

# TRADEMARK LICENSE AND VIRTUAL RESTAURANT SERVICES AGREEMENT

## 商標授權與虛擬餐廳服務契約

This Trademark License and Virtual Restaurant Services Agreement (this “**Agreement**”) dated as of [August 20], 2020, is by and among **Golden Eagle Food & Beverage Co., Ltd. (兆鵬實業股份有限公司)**, a company incorporated under the laws of [Taiwan] with registered offices at [No 83, Anhe Road, Sec 2, Daan District, Taipei City, Taiwan] (“**Licensor**”), and **JustKitchen Co. Ltd. (軒饌廚坊股份有限公司)**, a company incorporated under the laws of Taiwan with registered offices at 1F., No. 39, Lane 365, Yang Guang St., Neihu District, Taipei City, Taiwan (R.O.C.) (“**Operator**”).

本商標授權與虛擬餐廳服務契約（下稱「**本契約**」）於 2020 年 8 月 20 日，由依照[中華民國]法律組織登記成立，址設[台北市大安區安和路二段 83 號]之[**兆鵬實業股份有限公司**]（下稱「**授權人**」），與依照中華民國法律組織登記成立，址設臺灣臺北市內湖區陽光街 365 巷 39 號 1 樓之**軒饌廚坊股份有限公司**（下稱「**運營商**」）所簽訂。

## BACKGROUND

### 背景

A. The Licensor has certain rights, including certain rights to use, license and sublicense the names and trademark “Orchid Restaurant 蘭”, “Orchid Restaurant 蘭 by Peng” and other Trademarks (defined hereinafter).

A. 授權人就其名稱、商標 “Orchid Restaurant 蘭”, “[Orchid Restaurant 蘭 by Peng]” 及其他商標（定義如下）有權使用、授權及再授權。

B. Operator wishes to obtain from Licensor, and Licensor wishes to grant Operator, the right to use the Trademarks and other related rights, including without limitation “[Orchid Restaurant 蘭 by Peng]”, to prepare, sell and deliver the Delivery Products (as defined in the Exhibit A) and operate delivery-only service virtual restaurant platforms in Taiwan (such restaurant platforms collectively, the “**Restaurant**”).

B. 運營商欲自授權人取得，授權人欲授予運營商使用商標或其他相關權利（包括但不限於“[商標圖樣]”），用以準備、銷售、運送外送產品（定義見附件 A），以及在臺灣經營純外送服務與虛擬餐廳平台（該等餐廳平台以下合稱「**餐廳**」）。

## TERMS

### 條款

NOW, THEREFORE, in consideration of the foregoing, the parties hereto, intending to be legally bound, hereby agree as follows:

有鑒於上述內容，雙方當事人擬同意遵守以下條款。

1. **Grant of Use** During the Term, Licensor hereby grants to Operator, upon the terms and conditions of this Agreement, a license (the “**License**”) to use certain trade names, trademarks, service marks and logotypes, including the mark “Orchid Restaurant 蘭”, used to identify Licensor’s [restaurants featuring a specialized menu and service of alcoholic beverages, as well as food and beverage products sold through retail channels] (together with any future marks developed by or for the use of “Orchid Restaurant 蘭” based upon any variation of the name “Orchid Restaurant 蘭”, and the above-referenced trademarks are collectively referred to herein as the “**Trademarks**”, each of which a “**Trademark**”) together with all of the associated trade names, trade dress, menus, concepts, and other marketing devices heretofore, currently, or hereafter used by Licensor in conjunction with the Trademarks including, without limitation, the distinctive process, products, business format, methods of preparation, lines of associated products, trade dress, signage, décor, and in general, a style, operating system and method of business operations with specific standards and procedures developed and/or implemented by Licensor for “Orchid Restaurant 蘭” products (the “**System**”) and/or in connection with Licensor’s “Orchid Restaurant 蘭” restaurants operated in Taiwan, including the theme, design and operational elements, which will consist of, without limitation, (i) [food recipes, menu content, food and dish presentations and related methods and strategies authored, invented, designed, developed and/or designated for use with the concept]; (ii) [graphics and design of menus, drink, cocktail and wine lists, wine related newsletters, facility configurations, specialized equipment and technology systems]; (iii) [manuals setting forth the standards incorporated within the System] (“**Standards**”), and (iv) [such other items deemed advisable by Licensor that are authored, invented, designed, developed and/or designated for incorporation into the concept] (the “**Associated Rights**”), solely for purposes of and in conjunction with the opening and operation of the Restaurant and in strict compliance with the requirements of this Agreement and applicable law.

1. **授權範圍** 在本契約期間內，授權人依本契約條款同意授權（下稱「授權」）運營商使用授權人之商業名稱、商標、服務標章、標識，包括“Orchid Restaurant 蘭”，以標示授權人之[專門菜單、酒精性飲料服務，以及透過零售通路銷售之食品、飲料之休閒主題餐廳特色]（此等商標或標識，連同授權人未來基於“Orchid Restaurant 蘭”名稱之任何變動，使用“Orchid Restaurant 蘭”或從“Orchid Restaurant 蘭 by Peng”所發展之任何標識，於本契約中單獨或合稱「商標」）；並同意授權運營商使用授權人目前或之後結合商標所使用之相關商業名稱、產品外觀、菜單、概念與其他行銷手法，包括但不限於，獨特製程、產品、商業配方、準備方法、系列相關聯產品、產品外觀、廣告標識、包裝設計，以及由授權人為“Orchid Restaurant 蘭”產品，依特定標準與程序所開發及/或實行之整體的風格、操作系統與商業經營方法（下稱「系統」），及/或授權人在臺灣經營名為“Orchid Restaurant 蘭”餐廳所使用之相關主題、設計、營運元素，該等元素包括但不限於：（i）[依據相關概念所創作、發明、研發及/或設計之料理食譜、菜單內容、料理擺盤呈現以及與之相關之方法與策略]；（ii）[菜單、飲料、雞尾酒、葡萄酒單之圖像與設計，與葡萄酒相關之通訊報、設施配置、專門設備及技術系統]；（iii）[規定系統內標準之操作手冊]（下稱「標準」），以及（iv）[其他授權人適當地認為應納入該概念所創作、發明、設計及開發

之項目」(下稱「**相關聯權利**」)。授權使用之範圍，僅限於與餐廳之開業及經營有關，且應嚴格遵守本契約以及有關法令而使用。

**2. Support** Licensor will provide Operator with a reasonable amount of: (a) product sourcing and culinary support, (b) promotional assistance, and (c) ongoing training of Operator's personnel in the System and Standards. Licensor will decide which of its personnel will provide such training and support.

**2. 授權人協助** 授權人應提供運營商以下合理協助：(a) 產品來源與烹調協助；(b) 促銷協助；(c) 持續就標準及系統，向運營商之職員提供訓練。授權人應選定其職員提供前開訓練與協助。

**3. Fees** In consideration of the License, the services to be rendered to Operator by Licensor hereunder, and the other rights granted to Operator pursuant to this Agreement, Operator will make the following payments:

**3. 費用** 運營商應就本契約之授權、授權人依本契約提供運營商之服務以及本契約授予運營商之其他權利，支付以下費用：

**(a) Percentage Royalty** Operator will pay to Licensor royalties (the “**Percentage Royalty**”) of [Redacted – commercially sensitive information] of all Gross Sales (as defined below). As used in this Agreement, “**Gross Sales**” means the amount in NT Dollars of all revenues (whether paid in cash, by credit card, or otherwise), and including fair market value of any goods, services, or other consideration, (A) derived from the sale of food or beverages at the Restaurant, (B) derived from the sale by the Restaurant of any goods, services, merchandise, or other products that utilize the Trademark, but expressly excluding the following: (1) the amount of any bona fide cash or credit refunds made upon any sale where the food, beverages, merchandise or services sold is returned by the customer and accepted by the Operator; (2) sales tax or other taxes required to be separately accounted for and collected by Operator directly from customers and paid by Operator to a taxing authority; (3) the amount of any gratuities paid or given by patrons or customers to employees of Operator (excluding service charges added to a customer's bill); and (4) the amount attributable to meals or beverages served or provided to Operator or its employees at a discount, or for which Operator does not receive full payment.

**(a) 權利金比例** 運營商應支付其銷售總額（定義如下）[Redacted – commercially sensitive information] 予授權人作為權利金（下稱「**權利金比例**」）。在本契約中，所謂銷售總額係指以新台幣為單位之所有收益金額（無論收益是來自於現金、信用卡或其他支付方式），包含（A）因餐廳食物或飲料之銷售，或（B）因任何使用商標而由餐廳銷售之財貨、服務、商品或其他產品，而取得之任何有形財貨、無形服務或其他對價之公平市場價值。惟明示排除以下項目：（1）任何因食物、飲料、商品或服務銷售後，遭消費者退貨且運營商善意接受退貨所致之現金或信用卡款項退還之數額；（2）運營商依法應直接向消費者收取且於帳上分別認列之營業稅或其他稅負，並向稅捐稽徵機關繳納之數額；（3）任何由顧客、消費者支付予運營商員工之小費數額（但合併於消費者帳單上之服務費不在此限）；（4）以折扣價提供運營商或其員工之餐點或飲料之折讓數額，或為此運營商未收到全額支付之數額。

**(b) Periodic Statements.** Within [Redacted – commercially sensitive information] days after the end of each calendar month, Operator will deliver to Licensor a true and

complete unaudited financial statement, setting forth for such calendar month, in reasonable detail the computation of Gross Sales and the amount of the Percentage Royalties payable hereunder during such period.

**(b) 定期報表之提供** 運營商應於每月結束後[ ] [Redacted – commercially sensitive information] ]日內交付授權人未經查核但真實完整表達之財務報表，其中應記載該月銷售總額之計算細節，並載明依本契約運營商在該月應支付之權利金比例金額。

**(c) Reports and Examination** Operator will send Licensor a monthly report of Gross Sales in accordance with the Standards. Licensor or its representatives may examine Operator's books and records during normal business hours to obtain or verify Operator's Gross Sales.

**(c) 報告與檢查** 運營商應就每月之銷售總額，向授權人寄送依標準製作之報告。為取得或驗證運營商銷售總額之數額，授權人或其代表人在正常營業時間得檢查運營商之簿冊與紀錄。

**(d) Information Sharing** Throughout the Term, Operator agrees to provide Licensor with all information that Licensor reasonably requests to permit Licensor to analyze the efficiency and profitability of Operator's operations concerning Delivery Products, including, without limitation, Operator's monthly profit and loss statements and cost summaries (labor, supplies, rent, fees, profit sharing, etc.).

**(d) 資訊分享** 在本契約期間內，運營商同意提供授權人分析運營商關於外送產品營運效率與獲利能力之所有相關資訊，包括但不限於運營商之每月損益表以及成本摘要（如：薪資、進貨、租金、費用、利潤分享等）。

**(e) Payments** Unless otherwise directed in writing by Licensor, Operator will make all payments to Licensor hereunder by wire-transfer to an account designated by Licensor of immediately available in NT Dollars within [ ] [Redacted – commercially sensitive information] days after the end of each calendar month.

**(e) 支付期限** 除授權人書面指定其他支付方式外，運營商應每月結束後[ ] [Redacted – commercially sensitive information] ]日內，以匯款方式支付所有於本契約下應付款項（以新台幣為單位）至授權人指定之帳戶。

**(f) Taxes** Any taxes which Operator is required by law to withhold on behalf of Licensor with respect to any payments of royalties due under this Agreement shall be deducted from the amount of such payments due and withheld. Operator shall furnish Licensor with reasonable evidence of such amount withheld (e.g., tax withholding certificate and payment thereof to the appropriate authorities), in electronic or hard copy, as soon as practicable after such amount is withheld.

**(f) 稅捐** 運營商依法就授權人依本契約所受領之權利金負有扣繳義務者，該應扣繳之稅款，應自運營商所需支付之款項中扣除。於稅款扣繳後，運營商應於實際可行之情況下儘速提供授權人電子或紙本單據之合理憑證（例如扣繳憑單及向有權機關繳納之證明）。

#### 4. Restaurant Operation and Management

##### 4. 餐廳營運與管理

(a) **Restaurant Management** Operator shall exercise active managerial control over the Restaurant and cause the Restaurant to be operated in compliance with applicable laws and this Agreement. At any time and from time to time, Licensor may provide instructions or requests to Operator regarding the foregoing. Operator shall fully and timely comply with Licensor's instructions and requests in order to continuously maintain Licensor's operating and quality standards in the Restaurant. Operator shall cause its employees to comply with all of Operator's instructions and Restaurant policies, including, without limitation, those regarding the operation of the Restaurant, legal compliance and cleanliness.

(a) **餐廳管理** 運營商應積極控管並確保餐廳之營運合於相關法令規範與本契約之約定，且授權人得隨時就此為指示或要求。為持續維持授權人對餐廳之營運與品質的要求，運營商應完全且即時地遵照授權人所為之指示與要求。運營商應促使其員工遵守所有運營商之指示與餐廳守則，包括但不限於餐廳營運、法令遵循以及整潔維護。

(b) **Website** Subject to the terms and conditions of this Agreement, including with respect to ownership of intellectual properties, Operator will be entitled to operate a website located at a domain name to be selected and registered by Operator in order to promote the Restaurant.

(b) **網站** 於本契約條款之限制下，包括智慧財產權歸屬之限制規定，運營商有權以其所選擇及註冊之網域名稱架構經營一個推廣餐廳之網站。

## 5. Other Covenants

### 5. 其他承諾

(a) **Licensor's Ownership of Trademark and Associated Rights** Operator acknowledges that the rights of Operator expressly granted by this Agreement, Licensor is the sole and exclusive owner of all right, title, and interest in and to the Trademark and the Associated Rights.

(a) **授權人之商標權及其他相關權利** 運營商認知其依本契約授權之權利，授權人係商標及相關聯權利之獨家且專屬享有權利及利益之所有權人。

(b) **Compliance with Laws** Operator shall comply in all material respects with all laws, ordinances, regulations, and orders applicable to its business and the Restaurant, including all health, sanitary, and safety codes, rules, and regulations.

(b) **法令遵循** 運營商應在所有重大方面，遵守與其商業經營及餐廳有關之所有法律、法規、規定及命令，包括涉及健康，衛生和安全之所有法規、規則及規定。

## 6. Term and Termination

### 6. 本契約期間及契約終止

(a) The term of this Agreement (the "**Term**") shall commence on [date], 2020, and will continue until the [first (1<sup>st</sup>)] anniversary thereof.

(a) 本契約之有效期間（下稱「**本契約期間**」）始於 2020 年 8 月 20 日，且將持續有效至自契約生效日起算[一（1）]周年止。

(b) This Agreement may be terminated by either party upon failure of the one party to (i) comply with the terms and conditions set forth herein and/or under this Agreement and (ii) rectify the same within [fourteen (14)] days upon notice given.

(b) 本契約之任一方未遵守本契約條款，經通知後之[十四 (14) ]日內仍不補正時，他方得終止本契約。

(c) Upon any termination or expiration of this Agreement, Operator will (i) immediately cease preparation, packaging, sale and delivery of the Delivery Products; (ii) immediately pay Licensor all sums due and owing to Licensor related to the Delivery Products; (iii) promptly return to Licensor any manuals provided by Licensor, any copies of such manuals and all other confidential Information (as defined below) furnished by Licensor and delete all electronic copies of such Information; and (iv) immediately discontinue all use of the Trademarks and of any and all items bearing the Trademarks; and cancel all advertising and assumed named filings that contain the Trademarks.

(c) 於本契約終止或到期時，運營商應 (i) 立即停止準備、包裝、銷售及運送外送產品； (ii) 立即支付授權人一切與外送產品有關且已屆期但未向授權人清償之金額； (iii) 儘速返還授權人所有由授權人提供之手冊（包含一切影本）及其他由授權人提供之機密資訊（定義如下），並應刪除所有以電子形式複製之機密資訊；及 (iv) 立即停止使用商標及一切使用該商標之物品；並取消所有包含商標在內之廣告及慣用名稱註冊。

7. **Notices** All notices, demands, and other communications hereunder will be in writing or by written telecommunication, will be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier (providing proof of delivery), or sent by written telecommunication (with confirmation retained), as follows:

7. **通知** 有關本契約之通知、要求或其他溝通，應以書面或以書面之電子通訊方式為之，若已親自送達或通過掛號信郵寄、掛號回執、預付郵資、隔夜快遞發送（應提供送達之證據）或以書寫之電子通訊方式者（應保留已獲確認之相關資訊），應被視為已合法通知。通知資訊如下：

If to Operator, to:

JustKitchen Co. Ltd.  
1F., No. 39, Lane 365  
Yang Guang St.  
Neihu District, Taipei, 11491.

若送達予運營商，請送達至：

軒饌廚坊股份有限公司  
臺北市內湖區陽光街 365 巷 39 號 1 樓

If to Licensor, to it in care of:

Golden Eagle Food & Beverage Co., Ltd.  
1F., No 83  
Anhe Road, Section 2  
Daan District, Taipei

若送達予授權人，請送達至：

兆鵬實業股份有限公司  
臺北市大安區安和路 2 段 83 號

**8. Entire Agreement** This Agreement contains the entire understanding of the parties, supersedes and terminates all prior and contemporaneous agreements and understandings relating to the subject matter hereof (including any term sheet or the like). This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same agreement. In pleading or proving this Agreement, it will not be necessary to produce or account for more than one copy of this Agreement executed (in counterparts or otherwise) by all of the parties.

**8. 完整契約** 本契約構成本契約當事人間之完整意思表示，並取代及終止與本契約標的有關之一切先前及同時之約定及認知（包括一切條款清單或類似內容者）。本契約之雙方得於不同副本上各自簽署，於各自簽署並送達至他方時將視為一份正本，但所有副本構成一份具有相同內容之契約。於依本契約而為請求或需證明本契約時，僅須提示一份由雙方當事人簽署之本契約。

**9. Amendments and Waivers** This Agreement may not be amended except by a written agreement signed by Licensor and Operator. No waiver of any breach or default hereunder will be valid unless in writing and signed by the waiving party. No failure or other delay by any party exercising any right, power, or privilege hereunder will be or operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

**9. 變更及棄權** 本契約非經授權人及運營商簽署書面合意，不得變更之。因一方違反本契約所生之責任，非經他方簽署書面表示拋棄其權利，不得免除之。任何一方未行使或遲延行使任何本契約下之權利、權力或特權，均不得被視為拋棄該等權利；前述權利、權力或特權之單一或部分行使並不排除另行或進一步行使前述權利、權力或特權。

**10. Interpretation and Construction** The captions of sections and subsections of this Agreement are for reference only and do not affect the interpretation or construction of this Agreement.

**10. 解釋及釋義** 本契約各條項之標題，均僅供參考且不影響本契約之解釋及釋義。

**11. Independent Contractors** The relationship of Licensor and Operator is and will be that of independent contracting parties and not that of partnership, joint venture, employment, franchise, or otherwise. None of Licensor, or Operator will have or hold itself out as having any right, power, or authority to bind the other.

**11. 獨立訂約人** 授權人與運營商間僅係且未來亦係獨立訂約人，並不具有合夥、合資、僱傭、加盟或其他關係。授權人或運營商任一方均不會自居於該等關係之地位，向他方主張任何權利、權力或權限。

**12. Benefited Parties** This Agreement binds and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to or does confer any rights or remedies on any person or entity other than the parties hereto and their respective successors and permitted assigns.

**12. 受益方** 本契約為雙方之利益拘束雙方及其繼受人和經允許之受讓人。除本契約雙方及其繼受人和經允許之受讓人外，本契約中之任何內容，均無意圖且未授予任何權利或救濟予任何之人或實體。

**13. Confidentiality** Each of Operator and Licensor (a “**Receiving Party**”) will maintain the confidentiality of all confidential or proprietary information relating to the other party (a “**Disclosing Party**”); and such information, the Disclosing Party’s “**Information**” or the Disclosing Party’s business that is disclosed to the Receiving Party, or to which the Receiving Party is given access, by the Disclosing Party. Unless previously authorized in writing by the Disclosing Party, and except with respect to Information that has otherwise become public other than through a violation of this Section 13 on the part of the Receiving Party, the Receiving Party will not disclose any of the Disclosing Party’s Information to any third party, or use it for any purpose other than the performance of its responsibilities under this Agreement; except that:

**13. 保密義務** 授權人或運營商（下稱「**接受方**」）應對於他方（下稱「**披露方**」）之機密或專屬資訊保密。該等資訊係指披露方之「機密資訊」，或揭露予接受方之披露方商業活動，或接受方經披露方允許獲取者。除經披露方事前書面同意，且機密資訊非因收受方違反本契約第 13 條之規定而公開者外，接受方不得向第三方揭露披露方之機密資訊或非關於履行本契約下義務而使用該機密資訊。但有下列情形之一者，不在此限：

(i) the Receiving Party may disclose the Disclosing Party’s Information to those of the Receiving Party’s employees, advisers, and other representatives who have a legitimate need to know such information in order to permit or facilitate the Receiving Party’s performance of its responsibilities under this Agreement and who are directed by the Receiving Party to maintain the confidentiality of such Information in accordance with this Section 13; and the Receiving Party will be responsible for any impermissible disclosure under this Section 13 by any such employee, adviser, or representative to whom the Receiving Party discloses such Information;

(i) 接受方得向有合理需要知悉此類資訊，以允許或促進接受方履行本契約下之責任之其員工、顧問及其他代表揭露披露方之機密資訊，且接受方應要求前開人員對此類資訊履行本契約第 13 條規定之保密義務。若前開人員未履行本契約第 13 條規定之保密義務而有未經允許揭露之行為，接受方應與自己未盡保密義務之情形負同一責任；

(ii) the Receiving Party may disclose the Disclosing Party’s Information to the extent required by applicable law or legal process; in this event, the Receiving Party will, to the maximum extent lawful, provide the Disclosing Party with prompt notice of such disclosure obligation so that the Disclosing Party may seek a protective order or take other appropriate action to protect the confidentiality of such Information, and the Receiving Party will reasonably cooperate with the Disclosing Party, at the Disclosing Party’s request and expense, in any efforts of the Disclosing Party to obtain such a protective order or take other appropriate action to protect the confidentiality of such Information;

(ii) 接受方得於所適用法規或法律程序所要求之範圍內，揭露披露方所提供之機密資訊。就此情形，在法規允許之最大範圍內，接受方應盡速通知披露方其依法被課予之揭露義務，以使披露方得尋求暫時處分或其他適當措施以保護前揭機密資訊之機密性；而收受方應盡合理努力協助披露方（依披露方之請求及由披露方負擔相關費用）取得前述暫時處分或其他適當措施以保護前揭機密資訊之機密性；

(iii) the Receiving Party may disclose the Disclosing Party’s Information to the Receiving Party’s attorneys and experts, and to any court or arbitrator, in connection with any action or arbitration to enforce the Receiving Party’s rights under this Agreement;

(iii) 接受方得於實行本契約下之權利相關之訴訟或仲裁程序中，揭露披露方之機密資訊予接受方之律師、專家、法院或仲裁人；

(iv) the Receiving Party may disclose the Disclosing Party's Information to the Receiving Party's actual and potential direct and indirect investors, lenders, and acquirors who are directed by the Receiving Party to maintain the confidentiality of such information in accordance with this Section 13; and the Receiving Party will be responsible for any violation of this Section 13 by any such person to whom the Receiving Party discloses such Information; and

(iv) 接受方得對其實際和潛在的直接及間接投資人、貸與人及收購人揭露披露方之機密資訊，並應由接受方依本契約第 13 條規定命前開人員對該等機密資訊保密。接受方應對其所揭露該等機密資訊予前開人員而違反本契約第 13 條之行為負責；

**14. Prevailing Language** This Agreement is made in English and Chinese. In the event of a dispute as to the terms of this Agreement, the [Chinese] version shall prevail.

**14. 準據語言** 本契約以英文與中文之語言製作。就本契約條款有解釋之疑義，應以[英文/中文]為準。

**15. Governing Law** This Agreement shall be governed by and construed under the laws of Taiwan without giving effect to conflicts of laws principles. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach termination or invalidity thereof, shall be finally settled by arbitration referred to the [Chinese Arbitration Association, Taipei] in accordance with Arbitration Act of Taiwan and the Association's arbitration rules. The place of arbitration shall be in Taipei, Taiwan. The language of arbitration shall be [Chinese]. The arbitral award shall be final and binding upon the parties.

**15. 準據法** 本契約應以臺灣法為準據法並以該法為解釋，且排除其選法規則之適用。任何與本契約有關或因本契約所生之爭端、爭議或主張或違反本契約關於終止或有效性者，應由位於[台北之中華民國仲裁協會]依中華民國仲裁法及中華民國仲裁協會仲裁規則以最終解決之，仲裁地為臺灣臺北，仲裁應使用[中文]。仲裁判斷應為對雙方具有拘束力之最終裁決。

[Remainder of page is intentionally left blank; Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark License and Virtual Restaurant Services Agreement to be executed by their respective officers as of the date first above written:

本契約由雙方之代表人於首揭日期簽署，以資信守：

**Golden Eagle Food & Beverage Co., Ltd.**  
兆鵬實業股份有限公司

By (簽署人) : "Signed"

Name (姓名) : Frank Liu

Title (職稱) :

**JustKitchen Co. Ltd.**  
軒饌廚坊股份有限公司

By (簽署人) : "Signed"

Name (姓名) : Jason Chen

Title (職稱) :

[Signature page to Trademark License and Virtual Restaurant Services Agreement]

[本契約簽署頁]

**Exhibit A (附件 A)**

Delivery Products

外送產品



**New items to be mutually agreed**

**新項目雙方代共同商定**