

Agreement for Brand Licensed Merchandise Being Released to the Market through National Palace Museum Channel

National Palace Museum (hereinafter referred to as “Party A”) and _____ (hereinafter referred to as “Party B”) have entered into the “National Palace Museum Brand Licensing Agreement” (hereinafter referred to as the “Brand Licensing Agreement”). Thus, Party B is Party A’s brand licensed supplier, and the licensed products developed by Party B in accordance with the Brand Licensing Agreement have been reviewed and approved by Party A for sale. NOW, THEREFORE, based on the principle of equality and mutual benefit, Party B intends to entrust Party A with the sale of the licensed products. The Parties hereto enter into this Agreement and agree as follows:

Article I. Documents Required for Effectiveness of Agreement

- I. The Agreement includes the following documents:
 - (I) Terms of this Agreement, annexes and their amendments or supplements.
 - (II) Performance documents or data submitted in accordance with this Agreement.
 - (III) Affidavit for Products Without Infringing Upon the Rights of Third Parties.
- II. Contract documents include originals or replicas in the form of writing, audio recording, video filming, photography, microfilm, magnetic record, digital data, or samples.
- III. All the provisions of the contract documents shall complement each other. In the event of ambiguities, Party A’s interpretation shall prevail. All disputes shall be resolved in accordance with relevant laws and regulations.
- IV. Party B shall not assign all or part of this Agreement to others, nor shall it subcontract the same out; however, such restriction shall not apply to the case of merger or transfer of the company with the written consent of Party A.
- 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.

Article II. Scope of Consignment Merchandise

The consignment merchandise mentioned in this Agreement refers to the brand licensed products developed and produced by Party B in accordance with the brand licensing agreement (the details and prices of the consignment merchandise are annexed thereto).

Article III. Agreement Period

- I. The period of this agreement begins from DD/MM/YYYY and ends on the expiry date of the license period hereof.
- II. After the expiry of the brand licensing agreement, if Party B fails to renew the Agreement or the renewal is not approved and there are remaining licensed commodities, the period can be extended for further six months to continue selling after obtaining the consent of Party A, and the agreement

between the Parties shall be renewed in accordance with the rights and obligations hereunder. All the product lines shall be discontinued from Party A's channel upon expiration of the Agreement period.

Article IV. Manner of Settlement

Party A shall take the initiative to settle the account (including tax) with Party B before the 15th day of every month in accordance with the sales volume of the consignment merchandise in the previous month based on the revenue share percentage of sales through Party A's channel as stipulated in the annex hereof and provide a settlement sheet to Party B. Party B shall send an invoice to Party A according to the amount stated in the settlement sheet. Before the 30th day of every month, Party A shall remit payment for the previous month to the following account designated by Party B or issue a non-negotiable check (on demand) to Party B.

Name of the Bank: _____

Account Name: _____

Account Number: _____

Article V. Consignment Location and Freight Cost

- I. Party A may sell consignment merchandise in the Museum store affiliated to Party A (including the store affiliated to this Museum and the store affiliated to the Southern Branch thereof). Upon Party A's purchase order, Party B shall submit an invoice affixing Party B's company seal and hand over the consignment merchandise to Party A for receipt signature according to the quantity stated on the invoice. The delivery place shall be designated by Party A.
- II. Party A may decide the purchase items, time, and quantity depending upon the business situation. Party B shall cooperate and raise no objection. Party B shall not add or delete delivery items, quantities, or delay delivery without consent, except for force majeure or circumstances that are not attributable to Party B, provided that, Party B shall notify Party A before the event occurs. If Party B fails to deliver such products for many times without reason, Party A may terminate the consignment sales of the products.
- III. Party B shall bear the shipping fee for the import and return of the consignment merchandise by itself, and Party A shall not additionally bear the burden.
- IV. Party B shall bear all the taxes and levies on the merchandise with which entrusted by Party B.

Article VI. Quality Control of Agreement Subject and Replacement of Defective Products

- 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 (including product names, labels, barcodes, sales prices) are correct before they are released into the market.
- II. If Party B fails to produce consignment merchandise in accordance with the content of the business plan reviewed and approved and Party A's amendments and suggestions, Party A may reject such products, and Party B shall not raise any objection, nor shall it sell the products by itself.

- III. Party B shall strictly control the quality and labeling of the licensed commodities in accordance with the Agreement and relevant laws and regulations, as well as conducting self-inspection and taking full responsibility. The relevant matters are as follows:
- (I) For “commodities subject to inspection”, the relevant inspection procedures shall be completed before the products are launched.
 - (II) If the product is a “food utensil”, the qualified report of “Sanitation Standard for Food Utensils, Containers and Packages” should be provided.
 - (III) If the product is an “ornament”, the material needs to meet the EU inspection standards without heavy metals (such as nickel), and the self-inspection qualified report and other supporting documents should be submitted before the product is released into the market.
 - (IV) Party B shall provide certification documentation such as merchandise maintenance service measures or inspection reports.
- IV. If the product does not conform to this Agreement and relevant laws and regulations or it is defective, Party A may notify Party B to improve, correct the defects or immediately stop the sale of the product depending on the specific situation. If Party B fails to complete the improvement and correction within the time limit, Party A may stop selling the consignment product or all the consignment products hereunder, and may terminate this Agreement, and Party B shall not request an extension of the Agreement period or compensation.
- (I) During the sales process, if a consumer requests a replacement due to a defective or expired product, Party B shall be responsible for handling it without declining. If any dispute arises therefrom, Party B shall be responsible for handling it and shall pay all compensations incurred by Party A arising from the application of the Consumer Protection Act.
 - (II) Party B shall go in person to Party A’s warehouse to retrieve the consignment merchandise and complete the replacement within ten days after receiving the notice of return from Party A. Exceeding the time limit shall be deemed to have waived its ownership. Party A shall not be responsible for any custody, and all losses shall be solely borne by Party B.

Article VII. Rights and Responsibilities

Party B shall guarantee that any third party shall not claim any rights against the consignment products. Should a party claims that Party B’s consignment products might infringe on its rights, the handling procedures are as follows:

- I. After Party A receives the information that the consigned products infringe on the rights of third parties, in order to protect the rights and interests of consumers and Party A, Party A may provide the information to Party B for explanation and may discontinue the product line temporarily after notifying Party B; if the circumstances are considered serious, Party A may directly and temporarily discontinue the product line.
- II. Party A may request Party B to submit factual evidence or an authentication report. In the event Party B failed to do so, Party A may deal with it directly for authentication, and the cost shall be borne by Party B.

- III. If the consignment products indeed infringe on the rights of a third party, Party A may not only claim compensation for the damage, but also terminate or rescind part or all of this Agreement, and it shall be deemed a major violation, and Party B's applications for brand licensing proposals will not be accepted within 3 years.
- IV. The merchandise will be back on the market when it is verified that the merchandise of which the product line is discontinued has not infringed on third party rights.

Article VIII. Termination of Agreement

- I. If Party B violates the brand licensing agreement, this Agreement or other laws and regulations, and fails to improve what Party A notifies of within the time limit, Party A may request compensation for damages and terminate or rescind part or all of this Agreement.
- II. In the event of changes in government regulations or other causes of force majeure which renders Party A unable to continue to perform this Agreement, Party A may terminate or rescind part or all of this Agreement.
- III. If Party B cannot continue to produce consignment products due to poor operation, company reorganization or force majeure, Party B may terminate this Agreement by serving on Party A 30 days written notice. If Party A suffers any damage (including but not limited to goodwill damage) arising therefrom, Party B shall compensate for it.

Article IX. Changes in Agreement

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. Party B's Distribution Agent

Overseas brand licensed supplier may sign a power of attorney with a domestic distribution agent, and such domestic distribution agent may sign this Agreement with Party A.

Article XI. Validity of Contract Documents

- I. If there is any conflict between this Agreement and the brand licensing agreement, the brand licensing agreement shall prevail.
- II. The annex hereof is a part of this Agreement and has the same legal effect as 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.

Annex: List of Consignment Commodities.

Annex: Percentage of Sales Proceeds through the National Palace Museum's Channels

Applicant	Government Department		The Other Contracted Suppliers			
Percentage of Sales Proceeds through the National Palace Museum's Channels	Museum	Government Agency	General Merchandise			
			Made in Taiwan		Not Made in Taiwan	
	20%	80%	Museum	Supplier	Museum	Supplier
			30%	70%	40%	60%
			Food and Beverage			
			Made in Taiwan		Not Made in Taiwan	
			Museum	Supplier	Museum	Supplier
			28%	72%	35%	65%
			Catering Commodities Provided by Restaurants			
			1st Year		2nd Year	
			Museum	Supplier	Museum	Supplier
			5%	95%	10%	90%
					3rd Year	
			Museum	Supplier	Museum	Supplier
			15%	85%		

NFT Merchandise Pricing and Percentage of Sales Proceeds

- I. If NFT products are sold in the market at the approved price in NT dollars, 70% of the payment will be settled by the sales revenue after the sale to the brand licensed supplier.
- II. If NFT Commodities are sold in the market in virtual currency, they shall be converted into virtual currency (such as Ether) by multiplying the approved NTD product price by 2 times before being sold in the market, and the price will be adjusted according to the virtual currency market. The settlement amount will be different from the originally approved price of NFT products in NT dollars. Instead, 70% of the sales revenue will be converted into NT dollars in the current month after the sale or on the 25th of the next month and paid to the brand licensed supplier.
- III. Before the NFT products are sold, the brand licensed supplier may request the Museum to adjust the price in NT dollars in accordance with the relevant regulations; however, the relevant fees (such as gas fee) derived from the price adjustment that the Museum needs to adjust the price on the sales channel platform simultaneously will still be borne by the brand licensed supplier.

Contracting Parties:

Party A: National Palace Museum

Representative:

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

Phone: (02)2881-2021

Party B:

Representative:

Address:

Phone:

Date: DD/MM/YYYY