

OFFICE ROOM RENTAL SERVICE CONTRACT

No : VP- 12120596/DMC-PVN

- Pursuant to the Commercial Law of the Socialist Republic of Vietnam passed by the National assembly, on 14 June, 2005;
- Based on the supplies and demands of both parties,

Today, 11th December 2012, this Office Rental Service Contract is made by both parties in Ho Chi Minh City, Vietnam.

Party A: DANG MINH CONSULTANT AND INVESTMENT CORPORATION
Business Registration Certificate : No: 0 3 0 2 6 8 1 8 0 6 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
Tel : 84-8-35123171 Fax: 84-8-35123181
Tax Code: 0 3 0 2 6 8 1 8 0 6
Bank Account: 5 8 0 6 0 0 6
Dai A Bank – Hang Xanh Branch.
341-343 Dien Bien Phu St., Ward 15, Binh Thanh District, HCMC.
Represented by: Mrs. BUI THI MONG DIEP
Position: Director
Hereinafter refer to as “The Rental Supplier”

Party B: PROTEUS VIETNAM CO.,LTD.
Investment License: 411043000757 dated Aug 09, 2008 issued by the HCMC People’s Committee.
Address : L11-L12 Mieu Noi, Ward 3, Binh Thanh Dist., HCMC
Tel : 84-8-3517 2192 Fax: 84-8-3517 2192
Tax Code : 0 3 0 4 0 7 6 2 9 7
Bank Account : 053.100.213.0082 VCB- Binh Thanh Branch
Represented by:
Position: Ms. LUONG THI PHUC Position: 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. 401-402;403-404, 4th floor, e-Tunnel Office Building, L11 – L12 Mieu Noi, Ward. 3, Binh Thanh District, Ho Chi Minh City.
2. Rental room area: 134 m².

Rental purpose: for Office only.

3. Rental room and Mechanical and Electrical system will be handed over to “The User” as actuality existing are in good condition. The proved properties that “The Rental Supplier” provides for “The User” mention on attached Room handover sheet.
4. The contract period: The contract period is two (02) years from 01 January 2012 to 31 December 2014.
5. The contract price will be calculated by the following formula:

Rental cost : Unit price/m² x area x IR ; in which

IR = Fluctuation exchange rate = E2/E1 = 20,828đ

E1 = Interbank rate

E2 = Selling rate of Vietcombank on the payment date



Unit price is : 208,280đ/m2 (VND Two hundred eight thousand two hundred and eighty:2)

6. The contract price includes: VAT, water supply, cleaning service, air-conditions and security and parking charges. The User shall settle other agreements for electricity, Internet charges and other service (if any).
7. The contract price is fixed within twenty fourth (24) months unless force changed by any changes of Government.

II. PAYMENT TERM

1. The User shall pay rental charge to the rental supplier by Cash or bank transfer. The Rental supplier bank account no: 5 8 0 6 0 0 6 at Dai A Bank – Hang Xanh Branch, 341-343 Dien Bien Phu St., Ward 15, Binh Thanh District, HCMC. The Bank charge shall cover by “the User” (if any).
2. The rental charge will be paid in **monthly**, within 10 days at the beginning of the month and non-refundable in case of the User do not use the remaining dates of that payment period.
3. The User shall deposit of **three (3) months** office rental price being **VND 83,857,200** (says: VND Eighty three million eight hundred fifty seven thousand two hundred only) right after signing this contract. Deposit of VND85.427.500 for previous rental contracts with Dang Minh will become deposit for this rental contract immediately.
4. This deposit is to be used as the value of guarantees for the contract include: the right to use the office for User, for compensation of damages to the Rental supplier caused by User. Value of this deposit is not being used for purposes of office rental.

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. To keep security full day for rental office building.

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 0.06% 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 has the right to terminate service contract and The rental supplier will not cover any compensation for above.
2. (a). Use the room as rental purpose. In case of renovation, the User shall have approval from the rental supplier in blue copy document. The renovation works 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, The User shall recover all damage and return the same hand over condition including of all property that the User installed during using time. All returned property must in normally using condition.
For the repaired parts or renovation and other fixed equipped installed by User or replacement of structures related to the structure of the rental area, The User can not be removed and not require to refund. For the items which are renovated in the rental area that affects the general surfaces of office rental, The User is required to removed that attaches. The leased area and hand-over equipment shall be restored to the same condition as that existing at the time of entering, except for natural worn-out. Equipment (such as Air-condition, office furniture, office equipment, ...) supplied by the User is still belong to his own property, and the User can use when termination of rental contract.
3. The User shall repair all damages in the leased area if such damages caused by the User.
4. The User shall equipped lock for main door and have responsibility on the furniture, own property, personnel thing in his rental office. When return the office, The User shall recover lock, door for Building.
5. Take responsibility for the problem caused to the third parties during using the rental room.

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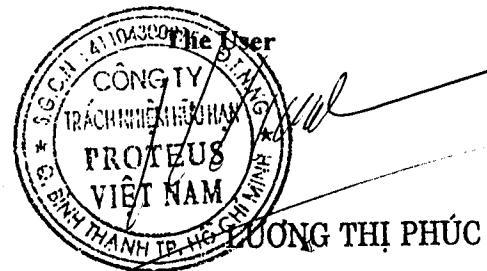
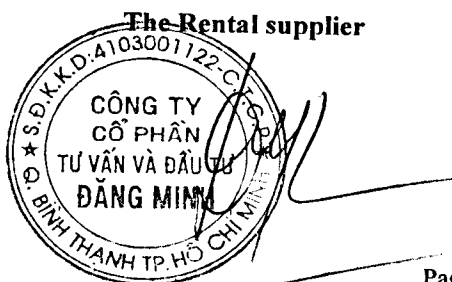
6. Cover for the User's own properties insurance.
7. Following the government regulation of: environment, security, fire fighting and protection.
8. The User shall keep all regulation about: Office registration, personal temporary residence registration as specified in the Law of Vietnam.
9. The User 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.
10. The User must use the rental room for legal business.

V. BUILDING MAINTENANCE TERM

1. In case of the room need to be maintained, The Rental Supplier shall inform The User at least two days. The User should coordinate for maintenance work. This maintenance inspection is not disturbed for The User.
2. The User must provide fully advantage conditions for Building Maintenance Work. Otherwise the User will take responsibility for unsafe cause and cover any compensation for causing.

VI. GENERAL TERM

1. Both parties undertook to keep all terms 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, this Service contract will be accordingly corrected by Appendix based on the new regulations.
3. 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 (2) months for agreement by writing letter.
4. Termination terms:
 - (a). Finish the contract period.
 - (b). Unforeseen cases are: any case happen without control of any party such as: storm, earthquake, flood, fire, war, strikes, etc...or removal of building due to a decision of the government.
In case (a), (b), The Rental Supplier will only return the deposit to the User after deducting internet, telephone, electricity supply charges.
 - (c) The contract has not expired but either party violates the contract or termination of contract period.
 - The Rental Supplier shall return the deposit amount and pay three 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 shall not get back deposit, The Rental Supplier shall keep property's the User in order to cover for The Rental Supplier due to additional charges (electric, telephone,) during rental period.
5. 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.
6. Any dispute (if any) arising from this service contract or violation by one party, it will be settled two months in negotiation and reconciliation. When the case can't 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 for implementation..
7. The language used in this contract and its appendix is Vietnamese. Another language is for reference only. In case of there is conflict between two versions, the Vietnamese version shall be prevail.
8. This Service contract comes into effective upon signatures. It is made in two (02) originals in English and two (02) originals in Vietnamese. Each party keeps respectively originals.



GIÁM ĐỐC
Bùi Chi Mộng Diệp

