

# National Palace Museum Brand Licensing Agreement

Licensor: National Palace Museum (Hereinafter referred to as “Party A”)

Licensee: (Hereinafter referred to as “Party B”)

The Parties hereto make and enter into the Agreement pertaining to the licensing matters of the “National Palace Museum Guideline on Open Bid for Brand Licensing”; therefore, the terms of the Agreement are provided as follows:

## Article I. Documents Required for Effectiveness of Agreement

- I. The Agreement includes the following documents:
  - (I) Terms of Agreement, annexes and their amendments or supplements.
  - (II) Party A’s Guideline on Open Bid for Brand Licensing and its amendments or supplements.
  - (III) Documents such as Party B’s merchandise plan, merchandise list, and their changed or supplemental and added Merchandise Review Proposal Form.
  - (IV) Performance documents or data submitted in accordance with the Agreement.
- II. Contract documents include originals or reproductions in the form of writing, audio recording, video filming, photography, microfilm, digital data, or samples.
- III. All the provisions of the contract documents shall complement each other. In the event of ambiguities, the interpretation made by Party A shall prevail. All disputes shall be resolved in accordance with relevant laws and regulations.
- IV. Should any part of the matters stipulated herein violates the laws or to be unenforceable, such part shall be deemed null and void. However, except for this part, the Agreement shall remain in force in all other respects. For the part considered null and void, if necessary, both Parties may revise it in accordance with the main purpose of the Agreement.
- V. There are 2 original copies of the Agreement, each of the Parties shall hold 1 original copy; there are 3 photocopies, Party A shall hold 2 photocopies, and Party B shall hold 1 photocopy. In case of any error therein, the original shall prevail.
- VI. If there is any inconsistency between the terms of the Agreement and the terms annexed to the various documents, unless otherwise specified, the terms of the Agreement shall prevail, except for the terms with special statements annexed thereto.
- VII. Transfer of this Agreement is prohibited without the consent of Party A.

## Article II. Authorization Object and Description

- I. Authorization Object
  - (I) Authorization Object includes Trademarks of this Museum.
    1. Trademarks of this Museum include but not limited to the following items:

(1)  國立故宮博物院  
NATIONAL PALACE MUSEUM

(2)  故宮精品  
National Palace Museum Shop

(3) 故宮三希堂

(4) 

2. Brand trademark that Party B applies for to cooperate with Party A herein:

(1) Party A's Trademark (Please tick the checkbox for authorization object)

☐ ①  國立故宮博物院  
NATIONAL PALACE MUSEUM

☐ ②  故宮精品  
National Palace Museum Shop

☐ ③ 故宮三希堂

☐ ④ 

(2) Party B's Trademark

(II) Authorization Object includes Party A's Cultural and Creative Assets

1. Party A's Cultural and Creative Assets refer to the digital archive of Party A's managed collection of cultural relics photographed and owned by Party A that can be legally provided externally for use or the tangible and intangible products, works or other related rights and this Museum's legally registered trademarks that can be legally provided externally for use, which are developed, created or produced through relevant projects by using the Museum's foregoing assets.
2. Party A's cultural and creative asset projects authorized by Party A herein can be seen in the merchandise plan reviewed and approved.

II. Brand Licensed Merchandise Category:

- (I) Cultural Relic Replication: refers to the commodities based on the images and trademarks of Party A's collections, which are similar in pattern, ornamentation, size, material, and color, as well as being labeled with this Museum's trademarks.
- (II) Cultural and Creative Derivative Products: refer to all kinds of derivative value-added application commodities (including food and drinks) which are artistic, practical in life, and helpful for cultural and educational promotion, redesigned, developed, and produced by using Party A's cultural and creative assets as source materials.
- (III) Catering Commodities Provided by the Museum's Restaurants: refer to the catering commodities provided by the restaurants opened in the space designated by Party A or at the location approved by Party A after being requested by Party B, by using the images, cultural and creative assets as well as trademarks of Party A's collections as basic source materials.
- (IV) Other Commodities Related to Party A.

- (V) For brand licensed merchandise category licensed herein, the merchandise plan reviewed and approved can be referred thereto.
- III. Party B may use Party A's already-photographed collection image files free of charge for merchandise design, development, packaging, publicity, etc.
- IV. For brand licensed commodities completed by Party B, the copyright thereof shall vest in Party B, which shall not be relicensed or granted to a third party without the consent of Party A, and such restriction shall continue and remain in full force, notwithstanding the expiration, rescission, or termination of the brand licensing agreement. Party B also agrees that during the term of the agreement, Party A may enjoy unlimited time, territory, frequency, gratuitous utility, and the right to relicense the use of the copyright to a third party within the term of the agreement. Party B promises not to exercise the moral rights thereof against this Museum and the third party to whom the right-of-use the intellectual property is relicensed.
- V. The authorized territory hereof is all around the world.

**Article III. Licensing Duration (Please check the applicable items and delete the inapplicable items)**

I. ☐ New Agreement

This Agreement shall come into force on dd/mm/yyyy and shall remain in effect until dd/mm/yyyy.  
The license period is 3 years.

☐ Renewed Agreement

This Agreement shall come into force on dd/mm/yyyy and shall remain in effect until dd/mm/yyyy.  
The license period is 2 years.

☐ Project Agreement

This Agreement shall come into force on dd/mm/yyyy and shall remain in effect until dd/mm/yyyy.  
The license period is \_\_\_\_\_ years and \_\_\_\_\_ months.

☐ Project Renewed Agreement

This Agreement shall come into force on dd/mm/yyyy and shall remain in effect until dd/mm/yyyy.  
The license period is \_\_\_\_\_ years and \_\_\_\_\_ months.

- II. Both Parties shall designate points of contact respectively for coordination and contract-related matters during the Agreement period of performance.
- III. In the event of any of the following causes not attributable to Party B during the Agreement period of performance and such Agreement period needs to be extended, Party B shall apply with Party A in writing for an extension of Agreement period within 10 working days from the date of knowing the cause. In case of failure to make such application within the said period, no extension will be allowed.
- (I) Due to causes not attributable to Party B, performance of the Agreement is suspended in whole or in part upon Party A's written request.
- (II) There are major changes in the matters involved herein, which render Party B unable to perform the Agreement.
- (III) Causes of force majeure.
- (IV) Other causes not attributable to Party B.

- IV. Being required to suspend performance of the Agreement in whole or in part due to the occurrence of the events referred to in the preceding paragraph, Party B shall immediately resume performance thereof upon Party A's notification of resumption of performance hereof.
- V. 6 months before the expiration of the license period, Party B should prepare 8 copies of agreement renewal plan, under the condition that the provisions of the original agreement remain unchanged or are more favorable to the Museum without a violation of the original agreement and submit them to the marketing business department for renewal review, which will not be accepted if it exceeds the deadline. The agreement shall be renewed once for a further period limited to 2 years (a project is renewed for further 1 year; however, a project less than one year herein cannot be renewed) after the renewal application is approved by more than two-thirds of the attending committee members of the Preliminary Merchandise Review Team. Party B shall prepare 5 copies of the renewal agreement after receiving the notification and before the original agreement ends, as well as completing the renewal procedure at the Museum. Failure to sign the agreement after the notification period shall be deemed to have disqualified itself from renewing the agreement.

#### **Article IV. Fees and Payment**

- I. Party B shall pay a performance bond of NT\$100,000 to Party A when signing the Agreement (exemption for agreement renewal). The performance bond shall be refunded without interest after the agreement expires and there is no renewal, breach of agreement or matters to be rectified or resolved by Party B.

II. Trademark Royalties (Down payment):

Party B shall pay Party the trademark royalties of NT\$500,000 to Party A for one trademark within 30 days after receiving the notification of approval granted. When the Museum is authorized to calculate the trademarks, the trademark royalties shall be calculated and collected according to the amount shown in the total column of the table below. Trademark royalties can be paid in installments. Payment amount and deadline are specified as follows:

Installment	Time for Payment	Licensing of 1 Trademark	Licensing of 2 Trademarks	Licensing of 3 Trademarks	Licensing of 4 Trademarks
1st Installment (Notification of Approval)	Within 30 days	NT\$20,000	NT\$50,000	NT\$150,000	NT\$200,000
2nd Installment (Settlement on December 31 of the signing year)	By February 15th of the following year	NT\$160,000	NT\$300,000	NT\$400,000	NT\$500,000
3rd Installment (Settlement on December 31 of the 2nd year)	By February 15th of the following year	NT\$160,000	NT\$300,000	NT\$400,000	NT\$500,000
4th Installment	By February 15th	NT\$160,000	NT\$300,000	NT\$400,000	NT\$500,000

(Settlement on December 31 of the 3rd year)	of the following year				
<b>Total</b>		<b>NT\$500,000</b>	<b>NT\$950,000</b>	<b>NT\$1,350,000</b>	<b>NT\$1,700,000</b>

### III. Licensed Merchandise Royalties:

#### (I) Formula for calculating Licensed Merchandise Royalties:

1. General Brand Licensed Merchandise: brand licensed merchandise (price in Taiwan)  $\times$  contract output  $\times$  ratio = total amount of licensed merchandise royalties payable.
2. Catering Commodities provided by the Museum's Restaurants: actual annual turnover of the restaurant with brand licensing  $\times$  ratio = total amount of licensed merchandise royalties payable.

(II) Party B shall pay licensed merchandise royalties to Party A every year, for which the December 31st of every year shall be the settlement date for licensed merchandise royalties. Party B shall submit the settlement report affixing Party B's seal and the seal of the person in charge or his own signature as well as the proof of payment of the current licensed merchandise royalties (payment by remittance) to Party A before February 15th of the following year. The settlement report shall include relevant items, data, production quantity, sales quantity and other information pertaining to the calculation of profit distribution and licensed merchandise royalties.

(III) For any doubts about the settlement report submitted by Party B, Party A may request Party B to provide explanations, supplements or relevant data for Party A's review and Party B shall raise no objections.

(IV) Party B promises to honestly settle the licensed merchandise royalties, submit settlement reports, and pay the licensed merchandise royalties due to Party A on time.

(V) Within 45 calendar days after the agreement expires, Party B shall pay off the licensed merchandise royalties calculated based on the estimated development quantity of all the commodities submitted for approval, and submit the sales report (indicating the quantity of products that have and have not been sold) affixing Party B's seal and the seal of the person in charge or his own signature as well as the proof of payment of the merchandise royalties to Party A.

(VI) If Party B violates the foregoing Paragraphs (2), (4) and (5), the punitive liquidated damages for delay shall be calculated from the next day of the time limit based on number of days at 1% of the licensed merchandise royalties in the payable period, and the total amount is capped at the maximum overall amount of the licensed merchandise royalties in the payable period.

#### IV. For the brand licensing of the project, the collection of royalties and performance bond is as follows:

Applicant Brand Royalty	Government Departments, Private Corporations, Public Bodies	Industry-Government-University Cooperation Projects Referred by Government Departments	Cooperative Marketing Projects of Private Corporations, Private Bodies, & Private Enterprises
Trademark Royalties (Contract Deposit)	At No Charge	At No Charge	6 Months $\rightarrow$ NT\$62,500 1 Year $\rightarrow$ NT\$125,000 2 Years $\rightarrow$ NT\$250,000

			(As Detailed in Paragraph (VI), Article X of Party A's "Guideline on Open Bid for Brand Licensing")
Licensed Merchandise Royalty Rate	3%	5%	2%~10%
Performance Bond	NT\$50,000	NT\$100,000	6 Months → NT\$12,500 1 Year → NT\$25,000 (As Detailed in Paragraph (VI), Article X of Party A's "Guideline on Open Bid for Brand Licensing")

- V. Party B shall fully absorb the amount requested by the third party (including but not limited to government taxes, bank remittance fees), and shall not cause a decrease in the trademark royalties, performance bond and licensed merchandise royalties to be received by Party A for any reason.
- VI. Unless otherwise specified, the seal used by Party B to receive the payment shall be consistent with the seals used in the selection.
- VII. The quotation items shall include business tax unless otherwise specified.

## Article V. Licensing Management

### I. Labeling Requirements:

- (I) Party B shall design the product, packaging, container, and instructions of the merchandise in an "easy to see and identify" manner, as well as labeling the complete registered trademark specified in Subitem 2, Item 1, Authorization Object of Paragraph 1, Article 2 of this Agreement, and the registered trademark owned by Party B in accordance with the "Guidelines for Identification and Use of National Palace Museum Trademarks" on Party A's official website. Both Party A's trademark and Party B's trademark shall be placed on the same page and of a similar size.
- (II) For Party B's selling in China, it may attach other objects to the licensed merchandise or otherwise label trademarks licensed by Party A appropriately.
- (III) When displaying commodities licensed by Party A in Party B's own or other marketing channels, or in any exhibition, Party B may label Party A's registered trademark on the channel display carrier or appropriate position in the exhibition area. Party A's registered trademark shall be labeled in accordance with the "Guidelines for Identification and Use of National Palace Museum Trademarks" on Party A's official website.
- (IV) Party B shall label the relevant items of the merchandise in accordance with the provisions of the Merchandise Labeling Act.
- (V) If a merchandise of which the place of origin is labeled with "Taiwan", the certificate of origin of the merchandise shall be attached thereto for Party A's approval and included in the contract annex.
- II. Licensed commodities shall not be involved in counterfeits, falsification, or relating to contemporary political parties, breaking social norms, or damaging Party A's reputation. Party B is prohibited from

- distorting, splitting, tampering or otherwise changing the authorization object and content, form, or names of items, leading to damage of Party A's reputation.
- III. Party A may assist Party B in providing relevant publicity for licensed commodities.
- IV. Party B's licensed actual commodities shall cooperate with Party A to control the licensed commodities with laser labels. The laser labels issued by Party A shall be pasted on the commodities after the commodities are launched. The number of laser labels applied for by Party B shall be subject to the estimated development quantity of licensed commodities approved by Party A. Party A may dispatch personnel to inspect the business from time to time. If the merchandise is not pasted with labels in accordance with the regulations, Party B shall immediately discontinue the product line and stop selling it after Party A's written notification, and Party A may handle it in accordance with the provisions of Paragraph 2, Article 8 of this Agreement.
- V. For the licensed virtual commodities, the settlement report of the downloaded quantity shall be sent to Party A for reference (mainly the settlement reports provided by e-commerce platform).
- VI. Party B shall provide relevant data on its marketing channels and domestic and foreign distribution channels of its intended distribution of licensed products (including self-employed or aligned, physical or virtual) for Party A's reference when signing the agreement. Any changes therein shall be provided by Party B in writing to Party A for reference within three months from the date of the change.
- VII. After the termination or expiration of this Agreement and the payment of the licensed merchandise royalties under the premise of laser labels pasted thereon, Party B may state the fact of past cooperation with Party A on the commodities or publicity, as well as indicating that these commodities have exceeded the license period specified by Party A. Party A shall not bear any product responsibility, and the sales volume is limited to the unsold quantity stated in Subparagraph (V), Paragraph III of Article IV, which may continuously be sold in channels other than Party A. Violation of the foregoing regulations shall be deemed an infringement, and Party B must immediately discontinue the product line, and deal with it in accordance with Paragraph III, Article VIII of this Agreement.
- VIII. In case of remaining commodities that will not be renewed when the license period expires, and if Party B has signed the "Agreement for Brand Licensed Merchandise Being Released to The Market Through National Palace Museum Channel" with Party A, and with the consent of Party A, Party B may extend the sales period for half a year under the same conditions and the sales in Party A's channel can be extended for further six months.
- IX. Party B shall abide by the following matters when using Party A's cultural and creative assets:
- (I) Party B can only use Party A's cultural and creative assets within the scope of use stipulated herein and abide by the "National Palace Museum Regulations Governing Collection Image Licensing and Publishing Licensing for Utilization", as well as guaranteeing that Party A's cultural and creative assets will never be distributed, leased, sold, transferred, or used for other purposes.
- (II) Party B promises to delete all the files of Party A's cultural and creative assets stored in Party B's computer after the Agreement is terminated or the time limit expires.
- (III) Party B shall bear joint and several legal liabilities with the infringer, and take the initiative to pursue legal action against the infringer if a third party obtains Party A's cultural and creative assets due to Party B's improper use or careless storage, as well as causing damage to Party A.



## **Article VI. Quality Control and Inspection of Agreement Subject**

- I. Before being mass produced and launched, Party B's products which have passed the review shall be confirmed by Party A that the products, packaging, and explanatory texts in Chinese, English and Japanese (including product names, labels, sales prices) are correct before they are released into the market.
- II. In the event of any change in the licensed merchandise name, pricing or estimated development quantity, Party B shall report to Party A in writing and modify and sell the product after obtaining the written consent from Party A.
- III. During the performance of the Agreement, Party B shall strictly control the quality and labeling of the licensed commodities in accordance with the Agreement and relevant laws and regulations. Party B shall be fully responsible for the foregoing matters and shall conduct self-inspection.
- IV. Party A may supervise, check, and inspect Party B's licensed commodities, methods of production and related documents at any time by itself or by entrusting a third party. Party A has the right to complete the supervision, check, and inspection at Party B's place or other places deemed appropriate by Party A, and Party B shall not raise any objection.
- V. If the quality and labeling of the commodities licensed by Party B do not conform to the Agreement and relevant laws and regulations, or if Party B fails to provide relevant reports as required by Party A, Party A may notify Party B to improve, correct the defects or request Party B to immediately stop the public sale of the licensed merchandise according to the specific circumstances. If Party B fails to complete the improvement and correction within the time limit, Party A may require Party B to stop selling the licensed merchandise or all licensed commodities hereunder and may terminate the Agreement and confiscate the performance bond; Party B shall not request an extension of the Agreement period or compensation.
- VI. Party A may conduct regular or irregular inspections or other measures to protect Party A's rights based on the documents and reports provided by Party B; Party B shall cooperate therewith. If Party A's inspection results are inconsistent with the documents, reports or Agreement, Party A may request Party B to make improvements within a time limit, and Party B shall not raise an objection. If Party B fails to complete the improvement within the time limit, Party A may deal with it in accordance with the provisions in the second half of Paragraph 5 of this Article.
- VII. If Party B's settlement report is not submitted on time, or there are serious omissions in the submitted content, or there is a serious discrepancy with Party A's inspection results, Party A may require Party B to pay all due licensed merchandise royalties within a time limit. If Party B fails to pay licensed merchandise royalties within the payment deadline stipulated herein, the punitive liquidated damages for delay shall be calculated from the next day of the time limit. Punitive liquidated damages for delay are calculated based on number of days at 1% of the licensed merchandise royalties in the payable period, and the total amount is capped at the maximum overall amount of the licensed merchandise royalties in the payable period.
- VIII. If the licensed merchandise is substance in direct contact with human skin and mucous membranes, or can be inhaled through digestive tract (including but not limited to food, drinking water, beverages, cosmetics, skin care products, perfumes, reed diffusers, essential oils), or other items designated by the Museum, Party B shall submit a food sanitation safety plan, indicating production process, quality,



safety and sanitation control, manufacturer qualification and control, food shelf life labeling, insurance, and submit relevant certification documents attached thereto, as well as being confirmed and approved by Party A before making the sale.

- IX. The design, development, production, publicity, delivery, and sales of the licensed commodities shall be handled by Party B and all expenses shall be borne by Party B. If Party B's marketing and publicity materials and plans are likely to damage Party A's image, Party B shall immediately improve the situation after receiving oral or written notice from Party A; in case of failure to improve within the time limit, Party A may handle it in accordance with the provisions of Subparagraph (I), Paragraph II, Article VIII of the Agreement.
- X. This licensing granted herein is a non-exclusive authorization, and Party B shall not become a self-proclaimed exclusive licensed supplier of Party A, and the authorization object shall not be relicensed or granted to a third party. Party B may entrust a third party to design, develop, manufacture, or sell the licensed commodities.

## **Article VII. Rights and Responsibilities**

- I. Party B shall abide by relevant laws and regulations when using Party A's registered trademark. In case of violation, Party B shall bear all and full legal liabilities and compensate Party A for all damages.
- II. If Party B's licensed commodities involve the rights of a third party, Party B shall obtain the third party's legally authorization documents and send the documents to Party A for future reference.
- III. Party B shall guarantee that the third party shall not claim any rights against Party A regarding the Agreement subject and shall sign an affidavit indicating the intellectual property rights of the third party will not be violated. In case of any violation of the legitimate rights and interests of a third party, Party B shall be responsible for handling, as well as bearing all legal liabilities, including the expenses incurred by Party A. Party A may demand compensation for damages as well.
- IV. Party B shall guarantee that the quality, specifications, publicity, certification, or any other standard requirements of the products it produces or develops comply with the relevant laws and regulations of various industries and the administrative orders issued by the competent authorities, as well as the product standards or conventional standards commonly used in the industry enacted by the industry associations. In the event of a violation causing Party A to be punished or suffer any damages (such as being claimed by a third party for infringement compensation), Party B shall assist in handling relevant appeals, administrative litigation or civil proceedings and other legal procedures, as well as compensating Party A for all damages arising therefrom (including but not limited to attorney's fees, litigation costs, settlement funds, and fines).
- V. Unless otherwise specified, if Party B uses a patented product, or a patented performance method, or when copyright is involved, the relevant patent and copyright shall be handled by Party B in accordance with the relevant laws and regulations, and Party B shall bear such expenses.
- VI. Both Parties shall take necessary measures to indemnify, defend and hold harmless the other Party from and against a third party's claim for damages and losses arising out of the performance of Agreement. If it causes damage to a third party, the Party that caused the damage shall be liable for compensation.

- VII. Party B's responsibilities in accordance herewith shall not be reduced or exempted due to the competent agency's review, approval, or ratification of Party B's performance thereof.
- VIII. Party B shall coordinate therewith or resolve its disputes over creditor's rights or debts, if any, through legal channels.

#### **Article VIII. Liability for Termination, Rescission, and Breach of Agreement**

- I. In the event of bankruptcy or other major events in Party B's performance of the Agreement, which render it impossible to continue to perform the Agreement, Party A may notify Party B in writing to terminate or rescind part or all of the Agreement without having to compensate for Party B's losses incurred thereby.
- II. In case of any of the following circumstances in Party B's performance of the Agreement, Party A may, in addition to confiscating the performance bond, request punitive liquidated damages of NT\$1,000,000. Besides, Party A may notify Party B in writing to terminate or rescind the Agreement, and Party B shall indemnify Party A for the damages caused by such circumstances (including but not limited to attorney's fees, litigation costs, settlement funds, and fines):
  - (I) If Party B violates provisions prescribed in Paragraph IV of Article II, Paragraph II of Article V, Paragraph IV of Article V, Paragraph IX of Article VI, Paragraph X of Article VI, Paragraph III of Article VII, Paragraph IV of Article VII, and Paragraph I of Article X hereof.
  - (II) Offense in the name or making use of other's name or certificate without consent or forging or altering agreements or contract-related documents, which are found to be true.
  - (III) If Party B suspends business, goes bankrupt, dissolves the company, etc., as such causes direct or indirect damage to Party A's reputation and rights.
  - (IV) If Party B fails to perform the Agreement without justifiable reasons or delays the performance period due to reasons attributable to Party B, and the circumstances are considered serious, and still fails to perform after a certain period of Party A's reminder.
  - (V) Having been reorganized, renamed, merged with a third party, Party B no longer has rights to use its registered trademark, and has not applied with Party A for approval for use, which has been verified to be true.
  - (VI) If Party B fails to perform the Agreement in accordance herewith and fails to improve by the time limit after receiving the notice from Party A of making improvements within a specified period.
  - (VII) If Party B violates relevant laws and regulations such as Basic Environment Act, Occupational Safety and Merchandise Labeling Act, and the circumstances are considered serious.
  - (VIII) Violations of laws or other contract provisions, and the circumstances are considered serious.
- III. If Party B violates Paragraph VII of Article V or Paragraph IX of Article V in the performance of the Agreement, causing damage to Party A's rights and interests, Party B agrees to compensate Party A for all damages, as well as agreeing to use the seized quantity for public sale fifty times the total price or ten times the total receivable royalties calculated in accordance with relevant regulations, whichever is higher shall be calculated as punitive liquidated damages.
- IV. Termination of the Agreement may be partial or complete.
- V. Party B shall not make unlawful demands on, promise to give anything of value or offer bribes, commissions, percentages, brokerages, kickbacks, rebates, gifts, entertainment, or any other

improper benefits to Party A's personnel or other personnel entrusted by Party A. In case of violation, in addition to terminating or rescinding the Agreement, Party A may request Party B for the lost benefits, price difference, or the value of bribes, commissions, percentages, brokerages, kickbacks, rebates, gifts, entertainment, or other improper benefits as punitive liquidated damages.

#### **Article IX. Changes in Agreement**

- I. Party A may notify Party B in writing, when necessary, to change the Agreement (including newly added items) within the scope stipulated herein. After receiving the notification, Party B shall propose the changed performance items, related price, agreement period, payment schedule or other relevant documents that need to change in the Agreement to Party A.
- II. The changed Agreement shall be null and void unless it is agreed upon by both Parties in writing and signed by the Parties.

#### **Article X. Insurance**

- I. If Party B's licensed merchandise is substance in direct contact with human skin and mucous membranes or can be inhaled through digestive tract (including but not limited to food, drinking water, beverages, cosmetics, skin care products, perfumes, reed diffusers, essential oils), or other items designated by the Museum, its product liability insurance shall be taken out before they are released into the market. One original copy of the insurance policy and one photocopy of the payment receipt shall be handed over to Party A for receipt after the insurance is completed. Party B guarantees that in the event of any defect in the licensed products specified above that causes the user's or other third parties' accidents such as bodily injury, death, or property loss, Party B shall immediately explain and be liable for damages, and Party A shall not assume any liability. If the circumstances are considered serious enough to affect the image of Party A, Party A may handle it in accordance with the provisions of Paragraph II of Article VIII.
- II. Party A shall not be liable for compensation for any personal injury or property loss caused by Party B's and its personnel's performance of the Agreement. For the risk of personal injury or property loss, Party B shall take out necessary insurance.
- III. In the event of the exclusions other than the items stipulated herein recorded in the insurance policy, the risks and possible compensation thereof shall be assumed by Party B.
- IV. The time spent by Party B in claiming compensation from the insurer shall not be used as a basis for requesting an extension of the Agreement period.
- V. If Party B fails to take out insurance in accordance with the Agreement, the licensed products shall not be sold in the market. If the insurance coverage is insufficient or the insurer fails to obtain a full amount of claims, the loss or damage compensation shall be borne by Party B.

#### **Article XI. Confidentiality**

- I. Both Parties shall be obliged to keep confidential the trade secret of the other Party known or obtained through the performance of this Agreement. Without the written consent from the other Party, the foregoing confidential information shall not be used or disclosed to others for purposes

other than the Agreement; the Party receiving the confidential information shall take necessary measures to prevent the confidential information from being stolen or disclosed.

- II. Upon the request of the other Party or upon the termination of this Agreement, the Party receiving the request shall immediately return all the other Party's confidential information to the other Party or destroy it after being notified by the other Party and shall provide the proof of destruction to the other Party.
- III. The confidentiality terms shall remain in force notwithstanding the invalidity, rescission, termination, or expiration of this Agreement.

## **Article XII. Dispute Resolution and Others**

- I. This Agreement shall be governed by and construed under the laws of Taiwan. The Parties agree that the Taiwan Taipei District Court shall be the exclusive jurisdiction of the first instance to resolve all disputes between the Parties.
- II. This Agreement pertains to a general case, and it will be signed in Chinese version depending on the individual situation when necessary. If Party B has any doubts about the relevant texts of this Agreement, Party A's point of contact is available, and the texts shall be construed under Party A's interpretation.
- III. Matters not specified in this Agreement shall be handled in accordance with the relevant laws and regulations of Taiwan.

Contracting Parties:

Party A: National Palace Museum

Representative:

Address: No.221, Sec. 2, Zhishan Rd., Shilin Dist., Taipei City 111001, Taiwan

Phone: (02)2881-2021

Party B:

Representative:

Address:

Phone:

Date: DD/MM/YYYY