

SOCIALIST REPUBLIC OF VIETNAM  
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## OFFICE ROOM RENTAL SERVICE CONTRACT

No : VP-10070325/DMC-TIW

Date : July 30, 2010

- Pursuant to The commercial Law of the Socialist Republic of Vietnam which was passed by the national assembly, Term XI, Session 7 on November 29, 2005;
- Based on the supplies and demands of both parties,

Today, **July 30, 2010**. This Office Rental Service Contract is made by both parties at Ho Chi Minh City, Vietnam.

Party A **DANG MINH CONSULTANT AND INVESTMENT CORPORATION**  
Business Registration No : 4103001122 issued on July 27, 2002 by the Ho Chi Minh City Planning and Investment Service  
Address : 223 Dien Bien Phu, Ward 15, Binh Thanh Dist., HCMC  
Tax Code : **0302681806**  
Tel : 84.8.8404415~7 Fax: 84.8.8404412  
Bank Account : 90.5002.8051.00001  
Nam A Bank – Quang Trung Branch.  
93 Quang Trung St., Ward 10, Go Vap District, HCMC.  
Represented by : **Mrs. BUI THI MONG DIEP** Position: **Director**  
Hereinafter refer to as **“The Rental Supplier”**

Party B : **TIONG WOON VIET NAM COMPANY LIMITED**  
Establishment License No. : 011043000586  
Address : 5<sup>TH</sup> Floor, 105 Tran Duy Hung, Trung Hoa, Cau Giay, Ha Noi  
Tel : 84 4 62820060 ~ 3,  
Fax : 84 4 62820059  
Tax Code : 0103991842  
Bank Account No : 0491001745658  
Represented by : **Mr Tan Kim Teck ( John)**  
Passport No. : E0306438E  
Position : **General Director**  
Hereinafter refer to as **“The User”**

It is mutually agreed between both parties to sign this contract with terms and conditions specified below:

### I. RENTAL OFFICE – CONTRACT PERIOD - PRICE

1. Rental office room:  
Room No. 101, e-Tunnel Office Building  
L11-L12 Mieu Noi, Ward. 3, Binh Thanh District, Ho Chi Minh City.
2. Rental room area: **36 m<sup>2</sup>**.
3. Rental purpose: Official use.
4. The proved properties that “The Rental Supplier” provides for “The User” mention on attached Room handover sheet.

5. Rental room and Mechanical and Electrical System will be handed over to "The User" as actuality existing are in good condition.
6. The contract period: The contract period is two (2) years from **01-08-2010**. And the minimum rental period is one (2) years. (The contract period is from the date of signing this contract until the end of contract period and it also include the minimum rental period).
7. The contract price: **500 USD/Month** (In case of transaction by Vietnam Dong, the contract price shall be converted in line with the prevailing selling foreign exchange rate of transactions officially announced by VIETCOMBANK HCMC on payment date).
8. The above unit rate is 10% VAT included. The contract price also includes, service, water charge, room service, security charge, daytime motorbikes parking. The User shall settle other contract agreement for Telephone, Internet charges and other service (if any). The User will pay monthly electrical charge.
9. The contract price is fixed within beginning twelve (12) months unless force changed by any changes of Government. The next year, contract price can changes upon 20%.

## II. PAYMENT TERM

The User shall pay rental charge to the rental supplier by Cash or bank transfer. The Rental supplier bank account no: 90.5002.8051.00001 at Nam A Bank – Quang Trung Branch, 93 Quang Trung St., Ward 10, Go Vap District, HCMC.

1. The Bank charge shall cover by "the User" (if any).
2. The rental charge will be paid monthly within 10 days at the beginning of the month.
3. The User shall have a down-payment deposit of three (3) months office rental price being equal **1,500 USD** (say US dollar one thousand five hundred only), equipvalent to **VND 28,650,000** (Vietnamdong Twenty Eight six hundred and fifty thousand only) ( exchange rate: 19,100 VND/USD) right after signing this contract.

## III. THE RESPONSIBILITY OF THE RENTAL SUPPLIER

1. Hand over the rental room and all properties to the User in time.
2. Provide fully rental room area and contract service.
3. Provide fully rental room during the contract period.
4. Repair defection of construction parts (Waterproofing for foundation, Floor, wall... that mention on handing over sheet) after receive the defective announcement in blue copy document from the User.

## IV. THE RESPONSIBILITY OF THE USER

1. The User shall pay the monthly rental charge following the contract schedule in full. If The User fails to settle the Rental amount in full within the time period in the article II.2 above, then The Rental Supplier shall be entitled to charge a late payment fee which shall be paid by The User in addition to the amount specified in the rental amount. The late Payment rate shall be 0.2% per day of the amount due and payable to The Rental Supplier. If The User fails to settle the rental amount in full within 15 days of the date mention on article II.2, then The Rental Supplier may in its absolute discretion cancel the rental service until such time as the rental amount and the Late Payment charge have been paid to The Rental Supplier. The rental supplier will not cover any compensation for above.
2. (a). Use the room as rental purpose. Incase of renovation, the User shall have approval from the rental supplier in blue copy document. The renovation work shall follow the Building individual construction regulation and Vietnam Government regulation about construction.
- (b) In case of contract terminate or the User stop using the rental room and return to the Rental supplier. The User shall recover all damage and return the same hand over condition including of all property that the User installed during using time (such as toilet, sink, bathtub,...).All returned

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property must in normally using condition. All equipment (Such air conditioning system, water boiler) that installed by the User will be decided by the User.

3. Cover all cost of repairing room damage (except the property damage that mention an article III.3) and electrical system, room water supply, room water drainage during this contract agreement.
4. Take care all furniture, own property, personal things. Take responsibility for the problem caused by the third parties during using the rental room.
5. Cover for the User's own properties insurance.
6. Following the government regulation of: environment, security, fire fighting and protection.
7. The User shall keep all regulation about: Office registration, personal temporary residence registration as specified in the Law of Vietnam.
8. The User will not allow rent the rental room out other party. In case of the User do not use the rental room full contract period, the User can recommend other parties that have fully government registration in Ho Chi Minh City to The Rental supplier in order to change contract party of this contract agreement.
9. The User must use the rental room for legal business.
10. Provide the Rental Supplier with the Company Establishment License.

#### **V. BUILDING MAINTENANCE TERM**

1. In case of the room need to be maintained, The Rental Supplier shall inform The User. The User should coordinate for maintenance work. Otherwise the User will take responsibility for unsafe cause.
2. The User must provide fully advantage condition for Building Maintenance Work. Otherwise the User will cover any compensation for causing.

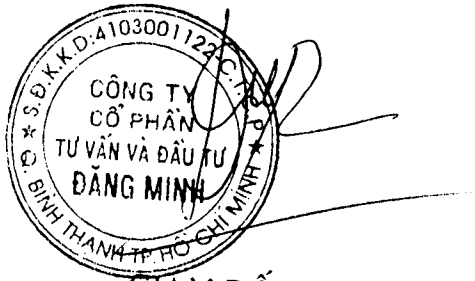
#### **VI. GENERAL TERM**

1. Both parties undertook to keep all term of this contract agreement. Any change of this contract agreement will be discussed and signed by both parties in its Appendix.
2. In case of any changing from Vietnam government regulation about housing rental. Pursuant to the new regulation, this Service contract will be accordingly corrected by Appendix.
3. Termination terms:
  - (a). Finish the contract period. The rental supplier will return deposit payment to the User after deduct all variation amount that the User have to cover.
  - (b). Rental room destroy (Out of Rental Supplier Scope) Or demolish by government.
  - (c). Payment pending (Article II.2 and IV.1)
  - (d). The User rent out the rental room.
  - (e). The User is expelled or the User's office is closed by government
  - (f). In case of next year, both parties can not fixed the contract price.In case 3(b), 3(f) only. The Rental Supplier will return payment of remaining time using in the month to the User.
4. Any dispute (if any) arising from this service contract or violation by one party, it will be settled in negotiation and reconciliation. When the case can not come into amicable agreement, it shall be settled by the Economic Court of Ho Chi Minh City whose awards shall be regarded as final and binding both parties.
5. Before finishing the contract period. In case of any party want to extend the contract period, the party has to inform other party at least two month for agreement by writing letter.
6. Term for terminate the service contract before contract period:

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- In case of The User terminates the contract before contract period, the User has to inform The Rental Supplier two month before by writing letter and The Rental Supplier will not return deposit payment to the User.
  - The Rental Supplier shall return the deposit amount and pay two months rental charge compensation to the User in case of the Rental Supplier terminates contract before minimum rental period.
  - In case of The User terminates the contract before minimum rental period, aside from The User will not be returned deposite payment and has to inform two month before by writing letter to The Rental Supplier, The User has to pay one months rental charge compensation to The Rental Supplier.
7. At the time both parties reach agreement and sign contract on voluntary basic and take responsibility for all terms of this service contract are reasonable with each party business and social sense.
8. This Service contract comes into effective upon signatures. It is made in two (02) originals in English and two (02) originals in Vietnamese. In case of there is conflict between two versions, the Vietnamese version shall be prevail. Each party keeps respective originals.

**The rental supplier.**



GIÁM ĐỐC  
*Bùi Chí Mộng Diệp*

**The User.**



TỔNG GIÁM ĐỐC  
TAN KIM TECK

