊、訓練手冊、操作步驟表、自結報表、財務預測、電子郵件、製作操作表、產品成本、往來廠商資料、報價、資料（Data）、圖表（Diagrams）、文件（Documentation）、流程圖（Flowcharts）、研究（Research）、計畫、發展（Development）、製程（Process）、配方（Formulation）、流程（Procedure）、報表、名單、契約、系統資料、信函、會議內容及關於經營本合約業務之各類資料，以及其他一切具有任何商業、財產或潛在經濟價值者）；無論有無標示「機密」、「限閱」、「管制」或其他同義或相類似字樣，均屬本合約所稱之機密資訊。除法令、政府機關或司法機關所要求揭露者外，本合約內容和存在，包括條款、交易條件、與加盟連鎖業者之任何討論，均應被視為機密資訊，未經加盟連鎖業者事前書面同意，不得揭露給任何第三方。

The term "confidential information" in this Agreement refers to all objects or rights of commercial, financial, accounting or business that has not been known by the public, owned, held or used by Franchisor, or Master Franchisee obtained or known from Franchisor due to the execution of this Agreement, including but not limited to this Agreement, operation manuals, training manuals, operation procedure sheets, self-closing statements, financial forecasts, emails, production operation sheets, product costs, supplier information, quotations, data, diagrams, documents, flowcharts, research, planning, development, process, formulation, procedure, reports, lists, contracts, system data, letters, meeting content and various materials related to the business operation of this Agreement, as well as all other information with commercial, property or potential economic value; regardless of whether they are marked as "Confidential", "Restricted Access", "Control" or other synonymous or similar words are classified as confidential information in this Agreement. Except for those required to be disclosed by laws, government agencies or judicial agencies, the content and existence of this contract, including terms, trading conditions, and any discussions with Franchisor, shall be considered as confidential information, and no prior written consent of Franchisor shall be allowed to disclose to any third party.

- 13.2 代理商對於機密資訊，應以善良管理人之注意盡保密義務，且代理商應採取必要措施維持其機密性。除為執行本合約所需之正當使用外，非經加盟連鎖業者事前書面同意，不得洩露、告知、交付或移轉予他人，或直接間接為自己或他人之利益而使用，或為不利於他方之使用，除非係依法或依法院、政府機關之要求而揭露者，惟僅得於必要範圍內揭露，且應於接獲或知悉有揭露之必要後立即通知加盟連鎖業者，並應為加盟

連鎖業者之利益採取必要之保護措施。

For the confidential information, Master Franchisee shall take the duty of care to fulfill the obligation of confidentiality, and Master Franchisee shall take necessary measures to maintain its confidentiality. Except for the proper use required for the execution of this Agreement, without the prior written consent of Franchisor, no disclosure, notification, delivery or transfer to others, or directly or indirectly used for the benefit of itself or others, or for the disadvantage of other party. Unless it is disclosed in accordance with the law or according to the requirements of the court or government agencies, the confidential information can only be disclosed within the necessary scope, and Franchisor should be notified immediately after receiving or knowing that the disclosure is necessary, and Master Franchisee should be in the interest of Franchisor to take necessary protective measures.

- 13.3 如代理商基於機密資訊透過營業秘密、製程、配方、商標或具可專利性之創造或其他類似方法產生任何進一步改良，代理商應向加盟連鎖業者書面通知該改良及關於該改良之完整資訊，且前述改良之一切權利皆歸屬於加盟連鎖業者。

If Master Franchisee creates or uses other similar methods to generate further improvements based on confidential information through trade secrets, processes, formulas, trademarks or patentable creations, Master Franchisee shall notify Franchisor of the improvements and the complete information of the improvements in writing, and all rights to the aforementioned improvements belong to Franchisor.

- 13.4 代理商有將機密資訊告知為執行本合約必要受僱人、代理人及法律顧問之需求時，代理商應審慎遴選該必要人員及要求該必要人員訂定保護程度不低於本合約之保密條款，與該必要人員對於加盟連鎖業者負連帶賠償責任。

When Master Franchisee needs to inform the confidential to the employees, agents, and legal consultants necessary for the execution of this Agreement, Master Franchisee should carefully select the necessary personnel and require the necessary personnel to sign the confidentiality clause with a degree of protection not lower than this Agreement, and the necessary personnel shall be jointly and severally liable for compensation to Franchisor.

- 13.5 對於機密資訊，代理商應採取合理之保密措施（包括但不限於依產品類型分級而由不同之授權職務等級者知悉、限制接觸人員，以及設定密碼之方式加以保護），代理商並應保證其董事、經理人、主管、職員、人員、合作夥伴（包括其董事、經理人、主管、職員、人員）等亦不得將上開營業技術或營業秘密揭露予任何第三人或為茶飲店以外之使用，並與上開人等簽署經加盟連鎖業者審閱並同意之保密合約。若代理商之董事、經理人、主管、職員、人員、合作夥伴（包括其董事、經理人、主管、職員、人員）等有揭露上開營業技術或營業秘密之行為時，代理商應對加盟連鎖業者之一切損害負擔損害賠償責任。本合約第13條之規定，縱使於本合約期滿、終止或其他事由致本合約關係或再授權關係消滅時，仍繼續有效。

For the confidential information, Master Franchisee should take reasonable confidentiality measures (including but not limited to the knowledge of different authorized job levels according to the product type, restricting access to personnel, and setting passwords to protect it), and Master Franchisee shall ensure that its directors, managers, supervisors, staff, personnel, and partners (including its directors, managers, supervisors, staff, personnel), etc. shall not disclose the aforementioned business technology or business secrets to any third party or for using outside of the Tea Shop, and sign a confidentiality agreement which reviewed and agreed

to by Franchisor with aforementioned personnel. If Master Franchisee's directors, managers, supervisors, employees, personnel, and partners (including its directors, managers, supervisors, employees, and personnel) disclose the aforementioned business technology or business secrets, Master Franchisee shall be liable for all damages for Franchisor. The Article 13 of this Agreement shall continue to be valid even if the contractual relationship or the sub-license relationship is extinguished due to the expiration, termination or other reasons.

- 13.6 代理商之董事、經理人、主管、職員、人員、合作夥伴（包括其董事、經理人、主管、職員、人員）等若有揭露機密資訊時，代理商除應按第16.1條賠償加盟連鎖業者因此所受之損害外，加盟連鎖業者另可向代理商請求美金200,000元作為懲罰性違約金。

If Franchisor's directors, managers, supervisors, employees, personnel, and partners (including its directors, managers, supervisors, employees, and personnel) disclose the confidential information, Master Franchisee shall compensate in accordance with Article 16.1 and Franchisor may claim Master Franchisee US\$200,000 as a punitive penalty.

- 13.7 本保密條款自本合約簽訂日起生效，且於本合約終止或屆期後，應繼續永久有效。

This confidentiality clause shall be effective from the date of signing of this Agreement, and shall continue to be valid perpetually after the termination or expiration of this Agreement.

14 競業禁止 Non-competition

- 14.1 代理商與其關係企業或關係人，除其於本合約書簽訂時已擁有且揭露予加盟連鎖業者知悉之同類事業（即[請插入於簽約時已在營運中或準備營業中之代理商事業名稱]事業）外，於本合約期間內及屆滿或終止後2年間，均不得直接或間接投資、經營與加盟連鎖業者相同、類似、具競爭關係或有競爭之虞之事業體或組織、或為其利益支援該事業體或組織，亦不得擔任前開事業之董事、監察人、經理人、主管、員工或顧問。

Master Franchisee and its affiliated enterprises or related persons, except for the similar businesses that they have owned at the time of signing this Agreement and disclosed to Franchisor's knowledge (i.e. [Please insert business name which Master Franchisee is already in operation or preparing to do business at the time of signing the Agreement]), during the Term and within 2 years after the expiration or termination, no direct or indirect to invest, operate the same, similar, competitive or may competitive business entity or organization, or to support the business entity or organization for Master Franchisee's interests, also to be serve as a director, supervisor, manager, supervisor, employee or consultant of the aforementioned business.

- 14.2 代理商若有違反第14.1條約定時，代理商除應按第16.1條賠償加盟連鎖業者因此所受之損害外，加盟連鎖業者另可向代理商請求美金200,000元作為懲罰性違約金。

When Master Franchisee violates Article 14.1, Master Franchisee shall compensate Franchisor in according with Article 16.1 for the damages suffered due to such breach. Franchisor may also claim Master Franchisee US\$200,000 as the punitive liquidated damages.

15 合約關係結束 End of Contractual Relationship

- 15.1 本合約終止或屆滿時，本合約關係結束。本合約關係結束後，代理商即不得使用加盟連鎖業者「珍煮丹」系統或授權商標。如代理商如違反本條之約定時，代理商除應按第16.1條賠償加盟連鎖業者因此所受之損害外，加盟連鎖業者另可向代理商請求美金

200,000元作為懲罰性違約金。

When this Agreement is terminated or expired, this contractual relationship ends. After the end of this Agreement, Master Franchisee shall not use Franchisor's "Truedan" system or Trademark. If Master Franchisee violates this article, Master Franchisee shall compensate Franchisor in according with Article 16.1 for the damages suffered due to such breach. Franchisor may also claim Master Franchisee US\$200,000 as the punitive liquidated damages.

- 15.2 當本合約終止或到期時，所有次加盟商及代理商於本合約項下之所有權利和義務均應轉讓給加盟連鎖業者或其指定之人，並自終止或到期之日起生效。若代理商未能於本合約終止或期滿之日起2個月內完成全部轉讓，次加盟商應依第16.1條的規定賠償加盟連鎖業者因遲延所受之損失。

When this Agreement is terminated or expired, all Sub-franchisee, and all of Master Franchisee's rights and obligations thereunder, shall be assigned to Franchisor or its designee effective as the date of such termination or expiration. If Master Franchisee does not complete all the transfer within 2 months from the date of termination or expiration of this Agreement, Master Franchisee shall compensate Franchisor in according with Article 16.1 for the damages suffered due to the delay.

- 15.3 代理商於本合約期間須妥善保存與本合約相關之所有文件，本合約終止後應將相關之文件交付加盟連鎖業者或加盟連鎖業者指定之人。

Master Franchisee shall properly keep all documents related to this Agreement during the Term. After the termination of this Agreement, the relevant documents shall be delivered to Franchisor or the person designated by Franchisor.

- 15.4 加盟連鎖業者於本合約屆滿、終止且代理商無任何違約情事後，應於30個工作日內無息返還剩餘之保證金。若代理商有違反約定之情狀，加盟連鎖業者得終止本合約並沒收保證金，如有衍生之損害亦得請求損害賠償。

Franchisor shall return the remaining deposit without interest within 30 working days after the expiration and termination of this contract and Master Franchisee has no breach of this Agreement. If Master Franchisee violates this Agreement, Franchisor may terminate this contract and confiscate the deposit. If any damages generate from such breach, Franchisor may also claim against the damages.

16 違約及損害賠償 Breach of Agreement and Indemnification

- 16.1 因可歸責於代理商之事由，致加盟連鎖業者受有損害時，代理商應賠償加盟連鎖業者因此所受之損害（包括但不限於所受損害（包含商譽損害）、所失利益、罰鍰、罰金、規費、訴訟費用及律師費）。

If Franchisor suffers damage due to reasons attributable to Master Franchisee, Master Franchisee shall compensate Franchisor for the damage (including but not limited to the damage suffered (including the damage to goodwill), the lost interest, fines, fees, litigation costs and attorney fees).

- 16.2 就本合約之履行及各項義務之遵守，代理商之受雇人、使用人或履行輔助人，如有違反本合約之情事者，視同代理商違約。

Regarding the performance of this Agreement and the compliance of various obligations, if Master Franchisee's employee, user or performance assistant violates this Agreement, it shall

be deemed as a breach of this Agreement by Master Franchisee.

- 16.3 為免疑義，本合約條款之懲罰性違約金不以支付一次為限，得按次連續計罰。

For the avoidance of doubt, the punitive liquidated damages in the Articles of this Agreement are not limited to one payment, and may be consecutively punished.

17 準據法與爭端解決 Governing Law and Dispute Settlement

- 17.1 本合約是依據加州法律所簽署，所有詮釋本合約之事項及當事人之權利義務皆依據加州法令辦理，不受國際私法適用法律規定所拘束，也不適用聯合國1980年國際貨物貿易合約公約之規定。

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

- 17.2 所有因本合約引起之爭議或異議或請求（「爭議」）應由加盟連鎖業者及代理商依善意解決。如雙方無法在異議方送達書面通知後60個日曆日內依上述方法解決，雙方同意遵循無強制力之加州調解程序辦理。雙方應各自負擔本身調解之費用，並平均分攤調解人的費用。如雙方無法於調解開始後60個日曆日內解決爭議，任一方得於有管轄權之加州法院提起告訴。即使雙方已開始爭議解決程序，雙方仍必須持續履行本合約義務。

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

18 權利繼受及轉讓 Assumption and Transfer of Rights

- 18.1 「轉讓」係指代理商出售、轉讓、移轉、贈與、質押或抵押或於代理商在本合約或授權加盟的利益、或任何所有權、合夥、責任有限公司涉及授權加盟的利益上設定負擔，以合約關係或依照法律之方式轉讓或設定權利給任何人、合夥事業、協會、責任有限公司或公司。

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

- 18.2 加盟連鎖業者所為之轉讓：本合約允許加盟連鎖業者對加盟連鎖業者之繼受人及受讓

人為有利的行為，加盟連鎖業者得轉讓其權利給任何以書面同意承受加盟連鎖業者義務之人或組織，無需經代理商同意。一旦移轉，加盟連鎖業者將不再負擔任何義務，但已經產生的義務不在此限。

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

- 18.3 代理商所為之轉讓：加盟連鎖業者係基於代理商之資格簽署本合約。代理商得移轉其於本合約項下之直接或間接利益，但地區及相關權利義務是不可分割的。任何移轉讓都必須經過加盟連鎖業者事先書面同意，惟於此情形加盟連鎖業者有權終止本合約，並與受讓人簽署新合約。如任何與本合約具有直接或間接利益的人去世，該人之法定代表人必須在六個月內以書面申請轉讓該利益，並通知所有其他涉及本合約直接或間接利益之人。

Transfer by Master Franchisee: Franchisor entered into this Agreement based on Master Franchisee's qualifications. Master Franchisee may transfer a direct or indirect interest in this Agreement, but the Area and the associated rights and obligations are a package and are not themselves divisible in any way. Any transfer requires Franchisor's prior written consent, but in this case, Franchisor has the right to terminate this Agreement and sign a new agreement with Master Franchisee. In the event a person holding a direct or indirect interest dies, that person's legal representative must, within six (6) months of the event, apply in writing to transfer that interest with notice to all other persons having a direct or indirect interest in this Agreement.

- 18.4 於代理商為轉讓時，代理商必須依照加盟連鎖業者所要求之形式簽署對於加盟連鎖業者責任免除承諾書。

At the time of Master Franchisee's transfer, Master Franchisee must execute a general release of Franchisor in Franchisor's requested form.

19 連帶保證責任

_____(保證人)特此同意擔保向加盟連鎖業者全額支付與本合約有關會因本合約所生之任何及所有義務，包括但不限於所有付款義務、罰款和責任，以及根據本則約之條款所有其他可歸責於代理商之費用。保證人進一步同意，如代理商因任何原因未能支付此等款項，保證人將連帶支付所有此等款項。

_____(the "Guarantor") hereby agrees to guarantee payment and any and all obligations in connection with or arising from this Agreement in full to Franchisor, including, but not limited to, all payment obligation, penalty and liabilities, and all other charges attributable to Master Franchisee per the terms of this Agreement. Guarantor further agrees that if Master Franchisee, for any reason, fails to make such payments, Guarantor will be jointly and severally responsible for making all such payments.

20 其他 Miscellaneous

- 20.1 本合約書，正本1式2份，加盟連鎖業者、代理商各執1份。2份應被視為同1份文件，並應作為本合約解釋之正式及適用文本。

This Agreement may be executed in two counterparts; each party will have one copy for the purpose of record keeping. Two copies should be considered as the same document, and should be the official and applicable text of the interpretation of this Agreement.

- 20.2 本合約書未盡事宜，另以加盟連鎖業者公告之最新版本營運手冊約定，未盡事項應由雙方基於誠信進行協調。加盟連鎖業者策劃之行銷案、企劃案、相關制度及書面文件等，皆視為本合約之一部分，效力視同本合約。

For matters not covered in this Agreement, it shall be governed by the latest version of the operation manual published by Franchisor first, and then it shall be coordinated by both parties based on good faith. The marketing plans, business plans, related systems, and written documents planned by Franchisor are all regarded as part of this contract, and the validity is deemed to be the same as this contract.

- 20.3 中英文合約書文義如有差異處，以本合約書之中文版本為準。

If there is any inconsistency between Chinese and English version, the Chinese version will prevail.

- 20.4 加盟連鎖業者得對代理商請求之損害賠償或懲罰性違約金等，不因本合約屆滿或終止失其效力。終止前已發生的債權（包括請求權），亦不因本合約屆滿或終止失其效力。本合約第2、15、16、17及18條於本合約屆滿或終止後仍持續有效。

The damages or punitive liquidated damages which Franchisor may claim against Master Franchisee will not lose their validity due to the expiration or termination of this Agreement. The creditor's rights (including the right to claim) that have occurred before the termination shall not lose their validity due to the expiration or termination of this Agreement. Articles 2, 15, 16, 17 and 18 of this Agreement will continue to be valid after the expiration or termination of this Agreement.

- 20.5 根據本合約書發出的所有通知，均應以中英語書面形式，發送至本合約書中另一方的地址；如果任何一方的地址有任何修改，修改方有義務立即向另一方發出書面通知。前述書面通知之送達，如因拒收或因變更方未就送達地址之變更及時通知他方致無法送達者，以第1次付郵寄日期視為已合法送達。上述通知事項得以電子郵件另行告知，惟不具有法律上送達效力。

All notices issued in accordance with this Agreement shall be sent in Chinese and English to the other party's address in this Agreement; if any party's address is modified, the modifying party is obliged to immediately send a written notice to the other party. If the delivery of the aforementioned written notice cannot be delivered due to the refusal of receipt or the changing party fails to notify the other party of the change in the delivery address in time, the date of the first postal delivery shall be deemed to have been delivered legally. The above notifications can be notified separately by e-mail, but they do not have the effect of service in legal.

- 20.6 如本合約書的任何部分被宣佈為不可執行或無效，其餘部分將繼續有效並可執行。

If any part of this Agreement is declared unenforceable or invalid, the remaining parts will continue to be valid and enforceable.

- 20.7 本合約若未盡事宜，經雙方同意及協商後得以書面方式增、刪、修改之，並經雙方同意及簽署之日起生效。

For matters not covered in this Agreement, it may be added, deleted, or modified only in

writing after both Parties' mutual agreement and negotiation, and it will take effect on the date of mutual agreement and execution.

(以下空白) (This Space Intentionally Left Blank)

茲證明，本合約自以下最後簽署之日起生效：

IN WITNESS WHEREOF, this Agreement shall be fully effective as of the date of the last-executed signature below:

立合約書人：

Contractors:

加盟連鎖業者 Party A：

TRUEDAN LLC

Company No.：7911939

Wu, Shing-Rung

8 The Green, Suite A, Dover,

Delaware 19901, USA

Contact Address: 3F-1., NO.361, Danan Rd.,

Shilin Dist., Taipei city 111, Taiwan

+886-2-2882-5853

代理商 Party B：

Company:

Company No.：

Name, Title:

Address of Company:

Phone No.：

保證人Guarantor

姓名Name:

簽署By:_____

電話號碼Phone No.

簽約日期 Signing Date / / (年 YYYY / 月 MM / 日 DD)

附件一:授權商標 Attachment 1: Trademarks

註冊號碼(序列 號碼) REGISTRATION NUMBER (SERIAL NUMBER)	所有人 OWNER	標誌 MARK	(申請)註冊地 WHERE REGISTERED (APPLIED)	註冊日(申請日) REGISTRATION DATE (APPLICATION DATE)
5750144	Yung- Chen Kao		USA	May 14, 2019
5925115	Yung- Chen Kao	JENJUDAN	USA	Dec. 03, 2019
5814305	Yung- Chen Kao		USA	July. 23, 2019
6267877	RNG CEN SH C., LD.	TRUEDAN	USA	Feb. 09, 2021

附件二:開店申請表 Attachment 2: Tea Shop Opening Application Form

國 家 C o u n t r y		申 請 日 期 D a t e o f A p p l i c a t i o n	
申 請 人 A p p l i c a n t		店 名 S t o r e N a m e	
門 店 總 坪 數 T o t a l A r e a (P i n g)	(倉庫坪數:) (Total Area of Warehouse:)	店 面 類 型 T y p e o f S t o r e	☐ 街邊店 ☐ 百貨店 ☐ Street Shop ☐ Store in Mall
地 址 A d d r e s s			
預 計 開 幕 日 E x p e c t e d O p e n i n g D a t e			
內 容 詳 述 D e t a i l e d D i s c r i p t i o n	1. 門店及街邊人流評估Evaluation of the flow of people in stores and on the street. 2. 目標客群 Target Audience. 3. 周邊商圈類型(都會、住宅、商辦、觀光...等) Types of surrounding commercial districts (metropolis, residential, commercial office, sightseeing, etc.). 4. 交通(大眾運輸路線) Transportation (Public Transportation Route). 5. 附近人潮聚集點(大型飯店、博物館、百貨公司、遊樂園...等) Nearby crowds gathering spots (large hotels, museums, department stores, amusement parks... etc.). 6. 行政區劃(州、區、市、鎮、村...等) Administrative divisions (states, districts, cities, towns, villages... etc.). 7. 同業競品(鄰近飲料品牌) Competitors in the same industry (neighboring beverage brands). 8. 預估門店業績、開店成本、人力編制 Estimated store performance, store opening cost, manpower preparation. 9. 百貨店另須提供:商場開發商、商場開業時間、建築面積、經營面積、層數、停車場數量The store in mall must also provide: shopping mall developer, shopping mall opening time, building area, operating area, number of floors, number of parking lots.		
資 料 提 供 P r o v i d e d I n f o r m a t i o n	1. 門店外觀照片 Photos of store exterior 2. 門店周邊照片Photos of around store 3. 預計開店進度排程表 Estimated store opening schedule		

1. Truedan LLC將追蹤後續開店進度, 請配合提供開店進度排程可隨時討論修改。
Truedan LLC will follow-up the progress of shop opening, please cooperate and provide the shop opening schedule for discussion and modification upon request.
2. 門店裝潢部分需與加盟連鎖業者配合之設計師溝通及討論。
Store decoration must be discussed and reviewed by the Franchisor's designated interior designer.

簽核順序(右至左) Sign-off Sequence (from right to left)

董事長 President	總經理 General Manager	部門經理 Dept. Manager	提供單位/主管 Provider/Supervisor

附件三:試賣通知書 Attachment 3: Trial Sale Notice

試 賣 通 知 書
Trial Sale Notice

此致 TRUEDAN LLC :

To TRUEDAN LLC :

_____(店名)之開業準備相關事宜皆已籌備完
成，並選定西元____年____月____日開始試賣。

The preparation for the soft opening of_____(Store
Name) is completed and the soft opening shall begin on
_____(YY/MM/
DD).

試賣期間自西元____年____月____日起，至西元____年____月____日止。

The soft opening period is from____(YY/MM/DD) to____
(YY/MM/DD).

負責人Name : _____(簽章Signature)

簽約日期 Effective Date / / (年 YYYY / 月 MM / 日 DD)

附件四：續約通知書 Attachment 4: Notice of Renewal

續 約 通 知 書
Notice of Renewal

此致 TRUEDAN LLC：

To TRUEDAN LLC:

茲因_____ (公司名稱或商號)與TRUEDAN LLC所簽訂之加盟合約即將於西元____年____月____日約期屆滿，於合作期間，雙方互惠互利、合作愉快，故_____ (公司名稱或商號)祈能延展合作期間並簽訂加盟續約之相關事宜，特此請求TRUEDAN LLC對續約一事予以回覆。

Whereas the Franchising Agreement signed by and between_____ (Company Name or Firm Name) and TRUEDAN LLC will expire on _____ (YY/MM/DD), and during the term period, both parties enjoy mutual benefits. Thus, _____ (Company Name or Firm Name) would like to continue the cooperation and sign the renewal agreement. We hereby requested that TRUEDAN LLC reply to this request of renewal.

負責人：_____ (簽章) Name: _____ (Signature)

西元_____年_____月_____日
Effective Date: _____ (YY/MM/DD)

☐ 同意續約，並合議相關內容。

Agree to extend the Agreement and discuss the relevant terms and conditions.

☐ 不同意續約。

Do not agree to extend the Agreement.

☐ 其他_____
Other_____

附件五:異動通知書 Attachment 5: Notice of Transaction

異 動 通 知 書
Notice of Transaction

此致 TRUEDAN LLC :

To TRUEDAN LLC:

茲因 _____ , 致使
本人無法繼續擔任 _____ 之負責
人(或店家經營者), 故欲進行變更(請勾選)

Due to [reason] _____, I am unable to be the
person-in-charge for

_____ (Store Name), thus I would like to apply the
following changes (please choose):

- ☐ 變更 _____ (公司名稱或商號)之負責人
Changing the person-in-charge for _____ (Company
Name or
Firm Name)
- ☐ 移轉 _____ (店家名稱)之加盟相關權益
Transferring the franchising rights and obligations to _____ (Company
Name)
- ☐ 其他 _____
Other _____

據 _____ (公司名稱或商號)與TRUEDAN LLC所簽訂之加盟合約內容所載, 該項變更須
事前取得TRUEDAN LLC書面同意, 特此通知。

In accordance with the terms and conditions of the Franchising Agreement signed by and
between _____ (Company Name or Firm Name) and TRUEDAN LLC, please
note that the relevant changes as set forth in this notice must be approved in advance by
TRUEDAN LLC in writing.

負責人: _____ (簽章) Name: _____ (Signature)

日期: 西元 年 月 日

Effective Date: (YY/MM/DD)

Exhibit C

Directory of Administrative Agencies and Agents for Service of Process

California

Department of Financial Protection &
Innovation
651 Bannan Street, Suite 300
Sacramento, CA 95811
(916) 327-7585

Los Angeles

300 S. Spring Street, Suite 15513
Los Angeles, CA 90013-1259
(213) 897-2085

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

San Diego

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

San Francisco

One Sansome Street, Suite 600
San Francisco, CA 94104-4428
(415) 972-8565

Hawaii

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

(state agency)

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

Honolulu, Hawaii 96813

Illinois

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

Indiana

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

(state agency)

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

Maryland

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

(state agency)

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

Michigan

(for service of process)
Michigan Department of Commerce

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

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

Minnesota

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

New York

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

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

North Dakota

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

Oregon

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

(503) 338-4140

Rhode Island

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

South Dakota

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

Virginia

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

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

Washington

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

Wisconsin
Commissioner of Securities
Wisconsin Department of Financial
Institutions

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

Exhibit D

State Specific Addenda

The State of California Addendum

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

Exhibit E

Contact Information of Former and Current Master Franchisees

Below please find contact information of the former franchisees (please note that one master franchisee may have multiple stores):

NY		
G LEAFY INC. 11 FLAG LANE, NEW HYDE PARK, NY, 10040 gleafy19@gmail.com		

CA		
JODI FUND II LLC 17534 VON KARMAN AVE IRVINE, CA 2614 johnand3sisters@gmail.com	John & 3 Sister LLC 3131 19 th AVENUE, SAN FRANCISCO CA 94116 dicksonsum@gmail.com	

We do not have any current franchisees to be disclosed.

State Effective Dates

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

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

State	Effective Date
California	Pending
Hawaii	Not registered
Illinois	Not registered
Indiana	Not registered
Maryland	Not registered
Michigan	Not registered
Minnesota	Not registered
New York	Not registered
North Dakota	Not registered

Rhode Island	Not registered
South Dakota	Not registered
Virginia	Not registered
Washington	Not registered
Wisconsin	Not registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Exhibit F

Receipt (1)

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

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

If TRUEDAN LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit C of the Disclosure Document.

The principal business address and telephone number of each franchise seller offering the franchise is contacting David You, International Business Department, at 3F-1., No.361, Danan Rd., Shilin Dist., Taipei City 111, Taiwan, +886-2-2882-5858 #2210, oversea@truedan.com.tw.

Additional Franchise Sellers, if any:

This Disclosure Document was issued: February 2, 2026.

Our own agent for service of process in the California is Department of Financial Protection and Innovation, its principal address is at 651 Bannon Street, Suite 300, Sacramento, CA 95811.

I received a Disclosure Document issued on February 2, 2026. Included are the following exhibits:

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

Date Disclosure Document Received: _____, _____ (*enter date here*)

Tea Shop Address: _____

Signed: _____

Name: _____ (**Please print**)

Last 4 digits of Social Security Number: _____

Street Address (domicile)

City or Town/State/Zip Code

Receipt (2)

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

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Date Disclosure Document Received: _____, _____ (*enter date here*)

Tea Shop Address: _____

Signed: _____

Name: _____ (**Please print**)

Last 4 digits of Social Security Number: _____

Street Address (domicile)

City or Town/State/Zip Code