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**Office Lease Agreement**

**No.: [SoHD]**

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| --- | --- | --- |
| Unit | : | **[ChiTietMBThue\_MaSoMB]** |
| Premises | : | **[TongDienTichThue]** |
| Level | : | **[ChiTietMBThue\_TangLau]** |

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THIS LEASE is made on the 12th October, 2021

BETWEEN:

|  |  |  |
| --- | --- | --- |
| **THE LESSOR** | : | **BITEXCO WORKPLACE COMPANY LIMITED** |
| Address | : | Level 48, Bitexco Financial Tower, 45 Ngo Duc Ke Street Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam. |
| Enterprise Registration Certificate No | : | 0313331592 |
| Telephone | : | (84-28) 3915 6868 |
| Represented by | : | **Mr. Brian P. G. Cannon** |
| Position | : | Property Management Deputy Director of Bitexco Financial Tower |

And

|  |  |  |
| --- | --- | --- |
| **THE LESSEE** | : | [Cty\_TenCongTy] |
| Address | : |  |
| Enterprise Registration Certificate No | : | [MaSoThue] |
| Represented by | : | [Cty\_NguoiDaiDien] |
| Position | : | [ChucVu\_NguoiDaiDien] |

**LEASE TERMS**

These followings set out the terms on which the Lessor leases the Premises to the Lessee.

1. DEFINITIONS

The following terms as used in this Lease and in the Reference Schedule have the meanings ascribed to them. Other capitalised terms used in these Lease Terms have the meanings ascribed to them in the Reference Schedule:

Building: means the building identified in Item 3 of the Reference Schedule, in which the Premises form the whole, and refers to each and every part of the Building, the parking lot(s), loading area(s), service road(s) and all other areas, the use and enjoyment of which is appurtenant to the Building, whether or not within the structure of the Building.

Common Areas: those areas of the Building (whether or not within the structure of the Building) to be used in common by any of the Lessee, other occupiers of the Building, the Lessor, and those properly authorised or permitted by them so to do, and Common Areas including, but without limitation, any atria, entrance halls, corridors, lobbies, staircases, lavatories, access ways, passages, elevators/lifts, escalators, courtyards, ramps, services areas and other such amenities, but excluding any such parts as may be within the Premises.

Execution Date: means the date that the Parties have executed the Lease.

Expiry Date: means the expiry date of this Lease as described in Item 8 of the Reference Schedule.

Fit-Out Period: means the number of months as set out in Item 20 of the Reference Schedule.

Floor Plan: means the Floor Plan attached hereto as Schedule 3.

Handover Date: means the date as described in Item 19 of the Reference Schedule

Insured Risks: means (so far as cover is ordinarily available) and as the Lessor deems necessary to insure against fire, lightning, aircraft (not being hostile aircraft) and things dropped from aircraft, explosion, riot, civil commotion, malicious damage, storm, tempest, subsidence, flooding and lightening and such other risks.

Lease Commencement

Date: means the commencement date of this Lease as described in Item 7 of the Reference Schedule.

Lease: consists of this Lease and Schedules 1, 2, 3, 4 and 5.

Normal Business Hours: are defined as (excluding Public Holidays as determined by the Socialist Republic Of Vietnam):

Monday to Friday: **08:00 – 18:00**

Saturday: **08:00 – 12:00**

The Lessor reserves the right to amend the Normal Business Hours from time to time with notice the Lessee 30 days in advance

Offer Letter: means the Offer to Lease agreement signed by both parties forming the basis of the commercial terms of this Lease

Parties: means collectively the Lessor and the Lessee and, where the context requires, their respective successors and assignees.

Premises: means the premises as more particularly described in Item 4 of the Reference Schedule and refers to each part of the Premises any and all improvements and additions made thereto, and all fixtures, fittings, appurtenances, structural parts, load bearing framework, roof, foundations, joists and external walls in the Premises and machinery and plant within but not exclusively serving the Premises.

Rent: means the Rent (not including the Service Charge) as set out in Item 11 of the Reference Schedule.

Rent Commencement: means the date that the Rent is payable from as set out in Item 12 of the Reference Schedule.

Security Deposit: means the Security Deposit required to be paid by the Lessee as set out in Item 22 of the Reference Schedule.

Service Charge: means the Lessee's proportional contribution to the general operational costs and expenses for Normal Business Hours from time to time incurred or payable by the Lessor with respect to the Common Areas during the term of this Agreement as further set out in Item 13 of the Reference Schedule and shall include, but shall not be limited to the cost of:

1. the provision of water, power and sewerage supply;
2. air-conditioning supply;
3. refuse removal;
4. landscaping;
5. public toilet cleaning and maintenance;
6. supplies;
7. pest control;
8. equipment required for the services, management and/or administration of the building;
9. all costs associated with The Third Party assigned by the Lessor to manage the Building including but not limited to rent and all costs associated with the space occupied by the entity for its offices and stores, the salaries and benefits of its employees, agents and contractors, its furniture, office equipment, utilities, telecommunications and all other expenses that the entity incurs in discharging its duties to the Lessor for the management of the Building
10. security for the Building;
11. maintenance and cleaning of the Building and the Common Areas including lifts, escalators, and air-conditioning plant serving the Premises and other plant or equipment;
12. complying with the requirements of any governmental, health, licensing or other authority in relation to the Premises.
13. premiums of all Insurance policies as detailed in clause 6.3.
14. all other costs associated with the operation and upkeep of the Building

Site Plan: means the Site Plan attached hereto as Schedule 2.

Term: means the number of months of the Lease as set out in Item 9 of the Reference Schedule.

Total Rent: means the sum of the Rent and the Service Charge as set out in Item 17 of the Reference Schedule.

1. COMMENCEMENT, EXPIRY AND RENEWAL
   1. Term

This Lease shall come into force and effect on the day and year first above-written and, subject to earlier termination under Clause 8 hereof, shall expire at noon on the Expiry Date.

* 1. Renewal

At the time This Lease shall be expired, the Lessee does not have the right to renew the Lease, except to any other agreement in this Lease. In the event the Lessor agrees to extend the rental period, both parties will jointly discussed and reached agreement at that time.

1. THE RENT AND SERVICE CHARGE
   1. Total Rent
      1. The Rent and the Service Charge shall be set out in Item 11 to Item 17 of Reference Schedule. For the avoidance of misunderstanding, the Rent and the Service Charge in Item 11 to Item 17 of Reference Schedule is estimated and will be adjusted in accordance with the index of global currency fluctuation for each payment.

Prior to the end of each financial year, both Parties will sign an Appendix for adjusting the Rent and the Service Charge of that year (as the form mentioned at Schedule 5) in proportion to the Rent and the Service Charge paid by The Lessee.

* + 1. Total Rent to be paid in advance by regular and consecutive quarterly payments for the Total Rent received in the Lessor’s nominated account no later than the last day of the previous quarter to the one the rent falls due in each year during the Term (except the first and last payments which if necessary will be proportionate) subject to Clause 3.2 of the Lease Terms.
    2. All or any charges imposed or levied by financial institutions relating to remittance of any monies due by the Lessee to the Lessor shall be borne by the Lessee including charges by the Lessor’s Bank.
    3. The Lessee shall be liable for VAT at the rate applicable at the time of payment as well as any other taxes, fees, levies or imposts imposed by the National, State or City Governments. For the avoidance of doubt the only tax that the Lessor will be liable is the Property Tax levied on the building.
  1. Rent Commencement

The Lessee will not be required to pay Rent during the fit-out period but is required to pay Service Charge as set out at Item 21, Schedule 1 – Reference Schedule.

* 1. Service Charge
     1. The Lessor is not under any obligation to the Lessee to continue to provide the services for which the Service Charge is levied and may in its absolute discretion vary, extend, alter or add to such services and adjust the Service Charge accordingly if the Lessor considers that by so doing the amenities in the Building may be improved and/or the management of the Building will be more efficiently conducted and/or if the Lessor's expenditure upon such services (including, in particular, utilities charges) increases.
     2. The Lessor shall provide the Lessee written notice with reasonable reasons of amendment for this Service Charge , if any, thirty (30) days in advance
     3. The Lessee shall pay for air conditioning provided to the Premises outside of Normal Business Hours at a rate as described in Item 24 of the Reference Schedule. The Lessor reserves the Right to apply or adjust this charge from time to time.
     4. The Service Charge is based on average occupancy of eight square metres (8m2) per person in Normal Business Hours, in case that average office occupancy density by the Lessee is in excess of this ratio, the Lessor reserves the right to levy extra costs incurred (if any) to reflect the Lessee’s actual use and the Lessee shall be liable to pay for the additional Service Charge.
  2. Rent Review

The Rent will be adjusted in accordance with Clause 3.1.1 of the Lease Terms.

* 1. Interest
     1. The Lessee shall pay interest on so much of the Total Rent and other monies payable under this Lease as remain unpaid seven (7) days after they became due, from the date that they became due until the payment is made to the Lessor.
     2. The Lessee shall pay interest for any period during which the Lessor properly refuses to accept the tender of payment because of a breach of a covenant of the Lessee which has not been remedied.
     3. Any interest payable hereunder shall be at the rate of two percent (2%) per month on the outstanding balance, or the maximum rate regulated by law, whichever is the higher, calculated on a daily basis until full payment of all outstanding amounts and accrued interest thereon has been paid by the Lessee to the Lessor.

1. SECURITY DEPOSIT
   * 1. Within seven (7) days of the signing of the Offer Letter by both parties, the Lessee shall provide the Lessor with the Security Deposit as set out in Item 22 of the Reference Schedule.
     2. The Security Deposit shall at all times amount to the equivalent to three (03) of months set out in Item 22 of the Reference Schedule of Total Rent and payment shall be made by the Lessee to the Lessor forthwith whenever the Security Deposit shall represent less than the required amount.
     3. The Security Deposit shall be retained by the Lessor throughout the lease term free of any interest and shall not, without previous consent in writing of the Lessor, be deemed to be or treated as payment of the Rental and Rent.
     4. Except as otherwise provided in the Lease, the Security Deposit shall be returned to the Lessee on, or subsequent to the termination of this Agreement in the same currency and the amount of that currency in which the Deposit was received by the Lessor , when the Lessee has settled all Total Rent, water, electricity, telephone bills and other expenses as well as any damages and losses (if any) due and payable to the Lessor under this Lease or other Lease(s) or other cause(s), and has produced the receipts thereof to the Lessor or any other evidence satisfactory to the Lessor, and yielded (up) the Premises in good, clean and tenantable condition. Then, the Lessor shall return the Security deposit to the Lessee within thirty (30) days.
     5. If the Lessee has not executed the Lease by the Handover Date (or any subsequent date as agreed by both parties), the Lessee will lose the right to lease the Premises and the Security Deposit paid by the lessee will be forfeited.
2. THE PREMISES
   1. Lessee’s Rights

In consideration of the Total Rent to be paid and the duties and obligations to be performed and observed by the Lessee as provided in this Lease, and on the terms and subject to the conditions of this Lease, the Lessor hereby leases to the Lessee, and the Lessee hereby accepts a lease from the Lessor of the Premises free and clear of all liens, together with all the following easements, rights and privileges:

* + 1. Full right and liberty in connection with the use and quiet enjoyment of the Premises for the Lessee, its customers, contractors, suppliers, employees, invitees and licensees subject always to the terms and conditions of this Lease and the Building Regulations..
    2. The right of passage of electricity, water, soil, drainage, air, smoke or other effluvia to and from the Premises through the gutters, pipes, sewers, drains, wires, telephone and telegraph cables, mains, gullies, channels, ducts, flues, conduits and watercourses (if any) passing along, through or over, upon or under the Premises.
    3. The right of access over internal roadways and walkways at all times to the Premises.
    4. All easement, rights and privileges over and from the adjacent areas and buildings for the benefit of the use of the Premises.
  1. Lessor’s Rights

The lease of the Premises by the Lessor to the Lessee is always subject to the following:

* + 1. The Lessor has full right and liberty at all reasonable times during the term of this Lease after giving reasonable written notice to the Lessee (except in the case of an emergency where no notice is required) to enter upon the Premises with or without appliances and workmen and others to view the state and condition of the Premises and to repair and maintain and clean, alter, renew, remove or install such gutters, pipes, sewers, drains, wires, conduits, ducts, flues and watercourses (if any) serving the Building, to alter, maintain or repair the Building or the adjoining premises or property of the Lessor; to comply with an obligation to any third party having legal rights over the Building and the Premises, in exercise of a right or to comply with an obligation of repair, maintenance or renewal under this Lease; or in connection with the development of the remainder of the Building or any adjoining or neighbouring land, buildings or premises, including the right to build on or into or in prolongation of any boundary wall of the Premises, without payment of compensation for any nuisance, annoyance, inconvenience or damage caused to the Lessee, subject to the Lessor (or other person so entering) exercising the right in a reasonable manner and making good any damage caused to the Premises without unreasonable delay. The persons exercising such rights should ensure that inconvenience is limited in so far as is practicable and that access to the Premises is not in so far as is practicable unduly obstructed.
    2. The Lessor having the absolute right to exercise any powers that may be granted to it by government and local laws and regulations.
    3. The Lessor has full right and interest in and to the free and uninterrupted passage of water, soil, gas, air, drainage, electricity, telephone and any other service or supply through any pipes or cables now or hereafter existing in, under or upon the Premises.
    4. The Lessor has full right, title and interest in and to existing pipelines, utility lines, equipment, fixtures and other property which are located in, under, upon or over the Premises together with easements and right of way in, upon, across, over and under those portions of the Premises on which these pipelines, utility lines, equipment, fixtures and other property are located, for the purpose of their maintenance, operation, repair, replacement, construction and use. The persons exercising such rights should ensure that inconvenience is limited in so far as is practicable and that access to the Premises is not in so far as is practicable unduly obstructed. It being understood among the Parties hereto that the Lessor's reservations are not intended to preclude the Lessee from using and/or occupying the surface of the reservations lying within the Premises.
    5. The Lessor has easement and right of way upon, over, under, across and in the Premises and the easements for the purposes of exercising any and all of the Lessor's rights and performing any of the Lessor's obligations under this Lease.
    6. The exceptions and reservations by the Lessor are for the benefit of itself, its successors and assignees, and all persons holding under or through the Lessor provided however that the Lessor, in its exercise of its rights to, in and under any such reservations, shall not cause or allow to be caused damage to, and shall not allow anyone to materially interfere with, the Lessee’s Permitted Use of the Premises.

1. THE LESSOR’S COVENANTS

Subject to the Lessee paying the Total Rent and other sums hereby reserved in the manner and at the times required under this Lease and performing and observing the covenants and conditions on the part of the Lessee to be observed and performed for the duration of the Lease Period, and subject to its best endeavours, the Lessor covenants with the Lessee as follows:

* 1. Quiet Enjoyment

The Lessor shall permit the Lessee to peaceably hold and quietly enjoy the Premises for the duration of the Term.

* 1. Utilities

Subject always to Clause 7.3, the Lessor shall provide the infrastructure to enable connection of the Premises to electricity, water, telephone and telecommunications. For the avoidance of doubt, the Lessor shall not be obliged to provide an uninterrupted power supply (“UPS”) under this Clause 6.2. Any connection to and supply of a UPS and other additional utilities will be the subject of a separate agreement between the Lessor and the Lessee.

* 1. The Lessor’s Insurance Obligations
     1. The Lessor agrees with the Lessee to maintain:
        1. current insurance against damage or destruction by Insured Risks to the extent that such insurances may ordinarily be arranged for properties such as the Building with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require.
        2. Public Liability insurance in respect of liability to all persons lawfully using the Common Areas.
        3. not to do or omit to do anything that could cause any policy of insurance on or in relation to the Building to become void or voidable wholly or in part;
        4. to keep the Building supplied with such fire fighting equipment as the insurers and the relevant fire authority may together reasonably require.
  2. Maintenance and Repair

The Lessor shall keep the exterior of the Building, the Lessor’s fixtures and fittings and the Common Areas clean and in good repair and condition (fair wear and tear excepted).

1. THE LESSEE’S COVENANTS

For the duration of the Term, subject to earlier termination, the Lessee covenants with the Lessor as follows:

* 1. Payment of Total Rent
     1. The Lessee shall pay without demand from the Lessor the Total Rent reserved by this Lease free from any deductions and rights of set-off whatsoever, at the times and in the manner set forth in Clause 3.1.2. For the avoidance of doubt, the Lessor will issue invoices and hand over to the Lessee within seven (07) working days from the payment received by the Lessor.
     2. The Lessee shall pay without demand from the Lessor any and all other amounts payable to the Lessor, if any, under this Lease at the times and in the manner specified in relation to each such item.
     3. The Lessor reserves the Right to allocate any payments received against any debts owed by the Lessee at time of receipt of payment
  2. Licences

The Lessee shall obtain, pay without demand from the Lessor for and maintain throughout the Term, all licences issued by the Lessor and/or its associate entities required to permit the Lessee to undertake the Permitted Use in the Premises and shall pay and discharge all rates, taxes, assessments, duties and charges assessed or imposed upon or payable by the Lessor or the Lessee in respect of the Premises. The Lessee shall follow al requirements of the Fire Police

* 1. Utilities

The Lessee shall pay all charges in respect of any telephone, facsimile or other communication service costs and the consumption charges from the Handover Date for any electricity, water and sewerage connected to and consumed at the Premises and all charges imposed directly by any utility or authority for the supply of any of these services to the Premises. In the event that facilities are provided to the Lessee directly by the Lessor, the Lessee shall settle any such consumption or usage charges within five (5) days of notification to do so by the Lessor. In the case of utility services paid through the Lessor, a 5 (five) percent levy will be applied to reflect utility loss and administration cost. For the avoidance of doubt, the Lessee shall be responsible for all costs associated with connecting the Premises to any distribution or access point for any services to be supplied by any utility or authority.

* 1. Maintenance and Repair
     1. Throughout the Term The Lessee shall substantially repair, maintain and clean the Premises and all the Lessee’s fixtures and fittings therein and keep the same in good and substantial repair and decoration, maintained and in clean condition and in compliance with all health, safety, environmental and safety regulations and shall promptly replace at its own cost any Lessee’s fixtures or fittings which become worn out, lost, unfit for use or destroyed by substituting other fixtures or fittings of a like or more modern nature and of a quality at least as good as those being replaced.
     2. The Lessor reserves the right to appoint the cleaning contractor to perform the obligations under this Clause 7.4 so long as such appointment is reasonable.
  2. Fit out
     1. The Lessee, at the Lessee’s expense, shall have the right, following the provision of all relevant documentation including, but not limited to, relevant work contracts, detailed designs, drawings, written plans, government approvals, specifications and schedules as required by the Lessor and after obtaining the Lessor’s written consent so to do to fit out, remodel, redecorate and make additions, improvements and replacements of and to all or any part of the Premises from time to time as the Lessee may deem desirable, provided the same are made in a workmanlike manner and utilising good quality materials. The Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installation in and upon the Premises, and fasten the same to the Premises.
     2. All such works as described in Clause 7.5.1 shall be undertaken outside normal working hours in the Building.
     3. In respect of all works in the Premises, the Lessee shall ensure that the Common Areas are kept clean, tidy and clear of obstructions at all times and that promptly upon completion of such works, all debris, waste and other refuse is removed from the Building in accordance with the instructions of the Lessor
     4. There shall be no attachment, fastening or glueing to the inside of the facade of the building, the metal wall components nor on the Lessor’s cover plates of the gap between the façade and the Building’s floors. In particular the Lessee shall not terminate any dividing partitions directly on the façade and/or its components without sufficient provision of a suitable material between the façade and the end of the partition.
     5. The Lessee will always follow building guidelines.
  3. Lessee’s Insurance Obligations
     1. To maintain current insurance for the following
        1. Property Insurance to the full value of the Lessee’s assets including stocks, furniture and fittings;
        2. Public Liability Insurance, the sum insured being a minimum Twenty three billion Vietnamese Dong (VND 23,000,000,000.00) for any one loss;
        3. Workers’ Compensation for the Lessee’s staff.
        4. Contractors’ All Risks Insurance relating to the execution of the Lessee’s initial fitout works and any subsequent refurbishment or alteration thereafter

Each insurance policies required herein shall contain or be endorsed to contain a waiver of all rights of subrogation against the Landlord

* + 1. not to do or omit to do anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part
    2. to keep the Premises supplied with such fire fighting equipment as the insurers and the relevant fire authority may together require;
    3. Not to store or bring on to the Premises any article substance or liquid of a combustible inflammable or explosive nature.
    4. To maintain clear, unimpeded and suitably marked escape routes from any part of the Premises to at least two of the floor’s Fire Escape stairs.
    5. The Lessee prior to taking over the Premises shall submit to the Lessor’s inspection copies of all the policies required under this Lease and shall, without demand, furnish evidence of renewal of such policies as they fall due throughout the term of the Lease.
  1. The Lessor’s Right of Inspection and Right to Repair

If any breach of covenant, defects, disrepair, removal of fixtures or unauthorised alterations or additions are found on inspection of the Premises pursuant to the Lessor’s rights of inspection and right to repair under Clause 5.2.1, then on notice from the Lessor, the Lessee shall execute to the reasonable satisfaction of the Lessor, all repairs, works, replacements or removals required within one (1) month (or sooner, if necessary) after the receipt of such notice. If the Lessee fails to comply with any such notice, the Lessor may itself or by its workers, employees or agents enter the Premises and execute all necessary or desirable repairs, works, replacements or removals. The Lessee shall pay to the Lessor on demand all expenses, including the Lessor’s administrative costs, so incurred.

* 1. Hand Over and Repair at the End of the Lease Period

On the Expiry Date or earlier termination of this Lease:

* + 1. The Lessee shall quietly vacate and hand over the Premises fully reinstated as per Clause 7.10.3.
    2. The Lessee shall remove from the Premises all the Lessee’s belongings, including without limitation, any and all notice boards and signs bearing the name of or otherwise relating to the Lessee or its business.
    3. The Lessee shall repair to the satisfaction of the Lessor all damage to the Premises and the Building resulting from the removal of any of the Lessee’s belongings from the Premises.
    4. The Lessee shall settle all final utility bills including but not limited to where pertinent: water, electric and gas bills and forward copies of the final settlements to the Lessor.
    5. If the Lessee fails to vacate the Premises, the Lessee shall pay all costs associated with removal of the Lessee, including but not limited to legal fees, lost rent, lost profits plus an unconditional yield-up of one-hundred and fifty percent (150%) of the daily rental value for each day that the Lessee fails to vacate the premises after the termination of the Lease. Such payment shall cease on the day that the Lessee has vacated the Premises and the Lessor has inspected and has agreed to receive the Premises.
  1. Repairs and Defects

On becoming aware of any defects in the Premises or the Building, the Lessee shall promptly give written notice of any and all such defects to the Lessor.

* 1. Alterations
     1. The Lessee shall not make any alterations or additions to, or affecting the structure or exterior of, the Building, or the appearance of the Premises as seen from the exterior.
     2. The Lessee shall not install or erect any exterior lighting, shade, canopy or awning or other structure in front of or elsewhere outside the Premises.
     3. On the expiry or earlier termination of this Lease, the Lessee shall, at the Lessee’s cost and expense, reinstate the Premises to the standard conditions of the Lessor in which they were in at the grant of this Lease, such reinstatement to be carried out and completed prior to the date of termination and or expiry of this Lease and to the reasonable satisfaction of the Lessor or the Lessor’s representative. The provisions of Clause 7.8.5 will apply should the Premises not be reinstated to the Lessor’s reasonable satisfaction by the Expiry Date or earlier termination.
     4. The Lessee shall procure that any alterations or additions to the Premises permitted by the Lessor be carried out only by a contractor approved by the Lessor (such approval not to be unreasonably withheld). The Lessor may levy, at its sole discretions, refundable deposit(s) on the Lessee to ensure that the Lessee’s contractors and agents comply with the Building’s Fitout Guide and the Building’s regulations during the execution of such additions and alterations.
     5. At all times during the course of any work in connection with any alteration all such works and alterations shall immediately become subject to the terms of this Lease.
  2. Assignment and Subletting
     1. The Lessee will not be permitted to sublease all or part of the Lease Area and not assign the Lease Agreement without the prior written consent of the Lessor. In this case, the Lessor shall have the right to refuse to grant approval by their sole authority.
  3. Permitted Use
     1. The Lessee shall not use the Premises other than for the purposes of the Permitted Use as stated in Item 6 of the Reference Schedule.
     2. The Lessee shall conduct its business in the Premises in a professional manner, with proper decorum and to the highest ethical standards befitting the international standards set by the Lessor for its activities, and shall upon receipt of any notice from the Lessor so to do, promptly cease any practice or conduct that the Lessor reasonably deems to be inappropriate or improper in the Premises.
     3. The Lessee shall at all times keep the interior of the Premises, where it is visible from the exterior of the Premises, attractively laid out and furnished and keep the windows of the Premises clean and adequately and attractively dressed to the reasonable satisfaction of the Lessor.
     4. The Lessee shall ensure that its employees shall at all times while in the Premises be cleanly and neatly dressed and shall conduct themselves in a professional and business like manner.
     5. The Lessee shall not use the Premises in order to conduct certain types of business or events that shall, in the sole opinion of the Lessor, cause undue disturbance or interfere with the quiet enjoyment of other premises in the Building or the Building’s Common Areas. The Lessor reserves the right to immediately and without any recourse from the Lessee demand that the Lessee ceases and desists from any such unauthorised or restricted uses. Such restricted uses include but are not limited to Public Auctions, prize draws, lotteries, ceremonies or functions open to the general public or any other event that may, in the sole opinion of the Lessor, draw large crowds to the building.
  4. Restrictions on the Use of the Premises
     1. The Lessee shall not erect, use or install on the Premises any engine, furnace, plant or machinery which causes noise, fumes or vibration which can be heard, smelled or felt outside the Premises.
     2. The Lessee shall not store on the Premises any flammable, explosive or combustible substance and any altar, lighting of incense sticks and candles are strictly not allowed to be used at the Premises in any time.
     3. The Lessee shall not use the Premises for any noxious, noisy or offensive trade or business nor for any illegal or immoral act or purpose.
     4. The Lessee shall not do anything on the Premises, which may be or grow to be a nuisance, annoyance, disturbance, inconvenience or damage to the Lessor or its other tenants of the Building, or to the owners, tenants and occupiers of adjoining and neighbouring properties.
     5. The Lessee shall not load or use the floors, walls, ceilings, or structure of the Premises or the Building so as to cause strain, damage or interference with the structural parts, load bearing framework, roof, foundations, joists and external walls of the Building.
     6. The Lessee shall not overload the elevators/lifts, electrical installations or gutters, pipes, sewers, drains, wires, telephone and telegraph cables, mains, gullies, channels, ducts, flues, conduits and watercourses (if any) in the Premises and/or the Building.
     7. The Lessee shall not do or omit to do anything which may interfere with or which imposes an additional loading on any ventilation, heating, air conditioning or other plant or machinery serving the Building or the Premises.
     8. The Lessee shall not allow any person to sleep in the Premises nor to use the Premises for residential purposes including cooking in any manner.
     9. The Lessee shall not at any time place in the Common Areas any goods, pallets, trade empties, rubbish or other obstruction.
     10. The Lessee shall not place leave or install any articles, merchandise, goods or other objects in front of the Building, or elsewhere outside the Premises.
  5. Advertisements and Signs

The Lessee shall not place or display on the exterior of the Premises or the Building or on the windows or inside the Premises so as to be visible from the exterior of the Premises, any name, writing, notice, sign, illuminated sign, display of lights, placard, poster sticker or advertisement other than:

* + 1. Such notices as the Lessor may in its sole discretion approve in writing; and
    2. The name of the Lessee on or near the entrance doors of the Premises in a style and manner approved or required by the Lessor.
    3. The Lessee is not permitted without the prior express permission of the Lessor to use the Building’s name, image or logo in any publication, advertisement, promotion or event. The Lessee is required to submit all proposed material, sufficient to satisfy the Lessor as to the intent and content of the proposed use, prior to the Lessor considering whether such use may be permitted and, in the event of such permission granted by the Lessor, shall ensure that any limits, restrictions or specific language required by the Lessor is adhered to by the Lessee’s staff, its contractors and agents.
  1. Loading and Deliveries
     1. The Lessee shall not load or unload vehicles except in the servicing areas or loading bays provided for such purpose.
     2. The Lessee shall not cause any obstruction in or around the Building.
  2. Pest Control
     1. The Lessee shall at its expense and to the satisfaction of the Lessor undertake all necessary precautions to ensure that the Premises remain at all times free of rodents, insects, vermin, pests and other animals and disease and shall, if necessary or instructed so to do by the Lessor, employ and pay pest exterminators approved by the Lessor to treat the Premises.
     2. The Lessor reserves the right to appoint the pest control contractor to perform the obligations under this Clause 7.16.1 so long as such appointment is reasonable.
  3. Compliance with Statutes
     1. The Lessee shall comply in all respects with the provisions of all statutes, ordinances, proclamations, orders, rules, by-laws, regulations for the time being in force and requirements of any competent authority relating to the Premises, or anything done in or on them by the Lessee, and to keep the Lessor indemnified against liability in consequence of the Lessee’s failure to comply with them.
     2. In particular, but without affecting the general operation of the above, the Lessee shall comply with all requirements under any present or future statutes, ordinances, proclamations, rules, orders, by-laws or regulations as to the use or occupation of or otherwise concerning the Premises.
  4. Compliance with Planning and Environmental Requirements
     1. The Lessee shall perform and observe the requirements of statutes and regulations relating to planning and environmental protection applying to the Premises, and to obtain any development or other consent, permit or licence by reason of the development or manner of use of or on the Premises by the Lessee.
     2. The Lessee shall keep the Lessor indemnified against liability by reason of the Lessee’s failure to obtain any requisite development or other consent, permit or licence, or not complying with the requirements of statutes and regulations.
  5. Indemnification
     1. The Lessee indemnifies and shall keep the Lessor indemnified against liability in respect of any accident, loss or damage to person or property in or on the Premises.
     2. The Lessee indemnifies and shall keep the Lessor and/or the third parties indemnified against liability of the Lessor to third parties by reason of breach by the Lessee of its obligations in this Lease.
     3. The Lessee indemnifies and shall keep the Lessor indemnified from any and all claims, proceedings, and for all costs, losses, expenses and damage incurred or suffered by the Lessor as a consequence of the earlier termination of this Lease or any behaviour or operation or other faults of the Lessee which effects to the Lessor including but not limited to the direct or indirect faults of the Lessee or from any third party’s behaviour arising from the Lessee’s faults.
  6. Expenses of the Lessor

The Lessee shall pay to the Lessor on demand all expenses (including lawyer’s fees and administrative costs) incurred by the Lessor in the recovery or attempted recovery of arrears of Rent, Service Charge or any other dues that become payable by the Lessee under the terms of the Lease.

* 1. Re-letting of the Premises

The Lessee shall permit all persons authorised by the Lessor or its agents to view the Premises at reasonable hours without interrupting the Permitted Use, in connection with any re-letting of the Premises.

* 1. Building Rules

The Lessee shall comply with any rules of the Building as adopted or amended by the Lessor from time to time and will cause all of its agents, employees, invitees and visitors to do so. Any changes to such rules will be notified in writing by the Lessor to the Lessee.

* 1. Security

The Lessee shall use its best endeavours to protect and keep safe the Premises and any property contained therein from theft or robbery. The Lessee shall observe the Lessor's security procedures and rules and yield to any requests or demands from the Building’s Security as they affect the Security and safety of the Building and its occupants.

The Lessee is liable to provide a backup key to the Premises which the Lessor will keep securely in a sealed envelope to access into the Office of the Lessee in case of an emergency, to prevent and/or reduce the impact of a possible explosion, fire, water leak, technical problems or other case of force majeure which would cause danger or damage to the Premises of the Lessee as well as the Building. The Lessor, its employees will act in a professional manner to mitigate any damage caused and will not take any liability for damage caused to the Lessee by the incident provided that the Lessor performs their responsibility appropriately for the above purpose of emergency or force majeure event.

The Lessee will not to hire any staff or contractor staff with a criminal record or affected by a court order. In case that the Lessee breaks this provision, the Lessee shall be considered in breach of the Lease Agreement. Accordingly, The Lessee indemnifies and shall keep the Lessor indemnified from any and all influence to the Lessor’s reputation and any claims and for all costs, losses, expenses and damage incurred or suffered by the Lessor as a consequence of the Lessee’s breach of the Lease Agreement. Concurrently, The Lessee will immediately dismiss the employee or contractor staff breaching this Article. Otherwise, the Lessor has the right to suspend all activities in the Premises, stop providing the basic services (such as air conditioning, water, electricity) relating to the Leased Area and expelling from the Building any employee or contractor staff of the Lessee who is in breach as mentioned in this Article.

* 1. Clearance of Rubbish

The Lessee shall not allow any accumulation of rubbish on the Premises or the Common Areas and shall ensure at all times that garbage and refuse from the Premises is removed to such locations as specified by the Lessor, and to use only that type of refuse container provided by the Lessor from time to time. The Lessee shall ensure that all kitchen and domestic garbage is sealed in polythene garbage bags before consignment. In the event of default by the Lessee the Lessor will remove such garbage at the Lessee's cost. The Lessee shall not transport rubbish by means of the passenger lifts.

* 1. Banned Broadcasting Devices

The Lessee shall not erect, place or use outside the Building or on the roof of the Building any radio, television or television aerial, antenna or satellite dish or any loudspeakers, screens or similar devices, or equipment without the consent of the Lessor nor use or permit to be used any radio, gramophone, television or other like media or equipment likely to be heard from outside the Building, or broadcast any audio or video transmission.

1. THE LESSOR ’S RIGHTS TO STOP PROVIDING SERVICES AND TERMINATION RIGHT
   1. The Lessor’s right to stop providing Services.

The Lessor may immediately stop providing services at the Lease Premises by written notice to the Lessee if the Lessee does not pay any part of the Rent, or any amount of money due under this Contract within fifteen (15) days from the due day of payment.

* 1. Termination Prior To Expiry Date
     1. This Lease may be terminated prior to the Expiry Date by the Lessor where:
        1. any sum due under this Lease remains unpaid for thirty (30) days after becoming due for payment (whether or not formally demanded); or
        2. the Lessee is otherwise in breach of the terms of this Lease (other than for unpaid monies) and this breach has not been remedied within thirty (30) days of written notification or any relapse by the Lessor of the breach; or
        3. An event of insolvency occurs in relation to the Lessee or any guarantor of the Lessee.; or
        4. The Lessee has assigned or sublet the Premises in any manner whatsoever in breach of Clause 7.11; or
        5. The Premises become vacant or deserted for a period of 30 days or more, and the Lessee is not traceable or leaves the country without notifying the Lessor and the Lessor is satisfied in the circumstances that the Premises has been abandoned.
     2. The expression “an event of insolvency” in Clause 8.2.1 includes:
        1. In relation to a company or other corporation which is the Lessee or a guarantor the inability of the company to pay its debts, entry into liquidation either compulsory or voluntary (except for the purpose of amalgamation or reconstruction), the passing of a resolution for its winding up, the making of a proposal to the company and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the application to any court for an administration order, and the appointment of a receiver or administrative receiver; and
        2. In relation to an individual who is a guarantor the presentation of a bankruptcy petition, the making of a proposal to his creditors for a composition in satisfaction of his debts or a scheme of an arrangement of his affairs, the application to any court for an interim order, and the appointment of a receiver or interim receiver.
        3. The Lessor’s termination of this Lease and/or the Lessor’s right to possession of the Premises shall not, under any circumstances, abrogate the Lessee’s obligation under this Lease to pay the Rent, the Service Charge and any other monies due hereunder for the full term of the Lease. Such payments shall continue until such time as a new Lessee is found to occupy the Premises. All the costs associated with securing the new Lessee including but not limited to advertising costs, agent’s fees, incentives given by Lessor etc. shall be to the account of the Lessee who shall also be responsible to pay to the Lessor any shortfall in Rent, Service Charge or other monies due for the balance of the term of this Lease.
  2. Consequences Of Termination

In case this Lease is terminated prior to Lease Expiry Date, then all sums paid by the Lessee to the Lessor (include Security Deposit) shall be forfeited and the Lessor (or its authorised agent) shall have the lawful right and entitlement to enter the Premises and repossess the Premises and take possession of all property therein and to let the Premises to others and dispose of such property found in the Premises in such a manner and at such a price as the Lessor deems fit. In addition the Lessee immediately becomes liable for payment of any unpaid amounts including (but not limited to) Rent, The relevant Service Charges and any sums that the Lessor may choose to expend in reinstating or refurbishing the Premises to improve the marketability of the Premises to another Lessee.

1. FORCE MAJEURE

9.1.1 Any failure or delay in the performance by any of the Parties of its obligations under this Lease shall not constitute a breach hereof or give rise to any claim hereunder if, to the extent that it is caused by occurrences beyond the control of the party affected including, but without limiting the generality of the foregoing, to acts of governmental authority, acts of God, strikes or concerted acts of workmen, wars, riots, rebellion, insurrection, sabotage, transportation embargoes, rules, regulations, orders or directives of any government or any state, sub-division, agency thereof or the order of any court of competent jurisdiction (“Force Majeure”).

9.1.2 The Party whose performance of obligation hereunder is affected by such event of Force Majeure (“Affected Party”) shall:

* + - 1. Apply all the necessary measures to minimize the effect of the event of force majeure.
      2. Inform the other Party immediately, (or in case of failure to immediately inform, it should be no later than three days) of an event of Force Majeure indicating all its best efforts to mitigate the effect of such event of Force Majeure.
      3. Failure to strictly comply with the foregoing requirement by the Affected Party may be considered as a breach of this Lease.

9.1.3 In case of Force Majeure, the duration of this Lease shall be extended to an additional period equivalent to the time of such event of Force Majeure during which the Affected Party could not perform its obligations hereunder. If after three (03) consecutive months from the date of such event of Force Majeure, the Affected Party could not remedy, any Party shall be entitled to terminate and liquidate this Lease.

9.1.4 Notwithstanding any of the foregoing the Lessee should still be liable for Rent, Service charge and any other fees and charges due under this Lease if the Lessee is able to occupy and operate from the Premises

1. DAMAGE DESTRUCTION OR RESUMPTION
   1. Damage Or Destruction
      1. If the Premises or the Building or both are damaged or destroyed by any of the Insured Risks, and as a result the Lessee cannot access the Premises leads to diminish the Lessee’s ability to use the Premises, the Lessee may request the Lessor to repair the damage. Meanwhile the Lessee must continue to use any part of the Premises that is useable, safe and accessible, and to perform its covenants under the lease as far as possible.
      2. If the Lessor does not re-build the Building or the Premises within a reasonable time after the Lessee asks, the Lessee or the Lessor may end the lease by notice to the other.
      3. The Lessor must reduce the Lessee’s rent by a reasonable amount depending on the type and extent of the damage or destruction that causes for the Lessee’s loss until the Premises are again fit for use or the lease is ended.
      4. The Lessor is not liable to pay the Lessee compensation if the Premises or the Building are damaged or destroyed or if the lease is ended as a result.
   2. Resumption

If a competent authority resumes the Premises or the Building, and this makes the Premises unfit for use, then the Lessee or the Lessor may end the lease by notice to the other. The Lessor is not liable to pay the Lessee any compensation.

1. GENERAL PROVISONS
   1. Handover
      1. On the Handover Date, the Lessor will grant the Lessee access to the Premises for the purposes of fitting out the Premises in accordance with the Lease Terms.
      2. The Lessor’s Fit-out to the Premises will be provided free of charge upon the Handover Date (and/or for some facilities during the Fit-out Period) and include; to the Lessor’s standards:
         1. External gypsum plaster painted walls.
         2. Fitted acoustics fibre board suspended ceiling.
         3. Fitted diffusers as well as first time installation of lighting.
         4. FCU Air Conditioning equipment to deliver an office temperature of 23 degrees Celsius, plus/minus 1 degree Celsius, based on an open plan layout with use of blinds.
         5. Concrete floor ready for Lessee screeding.
         6. Timber decorative trimming and high quality roller blinds.
   2. Fit Out
      1. During the Fit Out Period, Lessor and Lessee will comply with all terms and conditions of the Lease.
      2. During the Fit Out Period, the Lessee will be responsible for the Service Charge as described in the Reference Schedule as if the Fit Out Period was part of the Term and payable in accordance with Clause 3.1.2.
      3. Any fit-out work at the Premises, subject to the prior written approval of the Lessor of the scope of the proposed works and following all conditions of the Building Fit-out Guide. Any fit-out work and any changes or additions from the Lessor's standard design and provisions at Leased Area including air conditioning and electrical systems due to the size and design of the Premises will be paid by the Lessee
   3. Relocation Clause

If the Lessor is refurbishing, renovating, re-mixing, expanding or decreasing the commercial areas during the term of the lease, the Lessor may request the Lessee to relocate to alternative premises within BITEXCO FINANCIAL TOWER upon the Lessor’s allocation either temporarily or permanently. The cost associated with this relocation will be at the expense of the Lessor. The Lessee shall not be entitled to any compensation other than that mentioned above for the cost of relocation. In case the Lessor requests the Lessee to relocate to alternative premises within BITEXCO FINANCIAL TOWER permanently and the Lessee does not accept the proposed alternative location, the Lessee reserves the right to terminate the Lease Agreement without the loss of any Deposit and without prejudice to any rights of the Lessor in respect of any outstanding breach of the Lessee,. Any such notice of termination shall provide for a maximum of 30 calendar days from the date of service of the notice for the Lessee to vacate the Premises.

* 1. Adjoining Property
     1. The Lessor may deal as it thinks fit with other property adjoining or proximate to the Premises belonging to the Lessor, and may erect or permit to be erected on such property any buildings or other structures.
     2. The Lessor may at all times, without obtaining any consent from the Lessee, alter, reconstruct or modify in any way whatsoever, or change the use of, the Common Areas so long as proper means of access to and egress from the Premises are afforded and essential services are maintained at all times.
  2. Building Improvements

The Lessor shall have the right from time to time, for the purpose of the development and overall interest of the Building to improve, extend or in any manner whatsoever alter or deal with the Building and make any modification or changes provided that in exercising such right the Lessor will endeavour to cause as little inconvenience to the Lessee as is practicable in the circumstances. In the event that the Lessor deems it necessary to relocate the Lessee from its Premises the Lessor shall provide at its own cost alternative premises complete with fittings of an equivalent standard to those in the Lessee's Premises. The Lessee accepts that the Lessee shall have no right of compensation for such relocation other than these provisions.

* 1. Competition

Nothing within this Lease or in any of the negotiations leading up to this Lease is to be construed as an undertaking or promise by the Lessor to restrict in any way the letting of any other building or premises of the Lessor to direct or indirect competitors of the Lessee.

* 1. Arbitration of Disputes between Lessees

In the event of any dispute or disagreement arising between the Lessee and any other tenants and/or occupiers of the Building or any adjoining or neighbouring property belonging to the Lessor relating to the gutters, pipes, sewers, drains, wires, telephone and telegraph cables, mains, gullies, channels, ducts, flues, conduits and watercourses (if any) serving, or easements or rights affecting, the Premises, the Building or any adjoining or neighbouring property, the dispute or disagreement shall be determined solely by the Lessor with any such determination being final and binding to the Lessee.

* 1. Exemption from Liability in Respect of Services

The Lessor shall not be liable to the Lessee for any loss, damage or inconvenience, which may be caused by reason of:

* + 1. temporary interruption of services during periods of inspection, maintenance or repair; or
    2. breakdown of or defect in any plant and machinery, services or gutters, pipes, sewers, drains, wires, telephone and telegraph cables, mains, gullies, channels, ducts, flues, conduits and watercourses (if any) in the Premises, the Building or any neighbouring or adjoining property; or
    3. events beyond the reasonable control of the Lessor.
  1. Compensation for Disturbance

The Lessee is not entitled to terminate this Lease, quit the Premises or to claim from the Lessor any compensation for disturbance unless and to the extent that any statutory right to compensation precludes the operation of this provision.

* 1. Removal of Lessee’s Property
     1. If, after the Lessee has vacated the Premises following the Expiry Date or earlier termination of this Lease, any property of the Lessee remains in the Premises and the Lessee fails to remove it within three (3) days after being requested in writing by the Lessor so to do, the Lessor may, as the agent of the Lessee, sell such property and hold the proceeds of sale, after deducting the costs and expenses of removal, storage and sale reasonably and properly incurred by it, to the order of the Lessee. Should the Lessor be unable to sell such property and has to dispose of it then all costs associated with such disposal shall be to the account of the Lessee
     2. The Lessee indemnifies and shall keep indemnified the Lessor against any liability incurred by it to any third party whose property has been sold by the Lessor in the bona fide mistaken belief (which is to be presumed unless the contrary be proved) that it belonged to the Lessee and was liable to be dealt with as such under this Sub Clause.
     3. In case the Lessee has not paid off any debts as stated in this Lease Agreement, the Lessee is not allowed to remove any goods, equipment out of the Premises.
  2. Parking
     1. During the Term, the Lessee shall have the non-exclusive use in common with the Lessor, as well as the Lessor’s guests and invitees, of the non-reserved common automobile parking spaces, driveways and footways, subject to rules and regulations for the use thereof as prescribed and amended from time to time by the Lessor. The Lessor reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for the Lessee and the Lessee's agents and employees.
     2. The Lessee is entitled to the number of parking bays and at the rate as set out in Item 22 of the Reference Schedule.
     3. The Lessor reserves the right to amend the rate set out in Item 22 of the Reference Schedule subject to 1 month’s written notice.
  3. Building Regulations
     1. The Lessor may designate an affiliated company or a third party as the manager (the “Manager”) responsible for the proper administration of the Premises or the Building and may assign to the Manager various rights and/or obligations of the Lessor under this Contract without consent of the Lessee.
     2. The Lessor or the Manager may establish, modify, enforce or repeal any rule or regulations of administration of the Lessor’s Building for the purposes of good management of the Building and the Premises. Any such rule or regulations made by the Lessor or the Manager is understood to be a part of this Lease. In the event of any inconsistency between those rules and regulations and the provisions of this Lease, the provisions of this Lease shall prevail.
  4. Notices

Any notice, communication or demand to be given or made by or to the Lessor or the Lessee under this Lease shall be in writing and shall be delivered personally or sent by registered email, courier or by fax, to the party due to receive such notice at its address set out in the Reference Schedule (or such other address as either party may advise the other in writing). Any such notice, communication or demand given or made by registered mail shall be deemed to have been received seven (7) days after the date of posting, or in case of hand delivery upon written acknowledgement of delivery made by or on behalf of the party to whom the notice was addressed or when left at the address set out in the Reference Schedule (or as either party may notify the other in writing), or in the case of a courier upon written acknowledgement of delivery made by or on behalf of the party to whom the notice was addressed, or in the case of a fax transmission upon receipt of a valid transmission report.

* 1. Taxes
     1. VAT or any tax which is imposed in addition to or in replacement of the VAT now or in the future and other taxes applicable to the Lease shall be paid by the Lessee. The property tax of the Building and equipment constructed and installed by the Lessor shall be paid by the Lessor.
     2. In case such taxes, rates, charges and other outgoings are not separately assessed for the Premises, the amount payable will be the Lessee’s proportionate part thereof being the same proportion as the area bears to the total area of the Building.
  2. Currency of Payment

The payment by the Lessee of the Security Deposit, Rent, Services Charge, Utility Charge and all other fees or costs or expenses shall be made in Vietnamese Dong.

* 1. Waiver

No waiver of any default of the Lessor or the Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the Lessor or the Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

* 1. Headings

The headings used in these Lease Terms are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of the Lease.

* 1. Successors

The provisions of these Lease Terms shall extend to and be binding upon the Lessor and the Lessee and their respective legal representatives, successors and permitted assignees.

* 1. Consent

The Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required under this Lease subject always to the Lessee providing enough information to the Lessor to facilitate such consent.

* 1. Governing Law

This Lease shall be governed by and construed in accordance with the laws, decrees, rules and regulations in force from time to time in the Socialist Republic of Vietnam.

* 1. Dispute Resolution

The parties shall endeavour amicably to resolve any dispute or difference arising out of this Lease but should they fail so to do either party may refer to the issue in dispute to the either party may initiate legal proceedings before the competent court of Vietnam whose judgement shall be final and binding on both parties.

* + 1. The costs and expenses incurred in connection with any claim or legal proceedings which may be brought by one party against the other in relation to any breach of any term of this Contract shall be borne by the party that is in breach.
  1. Compliance with Law

The Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Lessee's use of the Premises. The Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises**.**

* 1. Language

This Lease has been negotiated and drafted in both of English and Vietnamese language. In the event of any dispute resolution, litigation or other formal process, the Vietnamese text shall prevail over any translation and be conclusive in any questions as to the meaning or interpretation thereof.

* 1. Construction and Interpretation
     1. Section and clause headings are for ease of reference only and do not affect the interpretation of this Lease.
     2. Words importing the singular are to include the plural and vice versa.
     3. Any law or decree or any section of any law or decree will be deemed to include reference to any modification or re-enactment thereof for the time being in force and all instruments, orders, regulations, by-laws, permissions and directions at any time made thereunder.
     4. The terms "hereof" "herein" "hereb**y**" "hereto" and similar words refer to these entire Lease Terms and not to any particular Clause or Schedule or any other subdivision of this Lease.
     5. The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases of like import.
     6. All dates herein shall be construed with reference to and in accordance with the Gregorian Calendar.
  2. Final Agreement

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both Parties. All terms and conditions in this Lease Agreement shall not be varied, amended or added to except by the written mutual consent of both Parties. Both parties have responsibility for compliance with any provisions, articles as stated in this Lease Agreement.

The terms and conditions within this Lease Agreement shall remain confidential between the Lessor, their agents and the Lessee and must not be disclosed to any third parties and must not be disclosed to any other party without the prior consent of the Lessor and Lessee.

Schedule 1: Reference Schedule

|  |  |
| --- | --- |
| 1. **Lessor** | **bitexco WORKPLACE COMPANY LIMITED** |
| 1. **Lessee** | **[TenKH]** |
| 1. **Building** | **Bitexco Financial Tower**, located at 2 Hai Trieu Street, District 1, Ho Chi Minh City, Vietnam |
| 1. **Premises** | Level [ChiTietMBThue\_TangLau], Unit [ChiTietMBThue\_MaSoMB] |
| 1. **Area (m2)** | **[TongDienTichThue]** sqm Net Lettable Area (NLA)\*  “Measured to Property Council of Australia 1997 Guidelines” |
| 1. **Permitted Use** | **Office** |
| 1. **Lease Commencement Date** | [NgayHL] |
| 1. **Lease Expiry Date** | [NgayHH] |
| 1. **Term** | [ThoiHan\_Nam] years |
| 1. **Option To Renew** | At the time of expiry of this first Lease Term, the Lessee has 01 (one) right to renew the Lease for a further Term of 03 (three) years on condition that the Lessee has strictly complied with all provisions of the Lease during the current Lease Term.  If both Parties agree to renew the Lease, both Parties shall sign the renewal Appendix at least 03 (three) months prior to the expiry of the Lease Agreement, Rent for the next lease Term will be reviewed subject to prevailing Open Market Value and being no less than the Rent of the final year of the current Term |
| 1. **Rent (excluding Tax)** | VND [DonGiaThue]/sqm (based on Net area)/month |
| 1. **Rent Commencement Date** | [NgayHL] |
| 1. **Service Charge**   **(excluding Tax)** | VND [DonGiaPDV]/sqm (based on Net area)/month  The Service Charge may be amended from time to time based on increases or decreases in costs of services or fee for any items that forms a portion of the Service Charge. |
| 1. **Total Rent/month (excluding Tax)** | VND [TongGiaThue] |
| 1. **Total Service charge/month**   **(excluding Tax)** | VND [DonGiaPDV]. |
| 1. **Tax (VAT) / month** | VND [TongTienVAT] |
| 1. **Total Rent and Service Charge / month**   **(including Tax)** | VND [TongThanhTien] |
| 1. **Total Rent Review** | The Total Rent will be adjusted in accordance with Clause 3.1.1 of the Lease Agreement. |
| 1. **Handover Date** | On [NgayBanGiao] and after the Security Deposit is paid by the Lessee to the Lessor, |
| 1. **Fit-out Period** | 01 month from Handover Date. The payable Service Charge will be at Item 21 – the Reference Schedule. |
| 1. **Service Charge during Fit-out Period/m2/month (VAT exclusive)** | VND……../sqm (based on Net area)/month |
| 1. **Security Deposit** | VND…….., equivalent to 03 months’s Rent and Service Charge |
| 1. **Parking** | Parking will be subject to a separate licensing agreement made exclusively with the building management office. The Lessee will be entitled to 01 (one) car and 01 (one) motor bike spaces for the Term of the Lease at normal rates:  VND 400,000/motorbike/month (plus VAT)  VND 5,250,000/car/month (plus VAT)  Parking time : 24/7  The Lessor reserves the right to amend the charges from time to time to current market rates after providing thirty (30) days advance from written notice. |
| 1. **After Hours Air Conditioning** | The Lessee shall be responsible for costs associated with the Lessor providing air conditioning to the Premises outside of normal business hours (”After Hours Air Conditioning Charge”)  After Hours Air Conditioning Charge:  VND 2,300/m2(NLA)/hour.  The after-hours air-conditioning charge and server room charge may be amended by the Lessor from time to time based on increases or decreases in costs of services and fees for any items attributable to supplying air-conditioning to the Premises. |
| 1. **Payment schedule** | Rent and Service Charge will be payable quarterly in advance.  All other charges applicable to the Lessee or paid by the Lessor on behalf of the Lessee will be payable monthly |

Schedule 2: Site Plan

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Schedule 3: Floor Plan

Schedule 4: RENT UPON LEASE RENEWAL

1. On each Market Rent Review date the Rent shall be reviewed in respect of the period from that Market Rent Review Date to the next Rent Review Date and in calculating the Rent payable from a Market Rent Review Date the following shall apply:
   1. Not less than six (6) months prior to each Market Rent Review Date the Lessor shall give to the Lessee notice in writing of the monthly Rent proposed by the Lessor to become payable from that Market Rent Review date (“the Lessor’s Proposed Rent”).
   2. Within fourteen (14) days of service of that notice on the Lessee (time being of the essence) the Lessee shall be entitled to give to the Lessor notice in writing disputing the amount of the Lessor’s Proposed Rent and stating the amount which the Lessee considers to be the correct Current Market Rental Value that should be payable from that Market Rent Review Date (“the Lessee’s proposed Rent”).
   3. If the Lessee gives the notice referred to in Paragraph 1 above within the time therein specified the Lessor may accept the Lessee’s Proposed Rent as the Rent payable by the Lessee to the Lessor on and from that Market Rent Review Date. If the Lessor does not accept the Lessee’s Proposed Rent the Lessor shall give notice in writing of that fact to the Lessee (“the Non-Acceptance Notice”). If the monthly Rent payable from a Market Rent Review Date (“the Reviewed Rent”) is not otherwise agreed by the Lessor and the Lessee within sixty (60) calendar days from the date on which the Lessor first served notice of the Lessor’s Proposed Rent the Reviewed Rent shall be the then Current Market Rental Value determined in the manner specified in Paragraph 1(d) and subsequent paragraphs below.
   4. The Reviewed Rent shall be determined by a Professional Valuer selected from a panel comprising CBRE, Colliers, Cushman & Wakefield, DTZ, JLL, Knight Frank and Savills, as long as at the time of selection any or all of these firms are still carrying out business in Vietnam, by the Head of the Vietnam Institute of Surveyors and Valuers
   5. The Valuer, acting as an expert, shall, within 30 days of his appointment determine the fair market rent for the Premises and submit his findings to both parties. Both parties hereby agree that they shall be bound by such determination and they shall accept the Reviewed Rent so determined..
   6. The costs of the selection of the valuer and his engagement, including any disbursements shall be paid by the party whose proposed rent was furthest away from the Reviewed Rent as determined by the Valuer.
2. Notwithstanding any of the provisions of this Schedule, the Reviewed Rent shall in any event be capped at the rate if any indicated in Schedule 1 (17) as a percentage of the monthly Rent payable for the period immediately preceding the relevant Market Rent Review Date. The Reviewed Rent shall not in any case be lower than the passing rate payable prior to the Review Date.
3. If for whatever reason the Valuer has not determined the Reviewed Rent by the Rent Review date the Lessee shall be liable to pay Rent at the Lessor’s Proposed Rent until such time as the Valuer’s determination is informed to the parties. Upon such determination having been made the amounts paid by the Lessee to that date shall be reconciled against amounts due as calculated by the application of the Reviewed Rent from the Rent Review Date onwards and the Lessee’s next rental payment shall be suitably adjusted to reflect any underpayment or excess payment of Rent by the Lessee.
4. Notwithstanding the failure by the Lessor for any reason to give the notice referred to in Paragraph 1 above within the time therein specified the right to give the notice and the effect of the notice (whenever given) shall remain in full force and effect as if it had been given within the specified time.

Schedule 5: appendix adjusted the rent AND SERVICE CHARGE

(This form could be changed by the agreement of both Parties)

**APPENDIX No. ........**

*(Ref: Adjustment of The Rent and Service Charge)*

*Pursuant:*

* *To the Lease Agreement No...... Dated........*
* *To the agreement of Parties*

*Today is the date .........at the Office of Bitexco Workplace LTD, we are*

|  |  |  |
| --- | --- | --- |
| **THE LESSOR** | : | **BITEXCO WORKPLACE COMPANY LIMITED** |
| Address | : | Level 48, Bitexco Financial Tower, 45 Ngo Duc Ke Street Ben Nghe Ward, District 1, HCMC, Vietnam. |
| Enterprise Registration Certificate No | : | 0313331592 |
| Telephone | : | (84-28) 3915 6868 |
| Represented by | : | **Mr. Brian P. G. Cannon** |
| Position | : | Property Management Deputy Director of Bitexco Financial Tower |

And

|  |  |  |
| --- | --- | --- |
| **THE LESSEE** | : | **[TenKH]** |
| Address | : | [KH\_DCTT] |
| Enterprise Registration Certificate No | : | [MaSoThue] |
| Represented by | : | **[Cty\_NguoiDaiDien]** |
| Position | : | [ChucVu\_NguoiDaiDien] |

*Both Parties agree to adjust The Rent and The Service Charge from.... to ...... as follow:*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ***No*** | ***Term*** | ***Rent*** | ***Service Charge*** | ***Total Rent (Exclude the VAT)*** | ***Total Service Charge (Exclude the VAT)*** | ***VAT*** | ***Total Rent and Service Charge (include the VAT)*** |
| *1* | *from [...] to [...]* |  |  |  |  |  |  |
| *2* | *from [...] to [...]* |  |  |  |  |  |  |
| *3* | *from [...] to [...]* |  |  |  |  |  |  |
| *4* | *from [...] to [...]* |  |  |  |  |  |  |
| ***Total*** | |  |  |  |  |  |  |

Appendix No... is made in three (03) copies in Vietnamese and three (03) copies in English. The Lessor keeps two (02) copies in Vietnamese and two (02) copies in English; The Lessee keeps one (01) copy in Vietnamese and one (01) copy in English. In case of conflict, the Vietnamese version shall prevail

|  |  |
| --- | --- |
| ***THE LESSOR*** | ***THE LESSEE*** |

IN WITNESS WHEREOF, this Agreement has been entered into the day and year first above-written in Ho Chi Minh City, Vietnam in three original copies in Vietnamese, and three original copies in English. The Lessor keeps two (02) copies, the Lessee keeps one (01) in each language. In the event of a conflict between the languages, the Vietnamese version shall prevail.

**EXECUTED** by the Parties.

**FOR AND ON BEHALF OF THE LESSOR**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mr. Brian P. G. Cannon**

Deputy Director of Property Management of Bitexco Financial Tower

Duly authorized for the purpose hereof

**FOR AND ON BEHALF OF THE LESSEE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mr. ………**

Director