

LAND ACT, 1999 (ACT NO. 4 OF 1999)  
THE LAND REGISTRATION ACT, CAP 334

LEASE AGREEMENT

Between

TT Investment Limited

&

VIETTEL E-COMMERCE LTD

*In Respect of*

Office Space on Plot No. 38, South Ursino,  
New Bagamoyo Road, Dar es Salaam.

## LEASE AGREEMENT

This LEASE AGREEMENT is made this 1<sup>st</sup> day of October 2019

BETWEEN

TT Investment Limited of Post Office Box 7649, Dar es Salaam, Tanzania (hereinafter called the "Landlord" which expression shall include and extend to persons deriving title under the Landlord, their successors and assigns) of the one part;

AND

VIETTEL E-COMMERCE LTD of Post Office Box 34716, Dar es salaam (hereinafter called the "Tenant" which expression shall include and extend to persons deriving title under the Tenant, its successors and assigns) of the other part.

### PREAMBLE

WHEREAS the Landlord is part owner of the property situated at Plot No. 38 South Ursino, Ali Hassan Mwinyi Road, Kinondoni Municipality, Dar es Salaam City (hereinafter called the "Lease Premises"); and

WHEREAS the Landlord is desirous of letting the said premises to the Tenant and the Tenant is desirous of renting the same on the terms and conditions as hereinafter appearing,

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

### ARTICLE 1: DEFINITIONS

- "Agreement" means this Lease Agreement between the Landlord and the Tenant dated the 1<sup>st</sup> day of October, 2019;
- "Parties" mean the signatories to this Agreement;
- "Lease Period" means the period of the lease which is Five (05) years starting on the 1<sup>st</sup> of October 2019;
- "Rent" means the monthly rent payable as detailed under Clause 3 of the Agreement.

"Service Charge" means USD 0 per square metre.

"USD" means United States Dollar

- 1.1 References to the singular include when the context so admits, references to the plural and vice versa and references to Clauses and Annexes are references to Clauses of and Annexes to this Agreement.
- 1.2 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.3 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.4 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending the provision in this Agreement and adding a new legally valid and enforceable provision.

## ARTICLE 2: THE LEASE

- 2.1 The Landlord hereby demises onto the Tenant the said Lease Premises for a period of Five (5) years (with an option to renew) commencing from the 1<sup>st</sup> day of October 2019 and ending on the 30<sup>th</sup> day of September 2024.
- 2.2 IN CONSIDERATION of the rent and the mutual covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee all that area measuring approximately 140 square metres (9<sup>th</sup> floor, wing B, 4<sup>th</sup> office starting from front of building) in the building (9B4) situated on Plot No. 38 South Ursino, Ali Hassan Mwinyi Road, Kinondoni Municipality, Dar es Salaam City, to HOLD the demised premises unto the Tenant for a term of Five (5) years commencing from the 1<sup>st</sup> day of October 2019 and expiring on 30/9/2024 subject nevertheless to the provisions for review, termination and renewal hereinafter contained, yielding and paying therefore during the Term hereby reserved.

## ARTICLE 3: RENT PAYABLE

- 3.1 In consideration of the Lease stated hereinabove, the Tenant shall pay Rent as follows:

- 3.1.1 For the first year, At One thousand five hundred United States Dollars (USD 1,500/=) including VAT per month per each office of the demised premises payable twelve (12) months in advance; that is the rent for the period of 01/10/2019 to 30/09/2020
- 3.1.2 For the second to fifth year, At one thousand six hundred United States Dollars (USD 1,600/=) including VAT per month per each office of the demised premises payable twelve (12) months in advance.
- 3.1.3 The tenant shall deduct the withholding tax from the rent detailed above and return the payment certificate to the landlord after paying.
- 3.2 The Tenant shall be responsible for payment of VAT on rent, stamp duty, as well as any other taxes as determined by Tanzania Revenue Authority that may come into being.
- 3.3 The parking rent is USD 50.00 per car per month excluding VAT.. Payment need to be made at the same time and under the same terms with the rent.
- 3.4 This Lease Agreement may be renewed under terms and conditions to be agreed by the parties PROVIDED that a written notice is given to the Landlord at three (03) months to the date of expiry of this Lease term or any subsequent extension thereof; absence of which, this lease would otherwise expire on the expiry date.

#### ARTICLE 4: THE TENANT'S COVENANTS

- 4.1 The Tenant hereby covenants to the Landlord as follows:
- 4.1.1 To pay the reserved rent twelve (12) months in advance punctually, during the said term from which withholding tax will be the responsibility of the Landlord;
- 4.1.2 To comply with the Municipal by-laws, rules and Health Regulations relating to the Lease Premises and those affecting the business of the Tenant and to obtain or cause to be obtained all authorizations to carry on its business/services at the premises;
- 4.1.3 At all times to keep the interior of the demised premises and the appurtenances thereof including doors, windows and other fixtures and fittings, fastenings electric wires, and the painting and decoration thereof in good and substantial repair;
- 4.1.4 Not to make any alteration or addition or affix or cause to be fixed any sign to the demised premises without first obtaining the written consent of the Landlord Provided that the Landlord shall not unreasonably withhold/ refuse to issue such consent;

- 4.1.5 Provided Always that the Tenant shall at his/her own cost and subject to prior consent of the Landlord in writing erect such grills and partitions as required and the Tenant shall make good to the satisfaction of the Landlord all damages occasioned by installing or removing the same;
- 4.1.6 Not to use the demised premises in any way which would create annoyance or nuisance or any danger or damage to the public or neighbours;
- 4.1.7 To use the demised premises for business purposes only provided always that wherever the Tenant wants to use the demised premises for a purpose other than or in addition to the purpose mentioned herein it should do so after consultation with the Landlord and after obtaining written consent from the Landlord;
- 4.1.8 To permit the Landlord and his agents and other persons authorised in writing by the Landlord to enter the demised premises at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants hereinbefore or hereinafter contained. The Landlord may not, however, gain access to sensitive or secured areas, as determine by the Tenant in its sole discretion;
- 4.1.9 Failure on the part of the Landlord to insist on the terms and condition herein contained or any of them shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such term or condition but the same shall continue in full force and effect;
- 4.1.10 To indemnify the Landlord against all damages occasioned to the Lease Premises or any part of the building, or any other part to the adjacent premise or to any person caused by any act, default, negligence of the Tenant, his employees/servants, relatives or invitees of the Tenant;
- 4.1.11 To pay to the Landlord without any deduction by way of further and additional rent a proportionate part of the expenses and outgoings incurred by the Landlord in the provision of services therein such as provision of caretakers, electricity in common areas (the Tenant is responsible for payment of their own electricity bills in the demised premises), garbage collection, sewerage, water, minor maintenance, maintenance of the generator, maintenance of lifts, maintenance of air conditioners, general security and other additional services pertaining

to common areas and such further and additional rent (hereinafter called the service charge) an amount of U.S Dollars ZERO Only (USD 0/=) per Square meter paid as mentioned above in advance.

- 4.1.12 Whenever need arise to paint in a proper and workmanlike manner all the inside walls, wood, iron and other parts with two good coats of paint of suitable quality and colour approved in writing by the Lessor, and also with such painting to wash, cleanse and vanish in a proper and workmanlike manner all internal parts of the demised premises that have been of ought properly be so painted.
- 4.1.13 Not to assign, underlet, sublet or part with the possession of the demised premises or any part thereof without the written consent of the Landlord;
- 4.1.14 On the expiration or sooner determined of the lease term to deliver up the demised premises to the Landlord with all keys, locks and fasteners in good repair and condition, reasonable wear and tear expected;

#### ARTICLE 5: THE LANDLORD COVENANTS

- 5.1.1 To keep the exterior and main structures of the demised premises in good repair and on receipt of notice from the Tenant to remedy any faults needing repairs;
- 5.1.2 Emergency Repairs. The LANDLORD agrees to commence, carry out, and complete emergency repairs within forty-eight (48) hours after receiving oral or written notice from the TENANT. For repairs that cannot be completed within forty-eight (48) hours, the LANDLORD agrees to present a completion schedule for acceptance by the TENANT. For any emergency repairs that the LANDLORD does not handle in this manner, the TENANT may undertake the repair at the LANDLORD'S expense. Any funds expended by the TENANT in this regard will be deemed prepaid rent and a subsequent rental payment will be reduced by this amount. If all rental payments have been made, the LANDLORD will make a direct refund to the TENANT.
- 5.1.3 To ensure sufficient supply of water and running of the generator on the demised premises;
- 5.1.4 So far as is practicable and without prejudice to the generality of the foregoing to perform the following services;
  - a) To keep clean reasonably well lighted the said common parts.

- b) To tend and keep tidy and to plant with such flora as the Lessor shall deem at its absolute discretion to be appropriate the areas of land within the cartilage of the building (other than the said car parks).
- c) To maintain at all times during normal business hours an adequate supply of water in the toilet accommodation situated in the said common parts.
- d) To supply maintain repair and renew as need be such fire fighting equipment in the said common parts as the Lessor may deem desirable or necessary or as may be required to be supplied and maintained by him by statute or by the fire authority.
- e) To clean and keep clean all windows in the said common parts.
- f) To supply provided purchase maintain renew replace repair and keep in good and serviceable order and condition all appurtenances appointments fixtures and fittings bins receptacles tools appliance materials and other things which the Lessor may deem desirable or necessary for the maintenance upkeep or cleanliness of the building.
- g) To employ such staff as the Lessor may at its absolute discretion deem desirable or necessary to enable it to carry out or maintain the said services or any of them and for the general conduct management and security of the building and all parts thereof.

PROVIDED ALWAYS THAT Lessor may at its absolute discretion withhold or extend, vary or make any alteration in the rendering of the said services or any of them from time to time at its management of the building.

- 5.1.5 To pay all site rates ,land rent or other statutory impositions during the currency of the said term; levied by Kinondoni Municipal or any other authority or person concerned;
- 5.1.6 That the Tenant paying the Rent, observing and performing the several covenants and conditions as hereinabove on his part, shall peacefully hold unto and enjoy the tenancy of the Lease Premises throughout the term herein created WITHOUT interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord;
- 5.1.7 That during the continuance of the Lease to remedy any major or structural faults affecting the convenience and proper use or occupation of the Lease Premises within reasonable time after their

occurrence provided that such faults are not attributable to the neglect on part o the Tenant, his agents and/or employees or servants;

#### ARTICLE 6: THE LANDLORD AND TENANT'S DECLARATION

6.1 The Landlord and the Tenant hereby expressly agree and declare that:

6.1.1 If at any time during the term herein granted the Lease Premises or any part thereof are damaged or destroyed making the same unsuitable for the business purpose or by any cause whatsoever other than by the acts or negligence of the Tenant or their servants and or licensees and the Lease Premises are not restored within sixty (60) days after such damage or destruction, then and so often as it happens the Rent hereinabove reserved or a fair and just proportion thereof based on the nature and extent of the damage shall as from the expiration of the said period of sixty (60) days be suspended for as long as the Lease Premises or the damaged or destroyed part thereof remains unfit for use by reason of such damage or destruction.

6.1.2 If and whenever, during the said term any installment of the said rent hereby reserved or made payable remain unpaid Thirty (30) days after becoming payable, whether formerly demanded or not; or if and whenever there shall be covenants and conditions conferred or implied in this lease and on the part of the Tenant to be observed and performed; or if the Tenant becomes bankrupt for any reason whatsoever, it shall be lawful for the Landlord at any time thereafter notwithstanding any previous waiver of re-entry, to enter into upon the Lease Premises or any part thereof and repossess the Lease Premises. Upon such entry unto the Lease Premises the said term shall absolutely cease and determined but without prejudice to any rights or remedies which shall have accrued to the Landlord against the Tenant in respect of antecedent breach of any of the covenants herein contained or any breach or non-observance thereof.

#### ARTICLE 7: NOTICE AND RENEWAL OF THE AGREEMENT

7.1 The Parties may renew this Agreement by giving each other a notice in writing three (3) calendar months prior to the expiry of this Agreement. Such notice and any other communication or notice by the Parties shall be deemed to have been duly given or made when it shall be delivered by hand to the party to which it is required or permitted to be given or made at such Party's address specified in this Agreement or/and at such other address as such party shall have designated by notice to the other party giving such notice.

#### ARTICLE 8: TERMINATION OF THE LEASE

8.1 This lease shall come to termination upon the occurrence of the following;

- (i) Bankruptcy of the Tenant;
- (ii) Continued breach of the terms of this Agreement by either party;

- 8.2 The Tenant shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give three months *Notice of Termination of the Lease* in writing to the Landlord or in lieu of the Notice the Tenant shall pay Three (3) month's rent to the Landlord PROVIDED ALWAYS that the notice shall never operate as a waiver to the requirement of six (6) months advance rent payment. Upon expiry of the Tenant's notice and upon surrender of the vacant possession of the lease premises the Landlord shall refund to the Tenant the balance of any prepaid rent for the unexpired term.
- 8.3 The Landlord shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give a three months *Notice of Termination of the Lease* in writing to the Tenant and refund to the Tenant the balance of any prepaid rent for the unexpired term upon surrender of the vacant possession of the lease premises.

#### ARTICLE 9: DISPUTES

Any disputes arising between the parties concerning this lease that cannot be resolved in negotiations between the LANDLORD and TENANT will be settled by arbitration. One arbitrator will be appointed by each of the Parties within ten (10) working days after the complaining party delivers to the other party a formal, written charge specifying the nature of the complaint and requesting arbitration. The two named arbitrators will appoint the third arbitrator no later than one month after their appointment, and will reach agreement on the dispute no later than three months after they have been convened. The decision of the arbitration committee will be final and binding once it has been issued in writing. There will be no appeal of the decision of the arbitration committee.

#### ARTICLE 10: INSURANCE

Each party will be liable for damages to the leased premises caused by its own fault or negligence, or that of its agents and/or employees.

The LANDLORD will bear responsibility for all risk of loss or damage to the premises, for the entire term of this lease, arising from any causes whatsoever with or without fault of the LANDLORD, excluding lightning, storm, tempest, explosion, riot, civil commotion, flood, labor disturbance, earthquake, malicious damage, or any other casualty or Act of God. The LANDLORD will adequately insure the property against fire and all other risks enumerated above and normally insured under standard coverage. The LANDLORD will

also carry adequate personal injury and liability insurance on all areas of the property to cover all risks for which he/she/it is responsible.

The TENANT will bear responsibility for all risk of loss or damage to TENANT'S personal property, furnishings or equipment. TENANT assumes no liability for damages to the premises which are not directly attributable to TENANT.

#### **ARTICLE 11: FORCE MAJEURE**

No party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labour conflicts, contagious diseases, accidents, fire, strong winds, floods, earthquake, or because of any law, order, proclamation, regulation or ordinance of the government of subdivision thereof, or because of any other reason beyond the reasonable control of the party affected, PROVIDED that notice in writing of the occurrence of such event and its effect on the party's ability to perform its obligation is given within the shortest possible period.

As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party. Should one or both of the Parties hereto to be prevented from fulfilling its obligations by a state of force majeure lasting more than six months, the parties shall consult with each other and determine on the future performance of this Agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.

#### **ARTICLE 12: NOTICES**

12.1 All notices, requests, consents, demands waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail or prepaid cable, telex, or telefax to the addresses set forth below:

12.1.1 In the case of the Landlord to:

TT INVESTMENT LTD  
P.O. Box 7649  
Dar es Salaam  
Tanzania

12.1.2 In the case of the Tenant to:

VIETTEL E-COMMERCE LTD  
P.O.BOX 34716  
Dar es salaam

12.2 The Parties may, at any time, by like notice to each other Party designate any other address and/or telefax number to which notices and other communications should be transmitted.

### ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with Tanzania laws.

IN WITNESS WHEREOF the parties herein have hereto signed this deed on the day, month, year and the manner as hereinafter appearing.

LANDLORD

SIGNED AND DELIVERED for and on behalf of the said  
TT Investment Limited

This 10<sup>th</sup> day of September 2019

NAME: ..... FONG JUN LIU .....  
SIGNATURE: ..... [Signature] .....  
QUALIFICATION: ..... M. Director .....

TT INVESTMENT LIMITED  
Date: .....  
P. O. Box 7649  
DAR-ES-SALAAM

In the Presence of ADVOCATE

NAME: ..... KAHIZA NICHOLAS .....  
SIGNATURE: ..... [Signature] .....  
QUALIFICATION: ..... ADVOCATE .....



TENANT

SIGNED AND DELIVERED for and on behalf of the said  
VIETTEL E-COMMERCE LTD of

This 10<sup>th</sup> day of SEPT 2019

NAME: ..... NGUYEN DUC THAN .....  
SIGNATURE: ..... [Signature] .....  
QUALIFICATION: ..... MANAGING DIRECTOR .....



In the Presence of

NAME: ..... NGUYEN HUU HANH .....  
SIGNATURE: ..... [Signature] .....  
QUALIFICATION: ..... Deputy Managing Director .....

Copy .500

Stamp Duty  
Shs. 20,000 collected  
Receipt No. 99841805152 Dated 25/11/2019  
Regional - Manager Kinondoni Tax Region

[Handwritten mark]

\*\*\* START OF LEGAL RECEIPT \*\*\*

HYMUK ATTORNEY  
P.O. BOX 79575 DAR ES SALAM  
TEL: +255 652 561 364  
SIRKET CHOLE ROAD  
TANZANIA

TIN 123027930  
URN 48030254  
UIN 01181F  
-10567504123027930031744202935

KINDUONI  
RECEIPT NUMBER 0003/000600  
ZNO 00078  
ECP: 11 OP: 01

LEGAL SERVICES 10'000.00 H  
SUB TOTAL 10'000.00

TOTAL  
TSh 10'000.00

TAXABLE H: 10'000.00  
VAT H: 10'000.00  
1'525.42

TOTAL VAT 1'525.42

CASH 10'000.00  
ITEMS NUMBER 1  
DATE 12-03-2019 TIME 10:16:01  
SERIAL NUMBER 0312442029135  
EJ SN: 573815507  
EJ ACTIVATION DATE: 12-03-2019

\*\*\* END OF LEGAL RECEIPT \*\*\*