



Kementerian Perdagangan Dalam Negeri Dan Hal Ehwal Pengguna
Ministry of Domestic Trade and Consumer Affairs

DOKUMEN PENZAHIRAN

DISCLOSURE DOCUMENT

SISTEM FRANCAIS

FRANCHISE SYSTEM

Dokumen ini disediakan oleh Kementerian Perdagangan Dalam Negeri dan Hal Ehwal Pengguna (KPDNHEP) sebagai panduan untuk menyediakan maklumat Dokumen Penzahiran bagi perniagaan francais di Malaysia. Anda perlu memastikan bahawa semua pernyataan dalam dokumen ini adalah benar, tepat dan dapat dibukti. Adalah menyalahi undang-undang untuk mengemukakan maklumat yang tidak benar dan tepat. Anda diminta untuk mengemukakan Dokumen Penzahiran yang telah diluluskan oleh Pendaftar Francais kepada francaisi dalam tempoh sekurang-kurangnya 10 hari sebelum francaisi menandatangani dokumen perjanjian francais seperti peruntukan di bawah Seksyen 15 Akta Francais 1998. Perjanjian francais hendaklah mempunyai tempoh masa bertenang sekurang-kurangnya 7 hari untuk menamatkan perjanjian seperti peruntukan di bawah Seksyen 18(4) Akta Francais 1998. Sebarang pindaan terhadap maklumat yang terdapat di dalam Dokumen Penzahiran perlu mendapatkan kelulusan Pendaftar seperti peruntukan di bawah Seksyen 11, Akta Francais 1998.

Dokumen Penzahiran ini disediakan bagi membantu bakal franchisor/francaisi memahami tawaran francais yang dibuat. Dokumen ini perlu diteliti dan dibandingkan dengan perjanjian francais. Jika ada ketidakselarasan antara Dokumen Penzahiran dan perjanjian francais, peruntukan perjanjian francais akan mengatasinya.

This document is prepared by the Ministry of Domestic Trade and Consumer Affairs (MDTCA) as a guide to provide information on Disclosure Documents for franchise businesses in Malaysia. You must ensure that all statements in this document are true, accurate and verifiable. It is illegal to submit untrue and inaccurate information. You are required to submit the approved Disclosure Document to the franchisee within at least 10 days before the franchisee signs the franchise agreement document as provided under Section 15 of the Franchise Act 1998. The franchise agreement must have a cooling-off period of at least 7 working days to terminate agreements as provided under Section 18 (4) of the Franchise Act 1998.

The Disclosure Document is to assist potential franchisors/franchisees understand the franchise offer made. This Disclosure Document should be examined thoroughly and compared with the franchise agreement. Should there exist any inconsistency between the Disclosure Document and the franchise agreement, the franchise agreement shall prevail.

ISI KANDUNGAN

1.0	BUTIR-BUTIR FRANCAISOR	1
1.1	Maklumat Syarikat	1
1.2	Maklumat Perniagaan Francais	2
1.3	Modal dan Pegangan Saham	3
1.4	Maklumat Lembaga Pengarah	3
1.5	Pengalaman Dalam Perniagaan	4
1.6	Maklumat Kakitangan Francaisor dalam Pengurusan dan Operasi	4
1.7	Tindakan Perundangan dan Kebankrapan	5
1.8	Penyata Kewangan Syarikat Teraudit	6
2.0	BUTIR-BUTIR FRANCAISI	8
2.1	Bilangan francaisi sedia ada berdasarkan kepada Negeri dan Wilayah	8
2.2	Bilangan francaisi sedia ada berdasarkan kepada Negara dan Wilayah (luar Malaysia) ...	9
2.3	Bilangan outlet bagi tiga (3) tahun terakhir	9
3.0	FI FRANCAIS DAN LAIN-LAIN FI PERMULAAN	10
3.1	Butiran bagi julat kos bagi memulakan operasi perniagaan francais	10
3.2	Pelaburan Permulaan Francais	11
3.3	Unjuran Kewangan	12
3.4	Butiran terhadap justifikasi bagi kos perniagaan	14
4.0	OBLIGASI	15
4.1	Butiran terhadap obligasi oleh francaisi	15
4.2	Butiran terhadap obligasi francaisor	17
5.0	HAK KEWILAYAHAN	18
5.1	Jenis Wilayah dan Keterangan	18
5.2	Butiran terhadap Justifikasi Hak Kewilayahan	18
6.0	CAP DAGANGAN DAN HARTA INTELEK	19
6.1	Maklumat Pendaftaran Cap Dagangan	19
6.2	Hak francaisi dan obligasi francaisor terhadap cap dagangan atau apa-apa harta Intelek	19
7.0	PEMBAHARUAN, PENAMATAN DAN PENGUBAHSUAIAN PERJANJIAN	20
7.1	Maklumat bagi Pembaharuan, Penamatan dan Pengubahsuaian Perjanjian	20
8.0	PERAKUAN	21

TABLE OF CONTENT

1.0	PARTICULARS OF THE FRANCHISOR	1
1.1	<i>Company's Information</i>	1
1.2	<i>Franchise Business Information</i>	2
1.3	<i>Capital and Shareholdings</i>	3
1.4	<i>Details of Board Of Directors</i>	3
1.5	<i>Experience in businesses</i>	4
1.6	<i>Franchisor personnel information in Management and Operation</i>	4
1.7	<i>Legal Action and Bankruptcy</i>	5
1.8	<i>Company Audited Financial Statements</i>	6
2.0	PARTICULARS OF THE FRANCHISEE	8
2.1	<i>Number of existing franchisees, sorted by State and Region</i>	8
2.2	<i>Number of existing franchisees, sorted by Country and Region (outside Malaysia)</i>	9
2.3	<i>Number of outlets for the past three (3) years</i>	9
3.0	FRANCHISE FEE AND OTHER INITIAL FEES	10
3.1	<i>Details of the range of costs to start operating the franchised business</i>	10
3.2	<i>Initial Investment of Franchise</i>	11
3.3	<i>Financial Forecast</i>	12
3.4	<i>Input for justification and detailed calculation</i>	14
4.0	OBLIGATION	15
4.1	<i>Input for obligation of franchisee</i>	15
4.2	<i>Input for obligation of franchisor</i>	17
5.0	TERRITORIAL RIGHTS	18
5.1	<i>Type of territorial and descriptions</i>	18
5.2	<i>Input for Justification of Territory Rights</i>	18
6.0	TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS	19
6.1	<i>Information of the Trademark Registration</i>	19
6.2	<i>The Franchisee's right and the Franchisor's obligations on the trademark or any Intellectual property</i>	19
7.0	RENEWAL, TERMINATION AND MODIFICATION OF AGREEMENT	20
7.1	<i>Input for renewal, termination and modification of agreement</i>	20
8.0	DECLARATION	21

1.0 BUTIR-BUTIR FRANCAISOR
PARTICULARS OF THE FRANCHISOR

1.1 Maklumat Syarikat
Company's Information

No	Perkara Items	Keterangan Description
1.	Nama Syarikat <i>Company Name</i>	鱼你在一起（北京）餐饮品牌管理有限公司 FISH WITH YOU BJ F AND B BRAND MGMT LTD. (Malaysia Name) Beijing Yu Ni Zai Yi Qi Brand Management Co., Ltd. (Chinese Company Name) *Same company but due to bank in Malaysia policies that need the roman wording names so the company use Fish with You BJ F and B Brand MGMT Ltd.
2.	No. Pendaftaran Syarikat <i>Company's Registration No.</i>	UNIFIED SOCIAL CREDIT CODE: 91110400MA7GJ8M699
3.	Negara Diperbadankan <i>State of Incorporation</i>	PEOPLE'S REPUBLIC OF CHINA
4.	Tarikh Diperbadankan <i>Date of Incorporation</i>	22 FEBRUARY 2022
5.	Alamat Utama Perniagaan Francaisor <i>Franchisor's Primary Business Address</i>	ROOM 102, 1ST FLOOR, BUILDING 5, NO.2 JINGYUAN NORTH STREET, BEIJING ECONOMIC-TECHNOLOGICAL DEVELOPMENT AREA, BEIJING (YIZHUANG CLUSTER, HIGH-END INDUSTRY ZONE, BEIJING PILOT FREE TRADE ZONE)
6.	Alamat Berdaftar Perniagaan Francaisor <i>Franchisor's Registered Business Address</i>	ROOM 102, 1ST FLOOR, BUILDING 5, NO.2 JINGYUAN NORTH STREET, BEIJING ECONOMIC-TECHNOLOGICAL DEVELOPMENT AREA, BEIJING (YIZHUANG CLUSTER, HIGH-END INDUSTRY ZONE, BEIJING PILOT FREE TRADE ZONE)
7.	Taraf Syarikat (Bumiputera/Bukan Bumiputera) (Bagi Syarikat yang berdaftar di Malaysia sahaja) <i>Company Status</i> (Bumiputera/ Non-Bumiputera)	NOT APPLICABLE

	<i>*For Companies registered in Malaysia only</i>	
--	---	--

1.2 Maklumat Perniagaan Francais
Franchise Business Information

No	Perkara <i>Items</i>	Keterangan <i>Description</i>
1.	Jenama Francais <i>Franchise Brand</i>	鱼你在一起 (FISH WITH YOU)
2.	Tarikh Dokumen Penzahiran <i>Date of Disclosure Document</i>	30.05.2025
3.	Nyatakan sama ada francaisor adalah Francaisi Induk <i>State whether the Franchisor is a Master Franchisee</i>	Not Applicable
4.	Nama Dagangan dan Cap Dagangan Franchisor <i>Trade name and Trade mark of the Franchisor</i>	鱼你在一起
5.	Pengalaman Perniagaan Francaisor <i>Business experience of the Franchisor</i> <i>(Untuk Perniagaan Francais Bukan Malaysia) For Non-Malaysian Franchise Business</i>	<p>In 2017, the Franchisor established the “Yunizaiyiqi” brand in Beijing, China, focusing on the combination of “pickled fish with rice.” The domestic outlets center their menu around fast-food-style pickled fish dishes, with main offerings including: pickled fish series, clay pot series, stir-fried chicken series, as well as various snacks and beverages.</p> <p>“Yunizaiyiqi” has been ranked among the Top Ten Pickled Fish Brands in China for three consecutive years and has received the title of Top 100 Chinese Restaurant Enterprises for four consecutive years.</p> <p>The franchisor pioneered the fast-food pickled fish category, driving the rise of an entire cuisine segment with a single signature product. Currently, there are over 2,500 active outlets worldwide, with a strong base in Beijing and global reach.</p> <p>After 7 years of development, the brand’s outlets are now present in 360 cities around the world, including major cities like New York, San Francisco, Vancouver, Dubai, and</p>

No	Perkara Items	Keterangan Description
		Kuala Lumpur. In China alone, the brand has expanded to 691 cities, with stores in half of all Chinese cities.
6.	Tarikh Penawaran Perniagaan Francais oleh Francaisor untuk penjualan Perniagaan Francais <i>Date of the Franchise Business offer by the franchisor for the sale of franchise business</i>	Not applicable
7.	Sektor Perniagaan <i>Business Sector</i>	Food & Beverage Sector
8.	Sub Sektor Perniagaan (Jika Ada) <i>Business Sub-Sector (if any)</i>	Not applicable

1.3 Maklumat Pemegang Saham *Details of Shareholders*

Senaraikan maklumat Pemegang Saham beserta butiran berikut
List down the shareholders with the following details

Nama/Organisasi <i>Name/Organization</i>	Jumlah Pegangan Saham <i>Number of shareholdings</i>	Jenis Pegangan Saham <i>Type of Shareholdings</i>	Taraf Kewarganegaraan / Perbadanan/Negara Asal Syarikat <i>Status of Citizen / Incorporation/Origin of Country</i>
Beijing Yu Ni Zai Yi Qi Brand Management Co., Ltd.	Not applicable	Does not differentiate between ordinary and preference shares	People's Republic of China

1.4 Maklumat Lembaga Pengarah *Details of Board Of Directors*

Senaraikan maklumat Lembaga Pengarah syarikat beserta butiran berikut
List down the Board of Directors with the following details

Nama Name	Jawatan Position	Kad Pengenalan / Passport Identification Card / Passport	Taraf Kewarganegaraan / Perbadanan Status of Citizen / Incorporation
Ma Hai Tao	Director and General Manager of the Operations Center and Head of the Central China Region at “Yunizaiyiqi”	EC4102413	People's Republic of China

1.5 **Pengalaman/Pencapaian Dalam Perniagaan**
Experience/Achievement in businesses

Huraikan pengalaman/pencapaian perniagaan bagi individu-individu yang dinyatakan di dalam perenggan 1.4 sepanjang tempoh 10 tahun di dalam perniagaan
Please describe the business experience/achievement of each person mentioned in 1.3 for the past 10 years in the franchise industry.

No	Nama Name	Keterangan Description
1.	Ma Hai Tao	<p>Ma Haitao, General Manager of the Operations Center and Head of the Central China Region at “Yunizaiyiqi”, is a core member of the brand’s management team. He has made significant achievements in driving regional expansion, implementing strategic initiatives, and optimizing the supply chain. Under his leadership, the Central China region saw a leap in growth, expanding from zero to 500 stores within two years.</p> <p>He introduced the “Three-Line Store Expansion Strategy” — focusing on core A-level stores, potential areas, and cross-regional openings — and has set a goal to establish 1,000 stores in Central China between 2024 and 2025. This plan aims to cover 392 counties with a potential capacity of 1,176 stores.</p> <p>Through deep regional development, product innovation, supply chain enhancement, and empowering franchisees, he has significantly boosted the competitiveness of Yu Ni Zai Yi Qi in both the Central China market and nationwide. Under his leadership, the Central China region has become a key growth engine for the brand, providing critical momentum toward the global goal of 10,000 stores.</p>

1.6 **Maklumat Kakitangan Francaisor dalam Pengurusan dan Operasi**
Franchisor personnel information in Management and Operation

Jenis Personel Type of Personnel	Bilangan Numbers
Bumiputra <i>Bumiputra</i>	1

Jenis Personel <i>Type of Personnel</i>	Bilangan <i>Numbers</i>
<i>Bukan Bumiputera</i> <i>Non-Bumiputra</i>	100
<i>Asing / Expatriat</i> <i>Foreign / Expatriate</i>	35
<i>Jumlah</i> <i>Total</i>	136

**Untuk syarikat yang diperbadankan di Malaysia sahaja*

**Company that is incorporated in Malaysia only.*

1.7 Tindakan Perundangan dan Kebankrapan
Legal Action and Bankruptcy/Insolvency

No	Perkara <i>Item</i>	Keterangan <i>Description</i>
1.	Nyatakan sekiranya terdapat tindakan perundangan di mahkamah yang bersifat jenayah atau sivil yang pernah diambil atau yang belum selesai membabitkan pihak syarikat atau mana-mana ahli-ahli lembaga pengarahnya / pekongsiannya. <i>Please specify if there are any past or pending legal actions in court either criminal or civil in nature against the company or any of the members of its boards of directors</i>	No
2.	Nyatakan sekiranya terdapat tindakan undang-undang di mahkamah yang melibatkan pihak syarikat dan mana-mana ahli-ahli Lembaga Pengarah dalam tempoh 10 tahun. <i>Please specify if there are any past legal action in court against the company and members of the Board in the last 10 years</i>	No
3.	Nyatakan sekiranya Francaisor dan ahli-ahli Lembaga Pengarah Bebas daripada kebangkrapan <i>Please specify if the company and its Board Members are free from insolvency/bankruptcy</i>	Yes

**Sila muat naik Keputusan Carian Kebankrapan dari Jabatan Insolvensi Malaysia di ruangan Lain-lain Dokumen Sokongan*

Please upload Bankruptcy Search Result from Malaysia Department of Insolvency in Other Supporting Document section

1.8 Penyata Kewangan Syarikat Teraudit
Company Audited Financial Statements

Penyata kewangan teraudit untuk tiga (3) tahun kewangan terakhir.
Audited financial statements for the last three (3) financial years

Tahun Kewangan <i>Financial year</i>	Tahun Pertama <i>First Year</i> (RMB)	Tahun Kedua <i>Second Year</i> (RMB)	Tahun Ketiga <i>Third Year</i> (RMB)
	1.1.2022 – 31.12.2022	1.1.2023 - 31.12.2023	1.1.2024 - 31.12.2024
Modal Berbayar <i>Paid-up capital</i>	0	0	7,200,000.00
Pendapatan <i>Revenue</i>	24,948,818.46	46,982,064.07	16,659,751.31
Untung/(rugi) Sebelum Cukai <i>Profit/(Lost) Before Tax</i>	4,559,375.24	8,311,735.87	3,080,878.32
Untung/(rugi) Selepas Cukai <i>Profit/(Lost) After Tax</i>	3,419,531.43	6,233,801.90	3,080,878.32
EBITDA <i>EBITDA</i>	4,558,056.73	8,304,964.58	3,028,194.20
Untung / (Rugi) Terkumpul <i>Retained Earnings</i>	3,419,531.43	9,653,333.33	11,963,992.07
Aset Semasa <i>Current Asset</i>	29,544,049.84	48,026,014.87	54,535,281.90
Tanggungjawab Semasa <i>Current Liability</i>	26,124,518.41	38,876,189.89	36,893,575.35
Aset Bukan Semasa <i>Non-Current Asset</i>	0	503,508.35	1,522,285.52
Tanggungjawab Bukan Semasa <i>Non-Current Liability</i>	0	0	0
Jumlah Aset <i>Total Asset</i>	29,54,4049.84	48,529,523.22	56,057,567.42
Jumlah Liabiliti <i>Total liability</i>	26,124,518.41	38,876,189.89	36,893,575.35
Ekuiti <i>Equity</i>	3,419,531.43	9,653,333.33	19,163,992.07

Lain-Lain Maklumat <i>Others information</i>	Tahun Pertama <i>First Year</i>	Tahun Kedua <i>Second Year</i>	Tahun Ketiga <i>Third Year</i>
Susut Nilai Aset <i>Asset Depreciation</i>	0	769.49	7,341.84
Amortisasi <i>Amortization</i>	0	0	0
Faedah <i>Interest</i>	-1,318.51 (Income)	-6,771.29 (Income)	-4,367.67 (Income)
Cukai <i>Tax</i>	1,139,843.81	2,077,933.97	770,219.58

2.0 BUTIR-BUTIR FRANCAISI
PARTICULARS OF THE FRANCHISEE

2.1 Bilangan francais sedia ada berdasarkan kepada Negeri dan Wilayah
Number of existing franchisees, sorted by State and Region

Negeri/Wilayah State/Region	Francaisi Sedia Ada Existing Franchisee	Cawangan Korporat Corporate Outlet
WP Kuala Lumpur	-	-
WP Labuan	-	-
WP Putrajaya	-	-
Selangor	1	1
Pulau Pinang	-	-
Melaka	-	-
Negeri Sembilan	-	-
Johor	-	-
Negeri Sembilan	-	-
Pahang	-	-
Terengganu	-	-
Kelantan	-	-
Perlis	-	-
Kedah	-	-
Perak	-	-
Sabah	-	-
Sarawak	-	-

2.2 Bilangan francais sedia ada berdasarkan kepada Negara dan Wilayah (luar Malaysia)
Number of existing franchisees, sorted by Country and Region (outside Malaysia)

Negara (Negeri / Wilayah) Country (State/Territory/Region)	Francaisi Sedia Ada Existing Franchisee	Cawangan Korporat Corporate Outlet
People's Republic of China	2,495	4

United States	4	4
Canada	3	3
Dubai	1	1
Singapore	1	1

- 2.3 Nyatakan bilangan outlet bagi tiga (3) tahun terakhir (di dalam dan luar Malaysia)
Please provide total number of outlets for the past three (3) years, based on breakdown below (inside and outside of Malaysia).

Tahun Year	Outlet Sendiri Own Outlet		*Outlet Francais *Franchise Outlet		Jumlah Total
	Beroperasi Operating	Tutup Closed	Beroperasi Operating	Tutup Closed	
2022	1	-	1,554	-	1555
2023	2	-	2,251	-	2253
2024	4	-	2,560	-	2560

**Bagi syarikat francais yang telah berdaftar dengan Pendaftar Francais.*

**For franchise company that have been registered with The Registrar*

3.0 FI FRANCAIS DAN LAIN-LAIN FI PERMULAAN **FRANCHISE FEE AND OTHER INITIAL FEES**

- 3.1 Butiran bagi julat kos bagi memulakan operasi perniagaan francais
Details of the range of costs to start operating the franchised business

Jenis Fi Types of Fee	Keterangan Fi Fee Description	Jumlah Pembayaran The amount of the payment	Bila Bayaran Perlu Dibuat When the payment is due	Nyatakan Klausa Berkaitan State any clause related	Nyatakan Sekiranya Bayaran Fi boleh Dikembalikan Whether the payment is refundable
Fi Francais Franchise fee	-	RMB100,000 (Approximately RM59,000.00)	One-time payment upon signing the agreement	Clause 5.1	Not refundable
Royalti Royalty	Automatic deduction through an automated	3% of Gross Sales Revenue	On or before the 15 th working day of each calendar month	Clause 5.2	Not refundable

Jenis Fi Types of Fee	Keterangan Fi Fee Description	Jumlah Pembayaran The amount of the payment	Bila Bayaran Perlu Dibuat When the payment is due	Nyatakan Klausa Berkaitan State any clause related	Nyatakan Sekiranya Bayaran Fi boleh Dikembalikan Whether the payment is refundable
	revenue-sharing system				
Fi Latihan <i>Training fee</i>	No training fee collected	-	-	-	-
Fi Promosi <i>Promotion fee</i>	No promotion fee collected	-	-	-	-
Fi Pengurusan <i>Management fee</i>	No management fee collected	-	-	-	-
Store Deposit Fee	Deposit payment to Franchisor	RMB 50,000 (Approximately RM30,000.00)	One-time payment upon signing the agreement	Clause 5.5	Refundable subject to fulfilling conditions in Clause 5.5 (e)

*Sila nyatakan sekiranya sebarang bayaran layak dipulangkan atau dipulangkan secara bersyarat
**Please state if any payment is refundable or refundable with conditions*

3.2 Pelaburan Permulaan Francais *Initial Investment of Franchise*

Perkara (Items)	Outlet Package (In China)	Outlet Package (In Malaysia)
Fi One Off One-off fee		
Fi Francais <i>Franchise fee</i>	RMB40,000	RMB100,000.00 (approximately RM59,000.00)
Kos Pengubahsuaian <i>Renovation costs</i>	RMB216,000.00 for 120meter square (1292 sqft)	RM700,000.00 (open to quotation)
Perabot Lekapan dan Kelengkapan <i>Fixtures & fittings</i>	RMB223,000.00	RM200,000.00 (open to quotation)
Peralatan Pejabat <i>Office equipment</i>		

Perkara (Items)	Outlet Package (In China)		Outlet Package (In Malaysia)	
Peralatan dan Kelengkapan Outlet Perniagaan				
Sistem Pos <i>POS system</i>				
Stok Permulaan <i>Initial stock</i>	Not applicable		RM208,685.46	
Deposit Sewa dan Utiliti <i>Rental and utilities deposit</i>	Rent is not fixed and needs to be determined based on the city and the store size.		RM41,200.00	
Store Deposit	RMB 10,000.00		RMB50,000.00 (approximately RM30,000.00)	
Total	Estimated at RMB489,000.00	100.00%	Estimated at RM1,238,885.46 (subject to fluctuation of currency)	100.00%
Fi Berulang Recurring fee				
Fi Promosi <i>Promotion fee</i>	RMB 10,000 for first- to third-tier cities; RMB 5,000 for fourth-tier and lower cities;		Not applicable	
Royalti <i>Royalty</i>	RMB20,000.00		3% of monthly Gross Sales Revenue	
Fi Latihan <i>Training fee</i>	Not applicable		Not applicable	
Maklumat Tambahan Additional information				
Saiz Outlet <i>Size of Outlet</i>	60–120 square meters		Storefront Display Width (1) Street-facing stores must have a minimum width of 6 meters . (2) Mall stores must have a minimum width of 7.5 meters . The minimum usable floor area of the store must not be less than 80 square meters . For two-story stores , only the first floor may be used as the customer- facing business area, and the actual usable area of that floor must be at least 60 square meters .	

Perkara (Items)	Outlet Package (In China)	Outlet Package (In Malaysia)
		Stores with three or more floors will not be eligible for signing.
<i>Tempoh Kontrak Perjanjian Francais Contract period</i>	Franchise agreement valid for 1 year	5 years
Lain-Lain (Sila Nyatakan) Others (Please Specify)	(1) Site Selection: - Site Selection Assistance Fee: RMB 20,000 per store. - Store Location Evaluation Fee: RMB 2,000 per store. (2) Space Design Fee: RMB 5,000 per store	Not applicable

*Sila nyatakan sekiranya sebarang bayaran layak dipulangkan atau dipulangkan secara bersyarat

**Please state if any payment is refundable or refundable with conditions*

3.3 Unjuran Kewangan *Financial Forecast*

Unjuran Kewangan berdasarkan kepada pakej francais selama 5 tahun
Financial forecast based on franchise package for 5 years

Unjuran Kewangan bagi Pakej..... Financial forecast for Package...						
Perkara / Item	Nota Note	Tahun 1 Year 1	Tahun 2 Year 2	Tahun 3 Year 3	Tahun 4 Year 4	Tahun 5 Year 5
Jualan / Sales		2,000,000	2,200,000	2,420,000	2,662,000	2,928,200
Kos Jualan / Cost of sales		1,200,000	1,320,000	1,452,000	1,597,200	1,756,920
Kadar Pertumbuhan Jualan / Sales Growth Rate		10%	10%	10%	10%	10%
Untung kasar / Gross Profit		800,000	880,000	968,000	1,064,800	1,171,280
(-) Perbelanjaan Operasi / Operating Expenses						
Sewaan Premis / Rental of Premise		60,000	60,000	60,000	60,000	60,000
Kos Pekerja / Staff cost		200,000	200,000	200,000	200,000	200,000
Lain-Lain Kos Operasi dan Pentadbiran / Other Operating and Administration Cost		150,000	150,000	150,000	150,000	150,000
Royalti / Royalty (2%)		40,000	44,000	48,400	53,240	58,564
Perbelanjaan Pengiklanan dan Promosi / Advertising and promotion expenses		20,000	22,000	24,200	26,620	29,282

Unjuran Kewangan bagi Pakej.....						
Financial forecast for Package...						
Perkara / Item	Nota Note	Tahun 1 Year 1	Tahun 2 Year 2	Tahun 3 Year 3	Tahun 4 Year 4	Tahun 5 Year 5
Faedah atas Pinjaman / <i>Interest on loan</i>		0	0	0	0	0
Susut Nilai / <i>Depreciation</i>		30,000	30,000	30,000	30,000	30,000
Jumlah Perbelanjaan Operasi / <i>Total Operating Expenses</i>		500,000	506,000	512,600	519,860	527,846
Keuntungan Operasi / <i>Operating profit</i>		300,000	374,000	455,400	544,940	643,434
Cukai / <i>Taxation (17%)</i>		51,000	63,580	77,418	92,640	109,384
Untung Bersih / <i>Net profit</i>		249,000	310,420	377,982	452,300	534,050
Purata Untung Bersih / <i>Average net profit</i>		384,350				
Margin Untung Kasar / <i>Gross profit margin</i>		40.00%	40.00%	40.00%	40.00%	40.00%
Purata Margin Untung Kasar / <i>Average gross profit margin</i>		40 %				
Margin Untung Bersih / <i>Net profit margin</i>		12.45%	14.11%	15.62%	16.99%	18.23%
Purata Profit Untung Bersih / <i>Average net profit margin</i>		38.4%				
Modal Permulaan / <i>Initial investment</i>		RM 1,000,000.00				
Pulangan Atas Pelaburan / <i>Return of Investment (ROI)(%)</i>		24.9%	31.0%	37.8%	45.2%	53.4%
Purata ROI / <i>Average ROI (%)</i>		38.4%				
Tempoh Pulangan Pelaburan / <i>Payback period</i>		TEMPOH PULANGAN PELABURAN 2 TAHUN 6 BULAN				

*Sila muat naik 1 akaun pengurusan bagi outlet prototaip untuk tempoh sekurang-kurangnya enam (6) bulan beroperasi di ruangan lain-lain dokumen. Unjuran mestilah munasabah dan konsisten dengan pencapaian outlet prototaip syarikat.

**Please upload 1 management account for outlet prototype for at least 6 months operating at the attachment. Projection must be reasonable and consistent with company's outlet prototype achievement.*

3.4 Butiran terhadap justifikasi bagi kos perniagaan *Input for justification and detailed calculation*

No	Perkara Items	Keterangan Description
1.	Jualan / Sales	Sales estimates are based on projected customer traffic and average spend per head. With an appealing menu and a value-driven pricing strategy, Fish With You is expected to attract an average of 100 customers per day, with each customer spending approximately RM20. This results in an estimated monthly revenue of RM60,000, or

No	Perkara Items	Keterangan Description
		RM720,000 annually in the first year. A 10% annual sales growth is projected, driven by strategic marketing, word-of-mouth, and increasing brand loyalty.
2.	Kos Jualan / Cost of sales	Cost of sales includes all raw materials such as fish, vegetables, spices, cooking oil, and packaging. Based on food and beverage (F&B) industry benchmarks, the cost of sales is estimated at 60% of total revenue. This allows for a healthy gross margin while maintaining high product quality and consistency in portioning and presentation.
3.	Sewaan Premis / <i>Rental of premise</i>	Premises rental is a fixed cost, dependent on outlet location. For this simulation, the outlet is assumed to be located in a high-footfall commercial area or shopping mall, with a rental cost of RM5,000 per month or RM60,000 annually. This strategic location ensures steady walk-in traffic and enhances accessibility to target customers.
4.	Kos Pekerja / <i>Staff cost</i>	Staff cost includes salaries for kitchen crew, servers, cleaners, and a restaurant supervisor. A lean and efficient team structure is projected to require monthly staffing expenses of around RM16,000 or RM200,000 annually. This includes statutory contributions such as EPF and SOCSO, as well as provision for overtime. Investment in staff retention and training is prioritized to ensure consistent service quality.
5.	Lain-Lain Kos Operasi dan/ Pentadbiran <i>Other operating and administration cost</i>	This category covers utilities (electricity, water, gas), cleaning, business licenses, consumables, POS system fees, and equipment maintenance. Based on the nature of the restaurant's operations, the annual cost is estimated at RM150,000, or approximately RM12,500 per month. These are essential expenses for maintaining smooth day-to-day operations.
6.	Royalti / <i>Royalty</i>	Fish With You operates under a franchise model, hence royalty payments to the brand owner are mandatory. The royalty rate is set at 2% of total gross sales. This fee accounts for usage of brand identity, operational support, and marketing material provided by the franchisor.
7.	Perbelanjaan Pengiklanan dan Promosi / <i>Advertising and promotion expenses</i>	As a new brand in the market, consistent marketing is critical to build brand awareness and attract new customers. Advertising and promotional spending is conservatively budgeted at 1% of annual sales. This covers digital campaigns, seasonal promotions, influencer collaborations, and social media ads to strengthen brand presence and customer engagement.
8.	Faedah atas Pinjaman / <i>Interest on loan</i>	N/A
9.	Susut Nilai Aset Tetap Bagi Setiap Tahun / <i>Depreciation on fixed asset each year</i>	Capital investment in equipment such as commercial kitchen appliances, refrigeration units, furniture, and POS systems is estimated at RM150,000. A straight-line depreciation method over five years is applied, resulting in an annual depreciation

No	Perkara Items	Keterangan Description
		charge of RM30,000. This reflects a conservative accounting approach to asset value reduction over time.

4.0 OBLIGASI *OBLIGATION*

4.1 Butiran terhadap obligasi oleh francaisi *Input for obligation of franchisee*

No	Perkara Items	Keterangan Description	Rujukan Klausula Clause Reference
1.	Adakah francaisi dikehendaki untuk mendapatkan produk dan perkhidmatan daripada franchisor <i>Whether franchisee is required to purchase goods and services or equipment from franchisor</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> Yes	Clause 7.11
2.	Adakah francaisi dikehendaki untuk mendapatkan produk dan perkhidmatan daripada sumber yang ditetapkan oleh franchisor, dan jika ya untuk nyatakan sumber tersebut <i>Whether franchisee is required to purchase goods and services or equipment from a source designated by the franchisor and if yes to state identity of source</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> Yes	Clause 7.11
3.	Adakah francaisi dikehendaki menyewa peralatan tertentu daripada franchisor <i>Whether franchisee is required to lease certain equipment from franchisor</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> No	N/A
4.	Adakah francaisi dikehendaki menyewa peralatan tertentu daripada franchisor, jika ya untuk menyatakan sumber tersebut <i>Whether franchisee is required to lease certain equipment from a source designated by franchisor and if yes, to state identity of source</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> No	Not a compulsory obligation and is left at the discretion of both franchisor and franchisee.

No	Perkara Items	Keterangan Description	Rujukan Klausula Clause Reference
5.	Adakah spesifikasi boleh diubahsuai, jika ya nyatakan prosedur berkaitan <i>If specifications can be modified, If yes, state procedures for modification</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> No	Please refer to Item 4 above
6.	Adakah francaisi dikehendaki untuk menjalankan operasi perniagaan sepenuh masa <i>Whether franchisee has to operate his franchise business full time</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> Yes	Clause 7.1
7.	Adakah francaisi dikehendaki memberi jaminan bertulis bagi merahsiakan maklumat perniagaan francais <i>Whether franchisee need to provide a written guarantee to keep the franchise information in confidential</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> Yes	Clause 9
8.	Adakah francaisi dilarang untuk menjalankan perniagaan yang sama <i>Whether franchisee prohibited from carrying on a similar business</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> Yes	Clause 9
9.	Adakah francaisi dilarang untuk menjual produk dan perkhidmatan selain daripada produk francais <i>Whether franchisee is prohibited to selling goods and services other than franchised product</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> Yes	Clause 7.11

4.2 Butiran terhadap obligasi francaisor
Input for obligation of franchisor

No	Perkara Items	Keterangan Description	Rujukan Klausula Clause Reference
1.	Sebarang kemudahan yang disediakan kepada francaisi sebelum atau semasa operasi perniagaan <i>Any facilities that will be provided to the franchisee</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i>	Depends on franchisee's request and at franchisor's discretion
2.	Adakah francaisor akan membantu francaisi dalam memilih tapak perniagaan <i>Will franchisor assist to franchisee in the selection of the business site</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> Yes	Clause 4.3, 6.1

No	Perkara <i>Items</i>	Keterangan <i>Description</i>	Rujukan Klausula <i>Clause Reference</i>
3.	Adakah tempoh bertenang tidak kurang daripada 7 hari bekerja ditawarkan <i>Will the cooling period is 7 working days or more provided</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> Yes	Clause 5.1.3
4.	Adakah dinyatakan tempoh masa operasi perniagaan francais selepas perjanjian ditandatangani <i>Is there a time period for the franchise business to operate after the agreement is signed</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> Yes, which is within 180 days after the signing of the Agreement or at any date of first opening as mutually agreed between the Parties	Clause 3.1, Item 3 of Schedule 1
5.	Adakah franchisor mengenakan fi promosi dan menyediakan dana promosi secara berasingan <i>Does the franchisor charge a promotional fee and create a separate promotional fund</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No</i> No, the Franchisor does not charge a promotional fee.	Not applicable
6.	Adakah franchisor menyediakan latihan percuma kepada francais dan mengenakan bayaran bagi latihan susulan. <i>Does the franchisor provide free training to the franchisee</i>	Nyatakan Ya atau Tidak <i>Specify Yes or No.</i> Yes, subject to terms and conditions in the Franchise Agreement	Clause 5.3, 6.3

5.0 HAK KEWILAYAHAN *TERRITORIAL RIGHTS*

5.1 Jenis Wilayah dan Keterangan *Type of territorial and descriptions*

Jenis Wilayah <i>Territorial type</i>	Hak Wilayah <i>Territorial Rights</i>	Adakah franchisor akan beroperasi di wilayah? <i>Does the Franchisor operate in the territory?</i>	Francaisor akan mengubah / pinda wilayah/ <i>Franchisor may change/alter the territory?</i>	Keadaan di mana sempadan wilayah akan diubah? <i>Circumstances when boundary of territory may be altered?</i>
Non-exclusive	Territorial rights shall be the defined geographic area granted to the	Yes, the Franchisor shall have the right to operate/ grant	Yes, Franchisor has the right to review, adjust, amend, redefine, expand or	(i) Franchisee fail to achieve/ maintain minimum sales thresholds or other

Jenis Wilayah Territorial type	Hak Wilayah Territorial Rights	Adakah francaisor akan beroperasi di wilayah? Does the Franchisor operate in the territory?	Francaisor akan mengubah / pinda wilayah/ Franchisor may change/alter the territory?	Keadaan di mana sempadan wilayah akan diubah? Circumstances when boundary of territory may be altered?
	Franchisee upon execution of this Agreement	subsequent franchise rights within the Territory	alter the Approved Location or the Territory at its sole discretion.	requirements as per the Franchisor's standards (ii) Franchisee breach any terms in the Agreement (iii) Governmental ruling

5.2 Butiran terhadap Justifikasi Hak Kewilayahan
Input for Justification of Territory Rights

No. No.	Justifikasi Hak Kewilayahan Justification of Territory Rights	Rujukan Klausula (Jika Ada) Clause Reference (If Any)
1.	<p>The Franchisor shall have the exclusive right to review, adjust, amend, redefine, expand or alter the Approved Location or the Territory, at its sole discretion and without liability to the Franchisee, in any of the following circumstances: -</p> <p>(a) the Franchisee fails to achieve or maintain the performance benchmarks, minimum sales thresholds, quality standards, or other requirements as set out in the Franchisor's Standards and communicated to the Franchisee in writing;</p> <p>(b) the Franchisee breaches any material provisions of this Agreement; or</p> <p>(c) there are changes in law, regulatory requirements, governmental directions, licensing limitations, or any circumstances beyond the control of the Franchisor that materially affect the Franchisee's ability to operate lawfully within the Approved Location and/or Territory.</p>	Schedule 3

**6.0 CAP DAGANGAN DAN HARTA INTELEK
TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS**

6.1 Nyatakan Maklumat Pendaftaran Cap Dagangan
Please specify the Information of the Trademark Registration

No	Cap Dagangan / Harta Intelek <i>Trademark / Intellectual Property Rights</i>	Maklumat Pendaftaran (Malaysia) <i>Registration Information (Malaysia)</i>	Maklumat Pendaftaran (Negara Asal) <i>Registration Information (Country of Origin)</i>	Pemilik Cap Dagangan <i>Trademark Owner</i>
1.	鱼你在一起	Nombor Pendaftaran: Tarikh Pendaftaran: Tarikh Luput: Registration Number: 2018005973 (Class 35) Registration Date: 16/05/2018 Expiry Date:16/05/2028 Registration Number: 2018005974 (Class 43) Registration Date: 16/05/2018 Expiry Date:16/05/2028	Nombor Pendaftaran: Tarikh Pendaftaran: Tarikh Luput: Registration Number: 65735555 (Class 29) Registration Date: 21/04/2023 Expiry Date: 20/04/2033 Registration Number: 65118507 (Class 30) Registration Date: 7/02/2023 Expiry Date:6/02/2033	Beijing Yunizaiyiqi Brand Management Co. Ltd

**Sila muat naik Sijil Pendaftaran Cap Dagangan di ruangan Lain-lain Dokumen Sokongan
Please upload Certificate of Registration for Trademarks in Other Supporting Document section*

- 6.2 Sila jelaskan hak francais dan obligasi francais terhadap cap dagangan atau apa-apa harta intelek
Please explain the Franchisee's right and the Franchisor's obligations on the trademark or any intellectual property

Perkara <i>Items</i>	Rujukan Klausa <i>Clause Refences</i>
The Franchisee acknowledges that it has no ownership or rights in the Proprietary Marks beyond the non-exclusive use granted under this Agreement. The Franchisor and/ or the Owner retains full rights to: - (a) use the Proprietary Marks itself for selling products and services (b) grant additional licences for the Proprietary Marks to other franchisees or third parties; (c) develop other systems using the same or similar marks and grant licences without any obligation to the Franchisee; (d) replace or withdraw the Proprietary Marks at its discretion, with substituted marks being governed by this Agreement, and without compensation to the Franchisee.	Clause 8.1
Any goodwill (business reputation and value) created from the Franchisee's use of the Proprietary Marks belongs only to the Franchisor and/ or the Owner. When the agreement ends, all such goodwill automatically transfers to the Franchisor and/ or the Owner, and the Franchisee receives no payment for it.	Clause 8.2

Perkara Items	Rujukan Klausa Clause References
<p>The Franchisee undertakes to: -</p> <ul style="list-style-type: none"> (a) use the Proprietary Marks only for the permitted business within the approved territory (b) follow all usage rules and instructions from the Franchisor (c) only use the specific name provided (e.g., “鱼你在一起”) for the business, unless authorised otherwise. (d) not create any debts or commitments using the Proprietary Marks that bind the Franchisor and/ or the Owner. (e) avoid using any names or logos that are the same as, or similar to, the Proprietary Marks (f) not dispute or assist others in disputing the Franchisor’s and/ or the Owner’s ownership or rights to the Proprietary Marks (g) not use other names or trademarks related to the system unless approved in writing (h) not register domain names that include or resemble the Proprietary Marks (i) avoid any actions that harm the reputation or goodwill of the Proprietary Marks (j) follow any rules for labeling the marks as registered or licensed, using Franchisor-approved wording (k) never use the Proprietary Marks outside the scope of the agreement or allow others to use them 	<p>Clause 8.3</p>
<p>The Franchisor has the right to inspect and monitor the Franchisee's use of the Proprietary Marks. If the Franchisor finds improper use or misuse that violates the agreement or harms the brand, it can give written notice. If the Franchisee does not stop the improper use within 30 days, the Franchisor can terminate the agreement without owing any compensation</p>	<p>Clause 8.4</p>
<p>The Franchisee acknowledges and agrees: -</p> <ul style="list-style-type: none"> (a) if the marks are used without permission or are infringed by others, the Franchisee must inform the Franchisor, who will decide on legal action. The Franchisee must help and cooperate in the process (b) the Franchisee must notify the Franchisor of anything that could harm the Proprietary Marks’ reputation and provide all necessary documents and support for evaluation (c) the Franchisee cannot take legal action for trademark infringement on its own or settle any such claims (d) the Franchisee must assist the Franchisor and/ or the Owner in defending any third-party legal threats or actions and must not act in a way that could harm the Franchisor’s and/ or the Owner interests 	<p>Clause 8.6</p>
<p>The Franchisor and/ or the Owner does not guarantee or promise that it has valid rights over the Proprietary Marks, whether explicitly stated or implied.</p>	<p>Clause 8.7</p>

7.0 PEMBAHARUAN, PENAMATAN DAN PENGUBAHSUAIAN PERJANJIAN RENEWAL, TERMINATION AND MODIFICATION OF AGREEMENT

7.1 Butiran maklumat bagi Pembaharuan, Penamatan dan Pengubahsuaian Perjanjian Input for renewal, termination and modification of agreement

No No	Perkara Items	Keterangan Description	Rujukan Klausu Clause References
1	Sila jelaskan tempoh francais <i>Please specify franchise terms</i>	<p>The Initial Term of this Agreement shall commence on the Commencement Date which shall be the date of signing of the Agreement, unless otherwise specified and shall remain in full force and effect for fixed duration of five (5) years, calculated from the Commencement Date.</p> <p>For the avoidance of doubt, the date of opening of the Restaurant shall not be more than one hundred and eighty (180) days after the signing of this Agreement..</p>	<p>Clause 3.2</p> <p>Item 3 and 5 of Schedule 1</p>
2	Syarat-Syarat untuk memperbaharui perjanjian <i>Terms for renewal of agreement</i>	<ul style="list-style-type: none"> (a) the Franchisee fulfilled and complied with all its obligations under this Agreement during the Initial Term (or any preceding term, as applicable) (b) the Franchisee complied with all monetary obligations during the Term (c) the Franchisee shall execute a general release of any claims against the Franchisor and its officers, directors, agents and employees (d) the Franchisee shall, at its own cost and expense, have satisfactorily completed any required maintenance, renovation, repairs, or refurbishment of the Restaurant in accordance with the Franchisor's Standards (e) the Franchisee shall execute and deliver to the Franchisor, within 14 days (or any longer period required by law) after delivery to the Franchisee, the then-current form of Franchise Agreement being offered at the time of renewal (f) the Franchisee and any person(s) employed by or is concerned with the Franchisee as specified by the Franchisor shall have completed such re-training at such time and at such place as the Franchisor may request 	<p>Clause 3.3</p>

No No	Perkara Items	Keterangan Description	Rujukan Klausula Clause References
		(g) the payment of the Franchise Renewal Fee has been made by the Franchisee to the Franchisor	
3	Penamatan perjanjian oleh Francaisor <i>Termination of agreement by franchisor</i>	There are two types of termination remedy available to the Franchisor, namely: - (i) termination with immediate effect and without providing the Franchisee an opportunity to remedy the event of breach stipulated in Clause 10.1 (a) – (p) or (ii) termination by providing a written notice to the Franchisee when the Franchisee fails to remedy the breach stipulated in Clause 10.2(a) – (g) within a cure period provided by the Franchisor then	Clause 10.1 and Clause 10.2
4	Penamatan Perjanjian oleh Francaisi <i>Termination agreement by franchisee</i>	The Franchisee may terminate the Agreement in the event of any breach of undertaking and covenants by the Franchisor in Clause 6.	Clause 10.4
5	Obligasi francaisor/francaisi selepas penamatan perjanjian <i>Obligations of franchisor / franchisee upon termination</i>	11.1 Upon termination or expiry of the Agreement: - (a) the Franchisee must immediately stop operating the business, remove all branding (signage, murals, marks), and certify to the Franchisor that this has been done. (b) the Franchisee must no longer present itself, directly or indirectly, as a current or former franchisee of the Franchisor and/ or the Owner. (c) within 7 days of termination or expiry, the Franchisee must publish a newspaper notice (in English and the national language) confirming the end of the franchise, at its own cost (d) all agreements entered into by the Franchisee under the franchise must be novated (transferred) to the Franchisor or a third party nominated by the Franchisor	Clause 11

No No	Perkara Items	Keterangan Description	Rujukan Klausula Clause References
		<p>(e) the Franchisee must cooperate with the novation process and grant the Franchisor power of attorney to carry out the necessary actions</p> <p>(f) the Franchisee must cease all use of the System, including methods, equipment, marks, and other distinguishing features</p> <p>(g) all originals and copies of the Operations Manual and all materials bearing the Proprietary Marks must be returned</p> <p>11.3 The Franchisor has the option to purchase any furnishings, equipment, signs, and inventory from the Franchisee within 30 days of termination, at fair market value.</p> <p>11.5 The Franchisee must immediately deliver to the Franchisor (or nominee) all documents, manuals, records, promotional materials, agreements, and any items related to the Restaurant and Business (which are the Franchisor's property)</p> <p>11.6 The Franchisee must pay all amounts owed to the Franchisor within 30 days of termination (unless otherwise agreed) and if the Franchisee defaulted, it must pay all resulting damages, costs, legal fees, and expenses and until payment is made in full, the Franchisor has the right to a lien over all of the Franchisee's property used in the business.</p> <p>11.2 Please refer to Clause 11.2 in the event the Restaurant premises is leased by the Franchisee</p> <p>11.4 Please refer to Clause 11.4 in the event the Restaurant premises (building) is owned by the Franchisee</p>	

**8.0 PERAKUAN
DECLARATION**

Saya/Kami dengan ini mengaku segala maklumat dalam Dokumen Penzahiran ini dan mana-mana maklumat tambahan dan lampiran adalah benar dan tepat. Saya/kami faham bahawa membuat apa-apa pernyataan palsu dalam Dokumen Penzahiran ini boleh menjadi suatu kesalahan di bawah Akta.

I/We hereby declare that all information in this document and any additional information and Annexure(s) are true and accurate. I/We understand that the making of any false statements in this document shall be an offence under the Act.

MA HAI TAO

15 JULY 2025

.....

.....

Tandatangan Pemohon/

Tarikh

Pemohon-Pemohon

Dates

Signature of applicant/applicants

Nama Pemohon>Nama-Nama Pemohon Name of Applicant /Applicants	No. KP / No. Passport NRIC No./Passport No.	Jawatan Dalam Syarikat / Perniagaan Position in Company / Business
MA HAI TAO	EC4102413	DIRECTOR



.....

Meterai Syarikat (jika berkenaan)
Company Seal (if applicable)

DATED THIS DAY OF 2025

BETWEEN

YUNIZAIYIQI (BEIJING) FOOD & BEVERAGE BRAND MANAGEMENT CO., LTD
(UNIFIED SOCIAL CREDIT CODE.: 91110400MA7GJ8M699)

(“FRANCHISOR”)

AND

(Company Name)

(COMPANY REGISTRATION NO.:)

(“FRANCHISEE”)

FRANCHISE AGREEMENT in Malaysia

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into on _____ **the day of**

BETWEEN

- (1) **YUNIZAIYIQI (BEIJING) FOOD & BEVERAGE BRAND MANAGEMENT CO., LTD. (Unified Social Credit Code: 91110400MA7GJ8M699)** is a company existing and incorporated under the laws of People's Republic of China and having its registered address at Room 102, 1st Floor, Building 5, No.2 Jingyuan North Street, Beijing Economic-Technological Development Area, Beijing, China (the "**Franchisor**");

AND

- (2) **(Franchisee Company Name) (Company Registration No.)** is a company incorporated under the laws of Malaysia having its business address **(address)** (the "**Franchisee**"), (each a "**Party**" and collectively the "**Parties**").

WHEREAS:

- (A) The Franchisor has developed and implemented the System and as a result of the expenditure of time, expertise and resources, has established a good reputation for the Business.
- (B) The Franchisor has been granted an exclusive license and right by the legal and registered proprietor of the Proprietary Marks ("the **Owner**") to open and operate the Business under and by reference to the trade name and/or trademark as set out in the Schedule 2 of this Agreement within the Territory, and further, to license other parties as the Franchisor deem fit to use the Proprietary Marks for the operation of the Business.
- (C) In conjunction with the development of the System, the Franchisor owns the Proprietary Marks and Intellectual Property (as hereinafter defined) within the Territory. The Franchisor retains the right to amend, enhance, or supplement the list of Proprietary Marks from time to time as it deems necessary to protect or improve the System.
- (D) The Franchisee desires to obtain the benefit of the Franchisor's proprietary System, brand goodwill and ongoing support, and has submitted a request to operate the Business and Restaurant at the approved Location within the Territory.
- (E) In reliance on the Franchisee's representations, warranties, and undertakings to comply strictly with the terms and obligations of this Agreement, the Franchisor hereby agrees to grant the Franchisee a non-exclusive and non-transferable license to operate a Restaurant at the approved Location within the Territory under the System and using the

Proprietary Marks. The Franchisee, in turn, accepts this grant and undertakes to operate the Restaurant in accordance with the provisions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants, obligations and promises contained herein, and for the other good and valuable consideration set out herein the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Except as otherwise specified herein, the following terms shall have the following definitions:

“Affiliates” means with respect to any entity, any other entity controlling, controlled by or under common control with the Franchisor. For the purpose of this definition, “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

“Business” means the **business of operating food and beverage Restaurant mainly serving fish with Chinese sauerkraut.**

“Competitive Business” means any restaurant, or other business engaged in the sale of products or services, now in the future, that are similar in material respects to those offered by the Business, the Concept, the Restaurants and the System (with reference to market segment, menu offering, target customer, consumer perception, etc.), as they evolve or change over time. Restrictions contained in this Agreement on competitive activities do not apply to the ownership, operation, or franchising of Restaurants by or pursuant to agreements with, or authorizations from the Franchisor or it’s affiliates.

“Concept” means the **“Fish With You 鱼你在一期 Concept”**.

“Confidential Information” means in relation to each Party, all business, commercial, economic, financial, operational, technical, administrative, marketing, planning and staff, information and data relating to it or its interests whether in written, oral, pictorial or any other form and all information, materials, data, know-how, formulae, processes, designs, photographs, drawings, specifications, samples, and the existence and terms of this Agreement, and in relation to the Franchisor, the System, the POS System and all data relating or derived therefrom, including the Operations Manual, written directions from the Franchisor pertaining to the Business, and/or provision of the Services, all drawings, recipes, menu, Know-how, techniques, materials and all information and data imparted or made available by the Franchisor which is (i) designated as confidential; (ii) known by the

Franchisee to be considered confidential by the Franchisor; or (iii) by its nature inherently or reasonably considered confidential, and whether in written, oral or electronic form.

“Controlled Items” means the raw materials, sauces, pre-mixes, proprietary ingredients, items integral to the cooking process to create the final dish product, processed items, condiments, merchandise, consumables, equipment, supplies and other items required for the operation of the Restaurant as set out in Schedule 3.

“Effective Date” means the date of the execution of this Agreement.

“Expiry Date” means **5 years** from the commencement date of this Agreement.

“Franchisee’s Principals” means collectively, any and all individuals or entities who, directly or indirectly, (a) hold any ownership interest (whether legal or beneficial, and whether held individually, jointly, or through any entity or nominee structure) in the Franchisee, (b) serve or act as a director, shareholder, partner, officer, key executive, or controlling person of the Franchisee, or (c) have the power to direct or materially influence the management, operations, or policies of the Franchisee, whether through ownership, contractual rights, position, or otherwise, including but not limited to the Franchisee’s shareholders, directors, managers, and their respective spouses and immediate family members.

“Franchisor’s Expenses” means all expenses such as, but not limited to, airfare (international and domestic), transport, hotel, accommodation, daily-rates, allowances, insurance, visas, training, work permit and any related costs and expenses, meals, incurred during all trips by the Franchisor’s personnel and representatives, including all payments required to any authorities or parties, administrative costs, in relation to such trips and all other costs and expenses incurred by the Franchisor.

“Gross Sales” means the aggregate sales, payment by customers by any means including cash, credit cards, debit card, cheques, bank transfers and/or vouchers, from all food, beverages, products, services, merchandise, banquet, catering and all sales, income from, of and in respect of the Restaurant and which shall include and not be limited to the following:

-

- (a) all cash and credit transactions at the Restaurant whether or not invoiced by the Franchisee, including payments by credit, debit or service card, bank transfers, electronic payments or vouchers, and the amount for purposes of calculating Gross Sales shall be the price charged to the customer and no deduction in respect of bank charges or fees shall be permitted for the purpose of such calculation;
- (b) the price of all goods sold and delivered and any services performed by the Franchisee and the value in monetary terms of any benefits received or other receipts from any business dealings made by the Franchisee.

and where “**Gross Sales**” expressly excludes: -

- (c) any national, municipal, provincial, or sales tax, impost, levy or duty of whatever nature or the like; and
- (d) any customer refunds arising from returned/rejected dishes, items or services or the like, provided however, that such refunds shall not exceed the original price charged by the Franchisee, and shall only be deducted from Gross Sales in the week in which they are paid or allowed to the customer.

“**Initial Franchise Fee**” means the non-refundable fee payable under Clause 5 and specified in Schedule 1.

“**Intellectual Property Rights**” means any and all rights in the nature of (i) copyrights and other rights associated with work of authorship, (ii) trade secrets, Know-Hows and other Confidential Information, (iii) patents, patents disclosure and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together will all of the goodwill associated therewith, (v) all other intellectual property rights for use in connection with the System, whether or not registered or capable of registration and whether subsisting in the Territory or other part of the world, including the rights to enforce them.

“**Key Personnel**” means the Franchisee’s managing partner/director, operating partner/director/officer, general manager, restaurant manager, department head chefs, marketing representative, finance representative, and any other personnel holding key managerial or executive positions and roles or as determined by the Franchisor in its sole discretion.

“**Know-How**” means all the Franchisor, substantial and identified know-how, expertise, technical and other information developed or acquired by the Franchisor and/or its franchisees relating to the System and the conduct of the Business, whether patented or unpatented, including without limitation all related ideas, concepts, inventions, discoveries, data, formulae and specifications.

“**Location**” means the address of the premises or site approved in writing by the Franchisor at which the Franchisee is authorized to establish, operate, and manage a Restaurant for the Business pursuant to the Concept and the terms stipulated in accordance with Schedule 3 of this Agreement.

“**Operations Manual**” means the written specification of the methods, processes, techniques, standards, systems and schemes devised and compiled by the Franchisor to be observed and implemented by the Franchisee in operating the Business and the

Restaurant, including without limitation such specification in audio, visual, graphic, multimedia and/or electronic form, and computer software applications [whether online or otherwise] facilitating, implementing or embodying such methods, processes, techniques, systems and schemes or any part or combination thereof, and any amendment or variation thereof at any time hereafter notified in writing by the Franchisor to the Franchisee.

“Owner” means 北京鱼你在一起品牌管理有限公司 **Beijing Yunizaiyiqi Brand Management Co., Ltd., (Unified Social Credit Code: 91110302MA00BDMF57)** a company incorporated and existing under the laws of the People’s Republic of China with its registered address at Room 202, Floor 2, Building 5, No.2 Jingyuan North Street, Beijing Economic and Technological Development Zone Beijing, China. The Owner is the lawful proprietor and exclusive owner of the Proprietary Marks.

“POS System” means the computerized point of sale, cash and data capture and retrieval system developed by third party vendor to be used by the Franchisee for the Business and all costs and expenses related to setting up and maintaining the POS System shall be borne by the Franchisee.

“Products” means the proprietary and non-proprietary food and beverage to be prepared, stocked, and sold by the Franchisee in the operation of the Business and the Restaurant, as more particularly described in the Manual or otherwise determined by the Franchisor from time to time;

“Proprietary Marks” means all trademarks, trade names, trade dress, symbols, logos, designs, insignias, emblems, devices, domain names, and any other source identifying feature, or combinations thereof, whether registered, unregistered, or capable of registration, which are used in connection with the Concept and the System. This includes all proprietary rights of any kind licensed by the Franchisor and adopted or designated by the Franchisor, now or at any time hereafter, for use in connection with the Concept and System, as specified in Schedule 2 of this Agreement.

“Restaurant/ Restaurants” shall mean the food and beverage outlet(s) operated at the approved Location by the Franchisee, utilizing the System and operated in full compliance with the Concept and Standards and specifications prescribed by the Franchisor from time to time.

“Renewal Fee” means the fee payable by the Franchisee for the renewal of the Initial Term as specified in Schedule 1.

“Services” means the preparation of serving food and drinks in the Restaurant.

“Software” means any computer software and online applications as may from time to time be developed and implemented by the Franchisor as part of the System.

“Standards” means standards, specifications, benchmarks, policies, procedures, and performance criteria established for various aspects of the System that includes but is not limited to selection, layout, physical characteristics, and quality of the approved Location and the operating system location, qualifications, training, organization, and conduct of the Franchisee and its personnel, customer service protocols and brand representation, execution of brand marketing campaigns and promotions, performance standards such as minimum operational benchmarks, key performance indicators (KPIs), achievement rates, and sales targets, compliance with periodic evaluations, food safety and hygiene audits, and any regulatory or internal compliance inspections and all other matters that impact the uniformity, reputation, goodwill, or customer experience associated with the System.

“System” means the distinctive business format and method developed and owned by the Franchisor which may be modified or further developed from time to time, in the Franchisor’s sole discretion, for the establishment and operation of the Restaurant under the Proprietary Marks, including but not limited to, the distinctive image consisting of exterior and interior design, décor, colour scheme, wall mural, and furnishings, special recipe, menu items and full service drinks and bar, standard operating procedures, products, services, the Know-how, inventory, management, accounting and financial controls, training, advertising and promotional programmes and shall include the trade marks, patents, trade names, Trade Dress, logos, registered designs, designs, domain names, symbols, emblems, insignia, slogans, copyright, trading style, information, drawings, and other identifying materials whether or not registered or capable of registration, licensed by or designated by the Franchisor for use in connection with the Concept.

“Tax” means any tax, levy, charge, impost, duty, fee, deduction or withholding and any related charges which are assessed, levied, imposed or collected by any government authority, and, for the avoidance of doubt, includes VAT, foreign contractor tax, excise, import duties and all forms of withholding taxes.

“Territory” shall mean the defined geographic area granted to the Franchisee upon execution of this Agreement, as set out more particularly in Schedule 3 hereto.

“Trade Dress” means the **“Fish With You 鱼你在一期”** distinctive restaurant design, image, “look and feel” developed and owned by the Franchisor, as it currently exists and as it may be revised and further developed by the Franchisor from time to time.

“Training Costs” means all expenses including but not limited to, airfare (international and domestic), transport, hotel, accommodation, daily-rates, allowances, insurance, visas, training and work permits, and any related costs and expenses, meals, incurred by the Franchisor’s personnel and representatives during any training, supervisory visits.

“**VAT**” means any applicable value added tax or any other form of tax relating to the sale and supply of Products and Services levied or imposed in the Territory, including service tax.

- 1.2 The headings in this Agreement are for convenience only and do not affect its interpretation.
- 1.3 In this Agreement, the words 'include', 'includes', 'including' and 'such as' are to be construed as if they were immediately followed by the words 'without limitation'.
- 1.4 In this Agreement, unless the context clearly indicates another intention: -
 - (a) Clause headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement;
 - (b) Words importing the plural shall, except where the context otherwise requires, include the singular and vice versa;
 - (c) Currency means the lawful currency of the People’s Republic of China (RMB);
 - (d) References to the masculine gender shall include the feminine or neuter genders and vice versa;
 - (e) References to persons shall be construed as references to an individual, firm, company, body corporate, statutory board, government body, incorporated body of persons, association or trust as the context may require; and
 - (f) A person who is not the Party to this Agreement shall have no right to enforce any provision of this Agreement.
- 1.5 The schedules and recitals form part of this Agreement and any reference to 'this Agreement' includes the schedules and recitals.

2. APPOINTMENT AND GRANT OF RIGHTS

- 2.1 In consideration of the all fees paid in full by the Franchisee to the Franchisor, the Franchisor hereby grants the Franchisee the following rights for the purpose of operating the Business and Restaurant: -
 - (a) the right to establish and operate the Business and Restaurant in accordance with the Franchisor’s Standards;

- (b) the right to access, utilize and display the Proprietary Marks provided to the Franchisee; and
 - (c) the right to access, operate and utilize the Software (if applicable) and Operations Manual provided by the Franchisor.
- 2.2 Notwithstanding any implication to the contrary, the Franchisee acknowledges and agrees that the rights granted under this Agreement are non-exclusive. The Franchisor shall retain all rights to operate, authorize, license, or permit others to operate Restaurants using the System, the Proprietary Marks, or any other system or marks, whether identical or similar, within or outside the Territory.
- 2.3 For the avoidance of doubt, the Franchisee shall have no claim to exclusivity or territorial protection against: -
- (a) the operation or licensing of other Restaurants by the Franchisor at any location, including within the Territory;
 - (b) the use or licensing of the System, the Proprietary Marks, or similar intellectual property in any other business arrangement; and
 - (c) any other act by the Franchisor which is not expressly restricted or prohibited under this Agreement.

3. **TERM AND COMMENCEMENT DATE OF RESTAURANT OPERATION**

3.1 Commencement Date

The Franchisee shall commence the operation of the Business and the Restaurant within the period specified in Item 3 of Schedule 1 or on such other date as approved in writing by the Franchisor (“the **Commencement Date**”).

3.2 Initial Term

- (a) The Initial Term of this Agreement shall commence on the Commencement Date, unless otherwise specified. The Agreement shall remain in full force and effect for fixed duration of five (5) years, calculated from the Commencement Date, unless terminated earlier in accordance with the provisions set forth herein.
- (b) Notwithstanding that the Term of this Agreement shall only commence on the Commencement Date, the Effective Date of this Agreement shall be the date of signing

of this Agreement.

3.3 Renewal Term

- (a) Upon the expiration of the Initial Term, the Franchisee shall have the option, at its sole discretion, to extend the Franchise granted under this Agreement for an additional period of five (5) years ("**Renewal Term**"). To exercise this option, the Franchisee must provide written notice to the Franchisor in accordance with the terms below, and the exercise of such option shall be subject to compliance with the following conditions precedent: -
- (i) the Franchisee fulfilled and complied with all its obligations under this Agreement during the Initial Term (or any preceding term, as applicable);
 - (ii) the Franchisee shall have complied promptly with all monetary obligations owed by it to the Franchisor throughout the Term of the Agreement;
 - (iii) the Franchisee shall execute a general release, in a form prescribed by the Franchisor, of any and all claims against the Franchisor and its officers, directors, agents and employees;
 - (iv) prior to the Expiry Date (or the expiry date of the preceding term), the Franchisee shall, at its own cost and expense, have satisfactorily completed any required maintenance, renovation, repairs, or refurbishment of the Restaurant in accordance with the Franchisor's Standards, as prescribed within the timeframe specified by the Franchisor;
 - (v) the Franchisee shall execute and deliver to the Franchisor, within 14 days (or any longer period required by law) after delivery to the Franchisee, the then-current form of Franchise Agreement being offered at the time of renewal, including all exhibits and other then-current ancillary agreements wherein the terms, conditions, and fee structures may differ from this Agreement;
 - (vi) prior to the Expiry Date of the Initial Term (or any preceding term, as applicable), the Franchisee and any person(s) employed by or is concerned with the Franchisee as specified by the Franchisor shall have completed such re-training at such time and at such place as the Franchisor may request, at the Franchisee's own costs and expense; and
 - (vii) prior to the Expiry Date of the Initial Term (or any preceding term, as applicable), the payment of the Franchise Renewal Fee as stipulated in Item 7 of Schedule 1 has been made by the Franchisee to the Franchisor.

- (b) The option to renew the Term pursuant to Clause 3.3 of this Agreement must be exercised by providing written notice to the Franchisor no less than twelve (12) months prior to the Expiry Date of the Initial Term (or the expiry date of any preceding term, as applicable).
- (c) In the event that the Franchisee fails to provide such written notice within the stipulated timeframe, it shall be conclusively presumed by the Parties that the Franchisee has chosen not to extend the Franchise, and no further extensions of this Agreement shall be granted. The Agreement shall thereby automatically terminate upon the Expiry Date, unless otherwise expressly agreed upon by the Franchisor in writing.
- (d) Notwithstanding any other provisions of this Agreement, the Franchisor reserves the right to terminate this Agreement if, despite exercising its option to renew for the Renewal Term, the Franchisee fails to comply with all the conditions set forth in Clause 3.3(a) of this Agreement. In such a case, the Franchisor may, in its sole discretion, deem the Franchisee's failure to comply as a material breach of this Agreement and terminate the Agreement accordingly.

4. LOCATION, RESTAURANT OPERATION AND SPECIFICATIONS, TRAINING AND KEY PERSONNEL

4.1 The Franchisee is hereby granted the non-exclusive right to establish and operate the Business and Restaurant at the designated Location within the Territory, subject to the terms and conditions stipulated in Schedule 3 of this Agreement.

4.2 Location of Restaurant

- (a) Prior to the execution of this Agreement, the Franchisee shall propose a Location for the Restaurant, which shall be subject to the prior written approval of the Franchisor in its sole and absolute discretion. The Franchisee acknowledges that such approval may be withheld for any reason deemed appropriate by the Franchisor and the approval of Franchisor neither guarantees a specific level of sales at the Location nor does it present a prediction of sales and profit/loss.
- (b) Upon the Franchisor's approval of the proposed Location, the Franchisee shall, on or before the date of execution of this Agreement, submit to the Franchisor a copy of the duly executed lease agreement for the approved Location, or a binding letter of intent or equivalent confirmation from the landlord, evidencing the Franchisee's secured right to enter into a lease upon the execution of this Agreement. In any event, the Franchisee shall be required to submit to the Franchisor a copy of the executed lease agreement prior to the Commencement Date.

- (c) In the event the Franchisee loses the right to occupy, use, or enjoy the approved Location for any reason whatsoever, before the expiration of the Term, this Agreement shall automatically terminate without further notice, and the Franchisor shall not be liable to the Franchisee for any costs, losses, damages, or claims arising therefrom.
- (d) The Franchisee shall not relocate, transfer, or establish the Restaurant at any Location other than the approved Location without the Franchisor's prior written consent. Such consent may be granted or withheld at the absolute discretion of the Franchisor and may be subject to any terms, conditions, and requirements as the Franchisor deems fit.

4.3 Set-Up and Construction of Restaurant

4.3.1 Proposed Location Selection

The Franchisee must submit to the Franchisor all plans, research, demographic and other relevant information on possible locations and obtain the Franchisor's approval of the Location. The costs of all site surveys must be borne by the Franchisee.

4.3.2 Renovation and Fitting Out Permits and Licenses

- (a) The Franchisee shall carry out full renovations, revamp and fitting-out of the Restaurant prior to opening, the full costs of which must be borne by the Franchisee. In addition, the Franchisee may only engage such vendors and contractors which have been approved by the Franchisor for the renovation and fitting-out of the Restaurant.
- (b) The Franchisee shall promptly apply and obtain at its own costs and expenses, all necessary permits and licenses required for the renovation, revamp and fitting-out at the Restaurant.
- (c) The Franchisee shall not commence any renovation or installation work, nor make any material alterations to the premises, without the prior written consent of the Franchisor whereby all designs, architectural plans, and specifications related to the internal layout, renovation, decoration, and installation of signage and equipment at the Restaurant shall be submitted for the Franchisor's written approval.
- (d) The Franchisee may, with the prior written approval of the Franchisor, engage its own architects and/or secondary interior design firm. If Franchisee engages its own architect and/or secondary interior designer, Franchisee agree that it shall seek the Franchisor's written approval for all designs proposed by its own

architect and/or secondary interior designer.

4.3.3 Pre-Opening Inspection

Prior to the commencement of business operations of the Restaurant, the Franchisee shall notify the Franchisor to initiate a pre-opening assessment to verify the Restaurant's compliance with the System and Standards prescribed by the Franchisor. The Franchisor shall have the discretion to conduct either: -

- (a) an online assessment; or
- (b) a physical (on-site) inspection by sending up the Franchisor's representatives to the Restaurant's Location. The Franchisee shall bear the Franchisor's Expenses, and all other costs associated with preparation for the inspection, or any rectification required to meet compliance standards shall be borne solely by the Franchisee.

4.4 **Opening support**

The Franchisor shall provide on-site, pre-opening and opening supervision and assistance as it deems necessary, for the initial opening period of the Restaurant at the expenses of the Franchisee. The Franchisee shall take all necessary action and render all necessary assistance to the Franchisor to enable the Franchisor to provide such opening support at the Restaurant.

4.5 **Restaurant Training Requirements**

In consideration and upon payment of all fees and undertaking by the Franchisee, the Franchisor shall provide Initial Training in accordance with Franchisor's Standards, and the Franchisee acknowledges that the following training requirements must be complied with prior to opening of the Restaurant: -

4.5.1 Kitchen

The Franchisee shall bear all Training Costs.

4.5.2 Replacement

Any new replacement personnel must attend training.

4.5.3 Additional Training

- (a) The Franchisee must ensure that all its employees are adequately trained to

the Franchisor's Standards. In the event the Franchisor determines that additional training is required of the Franchisee and its personnel, the Franchisee will comply with such requirements promptly and send its personnel for Additional Training in accordance with Clause 5.3 of this Agreement.

- (b) The Franchisee may at any time request such Additional Training and the Franchisor shall have the sole discretion to determine if such is required. Any Additional Training provided by the Franchisor shall be subject to its prevailing training rates. The Franchisee undertakes to make prompt payment of all training rates, costs and expenses of such trips including all of the Franchisor's Expenses.

4.5.4 No Contract of Employment

During all training, none of the Franchisee's personnel shall be assumed or implied to be under a contract of service or employment by the Franchisor.

5. **FRANCHISE FEES AND PAYMENTS**

5.1 Franchise Fee

5.1.1 In consideration of the Franchisor granting the Franchisee the rights to operate under this Agreement, the Franchisee agrees to pay the Franchisor, without any right of set-off, deduction, or deferment, the Franchise Fee for the Initial Term, as specified in Item 8 of Schedule 1 attached hereto, in accordance with the payment conditions: -

- (a) within fourteen (14) days upon securing the tenancy or lease of the approved Location, the Franchisee shall remit to the Franchisor a non-refundable deposit portion of the Franchise Fee being the deposit to cover a portion of the Franchisor's processing, administrative, and legal preparation costs, including but not limited to the drafting and review of legal agreements; and
- (b) within fourteen (14) days from the execution of this Agreement, the Franchisee shall remit to the Franchisor the balance of the Franchise Fee as specified in Item 8 of Schedule 1. Failure to remit this payment within the stipulated timeframe shall constitute a material breach of this Agreement, entitling the Franchisor to terminate this Agreement without further notice and liability to the Franchisee.

5.1.2 Any refund of monies paid under Clause 5.1 of this Agreement shall only be

considered if the Franchisee returns to the Franchisor, in original and undamaged condition, all documents, manuals, and proprietary materials provided by the Franchisor, subject to the Franchisee having executed any necessary confidentiality or non-disclosure undertakings required by the Franchisor. Refunds shall be subject to the deduction of any expenses or damages incurred by the Franchisor.

5.1.3 Notwithstanding Clause 5.1.1 above, the Franchisee reserves the right to terminate this Agreement by providing written notice to the Franchisor within **seven (7) working days** from the Effective Date of this Agreement whereby: -

- (a) upon the Franchisee's timely exercise of this right, this Agreement shall be deemed immediately terminated and of no further effect, and the Franchisee shall have no further claims, rights, or remedies against the Franchisor under this Agreement; and
- (b) the Franchisor shall refund all payments made by the Franchisee not later than thirty (30) working days following the effective date of termination, less any non-refundable deposit as specified in Clause 5.1.1(a) and conditions in Clause 5.1.2.

5.14 Subject always to the Franchisee's right of termination under Clause 5.1.3, all obligations, representations, warranties, and covenants undertaken by the Franchisee under this Agreement shall take effect immediately upon the lapse of the seven (7) working day termination period, and the Franchisee shall thereafter be fully bound by the terms herein. In the event the Franchisee exercises its termination right under Clause 5.1.3, this Clause 5.1.4 shall not apply, and no obligations shall arise on the part of the Franchisee beyond the scope of Clause 5.1.3.

5.2 Monthly Royalty Fee

- (a) In addition to the Franchise Fee and in consideration of the rights granted to the Franchisee under this Agreement, the Franchisee agrees to pay the Franchisor the ongoing Royalty Fee as specified in Item 9 Schedule 1.
- (b) In the event of any dispute between the Franchisor and Franchisee regarding the calculation of the Royalty Fees, or if the Franchisee fails to remit such fees or comply with the reporting requirements imposed by the Franchisor, the Franchisee shall, within thirty (30) days of receiving written notification from the Franchisor, procure and submit to the Franchisor an independent auditor's certification of the Gross Sales for the disputed period. The independent auditor must be approved by the Franchisor, and all costs associated with such audit shall be borne solely by the Franchisee. Should the Franchisee fail to obtain such certification within the stipulated timeframe, the Franchisor shall have the right, but not the obligation, to

appoint its own auditors to certify the Gross Sales at the Franchisee's cost and the findings of such audit shall be final and binding upon the Franchisee.

5.3 Additional Training Fees

- (a) The Franchisee agrees to pay the Franchisor, without any right of set-off, deduction, or deferment, the applicable training fees for any additional training.
- (b) All training fees payable (where applicable) shall be paid in full prior to the commencement of the training and shall be non-refundable once paid, regardless of whether the participants complete the training, unless otherwise agreed in writing by the Franchisor.

5.4 Late Payment Charges

- (a) In the event that the Franchisee fails to make any payment due to the Franchisor by the due date as stipulated in this Agreement or as otherwise specified by the Franchisor, such overdue sums shall accrue late payment interest at a rate of eight percent (8%) per annum, calculated on a daily basis, from the due date until the date of full settlement.
- (b) The Franchisee acknowledges that the late payment interest constitutes a genuine pre-estimate of the Franchisor's damages arising from the Franchisee's failure to pay amounts owed in a timely manner and agrees that such charges are fair, reasonable, and enforceable.

5.5 Store Deposit Fee

- (a) The Franchisee shall, prior to execution of this Agreement, pay to the Franchisor a store deposit fee in the amount specified in Item 10 of Schedule 1 which shall serve as a security deposit to guarantee the due performance by the Franchisee of all its obligations, covenants and undertakings under this Agreement throughout the Term and any Renewed Term.
- (b) The Store Deposit Fee shall be held by the Franchisor in a non-interest bearing account. The Franchisee acknowledges and agrees that the Franchisor shall not be liable to account for or pay any interest on the Store Deposit Fee, and the Franchisor shall have full discretion in managing the deposit in accordance with this Clause.
- (c) In the event the Franchisee commits a breach of any term of this Agreement, or fails to pay any monies due to the Franchisor, the Franchisor shall be entitled, without prejudice to any other rights or remedies available to it under law or in equity, to deduct and apply the Store Deposit Fee (whether in full or in part) towards

satisfaction of any such outstanding amounts, costs, losses or damages suffered by the Franchisor arising from such breach or non-payment.

- (d) In the event that any portion of the Store Deposit Fee is deducted pursuant to Clause 5.5(c), the Franchisee shall, within seven (7) days from the date of written notice by the Franchisor, replenish the Store Deposit Fee to its original amount. Failure to do so shall constitute a material breach of this Agreement.
- (e) Subject always to the Franchisee having fully complied with the terms of this Agreement and not having committed any breach, the Store Deposit Fee (or any balance thereof, after deductions) shall be refunded to the Franchisee without interest within ninety (90) days from the expiry or lawful termination of this Agreement, provided always that: -
 - (i) the Franchisee has returned all materials, equipment, manuals, confidential information, and items belonging to the Franchisor in good condition (fair wear and tear excepted);
 - (ii) the Franchisee has settled all outstanding fees, payments and obligations under this Agreement; and
 - (iii) no claims or disputes are pending or reasonably anticipated by the Franchisor against the Franchisee as at the date of termination or expiry.
- (f) The collection, holding or refund of the Store Deposit Fee shall not be construed as a waiver or limitation of any rights or remedies available to the Franchisor under this Agreement or under law.

5.6 Continuing Obligation

In the event of any disruption to the operations of the Restaurant, or closure, including the events mentioned in Clause 11.1 of this Agreement, the monthly royalty mentioned in Clause 5.2 above continues to be payable to the Franchisor, based on the last royalty of the previous month, and the Franchisee shall pay to the Franchisor an amount equivalent to the same.

5.7 Other Payments

The other payments to be made by the Franchisee under and pursuant to this Agreement are: -

- (a) A&P Materials supplied by the Franchisor to the Franchisee;

- (b) Controlled Items and items purchased by the Franchisee from the Franchisor; and
- (c) Franchisor's Expenses and for all additional training and opening support visits by the Franchisor.

5.8 Payment Dates

Payments under this Agreement shall be made as below: -

- (a) in the case of the monthly royalty, as stipulated by the Franchisor;
- (b) in the case of Controlled Items, full payment must be received by the Franchisor prior to shipping and delivery of the Controlled Items; and
- (c) in the case of all other payments not expressly stipulated in this Agreement, not more than thirty (30) calendar days after date of invoice for all other payments.

5.9 Conversion Rate

- (a) All payments due under this Agreement shall be made by the Franchisee in Chinese Yuan (RMB). If any conversion of currency is required, the Franchisee shall comply with the Franchisor's stipulated currency rate. The Franchisee shall bear all wire transfer fees, banking fees, and/or other fees of a similar nature arising in connection with the performance of its payment obligations under this Agreement.
- (b) The Franchisee shall ensure that the Franchisor receives the full and exact amount of any payment due under this Agreement, free from any deductions or shortfalls resulting from exchange rate fluctuations, banking or remittance charges, or other cross-border transaction costs.
- (c) The Franchisee shall take all actions necessary to obtain and maintain all necessary permissions and approvals required for the remittance of such payment and provide copies of such permissions and approvals to the Franchisor at the Franchisor's request.

5.10 Transfer of Funds

If the Franchisee is unable due to legal or administrative requirements to remit abroad any sums payable to the Franchisor under this Agreement, at the Franchisor's request the Franchisee must, notwithstanding applicable law, segregate the blocked funds and deposit them with any agent or in any depository that the Franchisor may direct and arrange for the same to be paid to the Franchisor thereafter.

5.11 Set-Off/ Deduction By The Franchisor

Notwithstanding anything contained or implied in this Agreement, the Franchisor may set off without any prior consent or notice against any money that would otherwise be payable or owing by the Franchisor to the Franchisee.

5.12 Tax

The Franchisee shall take all necessary action and render all necessary assistance to the Franchisor to ensure that the Franchisor is in full compliance with any and all requirements under the prevailing laws and regulations of the Territory.

5.13 Non-Refundable

All monies paid to the Franchisor under this Agreement, unless expressly stated otherwise in this Agreement, shall become the Franchisor's sole property upon payment of it to the Franchisor and shall be deemed to be fully earned at the time of payment and shall not be refunded to the Franchisee or any other party under any circumstances.

5.14 Without prejudice to any rights of the Franchisor's under this Agreement, in the event that the Franchisee fails, neglects and/or refuses to make any payment of any amounts due to the Franchisor pursuant to this Agreement, the Franchisor shall not be obliged until full payment is received in cleared funds, to perform any of its obligations under this Agreement and the Franchisee will fully indemnify the Franchisor for all losses, costs and expenses.

6. RESPONSIBILITIES AND UNDERTAKINGS OF THE FRANCHISOR

6.1 The Franchisor shall provide advice to the Franchisee in relation to the selection of a suitable Location within the designated Territory for the purpose of operating the Restaurant and the layout specifications of the Restaurant.

6.2 Subject to timely payments by the Franchisee pursuant to this Agreement, the Franchisor covenants and agrees with the Franchisee as follows: -

- (a) to grant the Franchisee the right to operate the Business and the Restaurant in the Location within the Territory in accordance with the terms and conditions set out in this Agreement;
- (b) to promote the Business under the Proprietary Marks and the System; and
- (c) to provide ongoing operational support to the Franchisee which include periodic

updates to the System, Operations Manual and other materials necessary for the continued operation of the Business and the Restaurant.

6.3 Provision of Initial Training

The Franchisor shall provide the Franchisee with a one-time Initial Training on the Standards, procedures, techniques, and methods comprising the Systems whereby the time, location, and content of the Initial Training shall be determined at the sole discretion of the Franchisor. Any additional training sessions requested by the Franchisee or required due to the Franchisee's or its employees' failure to attend or satisfactorily complete the initial sessions, shall be subject to additional fees and charges, as determined by the Franchisor.

6.4 Provision of A&P Activities

The Franchisor shall use reasonable efforts to organize promotional activities to promote the System offered to the public and shall make available from time to time, A&P Materials as the Franchisor deems necessary.

6.5 The Franchisor and/ or its authorized representatives, agents or nominees shall have the right to conduct a minimum of two (2) scheduled visits to the Restaurant to inspect the Franchisee's operations.

6.6 The Franchisor shall be responsible to maintain the registration status of "Franchisor" under the Franchise Act 1998 during the Term of this Agreement.

7. RESPONSIBILITIES AND UNDERTAKINGS OF THE FRANCHISEE

7.1 Restaurant Operation and Standards

- (a) The Franchisee shall throughout the Term of this Agreement operate the Business and the Restaurant in strict conformity with the System and maintain the uniform standard of all Trade Dress, as may be modified from time to time by the Franchisor at its sole discretion.
- (b) The Franchisee shall ensure that adequate financial resources are available at all times throughout the Term of this Agreement to meet including but not limited to operational, financial, and contractual obligations under this Agreement.
- (c) The Franchisee must at its own costs install and operate the POS Systems at the Restaurant and provide the Franchisor with unfettered discretion in remote access and control to such systems. The Franchisor will send its IT technician to each

Restaurant to set up remote access to the POS System, all costs of which including the Franchisor's Expenses shall be borne by the Franchisee.

- (d) The Franchisor shall have the option to send its representatives on an inspection visit to the Restaurant to: -
 - (i) inspect the quality of the Business;
 - (ii) speak to customers and the Franchisee's employees at the Restaurant premises or elsewhere about the Business; and
 - (iii) conduct such operational inspections in such manner and scope as the Franchisor shall determine.

During any course of any inspection visits, the Franchisee shall provide unrestricted access to the Restaurant and to provide all requested documentation, records and other materials as required by the Franchisor during the visits and undergo Additional Training as required and/ or change in personnel.

7.2 **Payment of Fees**

Throughout the Term of this Agreement, the Franchisee shall remit to the Franchisor all fees within the time as stipulated in this Agreement.

7.3 **Provision of Equipment**

- (a) The Franchisee shall, prior to the Commencement Date, ensure that the Premises is fully equipped with the prescribed minimum level of pre-operating equipment ("the **Initial Equipment**") as determined by the Franchisor.
- (b) Upon the execution of this Agreement, the Franchisee shall immediately place its order for the Initial Equipment with the Franchisor and/ or the Franchisor's nominated suppliers. The supply and installation of such equipment shall be carried out in accordance with the Franchisor's instructions. The Franchisee shall bear all costs related to the procurement and installation of the Initial Equipment.
- (c) The Franchisee shall not, under any circumstances, provide or distribute, sell, transfer or distribute any Equipment outside the Location or use them in connection with any other business.
- (d) The Franchisee shall, at all times, permit the Franchisor and its authorized representatives to inspect the Equipment used in the operation of the Restaurant. The Franchisor, at its sole discretion, reserves the right to remove and prohibit the

use of any Equipment, Products or materials and such removal shall be at the Franchisee's sole cost and expense.

7.4 Staffing and Personnel

- (a) The Franchisee shall, prior to the Commencement Date, employ all Key Personnel and other personnel required for the setting up, operations and maintenance of the Business at the Restaurant, and to ensure that all Key Personnel and other personnel undergo all Initial Training and Additional Training as required by the Franchisor.
- (b) The Franchisee shall employ sufficient personnel at all times in accordance and compliance with all prevailing employment and labour laws conditions and restrictions and the Franchisor reserves the right to require additional staffing or changes to the Franchisee's personnel structure.

7.5 Permits, Licenses and Approval

- (a) The Franchisee shall, at its own cost and expense, comply and obtain all necessary permits, licenses, and regulatory approvals required for the lawful operation of the Restaurant within the Location and the Territory, including but not limited to, business licenses, health and safety certifications, and any other permits mandated by local, state or national authorities.
- (b) In the event that any such permits, licenses, or approvals are refused, revoked, or not granted by the relevant authorities, the Franchisee shall immediately notify the Franchisor in writing.

7.6 Stationery and Signage

- (a) The Franchisee shall use only such letterheads, invoices, signs, display materials, promotional literature, equipment, and other business-related items as have been pre-approved in writing by the Franchisor.
- (b) The Franchisee shall, at its own cost and expense, display such signage at the Premises as may be directed by the Franchisor, subject to the Franchisee obtaining any and all necessary permits, approval and licenses required by the relevant authorities.
- (c) The Franchisee must carry on the Business at all times during the Term to the highest possible standards, under the Proprietary Marks and no other name, and use its best endeavors to promote the Proprietary Marks in the Protected Area.

7.7 Advertising and Promotion

- (a) The Franchisee shall adhere to the Franchisor's marketing and promotional standards and guidelines, as may be updated by the Franchisor from time to time and the Franchisee shall participate in all promotional and advertising campaigns, efforts, and displays organized and provided by the Franchisor accordingly.
- (b) The Franchisee shall not undertake, initiate, or engage in any independent advertising, promotional, or sales campaigns or activities relating to the System and Proprietary Marks without obtaining the Franchisor's prior written consent. Should the Franchisee wish to undertake such activities, it shall first submit all proposed advertising or promotional materials, content, media formats, and campaign plans to the Franchisor for prior written review and approval.
- (c) The Franchisee shall follow the Franchisor's specific marketing program standards for advertising, including but not limited to the use of approved point-of-sale materials, posters, flyers, leaflets, signs, and promotional stickers provided or approved by the Franchisor. The Franchisee shall be responsible for all costs associated with obtaining, displaying, distributing, and maintaining these materials at the Franchisee's location and for any local advertising efforts.
- (d) All A&P materials must conform strictly to the Franchisor's brand guidelines and directives and shall not offend, attack or defame any competitor of the Franchisor's, or any third party or infringe on the privacy of any third party, or include any material or statement inconsistent with the public good image of the Franchisor and their concepts and brands.
- (e) The Franchisee agrees and undertakes to assign wholly any Intellectual Property Rights in the A&P materials which may be owned by the Franchisee to the Franchisor in accordance with the applicable laws at the Franchisee's expense. At the Franchisor's request, the Franchisee shall execute any and all documents requested by the Franchisor to perfect and evidence such ownership.

7.8 Tenancy of the Location

- (a) The Franchisee shall not create or permit to exist, nor otherwise part with possession of the Location of the Restaurant or any portion thereof, through any tenancy, lease or sub-lease contract with any third party, without the prior written consent of the Franchisor.
- (b) The Franchisee shall ensure that, throughout the Term of this Agreement, all rental payments due for the Location of the Restaurant are made in full and on time to the landlord or legal owner of the Location, as per the terms of the applicable tenancy

or lease agreement.

7.9 Modification to the Business, System, Operations Manual or Proprietary Marks

- (a) The Franchisor reserves the right to make any improvements, additions, or modifications to the Business, System, Operations Manual, or Proprietary Marks as it deems necessary in its sole discretion and the Franchisee shall comply with and implement the same at the Franchisee's own cost and expense.
- (b) The Franchisee agrees that no improvements to the System, Operations Manual, or Proprietary Marks shall be implemented without the prior written approval of the Franchisor.
- (c) Any Intellectual Property Rights arising from such suggestions, improvements, or developments made by the Franchisee to the Specifications, System and Operations Manual shall be automatically assigned and transferred to the Franchisor at no cost. The Franchisor retains full ownership and the right to transfer or license such developments without restriction.

7.10 Modifications to the Products and Services

- (a) In the event the Franchisee discovers, creates, improves or develops any new or improved Products or Services, it shall immediately inform the Franchisor and provide the Franchisor with all necessary information including samples therein, and carry out all testing together with the Franchisor at such times, place and procedures as the Franchisor may require. For any such newly developed, created or improved Products and its materials thereof, all Intellectual Property Rights shall immediately vest in the Franchisor with no compensation or consideration of any nature owing or payable to the Franchisee or any party. The Franchisee undertakes that it will not introduce or add any new items for sale or consumption without the Franchisor's prior written approval.

7.11 Sole Supply of Products and Controlled Items from Franchisor

- (a) The Franchisee will comply with all the Franchisor's requirements for the purchase, stock, storage, use of all Controlled Items in the operations of the Restaurant.
- (b) The Franchisee shall purchase all Controlled Items solely from the Franchisor or suppliers approved by the Franchisor, and approval shall not be unreasonably delayed provided the Franchisee has provided all necessary information of such alternative suppliers, and had procured for the Franchisor's approval, a credible source in such vendors.

- (c) The Franchisee is strictly prohibited from selling, offering for sale, distributing, providing or otherwise introduce or market Products or Services in the operation of the Restaurant other than those expressly approved and determined by the Franchisor in writing.

7.12 Pricing of Products and Services

The Franchisee shall adhere strictly to the pricing guidelines provided by the Franchisor for all Products and Services offered under the Franchise. The Franchisor reserves the right to establish, modify, and adjust pricing guidelines as it deems necessary.

7.13 Insurance

- (a) The Franchisee shall, at its own cost and expense, maintain and keep in full force and effect a comprehensive insurance policy or policies covering both the Franchisee and the Franchisor. The policy limits and coverage must conform to the requirements prescribed by the Franchisor, including coverage for acts of negligence or omissions by the Franchisee, its employees, or any third parties acting on its behalf. The Franchisee shall, upon request by the Franchisor, provide copies of all insurance policies, certificates of coverage, and proof that all insurance premiums have been fully paid, on a timely basis.
- (b) The Franchisee agrees that it shall not commit or permit any breach of the terms and conditions of any insurance policy maintained under this Agreement. In the event of any changes to the terms, conditions, or coverage of such insurance policies, the Franchisee shall promptly inform the Franchisor of such changes

7.14 Proper Books, Records and Accounts

The Franchisee shall maintain proper books of account in a form and manner as directed by the Franchisor or as required by law. These records must include supporting documents and correspondence relevant to the operation of the Restaurant.

7.15 Reports and Returns

- (a) The Franchisee shall submit to the Franchisor all relevant records, including staff registrations, existing stock details, and financial statements in the prescribed form and deadline provided by the Franchisor.
- (b) The Franchisee authorizes the Franchisor to collect data from the Franchisee's operations, including sales data, customer feedback, and operational metrics, for the purposes of monitoring performance and improving the overall System. The Franchisee agrees to provide such data in a timely manner, using the reporting

formats specified by the Franchisor.

- (c) The Franchisee shall maintain an accurate account and records of all monies collected, including but not limited to for the purpose of calculating the Gross Sales Revenue of the Restaurant, from the Business in each calendar month up to the close of Business on the last working day of each calendar month, and shall prepare in a form approved by the Franchisor a monthly financial statement thereof.
- (d) The Franchisor reserves the right to appoint auditors to inspect the Franchisee's records. The Franchisee must allow such audits at its own expense, as requested by the Franchisor, with reasonable notice provided.

7.16 Audit

- (a) The Franchisee shall permit the Franchisor or authorized representatives to inspect accounts and records during normal business hours and allow copies to be taken, with all expenses borne by the Franchisee.
- (b) All audited accounts, including balance sheets, profit and loss statements and all supporting documentation relating to the sales revenue of the Restaurant must be supplied to the Franchisor within three (3) months after the close of each accounting year.
- (c) The Franchisee acknowledges that the Franchisor's acceptance of payments and documents shall not constitute acceptance of the accuracy of the records or accounts. If any inspection or audit discloses any understatement of Gross Sales for the Restaurant, the Franchisee shall, without prejudice to any other remedies and rights the Franchisor has under this Agreement or applicable law, pay to the Franchisor, within seven (7) working days after being notified of the results of the inspection or audit report: -
 - (i) the difference between the amount of any royalty or other payment that would have been paid to the Franchisor but for the understatement and those fees actually paid or payable based on the understatement and Interest thereon; and
 - (ii) all costs and expenses, including without limitation, the fees and expenses of solicitors, independent accountants and any travel and accommodation expenses and compensation for Franchisor's personnel or representatives involved in the audit or inspection process including all Franchisor's Expenses.
- (d) If the audit (or any other periodic inspection not being a full audit) shows that the Franchisee's accounting as to the calculation of the payments due under this

Agreement or any other financial matter is incorrect, the Franchisee undertakes to promptly rectify the defect in the amount accounted for or the accounting system defect as the case may be. and the Franchisee must pay the full cost of the audit incurred by the Franchisor.

7.17 Irregularity of Books, Records and Accounts

- (a) In the event that the Franchisor reasonably believes or determines, at its sole discretion, that there are discrepancies, inaccuracies, or irregularities in the Franchisee's books of account, financial records, accounting systems, or any calculating or record-keeping equipment used by the Franchisee resulting in the understatement of monies due or the improper recording of financial data, the Franchisor may, at its sole discretion, issue a written notice to the Franchisee detailing the irregularities.
- (b) Upon receipt of such notice, the Franchisee shall, without delay and at its own cost, take all necessary corrective actions as directed by the Franchisor to rectify and remedy such irregularities within the time period specified by the Franchisor.

7.18 Initial Training and Additional Trainings

- (a) Unless otherwise exempted by the Franchisor in writing, the Franchisee shall ensure to attend all mandatory training programs, meetings, briefings, or workshops as scheduled by the Franchisor from time to time. Such training and meetings may be conducted in person or virtually, as determined by the Franchisor.
- (b) The Franchisee shall ensure that all designated employees attend and successfully complete any such training to the satisfaction of the Franchisor. In the event any participant fails to meet the required standards or does not pass the Franchisor's assessments within the standard training period, the training period shall be extended at the sole discretion of the Franchisor until such participant has achieved a passing assessment. All costs and expenses incurred in connection with additional or extended training sessions shall be borne solely by the Franchisee.

7.19 Receipt of Agreement and Disclosure Documents Prior to Signing of the Agreement

The Franchisee acknowledges and agree upon the receipt of a draft copy of this Agreement and all associated disclosure documents, at least ten (10) days prior to the Effective Date of this Agreement.

7.20 Encumbrances and Agreements

- (a) The Franchisee must not charge, pledge or encumber the Business, any of the rights

granted to it under this Agreement or receivables of the Business in any way whether or not such encumbrance is in the ordinary course of business.

- (b) The Franchisee must not enter into any material agreement with any other party affecting the Business without the Franchisor's prior consent.
- (c) The Franchisee will notify the Franchisor and seek the Franchisor's opinion on whether to enter into arrangements with third party service providers in respect of the Restaurant and will not participate if the Franchisor does not grant its approval.

8. USE OF PROPRIETARY MARKS AND COPYRIGHT

8.1 The Franchisee acknowledges and agrees that it does not have any right or interest in the Proprietary Marks, except for such non-exclusive use granted under this Agreement. The Franchisor and/ or the Owner have and reserves the following rights, among others, to: -

- (a) use the Proprietary Marks itself in connection with selling the Products and Services in the course of the Businesses;
- (b) grant other licences for the Proprietary Marks, in addition to those licences already granted to existing franchisees and licencees;
- (c) develop and establish other systems using the same or similar Proprietary Marks or other marks, and to grant licences without providing any rights therein to the Franchisee; and
- (d) substitute, add to or withdraw marks for use in identifying the System and the Business if the Proprietary Marks no longer can be used, or if the Franchisor and/ or the Owner, in its sole discretion, determines that substitution of different Proprietary Marks will be beneficial to the System and the Business. In such circumstances, the substituted trademarks shall be considered as the Proprietary Marks and shall be governed by the terms of this Agreement, and the Franchisee shall not be entitled and shall not claim for any compensation for such substitution.

8.2 The Franchisee expressly agrees and acknowledges that any and all goodwill arising from its use of the Proprietary Marks in the Restaurant and in the course of the Business shall inure solely and exclusively to the Franchisor and/ or the Owner, and upon expiration or termination of this Agreement, all shall vest automatically in the Franchisor and/ or the Owner and no monetary amount shall be payable to the Franchisee.

8.3 The Franchisee undertakes: -

- (a) to use the Proprietary Marks only for the operation of the Restaurant within the Territory;
- (b) to comply with all requirements laid down by the Franchisor and/ or the Owner from time to time for the use and presentation of the Proprietary Marks;
- (c) unless otherwise authorised or required by the Franchisor, the Franchisee shall operate and advertise the Business only under the name “Fish With You 鱼你在一期” without prefix or suffix;
- (d) not to use the Proprietary Marks to incur any obligation or indebtedness on the Franchisor's and/ or the Owner behalf;
- (e) not to adopt, use or register any name, legal name, company name, business or trading name, sign or logo which is identical to, similar to, and/or incorporating the Proprietary Marks or any elements thereof;
- (f) not to contest or aid others in contesting, whether directly or indirectly, during the Term and thereafter, the validity of the Franchisor's and/ or the Owner's rights, title and interest in the Proprietary Marks nor to do or cause to be done any act or thing which may in any way impair the right, title or interests of the Franchisor and/ or the Owner to the Proprietary Marks;
- (g) not to use any other names or trademarks in connection with the System, unless approved by the Franchisor in writing;
- (h) not to register in any way, any domain name that contains words or words which are similar to the Proprietary Marks or any part thereof;
- (i) not to do anything to prejudice or damage the Franchisor's and/ or the Owner's goodwill and reputation in the Proprietary nor to do anything likely to bring the Proprietary Marks into disrepute;
- (j) upon the grant by the applicable authorities of the relevant trademark in favor of the Franchisor, to append in a manner approved by the Franchisor and/ or the Owner such inscriptions accompanying representations of the Proprietary Marks as are usual or proper for indicating that the Proprietary Marks are registered or unregistered, as the case may be and are used under a licence from the Franchisor and/ or the Owner; and
- (k) not to, in any circumstances, grant the use of the Proprietary Marks through any means and for any reason to any third party.

- 8.4 The Franchisor shall have the right to monitor the Franchisee's use of the Proprietary Marks and to conduct inspections, surveys and other investigations of the Restaurant as it may deem appropriate to ensure that the use of the Proprietary Marks conforms to the manner directed and/or approved by the Franchisor. In the event the Franchisor determines that the use of the Proprietary Marks is not within the permitted use granted pursuant to this Agreement or is in breach of this Agreement or otherwise damages the reputation of the Franchisor, and the Franchisee fails to discontinue such use of the Proprietary Marks within thirty (30) calendar days after its receipt of a notice from the Franchisor stating the breach, the Franchisor shall have the right to terminate this Agreement and the Franchisee shall have no claims or compensation whatsoever.
- 8.5 If the use of the Proprietary Marks is contrary to the Franchisor's prescribed directions or prejudicial to the reputation of the Franchisor and/ or the Owner or the distinctiveness of the Proprietary Marks, the Franchisor may direct the Franchisee to cease all use of the Proprietary Marks within the Protected Area. In the event that the Franchisee fails, refuses or neglects to comply with the Franchisor's directions within fourteen (14) calendar days following the Franchisor's directions, the Franchisor by its duly authorized agents may enter upon the premises of the Restaurant to carry out the discontinuance of the use of the Proprietary Marks, including the removal, modification or disposal of any tangibles containing any references to the Proprietary Marks. The costs and expenses in connection with such removal, modification or disposal shall be borne and reimbursed by the Franchisee.
- 8.6 The Franchisee agrees and acknowledges that: -
- (a) in case of any actual or potential infringement or unauthorised use of the Proprietary Marks by third parties, the Franchisee shall promptly inform the Franchisor and the Franchisor shall, in its sole discretion and expense, take such action (including, without limitation, commencing and maintaining any action at law or in equity, as applicable and as available) to protect, defend and enforce its rights, title in and interests to the Proprietary Marks. The Franchisee agrees, at the Franchisor's expense, to cooperate and participate in any such action and will execute such documents and take such other action as the Franchisor and/ or the Owner reasonably requires;
 - (b) the Franchisee shall notify the Franchisor immediately of any matter which is likely in any manner whatsoever to have a bearing on the goodwill of the Proprietary Marks and to make available to the Franchisor and/ or the Owner all documents, records, employees and information necessary for the Franchisor and/ or the Owner to evaluate any such effect on such goodwill; and
 - (c) the Franchisee has no rights to commence proceedings for infringement of the

Proprietary Marks in its own name or take any action or admit any liability or compromise or settle any claim or action against third parties relating to any actual or alleged infringement, passing off or unfair competition of the Proprietary Marks.

- 8.7 No warranty either express or implied is given by the Franchisor and/ or the Owner with respect to the validity of the Proprietary Marks.
- 8.8 Where applicable, the Franchisee shall at its own cost and as soon as reasonably practicable, record the license granted to it with the Intellectual Property Corporation of Malaysia. The Franchisor shall provide reasonable assistance, at the Franchisee's cost.
- 8.9 The copyright and all other rights, including the Confidential Information, in the text of the Manual, A&P materials, designs, prints, and photographs and all other documents supplied by the Franchisor to the Franchisee, including any translations thereof ("**Copyright Materials**") are the Franchisor's property. The Franchisee undertakes not to copy, or make use (directly or indirectly), the Copyright Materials or disclose any of their contents or concepts to any other party otherwise than in accordance with the terms of this Agreement.

9. CONFIDENTIALITY, UNDERTAKINGS AND NON-COMPETITION

- 9.1 The Franchisee and the Franchisee's Principals shall execute and deliver an undertaking of confidentiality and non-competition in the form set out in Schedule 4 of this Agreement. It is hereby agreed by the Parties that while the restrictions contained in Schedule 4 are considered by both the Franchisor and the Franchisee to be reasonable in all the circumstances, it is agreed that if, taken together, they are judged to go beyond what is reasonable in all the circumstances for the Franchisor's protection but would be judged reasonable if part or parts of the wording of them were deleted, they shall apply with such words deleted.
- 9.2 The Franchisee must ensure that all of the Franchisee's employees sign an employment agreement which includes (but is not limited to) clauses requiring: -
- (a) that the Franchisee's outgoing employee assigns all Intellectual Property Rights developed during the course of his/her employment to the Franchisor;
 - (b) the Franchisee's outgoing employee acknowledges that all Confidential Information and any other advertising and promotional work materials are owned by the Franchisor; and
 - (c) the Franchisee agrees not to make copies of any materials of Confidential Information or other essential information of the Business in hard or soft copy.

9.3 Upon the cessation of employment of any of the Franchisee's employees, the Franchisee must obtain such outgoing employee's written exit undertaking which includes (but is not limited to) clauses requiring: -

- (a) that the Franchisee's outgoing employee has returned all materials to the Franchisee;
- (b) that the Franchisee's outgoing employee has not made and is not taking with him/her any copies of any Confidential Information in hard or soft copy;
- (c) that the Franchisee's outgoing employee acknowledges that the Franchisor owns all Intellectual Property Rights and Confidential Information; and
- (d) that in future employment, the Franchisee's outgoing employee agrees not to use the Intellectual Property Rights and Confidential Information in any way that would infringe the rights of the Franchisor and/ or the Owner.

10. DEFAULT AND TERMINATION

10.1 The Franchisor shall have the absolute right to terminate this Agreement, with immediate effect prior to the expiration date and without prejudice to any other rights or remedies available under this Agreement, and without providing the Franchisee an opportunity to remedy the breach, by giving the Franchisee written notice in any of the following circumstances, and all rights granted pursuant to this Agreement shall immediately cease and be revoked: -

- (a) the Franchisee makes an assignment of the franchise rights or any part thereof for the benefit of creditors or engages in a similar disposition of the assets of the Franchisee in any manner to any other person, firm, or entity without the Franchisor's prior written consent;
- (b) the Franchisee fails to commence operations of the Restaurant within one hundred and eighty (180) calendar days from the Effective Date;
- (c) the failure of the Franchisee to pay the Franchisor any amount pursuant this Agreement within thirty (30) calendar days after such payment is due;
- (d) in the event of any unauthorised closure of the Restaurant without the Franchisor's prior written approval, or if the Franchisee ceases operation of the Restaurant for a period of fifteen (15) consecutive calendar days or takes any steps to cease it;

- (e) the Franchisee or its directors, officers, or key personnel are convicted of a criminal offence which, in the Franchisor's sole opinion, substantially impairs or is likely to impair the Franchisor's goodwill;
- (f) the Franchisee repeatedly fails to comply with any of the terms and conditions of this Agreement, and "repeatedly" shall be construed as more than once. In this instance, the Franchisor shall not be obligated to provide any further notice or opportunity to cure such breaches;
- (g) the Franchisee becomes insolvent, is unable to pay its debts as they fall due, or enters into liquidation whether voluntarily or compulsorily (save for the purpose of amalgamation or reconstruction) or the Franchisee makes an arrangement with its creditors. This also includes if any petition for bankruptcy or insolvency is filed against the Franchisee, or if the Franchisee commits any act of bankruptcy, becomes bankrupt, or becomes insolvent;
- (h) the entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, approving a petition seeking reorganization or appointing a receiver, judicial manager, trustee or liquidator of all or a substantial part of the Franchisee's assets, and such order, judgment or decree shall continue in effect for any period of sixty (60) consecutive calendar days;
- (i) the Franchisee, in the opinion of the Franchisor and/ or the Owner, misuses or impairs the goodwill of the Proprietary Marks, or the System, or creates disharmony among other franchisees;
- (j) the Franchisee directly or indirectly challenges the Franchisor's and/ or the Owner's Intellectual Property Rights in the Proprietary Marks, System, Operations Manual, and/or any information, documents or materials provided by the Franchisor to the Franchisee pursuant to this Agreement;
- (k) if the Franchisee discloses or permits or suffers the disclosure of any part of Confidential Information contrary to the provisions of this Agreement;
- (l) if there is a change of Control of the Franchisee or assignment by the Franchisee as set out in Clause 12, unless the Franchisor gives its prior written authorization to continue the implementation of this Agreement;
- (m) the Franchisee or any of its directors or shareholders gives to the Franchisor any false or misleading information or makes any misrepresentation in connection with entering into this Agreement or at any time during the continuance of this Agreement including but not limited to the financial statements that the Franchisee is required to deliver under this Agreement;

- (n) if the Franchisee fails to suspend its operations or restrict its business in accordance with the Franchisor's directions upon the failure to rectify breaches of this Agreement;
- (o) any breach of the Franchisee on food safety, food quality, food hygiene or food sanitation; or
- (p) if the Franchisee breaches any provision in this Agreement which is non-remediable in the sole and absolute discretion of the Franchisor.

10.2 Without prejudice to the Franchisor's rights to pursue any available remedies under applicable laws, upon the occurrence of any of the following events of default for which written notice ("**Warning Notice**") has been given by the Franchisor, the Franchisor may, at any time after the expiration of the cure period, terminate this Agreement by issuing a written notice of termination ("**Notice of Termination**") to the Franchisee, and all rights granted pursuant to this Agreement shall immediately cease and be revoked: -

- (a) if the Franchisee fails to comply with any term or condition set out in the Operations Manual within thirty (30) calendar days of the Warning Notice;
- (b) if the Franchisee breaches any provision in this Agreement that is remediable, in the sole and absolute discretion of the Franchisor, and fails to remedy such failure within thirty (30) calendar days of the Warning Notice;
- (c) if the Franchisee fails, within thirty (30) calendar days of the Warning Notice, to obtain any prior written approval or consent of the Franchisor expressly required by this Agreement;
- (d) if the Franchisee fails, within thirty (30) calendar days of the Warning Notice, to submit to the Franchisor in a timely manner any of the accounting or management information required to be so submitted;
- (e) if the Franchisee fails, within thirty (30) calendar days of the Warning Notice, to operate the Business in accordance with the System or opens or operates the Restaurant without the prior written approval of the Franchisor;
- (f) if the Franchisee breaches any of its representations and warranties and undertakings under this Agreement and the Franchisee fails to remedy such breach within ninety (90) calendar days of the Warning Notice; or
- (g) if any approval, permits and/or consents of any government or regulatory body is revoked or denied to the Franchisee which may prevent the Franchisee from

performing its obligations under this Agreement and the Franchisee fails to remedy such revocation within ninety (90) calendar days of the Warning Notice.

The Notice of Termination issued by the Franchisor shall be deemed effective on the date of notice, and no further action is required by the Franchisor.

10.3 This Agreement may be terminated at any time by mutual written consent of both the Franchisor and the Franchisee. In such an event, the terms and provisions applicable to termination as set forth herein shall apply, including, but not limited to, the obligations of the Franchisee under this Agreement and any other continuing covenants. The Franchisee shall waive any claim for compensation or damages resulting from such mutual termination.

10.4 Termination by Franchisee

(a) The Franchisee shall be entitled to terminate this Agreement in the event the Franchisor breaches any of its undertakings or covenants under this Agreement, provided that the Franchisee first delivers written notice to the Franchisor specifying in reasonable detail the nature of the breach.

(b) Upon receipt of the Notice of Breach, the Franchisor shall have a period of thirty (30) days, or such longer period as may be reasonable in the circumstances, to remedy or cure the breach to the satisfaction of the Franchisee.

(c) If the Franchisor fails to remedy the breach within the cure period, the Franchisee shall have the right to terminate this Agreement by providing written notice of termination to the Franchisor, such termination to take effect immediately upon the expiry of the Cure Period or such later date as specified in the termination notice.

10.5 The expiration or sooner termination of this Agreement shall be without prejudice to the accrued rights, claims, and remedies of the parties as of the date of termination. All provisions of this Agreement which, by their nature, are intended to survive such expiration or termination shall remain in full force and effect and continue to be enforceable notwithstanding such expiration or termination.

11. **POST TERMINATION PROVISIONS**

11.1 **Franchisee's Duties on Termination**

11.1.1 Upon the expiration or termination of this Agreement howsoever arising, all the rights granted herein to the Franchisee shall forthwith terminate and: -

- (a) the Franchisee shall immediately cease operation of the Business and the Restaurant and remove all signage and Proprietary Marks and provide a certification to the Franchisor of its compliance of the same;
 - (b) it shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of the Franchisor and/ or the Owner nor as being in any way connected or having been formerly connected with or interested in the Business or the Proprietary Marks;
 - (c) shall within seven (7) calendar days of the date of termination in the event of premature termination due to Franchisee's breach or within seven (7) calendar days of expiry of the Term, publish at its costs, a notice in English and in the national language, in a daily newspaper publication, to confirm its cessation as a franchisee of the Business;
 - (d) the Franchisee must immediately novate to the Franchisor or a third party as the Franchisor nominates all agreements the Franchisee has entered into pursuant to this Agreement;
 - (e) the Franchisee must take such steps and make such statements as the Franchisor requires to ensure the smooth novation of agreements to the Franchisor or the Franchisor's nominee. The Franchisee shall grant the Franchisor an irrevocable power of attorney to undertake the actions required by this clause;
 - (f) the Franchisee shall immediately and permanently cease to use, in any manner whatsoever, the System and all methods, procedures and techniques associated with the System, the Proprietary Marks, and all other distinctive forms, slogans, signs, symbols and devices associated with the System;
 - (g) the Franchisee must immediately and forthwith destroy or return to the Franchisor or a third party as the Franchisor nominates, at the Franchisor's direction: -
 - (i) all originals and copies of the Operations Manual (including the translated versions), whether in hard copies or soft copies; and
 - (ii) all stationery, signs, signage, advertising and promotional materials, displays, forms and all other articles bearing the Proprietary Marks and all other items loaned pursuant to this Agreement.
- 11.1.2 The Franchisee shall take all such steps as may be necessary to cancel any assumed name or equivalent registration which contains the Proprietary Marks or any other trade mark or service mark of the Franchisor and/ or the Owner, and the Franchisee shall furnish the Franchisor with evidence satisfactory to the Franchisor

of compliance with this obligation within five (5) calendar days after termination or expiration of this Agreement.

11.2 Restaurant premises leased by Franchisee

If the Franchisee operates any Restaurant under a lease for the premises with a third party, this sub-clause shall apply: -

- (a) the Franchisee shall, at the Franchisor's option, assign to the Franchisor or an authorised person of the Franchisor any interest which the Franchisee has in any lease or sublease for the premises. The Franchisor may exercise such option at or within thirty (30) calendar days after either termination or (subject to any existing right to renew) expiration of this Agreement;
- (b) in the event the Franchisor exercises such option and acquires the lease or sublease for the premises of the Business, the Franchisee shall indemnify and hold harmless the Franchisor and/or the Franchisor's authorised person, as the case may be, for any claim, loss, cost, or damage relating to a period of time prior to the acquisition of such lease or sublease, and the Franchisor shall, or shall procure that its authorised person shall, indemnify, and hold harmless the Franchisee for any claim, loss, cost, or damage relating to a period of time after the acquisition of such lease or sublease;
- (c) in the event the Franchisor does not elect to exercise its option to acquire the lease or sublease for the premises, the Franchisee shall make such modifications or alterations to the premises immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the premises from that of other restaurants under the System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose; and
- (d) in the event the Franchisee fails or refuses to comply with the requirements of this clause, the Franchisor shall have the right to enter upon the premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of the Franchisee, which expense the Franchisee agrees and undertakes to pay upon demand.

11.3 Furnishings

- (a) Subject to the proviso below, the Franchisor or its authorized person shall have the option, to be exercised within thirty (30) calendar days after termination or expiration of this Agreement, to purchase from the Franchisee any or all of the furnishings, equipment, signs, fixtures, supplies, or inventory of the Franchisee related to the operation of the Restaurant, at fair market value;

- (b) The Franchisor or its authorized person shall be purchasing the Franchisee's moveable assets only and shall be assuming no liabilities whatsoever. If the Parties cannot agree on a fair market value within thirty (30) calendar days after Franchisor's exercise of its option, then the Franchisor or its authorized person shall appoint an independent appraiser and the Franchisee shall appoint an independent appraiser. In the event both Parties do not select the same appraiser, the two appraisers shall select a third appraiser which shall, within thirty (30) calendar days of appointment, determine the fair market value of the non-cash part of the offer and its determination shall be binding;
- (c) In the event of such appraisal, each Party shall bear its own legal and other costs and shall split the appraisal fees; and
- (d) if the Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from the Franchisee under or pursuant to its rights under this Agreement against any payment therefor.

11.4 Franchisee-owned Restaurant Premises

- (a) In addition to the options described above, if the Franchisee owns the premises, the Franchisor or its authorized person shall have the option, to be exercised at or within thirty (30) calendar days after termination or expiration of this Agreement, to purchase, or to appoint an eligible authorised person to purchase the premises including any building thereon, if applicable, for the fair market value of the land and building, and the furnishings, equipment, signs, fixtures, supplies and inventory therein at the lesser of either, the Franchisee's cost or fair market value (as describe above). The Franchisor, or its authorised person, as the case may be, shall be purchasing assets only and shall be assuming no liabilities whatsoever.
- (b) The Franchisee shall deliver to Franchisor in a form satisfactory to the Franchisor such documents and instruments which Franchisor deems necessary in order to perfect the Franchisor's or the Franchisor's authorised person's title and possession in and to the properties being purchased or assigned to.
- (c) The time for closing of the purchase and sale of the properties described above shall be a date not later than thirty (30) calendar days after the purchase price is determined by the Parties or the determination of the appraisers, whichever is later, unless the Parties mutually agree to designate another date.
- (d) The time for closing on the assignment of the lease described above in Clause 11.2 of this Agreement shall be a date no later than ten (10) calendar days after the Franchisor's exercise of its option thereunder unless Franchisor is also exercising

its options above in which case the date of the closing shall be on the same closing date prescribed for such options, as applicable. Closing shall take place at Franchisor's corporate offices or at such other location as the parties may agree.

- (e) The Franchisee agrees and undertakes that, in the event it continues to operate or subsequently begins to operate any other business, not to: -
- (i) use any reproduction, counterfeit, copy or imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute the Franchisor's and/ or the Owner's rights in and to the Proprietary Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with the Franchisor and/ or the Owner;
 - (ii) disclose or use any Confidential Information or the Know-how related to the System or the Business acquired by the Franchisee during or as a result of this Agreement;
 - (iii) purport to be a franchisee or otherwise associated with the Franchisor and/ or the Owner; and
 - (iv) use any recommendation or reference provided as a result of the Franchisee's work as a franchisee.

11.5 Delivery Up

The Franchisee shall immediately deliver to the Franchisor or a third party as the Franchisor nominates the Operations Manual, records, files, instructions, correspondence, all materials related to operating the Restaurant, signages, including, without limitation, advertising and promotional materials, brochures, agreements, invoices, and any and all other materials relating to the operation of the Restaurant and Business, and all copies thereof (all of which are acknowledged to be the Franchisor's property), and shall retain no copy or record of any of the foregoing, except the Franchisee's business and financial records, and copies of any correspondence between the Parties and any other documents which the Franchisee reasonably needs for compliance with any provision of law.

11.6 Payment

The Franchisee must forthwith pay all sums and amounts due to the Franchisor under the terms of this Agreement or otherwise within thirty (30) calendar days, unless agreed otherwise between the Parties in writing. In the event of termination for any default of the Franchisee, such sums shall include all damages, costs and expenses, including

reasonable attorneys' fees, incurred by the Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of the Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by the Franchisee and on the premises operated at the time of default.

11.7 **Antecedent breaches**

The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either Party against the other in respect of any antecedent breach of any of the terms and conditions of this Agreement.

12. **ASSIGNMENT OF RIGHTS**

12.1 The rights and duties created by this Agreement are personal to the Franchisee. Accordingly, unless otherwise permitted under this Agreement, this Agreement or any part or obligation or right thereof (including the Franchisee's rights in the Business) shall not be sold, conveyed, transferred, assigned, sub-licensed, delegated, sub-franchised or given as security without the prior written consent of the Franchisor, which may be withheld at its sole discretion, or granted subject to conditions. Any such attempt to sell, convey, transfer, assign, sub-license, delegate, sub-franchise, or give as security shall be a material breach of this Agreement by the Franchisee which is incapable of remedy.

12.2 **Sale of Business**

The Franchisee shall not sell, dispose, convey, transfer, assign the Business or any part thereof without the prior written consent of the Franchisor during the Term of this Agreement, which consent may be subject to such conditions as the Franchisor may require, including the following: -

- (a) the Franchisee shall grant the right of first refusal to the Franchisor to acquire the Business upon terms not less favourable to the Franchisor than those which Franchisee intends to offer any third party; and
- (b) in the event that the Franchisor chooses not to acquire the Business, the Franchisee may then sell the Business to a third-party purchaser ("**Assignee**") subject to the following conditions being met: -
 - (i) the Franchisor shall have the right to approve the Assignee of the Business and the Franchisee shall, on the request of the Franchisor, arrange for a meeting between the Franchisor and the potential Assignee, to allow the Franchisor to determine the business experience, financial standing and

- suitability of the potential Assignee;
- (ii) the Franchisee shall not offer sale terms to the Assignee which are more favourable than those first offered to the Franchisor in Clause 12.2(a);
 - (iii) the Franchisee shall not at such time be in breach of any of its obligations under this Agreement;
 - (iv) the Franchisee shall have paid to the Franchisor a transfer fee mutually agreed by both Parties of the transacted purchase price of the Business ("**Transfer Fee**");
 - (v) in addition to the Transfer Fee, the Franchisee or the Assignee shall have paid to the Franchisor a reasonable fee, to be determined at the sole discretion of the Franchisor, as expenses reasonably incurred by the Franchisor in connection with the assignment, including legal and accounting fees, credit and other investigation charges and for time and effort expended in evaluating the Assignee, and the Franchisor's involvement in the process of the transfer of the Business, including evaluation of the terms of the assignment;
 - (vi) if the Franchisor so requires, the Assignee shall enter into a fresh franchise agreement with the Franchisor, in accordance with the terms of the franchise then prevailing, and pay all costs, fees and charges due under such franchise agreement to the Franchisor;
 - (vii) the Franchisee shall provide training to the Assignee in accordance with the training programmes designed by the Franchisor, and the Assignee shall thereafter attend the training programmes to be conducted by the Franchisor;
 - (viii) the Franchisee shall have paid in full any amounts owed to the Franchisor;
 - (ix) if applicable, the lessor of the premises has consented in writing to the Franchisee's assignment or sublease of the premises; and
 - (x) the Franchisee, its directors and shareholders, shall have executed a general release, in a form satisfactory to the Franchisor, of any and all claims against the Franchisor and any company related thereto and the officers, directors, employees and agents of the Franchisor and of any such company.

12.3 The Franchisor's consent to an assignment of the Business under this Clause 12.2 shall not constitute a waiver of any claims it may have against the Franchisee nor shall it be deemed a waiver of the Franchisor's right to demand strict compliance with any of the terms and conditions of this Agreement. In the event that the Franchisor does not approve

of the assignment of the Business, but the Franchisee nonetheless proceeds with the assignment, this shall constitute a material breach of this Agreement by Franchisee which is not capable of remedy, and the Franchisor shall have the option to terminate this Agreement with immediate effect, in which event the Franchisee shall be liable to the Franchisor for loss and damages for repudiatory breach.

12.4 Change in the Franchisee's Shareholding Structure

- (a) The Franchisee undertakes that any proposed change in its shareholding structure shall be subject to the prior written consent of the Franchisor, such consent may be subject to such conditions as the Franchisor may require.
- (b) In the event the Franchisor does not approve of the proposed change in its shareholding structure, but the Franchisee nonetheless proceeds, this shall constitute a material breach of this Agreement by the Franchisee which is not capable of remedy, and the Franchisor shall have the option to terminate this Agreement with immediate effect, in which event the Franchisee shall be liable to the Franchisor for loss and damages for repudiatory breach, including the Liquidated Damages.

12.5 The Franchisor shall have the right at any time, to novate, assign or delegate its rights and obligations under this Agreement and shall give the Franchisee written notice of the Franchisor doing so.

13. **REPRESENTATIONS AND WARRANTIES**

13.1 Each Party hereby represents and warrants to and undertakes with the other Party as follows: -

- (a) it is a corporation duly organized and validly existing under the laws of Malaysia, and has full power and authority to execute and deliver and perform all of its obligations under this Agreement and any other agreements to be executed by it hereunder;
- (b) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (i) to enable such Party lawfully to enter into, exercise its rights and perform and comply with its obligations under, this Agreement and (ii) to ensure that those obligations are legally binding and enforceable have been taken, fulfilled and done;
- (c) this Agreement is, and all other agreements and instruments of such Party contemplated hereby shall be, the legal, valid and binding agreement of such Party, enforceable against such Party in accordance with their terms; and

- (d) the execution, delivery and performance of this Agreement by it will not conflict with any law, order, judgement, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement, instrument or indenture to which such Party is a party or by which any thereof is bound.

14. NO WARRANTY

- 14.1 The Franchisee acknowledges that the Franchisor and/ or the Owner does not give any guarantee or warranty with regard to the Business, the Proprietary Marks or the System (other than as expressly specified in this Agreement) or generally in connection with the sales, volume, profitability or any other aspect of the Business.
- 14.2 The Franchisee acknowledges that it has been advised by the Franchisor to seek appropriate independent legal and financial advice on this Agreement and upon the viability of the Business in the Territory. The decision to enter into this Agreement has been taken solely on the basis of the Franchisee's personal judgment and experience having taken such independent advice. Accordingly, the Franchisee acknowledges that no representation, warranty, inducement or promise, express or implied, has been made by the Franchisor or relied upon by the Franchisee in entering into this Agreement.

15. INDEMNITY AND DAMAGES

- 15.1 The Franchisee shall indemnify, defend, and hold the Franchisor and/ or the Owner harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees), whether arising out of contract, tort (including negligence), or otherwise, that the Franchisor may suffer or incur arising from or relating to: -
 - (a) neglect, default, or breach of duty by the Franchisee, its agents or employees in connection with the operation of the Business;
 - (b) any damage, injury, or death to any person or property occurring at or relating to the operation of the Business;
 - (c) any loss, damage, liability, fees, or costs resulting from the Business, provided such loss or damage is not due to the Franchisor's negligence or willful misconduct;
 - (d) any breach of the terms and conditions of this Agreement, or violations of laws, regulations, or by-laws by the Franchisee or its representatives; and/ or

- (e) any third-party claims, liabilities, or losses suffered by the Franchisor and/ or the Owner due to the Franchisee's use of the Proprietary Marks and/ or System in a manner not expressly authorized by this Agreement.

16. SUB-FRANCHISE RIGHTS

- 16.1 For the avoidance of doubt, the Franchisee is not permitted and does not have the right to sub-franchise or sub-licence the Marks, the Concept, the System, and/or the Business to any third party under this Agreement. The Restaurant must only be operated by the Franchisee solely.

17. ENTIRE AGREEMENT

The Parties acknowledge that the Agreement contains the whole agreement between the parties and supersedes any negotiations or prior agreements on their subject matter. Both Parties confirm that the whole of their negotiations and intentions have been included within the context of this Agreement and it expresses clearly the Franchisor's requirements.

18. WAIVER

Neither the Franchisor's failure to exercise any power given to the Franchisor under this Agreement or to insist upon strict compliance by the Franchisee with any obligation under it, nor any custom or practice of the Franchisee or the Franchisor shall constitute any waiver of any of the Franchisor's rights under this Agreement. Waiver by the Franchisor of any particular default by the Franchisee must be in writing and shall not affect or impair the Franchisor's rights in respect of any subsequent default of any kind by the Franchisee, nor shall any delay by or omission of the Franchisor to exercise any rights arising from any of the Franchisee's defaults affect or impair the Franchisor's rights in respect of the said default or any default of any kind.

19. SEVERABILITY

If any provision of this Agreement is held or interpreted by any court of competent jurisdiction to be illegal or invalid under present or future laws or regulations effective and applicable during the Term, such provisions shall be fully separable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from

this Agreement.

20. FORCE MAJEURE

- 20.1 This Agreement shall be suspended for any period during which the Franchisor reasonably believes that either Party is prevented or hindered from complying with obligations under any part of this Agreement by any cause beyond their reasonable control as the case may be, including but not restricted to strikes, fuel shortages, war, civil disorder, and natural disasters.
- 20.2 If such a period of suspension exceeds one hundred eighty (180) calendar days, then, upon giving written notice to the Franchisee, the Franchisor may require that: -
- (a) all money due to the Franchisor shall be paid immediately; and
 - (b) the Franchisee shall immediately cease operations of the Business until further notice from the Franchisor.

21. NOTICE

- 21.1 Any notice or other communication under or in connection with this Agreement must be in writing in English and must be delivered personally or sent by air courier or by fax to the Party due to receive the notice or communication at its address set out at the beginning of this Agreement or at another address or to a fax number specified by that Party by written notice to the other and a copy of all such notices or other communications must in addition be sent via electronic mail to the email address.
- 21.2 In the absence of evidence of earlier receipt, a notice or other communication is deemed given: -
- (a) if delivered personally, when left at the address referred to above;
 - (b) if sent by air courier, 4 calendar days after posting it;
 - (c) if sent by fax, upon production of a transmission report from the machine that sent the fax indicating that the fax was sent in its entirety to the fax number of the recipient; or
 - (d) if by electronic transmission, upon sending to the addressee unless the sender receives an automated message that the notice or communication has not been delivered.

22. GOVERNING LAW AND SETTLEMENT OF DISPUTES

22.1 Governing Law

This Agreement shall be construed, interpreted and applied in accordance with the laws of Malaysia.

22.2 Dispute Settlement

- (a) The Parties agree that, if there are any disputes, controversy or disagreement arising out of or in connection with this Agreement (“**Disputes**”), the Parties shall first attempt to settle such Disputes amicably by good faith discussion between the Parties within a period of thirty (30) days from the date of first notification of such dispute.
- (b) Should the parties fail to resolve the dispute within the specified period through negotiation, the matter shall then be referred to the courts of Malaysia.

(the remainder of this page is intentionally left blank)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above written.

FRANCHISOR

Signed by)
MA HAI TAO)
(Passport No.: EC4102413))
as the authorized representative for and on behalf of)
YUNIZAIYIQI (BEIJING) FOOD & BEVERAGE)
BRAND MANAGEMENT CO., LTD.)
(Unified Social Credit Code: 91110400MA7GJ8M699))
in the presence of:-

.....
Name:
NRIC No:

.....
Name: MA HAI TAO
Passport No: EC4102413
Position: DIRECTOR

FRANCHISEE

Signed by)
(Name))
(NRIC No.:))
as the authorized representative for and on behalf of)
x SDN. BHD.)
(Company Registration No.))
in the presence of:-)

.....
Name:
NRIC No:

.....
Name:
NRIC No:
Position: DIRECTOR

SCHEDULE 1

NO.	ITEM DESCRIPTION	
1.	FRANCHISOR	<p><u>COMPANY NAME:</u> YUNIZAIYIQI (BEIJING) FOOD & BEVERAGE BRAND MANAGEMENT CO., LTD.</p> <p><u>UNIFIED SOCIAL CREDIT CODE.:</u> 91110400MA7GJ8M699</p> <p><u>COMPANY REGISTERED ADDRESS:</u> ROOM 102, 1ST FLOOR, BUILDING 5, NO.2 JINGYUAN NORTH STREET, BEIJING ECONOMIC-TECHNOLOGICAL DEVELOPMENT AREA, BEIJING (YIZHUANG CLUSTER, HIGH-END INDUSTRY ZONE, BEIJING PILOT FREE TRADE ZONE)</p> <p><u>PERSON IN CHARGE:</u></p> <p><u>EMAIL ADDRESS:</u></p>
2.	FRANCHISEE	<p><u>COMPANY NAME:</u></p> <p><u>COMPANY REGISTRATION NO.:</u></p> <p><u>COMPANY BUSINESS ADDRESS:</u></p> <p><u>PERSON IN CHARGE:</u></p> <p><u>EMAIL ADDRESS:</u></p>

NO.	ITEM DESCRIPTION	
3.	COMMENCEMENT DATE	<p>The Commencement Date of this Agreement shall be the date of opening of the Restaurant or any other later date mutually agreed between the Parties.</p> <p>For the avoidance of doubt, the date of opening of the Restaurant shall not be more than one hundred and eighty (180) days after the signing of this Agreement, unless otherwise approved by the Franchisor in writing.</p>
4.	TYPE OF LICENSE	<p>The type of license granted under this Agreement is non-exclusive.</p>
5.	INITIAL TERM	<p>The Initial Term of this Agreement shall commence on the Commencement Date, unless otherwise specified and shall remain in full force and effect for fixed duration of five (5) years, calculated from the Commencement Date</p> <p>For the avoidance of doubt, the Initial Term of this Agreement shall be _____ to _____ .</p>
6.	RENEWAL TERM	<p>The Franchisee shall have the option, at its sole discretion, to extend the Franchise granted under this Agreement for an additional period of five (5) years.</p>
7.	FRANCHISE RENEWAL FEE	<p>The applicable Franchise Renewal Fee for the Renewal Term shall be determined by the Franchisor and communicated to the Franchisee during the fourth (4th) year of the Initial Term of this Agreement.</p> <p>The Franchisee shall pay the Renewal Fee to the Franchisor within the stipulated period.</p>
8.	FRANCHISE FEE	<p>The Franchisee shall pay the Franchise Fee in the amount of Chinese Yuan Renminbi One Hundred Thousand (RMB100,000.00) in the following manner: -</p> <p>(a) The Franchisee shall remit to the Franchisor a <u>non-refundable</u> deposit portion of the Franchise Fee amounting to Chinese Yuan Renminbi Ten Thousand (RMB10,000.00) to the Franchisor within fourteen (14)</p>

NO.	ITEM DESCRIPTION	
		<p>working days upon securing the tenancy or lease of the approved Location; and</p> <p>(b) The Franchisee shall remit the remaining balance of the Franchise Fee amounting to Chinese Yuan Renminbi Ninety Thousand (RMB90,000.00) to the Franchisor within fourteen (14) working days from the date of execution of the Agreement.</p>
9.	ROYALTY FEE	<p>The Franchisee shall pay a total of <u>non-refundable</u> Three percent (3%) of the monthly Gross Sales to the Franchisor. Such payment shall be due and payable on or before the fifteenth (15th) business day of each calendar month for the Gross Sales earned in the preceding month.</p>
10.	STORE DEPOSIT FEE	<p>Subject always to Clause 5.5 of this Agreement, the Franchisee shall pay a total of Chinese Yuan Renminbi Fifty Thousand (RMB50,000.00) to the Franchisor prior to the execution of the Agreement.</p>

(the remainder of this page is intentionally left blank)

SCHEDULE 2

PROPRIETARY MARKS

Fish With You 鱼你在一期

SCHEDULE 3

TERRITORIAL RIGHTS

1. The Franchisee shall operate the Business and the Restaurant strictly within the designated and approved Location within Territory, as approved by the Franchisor: -

Approved Location:	Lot 3.02.00 Level G (Orange Zone) Pavillion Bukit Jalil, 2, Persiaran Jalil 8, Bukit Jalil 57000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia <i>(for example only)</i>
Territory:	57000, Kuala Lumpur, Wilayah Persekutuan, Malaysia <i>(postcode, state, country)</i> <i>(for example only)</i>

2. The Franchisor shall have the exclusive right to review, adjust, amend, redefine, expand or alter the Approved Location or the Territory, at its sole discretion and without liability to the Franchisee, in any of the following circumstances: -
- (a) the Franchisee fails to achieve or maintain the performance benchmarks, minimum sales thresholds, quality standards, or other requirements as set out in the Franchisor's Standards and communicated to the Franchisee in writing;
 - (b) the Franchisee breaches any material provisions of this Agreement; or
 - (c) there are changes in law, regulatory requirements, governmental directions, licensing limitations, or any circumstances beyond the control of the Franchisor that materially affect the Franchisee's ability to operate lawfully within the Approved Location and/or Territory.
3. The Franchisee hereby expressly acknowledges, agrees, and accepts that: -
- (a) the Franchisor retains full discretion to determine and modify the boundaries, scope, or location of the Territory at any time;
 - (b) the Franchisor shall provide the Franchisee with reasonable written notice in advance of any adjustment or modification of the Territory; and
 - (c) the Franchisee shall not be entitled to claim any compensation, reimbursement,

indemnity, refund, or damages as a result of any adjustment, reduction, or redefinition of the Approved Location and/ or Territory.

SCHEDULE 4

WRITTEN GUARANTEE UNDER SECTION 26 & 27 FRANCHISE ACT 1998

(as per Clause 9 of this Agreement)

WHEREAS pursuant to a Franchise Agreement dated [date] (the “Agreement”) entered into between YUNIZAIYIQI (BEIJING) FOOD & BEVERAGE BRAND MANAGEMENT CO., LTD. (Unified Social Credit Code: 91110400MA7GJ8M699) (the “Franchisor”) and [insert Franchisee Details] (the “Franchisee”), the Franchisor has agreed to grant the Franchisee the right to operate the Business and the Restaurant under and in connection with the System, subject to the terms and conditions set out in the Agreement;

AND WHEREAS it is a condition precedent to the grant of the rights under the Agreement that the Franchisee and each of its Franchisee’s Principals shall execute and deliver this Written Guarantee in favor of the Franchisor upon the signing of the Agreement;

AND WHEREAS the Franchisee and its Principals acknowledge that they will receive or have access to Confidential Information, proprietary materials and other commercially sensitive information of the Franchisor and/ or the Owner which collectively provide the Franchisee and the Franchisee’s Principals with a substantial competitive advantage;

IN CONSIDERATION of the Franchisor granting the rights under the Agreement and disclosing Confidential Information, proprietary materials, and providing training and operational support, the Franchisee and the undersigned Franchisee’s Principals hereby jointly and severally undertake, covenant, and agree that during the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement for any reason whatsoever (“Restricted Period”) : -

1. **Non-Compete Obligation/ Restraint of Trade**

The Franchisee and the Franchisee’s Principals shall not, without the prior written consent of the Franchisor, directly and indirectly, own, operate, manage, engage in, acquire any financial or beneficial interest in (including interest in companies, partnership or firms and joint ventures) and/or become a director for, or an employee of or after any service to or consult with any Competitive Business within and outside the Territory.

2. **Non-Solicitation Obligation**

The Franchisee and the Franchisee’s Principals shall not, without the Franchisor’s written consent, solicit, hire, or attempt to solicit or hire, either on its account or in connection with or on behalf of any other person, form, or company, any of the Franchisor’s employees, contractors, or franchisees away from the Franchisor for any purpose related to any Competitive Business within and outside the Territory.

3. **Confidentiality Obligation**

- (a) The Franchisee shall not divulge or communicate to any person or use for the Franchisee's own purposes or for purposes other than the Restaurant, any of the Franchisor's trade secrets, Know-How or Confidential information the Franchisee may have received or obtained during the Term.
- (b) The Franchisee must use its best endeavours to prevent the publication or disclosure by any other person of any of such trade secrets, Know-how or Confidential Information. This restriction shall apply indefinitely in time and survive the termination of this Agreement but shall not apply to information that has come into the public domain other than by way of the Franchisee's breach.
- (c) The Franchisee shall ensure that all of the Franchisee's employees, affiliates, service providers and vendors ("**Franchisee Entities**") execute an undertaking of confidentiality and non-competition of the same nature and extent as that envisaged under Clause 9 of this Agreement and shall ensure each Franchise Entity's compliance of the same.

4. **Indemnification**

The Franchisee and the Franchisee's Principals shall indemnify and hold harmless the Franchisor from and against any and all losses, damages, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with any breach by the Franchisee and Franchisee's Principals of the obligations under this Written Guarantee.

5. **Breach of Written Guarantee**

In the event of any breach by the Franchisee or the Franchisee's Principals of any of the undertakings provided in this Written Guarantee, the Franchisor shall be entitled to claim liquidated damages from the Franchisee and the Franchisee's Principals, in addition to any other remedies available under law or equity.

EXECUTED as an Undertaking by: -

FRANCHISEE)
(Name))
(NRIC No.)
for and on behalf of (Franchisee Company Name))
(Company Registration No. :)

.....
Name:
NRIC No.:
Designation: DIRECTOR

FRANCHISEE'S PRINCIPALS

Name & NRIC	Signature