

Contract No.: NPM

National Palace Museum Publication Licensing Agreement

National Palace Museum

Date: YYYY MM DD

National Palace Museum Publication Licensing Agreement

This Publication Licensing Agreement (the “Agreement”) is entered into by and between:

National Palace Museum (hereinafter referred to as the “Party A”),

and _____ Company (hereinafter referred to as the “Party B”),

whereby Party A grants Party B a non-exclusive license to use the Licensed Materials for the printing, publication, and distribution of publications, under the terms and conditions set forth below:

I. Content and Scope of the Licensing

- i. Party A agrees to grant Party B the right to use the licensed materials owned by Party A (the “Licensed Materials”) for the purpose of publishing the following publications (the “Publications”) during the term of this Agreement.

| Item No. | Title of Publication | Edition | Quantity (Sets/Volumes) | Price (NTD) | Distribution Territory |
|----------|----------------------|---------|----------------------------|----------------|---------------------------|
| 1 | | | | | |
| 2 | | | | | |

- ii. The Licensed Materials shall be used solely for the Publications. Party B may not sublicense, lease, assign, or otherwise transfer the Licensed Materials to any third party for any use or commercial purpose. Notwithstanding the foregoing, Party B may, after having obtained the approval by Party A to Party B’s written application for sub-licensing, sublicense translation rights (including conversion from Traditional to Simplified Chinese) to third parties solely for translation purposes. Party B shall enter into a written agreement with such third party, clearly stipulating ownership of copyright in the translated work, allocation of benefits, as well as other rights and obligations related to such sublicensing. Any such act of translation shall comply strictly with applicable regulations of the Copyright Law.

iii. Upon Party A’s receipt of the advance royalty or total royalty under Article 2(2) hereof, or the total royalty, as well as and the Performance Security required under Article 2(4) hereof, Party B shall submit a list of requested Licensed Materials to Party A. Thereafter, Party A shall provide such materials to Party B for approved use in accordance with the “Directives for the Management and Utilization of Digital Objects of the National Palace Museum”, and may deliver such materials progressively, depending on Party B’s production schedule, via cloud transmission or physical media.

II. Royalties and Performance Security

i. The total fixed royalty shall be calculated in accordance with the Royalty Rate Schedule set forth in Article 3 of the “Guidelines Implementing Public Solicitation of the National Palace Museum for Publication Licensing Applications” (the “Guidelines”)

| Item No. | Title of Publication | Total Licened Quantity (Sets/Volumes) (A) | Price (NTD) (B) | Royalty Rate (%) (C) | Royalty Amount (NTD) D=A*B*C |
|----------|----------------------|---|-----------------|----------------------|------------------------------|
| 1 | | | | | |
| | | | | | |

ii. Advance Royalty

Upon execution of this Agreement, Party B shall pay Party A an advance royalty equal to 10% of the total fixed royalty in the amount of NTD _____.

iii. Royalty Payment Methods: by Semi-Annual Installment Payments or by A Single Lump-sum Payment

(1) In the case that a “Semi-Annual Installment Payments” method of Royalty payment is adopted, Party B shall, on or before January 15 and July 15 of each year during the contract term, submit a detailed sales statement (such statement shall include actual sales quantities, categories and amount of receipts) for the period from July 1 through December 31 in the previous year, and from January 1 through June 30 in the current

year (each is a semi-annual installment), and pay the semi-annual installment royalties due for the semi-annual installment period ending on or before such payment date, calculated based on the actual sales in accordance with the applicable royalty rates specified in Article II (1), less the available Advance Royalty Amount, in a single bank transfer.

In the case that “A Single Lump-sum Payment” method of royalty is adopted, the payment, less the Advance Royalty Amount, shall be made on the day immediately following the expiration date of the Agreement in a single bank transfer.

(2) Each late payment in both methods shall be charged a “late payment fine” equal to 0.3% of the total amount outstanding per delayed day until full payment is made, subject to a cap of 1.5 times the total royalty due for the current installment. In the case of Semi-annual Installment Payments method, the commencement date of the late payment period shall be January 16 and July 16 respectively. In the case of A Single Lump-sum Payment method, the commencement date of the late payment period shall be the next day immediately following the expiration date of the Agreement. For both cases, if the commencement date falls on a public holiday, the date shall be postponed to the next business day immediately after that holiday.

(3) In the case of Semi-Annual Installment Payments method, before the expiration of this Agreement, Party B shall provide a detailed sales report (including therein the quantities actually sold out, titles of products and sales amount) certified by a certified public accountant to Party A for auditing, and settle all remaining balance (i.e., the total due amount of royalty after deduction of previous paid amount of royalty) by a bank transfer in full to Party A’s designated bank account. Such sales report is not required in the case of A Single Lump-sum Payment method.

iv. Performance Security

(1) Pursuant to Point 5 of “the Guidelines”, Party B shall provide a “Performance Security” equivalent to 20% of the Total Royalties (NT\$ _____) upon execution of this Agreement.

(2) The Performance Security shall be released to Party B without interest accrued, upon expiration of this Agreement, if and only if there **has been** no unsettled breach of contract committed by Party B during the term of this Agreement, and all royalties have been fully paid. In the case of Semi-Annual Installment Payments method, before release of the Performance Security to Party B, Party B must submit to Party A a “Sales Detail Report” certified by a public certified accountant. Such report is not required in the case of A Single Lump-sum Payment method.

III. Term of Performance

- i. The license term shall be two (2) years. Before the expiration, Party B may make a written application for contract renewal for reason stated in the application. Each renewal is limited to two years. Party A has the discretion to consent to the renewal application. The consent should be made in writing. Each renewal shall not exceed two years.
- ii. Party B shall publish the Publications within two (2) years starting from the signing date of this Agreement, and shall provide complimentary sample copies without charge to Party A in compliance with the provision of Article IV, Paragraph IV of this Agreement.
- iii. Unless otherwise provided in this Agreement, Party B shall complete production of the licensed publication within the term meeting the item title and quantities as specified in Article 1(1) of this Agreement. And shall not continue production of the short quantity as granted in this Agreement after expiration, termination, or rescission of this Agreement.
- iv. Failure to publish or complete production of the full quantities specified in Article 1(1) of the Agreement, or failure to issue the licensed publication for sale publicly because of reasons attributable to Party B shall not relieve Party B from payment of the total royalty.
- v. Upon full payment of total royalties, Party B may continue to sell existing inventory after expiration.

IV. Marking and Deposit Obligations

- i. The Party B shall indicate on the copyright page of the Publication the

statement “Published under authorization of the National Palace Museum”. Party B may, depending on the format of the Publication, print on the cover (including the front cover, back cover, or spine) the full official name and trademark (or taotie-pattern logo) of Party A, or such other wording as may be mutually agreed by both parties. Party B shall also affix the laser label issued by Party A. The Publication shall not be offered for sale unless the foregoing requirements have been complied with.

- ii. All matters relating to the Publication, including without limitation, manuscript preparation, typesetting, proofreading, printing, distribution and promotion, sales, and consumer services, together with all costs and expenses arising therefrom, shall be solely handled and borne by Party B.
- iii. The final proofs of the complete manuscript of the Publication prior to printing shall be subject to review by Party A, and Party B shall not proceed with printing or distribution unless and until Party A has granted its written approval.
- iv. Party B shall provide a written report to inform Party A the accurate print quantities and deliver 1% of total copies per title (rounded up) as complimentary copies to Party A (Where the calculated number of copies results in a decimal, such number shall be rounded up to the nearest whole number without exception). Party A may not resell these complimentary copies. The advance copies shall not be counted into the quantity of the licensed publication stipulated in Article 1 of the Agreement.
- v. Breach of marking obligations as required under Paragraph 1 of this Article shall entitle Party A to forfeit the Performance Security and claim damages up to three times the total royalty, with cumulative penalties for repeated violations.

V. Performance Management

- i. Quantity Increase of the Publication: Party B may, prior to the expiration of the Term, apply in writing to Party A to increase the print quantity specified in Article 1, Paragraph 1. Upon approval, the Total Royalty, Advance Royalty, and Performance Security shall be recalculated in accordance with Article 2,

and any deficiency shall be duly paid by Party B.

- ii. Reduction of Quantity of the Publication: Party B may, no later than three (3) months prior to the expiration of the Term, apply in writing to Party A to reduce the print quantity specified in Article 1, Paragraph 1. The royalty shall be recalculated in accordance with the Fee Schedule. Notwithstanding the foregoing, Party A shall not refund any difference in the Advance Royalty or Performance Security resulting from such reduction.
- iii. Impossibility of Publication: Where Party B is unable to complete the printing and publication of the planned quantity prior to the expiration of the Term, Party B shall, no later than three (3) months prior to expiration, apply in writing to Party A for exemption from production. Upon approval by Party A, the Agreement shall be deemed fully performed; the Performance Security shall be refunded, but the Advance Royalty shall not be refunded.
- iv. Additional Publication Format.: Party B may, prior to the expiration of the Term, apply in writing to Party A to add additional publication formats under Article 1, Paragraph 1 (including, without limitation, format size and digital publications). The applicable royalty and Performance Security shall be recalculated in accordance with the Guidelines and the Fee Schedule.
- v. Other Management Matters: For the purpose of verifying the use and protection of the Licensed Materials, the accuracy of sales reports submitted by Party B, compliance with the scope of authorization, and overall performance under this Agreement, Party A may require Party B to submit relevant information or reports. Where necessary, Party A may conduct audits, investigations, and evidence collection or take other measures to protect its rights. Party B shall fully cooperate and shall not evade, obstruct, or refuse such actions. In the event that audit results are inconsistent with this Agreement or submitted reports, or where any infringement is identified, Party A may require Party B to undertake all necessary and appropriate remedial actions, and Party B shall not raise any objection.

VI. Custody Obligation and Return Obligations

- i. Party B shall exercise the duty of care of a prudent administrator in the custody and use of the Licensed Materials delivered by Party A, and shall ensure that

such use strictly complies with the scope of authorization under this Agreement. In the event of damage, loss, or destruction of the Licensed Materials, Party B shall be liable for damages.

- ii. Where the Licensed Materials are provided by Party A on a physical medium, Party B shall return such medium within three (3) months from the date of receipt. If this Agreement is terminated or rescinded within such period, Party B shall return the medium within three (3) days from the occurrence of such event.
- iii. Upon expiration, termination, or rescission of this Agreement, Party B shall permanently delete all Licensed Materials and any backup copies stored on any medium and shall cease all use thereof.
- iv. In the event that unauthorized products incorporating the Licensed Materials are discovered in the market, Party B shall provide a reasonable explanation; failing which, such leakage shall be presumed attributable to Party B.

VII. Representations, Warranties, and Litigation

Assistance

- i. Party B represents and warrants that the Publications and all related works do not infringe any third party's copyright or other rights. Where any third-party intellectual property is used, Party B confirms that proper authorization has been obtained and that sources have been duly acknowledged in accordance with applicable laws. Any disputes or litigation arising from infringement or violation of applicable laws or public policy shall be borne solely by Party B, and Party A shall bear no liability whatsoever. Notwithstanding the foregoing, Party A may provide relevant materials in its possession to assist Party B in any such proceedings.
- ii. Party B shall use the Licensed Materials strictly within the scope and conditions of this Agreement and shall not engage in any use beyond such scope. Party B further undertakes to comply with the Guidelines and shall not distribute, lease, sell, assign, or otherwise exploit the Licensed Materials for unauthorized purposes.
- iii. Where damage to Party A arises due to improper use, failure to exercise due

care, or negligent custody by Party B resulting in third-party access to the Licensed Materials, Party B shall bear joint and several liability with the infringing party and shall actively pursue legal action against such infringer, at its own expense, including but not limited to arbitration, litigation, enforcement, and attorneys' fees.

- iv. Party B shall ensure that its employees, contractors, and agents comply with the terms of this Agreement as if such obligations were their own. Any breach by such persons shall be deemed a breach by Party B.
- v. In the event of any breach of Paragraphs 2 through 4 of this Article, Party A may forfeit the Performance Security and claim damages up to three (3) times the Total Royalty. Repeated breaches may give rise to cumulative punitive damages.
- vi. Except as expressly provided herein, Party A makes no warranties whatsoever, including, without limitation, any warranty of fitness for a particular purpose.
- vii. Party B acknowledges that the licensing terms under this Agreement constitute confidential business information shared between the Parties and shall not be disclosed to any third party without Party A's prior written consent.

VIII. Assignment, Expiration, Rescission, Termination, and Liability for Breach

- i. Party B may not transfer this Agreement, in whole or in part, to any third party, for any use or other commercial usage, except in the event a corporate merger, division or transfer involving Party B has occurred, and that Party A has consented in writing to such intended transfer of agreement.
- ii. Upon expiration, termination, rescission, or fulfillment of the purpose of this Agreement, Party B shall cease all use of the Licensed Materials and all printing, publication, and distribution of the Publications.
- iii. Except in cases of force majeure, where either Party breaches or is unable to perform its obligations, the non-breaching Party may demand cure within a specified period in writing. Failure to cure within such period shall entitle the non-breaching Party to terminate or rescind this Agreement and claim damages.

- iv. During the Term, either Party may terminate this Agreement upon mutual written consent.
- v. If, upon expiration or termination, the actual sales volume is less than the agreed quantity under Article 1, Party B shall remain liable for the full royalty obligation and shall settle in a lump sum the royalty corresponding to the shortfall. However, where termination is due to causes not attributable to Party B and agreed upon by both Parties, Party B shall only pay royalties based on the actual quantity produced prior to termination. In the absence of breach, the Performance Security may be offset against payable royalties, and any remaining balance shall be paid in full.
- vi. Where Party B fails to perform in accordance with this Agreement, Party B shall remedy such failure within the period specified by Party A. Failure to do so shall entitle Party A to terminate this Agreement and claim damages.
- vii. In the event of non-performance, Party A may forfeit the Performance Security unless otherwise provided herein. Unauthorized products may be confiscated, and further actions may be taken in accordance with the Guidelines.
- viii. In cases of other breaches, Party A may handle the matter in accordance with the Guidelines and may refuse future applications from Party B.
- ix. Obligations of Party B shall survive expiration, termination, or rescission. Party A retains the right to assert claims under this Agreement and applicable laws even after termination.

IX. Dispute Resolution

- i. Any amendment to this Agreement shall be made in writing and agreed upon by both Parties.
- ii. The interpretation and matters not provided herein shall be governed by the laws of the Republic of China and the Guidelines.
- iii. This Agreement shall be governed by the laws of the Republic of China. The Parties agree that the Taiwan Taipei District Court shall have exclusive jurisdiction as the court of first instance.

X. Contract Documents

- i. All appendices hereto shall form an integral part of this Agreement and shall

have the same legal effect.

- ii. This Agreement shall be executed in two originals, with each Party retaining one original, and two copies, with each Party retaining one copy.

In the event of any discrepancy, the original copies shall prevail.

Signatories

Party A : National Palace Museum

Representative:

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

Tel: +886-2-2881-2021

Fax: +886-2-2882-1507

Party B :

Representative:

Address:

Tel:

Uniform Business Number:

D a t e : Y Y Y Y

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