

THIS TENANCY AGREEMENT is entered into on

BETWEEN

- (1) whose principal place of business is at (the "**Landlord**")
- (2) whose principal place of business is at (the "**Tenant**")

WHEREAS

The Landlord shall let and the Tenant shall take the Premises for the Term of Tenancy (as defined below) with details as more particularly described in the Schedule and both parties agree to observe and perform the terms and conditions as follows:

1. Tenancy

The Landlord hereby agrees to lease (the "**Premises**") and the fixtures, fittings and equipment therein (as per Schedule, if any) in clean and tenantable condition to the Tenant for commercial purpose. The total area is .

2. Term of Tenancy

2.1 The above Premises is hereby leased for a term of months, commencing on and expiring on . The Tenant and the Landlord of this Agreement shall have the right to terminate this Agreement after the first months of the Term by giving to the other party of this Agreement two month's written notice of its intention to do so. (The Tenant and the Landlord must complete above tenancy of first months. Any advance termination before the fixed months should be compensated by the Tenant and the Landlord to the total remaining sum of the rented to the Tenant and the Landlord.)

2.1 The above Premises is hereby leased for a term of months, commencing on and expiring on .

2.2 The Tenant shall be entitled to a rent-free period from the to (both days inclusive) provided that the Tenant shall have paid the deposit and initial rent and be responsible for the charges of water, electricity, gas, telephone and other outgoings payable in respect of Premises during such rent-free period.

2.3 On expiry of this Tenancy, the Landlord has the right to take back the Premises in full, and the Tenant must deliver vacant possession of the Premises on the date of expiry. If the Tenant wishes to extend the Tenancy, the Tenant shall have the priority to renew the Tenancy and is required to give written notice to the Landlord two months prior to the expiry of this Tenancy, the revised rental should be negotiated between the two parties. The Landlord has the right to lease to a third party if they cannot agree on rental or other terms one month prior to expiry.

2.4 Provided the Tenant shall have paid the Rent and other outgoings on the days and in the manner herein provided and observe and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, the Tenant shall peacefully hold and enjoy the Premises during the Term of Tenancy without any interruption by the Landlord.

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3. Rent

3.1 The rent is on a basis, the rent includes fixtures, fittings and equipment, and other items and fees as listed in the Schedule.

3.2 The Tenant should pay the charges of water, electricity, gas, telephone and other outgoings payable in respect of Premises from the beginning of the term of tenancy.

3.3 The Tenant shall make payment in full, the rent is payable on the first day of each period beginning with the first payment on or before . Without prejudice to any other right or remedy of the Landlord hereunder the Tenant shall pay to the Landlord on demand daily interest at the rate of two percent (2%) per annum over the best lending rate from time to time in in respect of any of the payments not paid on the due date of such payment to the Landlord hereunder and such interest shall be payable from the date upon which such payment ought to have been paid up to the actual date of payment. If the rent has not been paid for more than 30 days, the Tenancy can be terminated by the Landlord, who is not required to return the said deposit.

3.4 For the avoidance of doubt, the Tenant shall not be entitled to move into the Premises until the deposit and the initial rent has been paid in full.

3.5 After receiving the rental payment for each period, the Landlord shall at the request of the Tenant issue a receipt to the Tenant.

3.6 The rent cannot be increased during the term of this Tenancy Agreement.

4. Deposit

4.1 The deposit is in total, payable within 1 business day after the signature of this Tenancy Agreement.

4.2 If Tenant terminates the Tenancy Agreement during the tenancy term without any violations of this agreement by Landlord, Landlord is not required to return the said deposit.

4.3 If Tenant breaches any part of this contract, Landlord has the right to retain part of or all of the deposit as compensation, upon providing the actual evidence by Landlord.

4.4 If Clause 4.3 is brought into effect, and the said deposit is insufficient to cover Landlord's costs, Tenant should pay the extra amount to Landlord within ten working days of receipt of Landlord's invoice notice.

4.5 Provided that there is no antecedent breach of any of the terms and conditions herein contained and the Tenancy will not be renewed, the Landlord shall refund the Security Deposit to the Tenant without interest within 7 days from the date of delivery of vacant possession of the Premises to the Landlord or settlement of any outstanding payment owed by the Tenant to the Landlord.

5. Other Charges

5.1 During the period of the tenancy, all outgoing charges for use of water, electricity, telephone, internet, gas and heating fee are payable by the Tenant monthly according to consumption, and on receipt of bills received from the service providers / management office.

5.2 The following party shall be responsible for the following payment payable in respect of the Premises during the Term (at current rate - subject to revision from time to time):-

- i. Management Fee -
- ii. Government Rates and Rent -
- iii. Property Tax -

6. Landlord's Responsibilities:

6.1 Provided the Tenant shall have paid the Rent, the deposit and other outgoings on the days and in the manner herein provided and observe and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, Landlord is not permitted to take back the Premises during the term of the contract without obtaining agreement from Tenant.

6.2 To ensure the legality of the Premises and its legal rights to lease the Premises.

6.3 The above property shall be renovated as agreed under the Schedule and in tenantable condition before the commencement date of the Tenancy.

6.4 The Landlord shall keep and maintain the structural parts of the Premises and the main drains, pipes, cables and Developer's/Landlord's electrical appliance in proper state of repair provided that the Landlord's liability shall not be incurred unless and until written notice of any defect or want of repair has been given by the Tenant to the Landlord, and such defect is not caused by any intentional behaviors or negligence of the Tenant and the Landlord shall have failed to take reasonable steps to repair and remedy the same after the lapse of a reasonable time from the date of service of such notice.

7. Tenant's Responsibilities :

7.1 The Tenant should promptly pay the rent, deposit and other charges as set out in Clauses 3, 4 and 5 of the Agreement. Non-payment of these charges constitutes a breach of this Agreement.

7.2 During the period of the Tenancy, unless with the written agreement of the Landlord, the Tenant shall not assign, transfer, sub-let, let or part with the possession in part or in full of the Premises. Landlord has right taken back the property any time and stops the leasing contract.

7.3 The Tenant shall during the Term of Tenancy keep the interior of the Premises in good and tenantable repair and condition (fair wear and tear and damage caused by inherent defect excepted) and shall deliver up vacant possession of the Premises in the same repair and condition on the expiration or sooner determination of this tenancy. Otherwise Tenant should pay compensation to Landlord for his improper use of the property.

7.4 The Tenant shall indemnify the Landlord for any loss or damage to the Premises from negligent act or omission of Tenant or any officer, director, employee, guest, visitor, servant, contractor, agent, licensee or invitee of Tenant (each referred to hereinafter individually as an "**Associate**"). For the purpose of this Agreement any act, default, neglect or omission of any Associate of the Tenant shall be deemed to be the act, default, neglect or omission of the Tenant.

7.5 The Tenant shall permit Landlord or his authorized representatives, at reasonable time with an advance notice, to enter the Premises to repair any such loss or damage. During the last month of the Tenancy, Landlord has the right to show the Premises with reasonable notice advance to prospective tenants or purchasers, unless according to clause 2.2, the Tenant has informed Landlord of its intention to renew the Tenancy.

7.6 The Tenant shall not make any alteration and / or additions to the Premises, erect, install or remove any fixtures or partitioning, or make any structural additions and/or alterations nor affix or display any signboard or other device at the exterior of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

7.7 The Tenant shall pay and discharge punctually in respect of water, electricity, gas, telephone and other similar fees, charges and expenses payable (if any) incurred by Tenant at the Premises which are not included in the rental.

7.8 The Tenant shall comply with all laws, regulations and rules of and shall observe and perform the covenants, terms and conditions of the Deed of Mutual Covenant and Sub-Deed of Mutual Covenant (if any) relating to the Premises. The Tenant shall not contravene any negative or restrictive covenants contained in the Government Lease(s) under which the Premises are held from the Government, and specifically not to permit or allow the Premises to be used for any purpose that is unlawful or immoral.

7.9 A written notice served by the Landlord on the Tenant in manner hereinafter mentioned to the effect that the Landlord thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without actual physical entry on the part of the Landlord.

7.10 The Tenant shall not use or permit or suffer the said Premises or any part thereof to be used as sleeping quarters or as domestic premises within the meaning of any law for the time being in force nor to allow any person to remain on the said premises overnight unless with the Landlord's prior permission in writing.

8. Termination of the Tenancy

8.1 If the Tenant fails to make the rental or any other payment or breaches other material terms under this Agreement, and such failure to pay continues for more than fifteen (15) days, then the Landlord shall be entitled to deliver to the Premises a written notice demanding the Tenant to remedy the failure within fifteen (15) days after Tenant's receipt of notice. If such failure is not remedied by the Tenant prior to the end of such fifteen (15) day period, the Landlord shall have the right to terminate this Agreement and without prejudice to further rights or remedies to deduct any outstanding payment from the Security Deposit made pursuant to clause 4, and the Landlord shall be entitled to re-enter the Premises and, if necessary, to evict Tenant therefrom.

8.2 Provided that Tenant is not in default in the performance of this Tenancy, Tenant may have the right to renew the Tenancy with a total of one renewal period with each term being months ("Renewal Term") which may be exercised by giving written notice to Landlord no less than sixty (60) days prior to the expiration of the Tenancy or renewal period.

9. Premises Unfit for Occupation :

If the Premises are substantially destroyed or damaged by fire, bad weather, war, force major, or other causes beyond the control of the Landlord and not attributable directly or indirectly to the negligence or malice of the Tenant or are otherwise rendered unfit for use or occupation, the rent and other charge shall cease to be payable from the date the Premises become unfit for use or occupation until the Premises shall again be rendered accessible and fit for use, however, that the Landlord shall be under no obligation to repair the Premises, when in the Landlord's opinion, it is not reasonably or economically or practically to do so. If such an event occurs, the Landlord shall give a written notice to Tenant, any rent paid in advance and the deposit paid by the Tenant shall be returned in full within 10 days of said notice. If the said Premises or the said building not have been reinstated in the meantime either the Landlord or the Tenant may at any time after six (6) months from the occurrence of such damage or destruction or order give to the other of them notice in writing to determine this Agreement and thereupon the same and everything herein contained shall cease and be void as from the date of the occurrence of such destruction or damage or order or of the said premises becoming inaccessible but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of the agreements stipulations terms and conditions herein contained or of the Landlord in respect of the said rent payable prior to the coming into effect of the suspension.

10. Miscellaneous

10.1 This Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements, arrangements and understandings between the parties with respect to the Premises, which shall cease to have any further force or effect.

10.2 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

10.3 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

10.4 The Schedule forms an integral part of the Agreement.

10.5 The Security Deposit paid under this clause shall be absolutely forfeited to the Landlord as and for liquidated damages (but not as penalty) and the rights and remedies given to the Landlord by this clause shall not prejudice any other right of action or any remedy of the Landlord in respect of such breach by the Tenant.

10.6 The Stamp Duty (if any) payable on this Agreement shall be borne by the Landlord and the Tenant in equal shares.

10.7 The Tenant agrees that all personal property kept or stored on the Premises shall be at the sole risk of Tenant. Tenant further agrees not to hold Landlord liable in any matter for/on account of any loss or damage sustained by action of any third party, fire, water, theft, or the elements or for loss of any articles from any cause, from said Premises or any other part of any associated buildings or common/public areas. Neither shall Landlord be liable for any injury to the Tenant, his or her family, guests, employees, or any person entering the Premises. The Tenant shall be responsible for getting its own insurance (including property and third party insurance) and shall have no claims against the landlord for any property damages.

10.8 The Tenant shall not keep or permit or suffer to be kept any animals or pets inside the Premises without the prior consent of the Landlord. The Tenant shall take all such steps and precautions to the satisfaction of the Landlord to prevent the said Premises or any part thereof from becoming infested by termites rats mice roaches or any other pests or vermin and for the better observance hereof the Landlord may require the Tenant at the Tenant's cost to employ such pest extermination contractors as the Landlord may nominate and at such intervals as the Landlord may direct.

10.9 The Landlord does not warrant that the said premises are suitable for the said user and/or the operation of the trade or business of the Tenant and should any notice be served on the Landlord by any governmental authority prohibiting the user of the said premises for the trade or business for the time being carried on by the Tenant, the Landlord may in order to comply with any such notice determine this Agreement at any time by giving one (1) month's notice to the Tenant and on the expiration of such notice this Agreement shall accordingly determine. In such event, the Landlord shall not be liable to pay any compensation for the loss of goodwill or trade or damage of any kind to the Tenant.

10.10 In case of any written government notices being served on the Landlord requiring the Landlord to demolish or reinstate the said premises or any part thereof so as to conform with the original building plan, if such alteration was made by the Landlord the costs of such demolition or construction works shall be borne by the Landlord. If such demolition or construction works shall result in any decrease or alteration in the total floor area of the said premises, the Tenant shall not rely on such decrease or alteration in area to annul or terminate this Agreement nor shall any compensation be allowed or paid by the Landlord in respect thereof.

10.11 Save for any additional renovations agreed in the Schedule, the Tenant hereby declares that he has inspected and is fully satisfied with and accepts in all respect the existing state, condition and finishes of the said premises. The said premises are let and will be let to the Tenant on an "as-is" basis. The Landlord shall not be required to do any work or repair to such state and condition of the said premises and the Tenant shall take the said premises in such state and condition and shall raise no objection whatsoever in relation thereto.

10.12 The Tenant understand and acknowledge that the Premises is subject to charge/mortgage, and the Landlord will not produce any “Letter of Consent” from the Chargee/Mortgagee, the Landlord promise if the Premises take over by the Bank/Mortgagee, the Landlord shall refund the said Security Deposit to the Tenant within 14 days.

11. No Rights under Contracts for Third Parties

11.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

12. Law and Jurisdiction

12.1 This document is governed by and are to be construed in accordance with the laws of applicable therein.

12.3 The parties shall use all reasonable endeavours to resolve any dispute amicably and in good faith. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

13. Notices and service

13.1 Any notice so served by hand, e-mail or post shall be deemed to have been duly given:

- a. in the case of delivery by hand, when delivered;
- b. in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt ;
- c. in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second Business Day following the date of posting

provided that in each case where delivery by hand or by e-mail occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

13.2 The addresses of the parties for the purpose of clause 13.1 are as follows:

Landlord

Address:

E-mail:

For the attention of:

Tenant

Address:

E-mail:

For the attention of:

As witness this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

SCHEDULE

FIXTURES, FITTINGS, EQUIPMENT AND FURNISHINGS

The below fixtures, fittings, equipment and furnishings will be provided:

The Tenant agrees to return all of the above-referenced fixtures, fittings equipment and furnishings at the end of the lease term in as good as the condition at the commencement of this Lease, except any deterioration as a result from normal wear and tear, and use of the furnishings.

PARKING

The Tenant shall be entitled to use _____ parking space(s) for the Tenant, its guests, employees, etc.).

The permitted parking spaces are located:

- ☐ Attached Parking Garage
- ☐ Detached Parking Garage

☐ Building Parking Lot

☐ Public Parking Lot

☐ Adjacent Parking Lot

☐ Parking Stall #: _____

☐ The Tenant is responsible for paying \$_____ [daily],[monthly], [quarterly], or [annually] for parking

STORAGE

The Tenant will have the right to the below storage facilities:

Property includes storage space/locker # ().

☐ The Tenant is responsible for paying \$_____ [daily],[monthly], [quarterly], or [annually] for use of the above-referenced storage facilities.

COMMON AREAS

Tenant shall have access to the following facilities that will be shared with all Building tenants (the "Common Facilities"):

☐ Conference Rooms

☐ Café/Lounge

☐ Roof Deck/Balcony

☐ Paths and gardens on the Premises

☐ Other: _____

The Tenant shall use the Common Facilities in accordance with Lessor's rules and regulations, which Lessor may amend from time to time. Tenant shall be responsible to pay, as Additional Rent, the costs to repair any damage to the Common Facilities caused by Tenant or Tenant's visitors, guests, or invitees.

All of Tenant's obligations pursuant to this Tenancy shall extend to any common area/storage space/locker and/or parking space(s). If Tenant elects to store personal property on the Premises, Tenant recognizes that he/she does so at its own risk, and hereby releases Lessor from any and all claims for damage arising out of the loss, theft, or damage to goods in storage for whatever reason. Tenant agrees not to store any hazardous material in or at the Property or on the grounds of the Property.