

~~You are not required to order products through any Development Franchisees. However, if you choose to order products through a Development Franchisee, that Development Franchisee may charge a service fee of up to 40% of the original purchase price. We expect that the service fee would cover certain costs that the Development Franchisee might incur, for example, the costs relating to: placing orders for franchisees, order consolidations, handling the importation of products, warehousing services, and distribution of the products to the franchisees' TPTEA Tea Shops~~

~~Multi-Unit Franchise Development~~

~~We do not charge any additional fees for franchisees who will operate multiple TPTEA Tea Shops under a Multi-Unit Franchise Rider with us.~~

Development Franchisee Program

We do not charge any additional fees for franchisees who will operate a Development Franchisee Business under a Development Franchisee Rights Rider with us.

ITEM 6: OTHER FEES

Type of fee (note 1)	Amount	Due Date	Remarks
Royalty Fees	6% of the Gross Monthly Sales	The royalty fee for the previous month is payable before the 10th 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.
Marketing Fund Contributions	Currently not charged but we have the right to collect up to 3% of the gross monthly sales.	The marketing fund for the previous month is payable before the 10th of the next month	Applicable only when we have established a Marketing Fund. See Item 11 for details on Marketing Fund
Our Expenses for the On-Site Training	Costs of lodging, board, air tickets, transportation and work permits/visa applications	When billed	We are responsible for training staff salaries. This covers a one-time training session. If you request additional training, see Post Opening Consultation Fees below for costs.
Post-Opening Consultation Fees (note 2)	US\$300 per person per day, round trip airfare for the business operation consultant(s)	Payable within 7 business days	These fees apply only if you request additional consultation. After the opening of the Tea Shop,

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

被授權人不得同意授權人取得禁制令救濟。授權人可以尋求禁制令救濟。請參閱《明尼蘇達州規則》 2860.4400J。此外，法院將裁定是否需要提供保證金。Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

明尼蘇達州規則 2860.4400(K) 禁止授權人要求支付保證金，除非是為了防止財產、設備、庫存或租賃權受損。 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.

任何特許加盟商在建立特許經營關係過程中簽署或同意的任何聲明、問卷或確認書，不得產生以下效果：(i) 放棄根據適用的州特許經營法提出的任何索賠，包括因誘導欺詐所產生的索賠；或 (ii) 否認對任何授權人、特許經營銷售者或代表授權人行事的其他人士所作陳述的信賴。本條款優先適用於與特許經營相關的任何已簽署文件中的其他條款。