SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

SHOPPING MALL RETAIL UNIT AND COMMERCIAL SPACE LEASE AGREEMENT

Agreement No.: [●]/[Year]/Mall - Lease

This Agreement is made on [●] [Month] [Year] at [●], by and between:

LESSOR (PARTY A)

- Legal name/Full name: [●]
- Enterprise Registration Number/Tax Identification Number, if applicable: [●]
- Registered office/Contact address: [●]
- Legal representative: [●]
- Position: [●]
- Basis of representation/Authorization: [●]
- Telephone: [●]
- Notice email address: [●]
- Bank account details: [●]

LESSEE (PARTY B)

- Legal name/Full name: [●]
- Enterprise Registration Number/Tax Identification Number, if applicable: [●]
- Registered office/Contact address: [●]
- Legal representative: [●]
- Position: [●]
- Basis of representation/Authorization: [●]
- Telephone: [●]
- Notice email address: [●]
- Brand/Trade name to be operated at the Retail Unit: [●]

Party A and Party B are each referred to as a “Party” and collectively as the “Parties.”

RECITALS

This Agreement is entered into with reference to:

- The Civil Code and other applicable laws of Vietnam;
- Applicable laws on real estate business, construction, land, fire prevention and firefighting, advertising, taxation, and relevant sector-specific requirements;
- The legal documents evidencing Party A’s right to lease the Premises;
- Party B’s requirement to use the Premises for commercial purposes; and
- The mutual agreement of the Parties.

The Parties agree as follows.

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1. Shopping Mall

“Shopping Mall” means the commercial building or complex located at [●], comprising leased commercial premises, common areas, technical infrastructure, and operating facilities as specified in the relevant documents.

1.2. Premises

“Premises” means the area specifically identified in Appendix 01 and handed over to Party B for business operations under this Agreement. The Premises do not automatically include corridors, passageways, common toilets, advertising areas, or other common areas.

1.3. Common Areas

“Common Areas” means areas designated for shared use or management of the Shopping Mall, including corridors, lobbies, elevators, emergency exits, and other areas identified in the relevant documents. Party B’s use of such areas shall be subject to this Agreement and the applicable operating rules.

1.4. Handover Date

“Handover Date” means the date on which the Parties sign the handover record confirming the actual condition and delivery of the Premises, unless otherwise agreed in writing.

1.5. Rent Commencement Date

“Rent Commencement Date” means the date specified in Article 5. It may differ from the execution date, Handover Date, or Opening Date.

1.6. Opening Date

“Opening Date” means the date on which Party B commences business operations at the Retail Unit after satisfying applicable legal, technical, and operational requirements.

1.7. Service Charges and Operating Costs

“Service Charges and Operating Costs” means charges specified in Article 6 and Appendix 03, with the calculation basis, service scope, and settlement method expressly identified.

1.8. Turnover Rent

“Turnover Rent” means rent calculated by reference to turnover as defined in Article 7 and Appendix 04. Turnover shall not automatically be equated with amounts received through a single payment terminal or bank account unless expressly provided in this Agreement.

1.9. Shopping Mall Rules

“Shopping Mall Rules” means the operating, safety, hygiene, delivery, construction, signage, and common-area rules properly provided or communicated to Party B.

1.10. Order of Precedence

This Agreement, its appendices, and the Shopping Mall Rules shall be interpreted consistently. In the event of inconsistency, mandatory applicable law shall prevail, followed by this Agreement and its duly executed appendices. Operating rules shall not automatically amend core commercial obligations, including rent, lease term, security deposit, or other fundamental rights and obligations, unless there is a valid legal basis to do so.

ARTICLE 2. LEASED PROPERTY AND RIGHT TO LEASE

2.1. Shopping Mall Information

- Shopping Mall name: [●]
- Address: [●]
- Property management operator: [●]
- Owner/person entitled to lease the Premises: [●]
- Documents evidencing the right to lease: [●]

2.2. Retail Unit Information

- Retail Unit code: [●]
- Floor/Zone/Location: [●]
- Agreed area: [●] m^2
- Rentable area: [●] m^2
- Area measurement method: [●]
- Frontage/Depth, if applicable: [●]
- Permitted purpose: [●]
- Permitted business category: [●]
- Handover condition: [●]

The location plan, boundaries of the Premises, and handover infrastructure are set out in Appendix 01.

2.3. Party A's Right to Lease

Party A represents that it has the lawful right or sufficient authority, authorization, and approvals required to enter into and perform this Agreement.

Party A shall provide reasonable information and documents for Party B to verify the scope of Party A's leasing rights, the lawful intended use of the property, and material restrictions that may directly affect the lease.

2.4. Scope of Use

Party B may use the Premises during the Lease Term for the agreed purpose. Payment of rent, Service Charges, or fit-out costs does not confer ownership of the Premises or Common Areas on Party B.

2.5. Legal Conditions of the Premises

Party A shall disclose restrictions known or reasonably expected to be known to Party A concerning its leasing rights, permitted use, access, technical infrastructure, or conditions of use that may materially affect the intended purpose of the lease.

Party B shall verify the sector-specific legal requirements applicable to its products, services, and business model.

ARTICLE 3. PERMITTED USE, BUSINESS CATEGORY, AND OPERATIONS

3.1. Permitted Use

Party B shall use the Premises to operate the following business:

- Brand name: [●]
- Main products/services: [●]
- Permitted product/service list: [●]
- Business model: [●]
- Primary customer segment, if applicable: [●]

3.2. Change of Business Category

Party B shall not change to a materially different business category that affects the Shopping Mall’s tenant mix, safety, permitted use, or legal compliance without Party A’s prior written consent where such consent is required.

Party A shall respond within [●] Business Days after receiving a complete application. Consent does not replace any license or approval required from a competent authority.

3.3. Prohibited Activities

Party B shall not:

a) Trade in goods or services prohibited by law.

b) Use the Premises for purposes inconsistent with the permitted use, applicable conditions, or safety requirements.

c) Store hazardous, flammable, or explosive materials or operate equipment beyond permitted limits.

d) Obstruct emergency exits, corridors, passageways, or other retail units.

e) Use any third-party brand, material, or intellectual property without lawful authorization.

3.4. Business Licenses

Party B shall obtain, maintain, and renew the registrations, licenses, certificates, and business conditions falling within its responsibility.

Party A shall reasonably cooperate by providing documents lawfully under its control where necessary and consistent with this Agreement.

ARTICLE 4. LEASE TERM, HANDOVER, AND FIT-OUT PERIOD

4.1. Lease Term

Lease Term: [●] months/years.

- Commencement Date: [●]
- Expiry Date: [●]
- Scheduled Handover Date: [●]
- Scheduled Fit-Out Period: [●]
- Scheduled Opening Date: [●]

4.2. Handover Conditions

Party A shall hand over the Premises when:

a) The Premises are available for delivery within the agreed scope.

b) The handover items and actual condition are recorded in the handover report.

c) The Parties agree on utility meter readings, keys, access cards, connection points, and relevant technical items.

d) Any additional handover conditions in Appendix 02 have been satisfied.

4.3. Delayed Handover

If Party A fails to hand over the Premises on time due to reasons attributable to Party A, the Parties shall record the delay and agree on adjustments to the Rent Commencement Date, fit-out period, and Opening Date.

If the delay exceeds [●] days, Party B may request remedial measures or terminate this Agreement under Article 15, where the applicable conditions are met.

4.4. Rent-Free Fit-Out Period

The Parties agree that the fit-out period shall run from [●] to [●].

During this period:

- Base Rent: [Fully waived/Partially waived/Not waived].
- Service Charges: [●].
- Actual electricity, water, and utility consumption: [●].
- Fit-out, contractor access, or other fees, if any: [●].

A rent-free period does not automatically waive Service Charges, utility charges, or other fees unless expressly stated in this Agreement.

4.5. Delayed Opening

If Party B delays opening for reasons attributable to Party B, rent shall be charged according to the agreed rent schedule unless otherwise agreed.

If the delay results from Party A's failure to provide the agreed handover conditions, an infrastructure failure attributable to Party A, or another cause not attributable to Party B, the Parties shall consider adjusting the Opening Date and corresponding financial obligations.

4.6. Renewal

Party B shall submit a renewal request at least [●] days before the expiry of this Agreement. Any renewal priority shall be expressly set out in Appendix 06, including the response period, commercial conditions, and exercise procedure.

No automatic renewal right shall arise unless validly agreed.

ARTICLE 5. RENT STRUCTURE AND PAYMENT SCHEDULE

5.1. Rent Structure

The Parties shall select one of the following options:

Option A — Fixed Rent: Party B pays a fixed monthly rent.

Option B — Turnover Rent: Party B pays rent calculated as a percentage of turnover under Article 7.

Option C — Minimum Rent Plus Turnover Rent: Party B pays minimum rent and an additional amount calculated by reference to turnover under Article 7.

Option D — Other Structure: [●].

5.2. Fixed Rent

- Rent amount: VND [●] per month.
- Reference rate: VND [●] per m² per month.
- Rentable area: [●] m².
- Payment due date: [●].
- Payment frequency: [Monthly/Quarterly/Other: ●].

5.3. Minimum Rent

If Option C applies:

- Minimum Rent: VND [●] per month.
- Applicable period: [●].
- Rent escalation mechanism: [●].
- Rent review date: [●].

5.4. Rent Adjustments

Rent may only be adjusted in accordance with the formula, review cycle, and effective date specified in Appendix 03.

If no rent adjustment mechanism has been expressly agreed, Party A shall not unilaterally increase rent during the Lease Term solely due to market fluctuations or Party B’s business performance.

5.5. Taxes and Invoices

The Parties shall specify whether the agreed rent includes or excludes taxes for which Party A is responsible:

Rent includes the taxes specified in this Agreement.

Rent excludes the taxes specified in this Agreement.

Other arrangement: [●].

Each Party shall fulfill its tax declaration, payment, and invoicing obligations in accordance with applicable law.

5.6. Payment Method

Party B shall pay to the bank account notified in writing by Party A or by another lawful payment method agreed by the Parties.

Each payment reference should identify the rental period, Retail Unit code, and relevant payment item.

5.7. Late Payment

If an amount becomes overdue, Party A shall issue a notice identifying the amount due, relevant rental period, calculation basis, and cure period.

Late payment interest or other remedies may be applied only in accordance with lawful contractual terms and applicable law. Party A shall not arbitrarily lock the Retail Unit, seize property, or discontinue essential services as a coercive measure without a legal basis.

ARTICLE 6. SERVICE CHARGES, MANAGEMENT FEES, AND OPERATING COSTS

6.1. Applicable Charges

Charges may include:

a) Management and operation of Common Areas.

b) Common-area cleaning, security, and waste management.

c) Lighting, air-conditioning, or common technical systems where provided.

d) Maintenance and operation of common infrastructure to the extent properly allocable.

e) Other specifically identified services or facilities.

Applicable charges, calculation methods, and payment dates shall be set out in Appendix 03.

6.2. Transparency Principles

Party A or the management operator shall provide Party B with:

- A list of chargeable services.
- The basis for calculating rates or allocating costs.
- The billing period and payment deadline.
- Reconciliation or settlement information as agreed.
- A reasonable explanation for material changes to charges.

The same cost shall not be charged more than once under different descriptions without a valid basis.

6.3. Excluded Costs

Unless permitted by law and expressly provided in this Agreement, Party B shall not be allocated:

a) Repair costs for damage caused by Party A or its contractors.

b) Fines, penalties, or costs arising from Party A’s own breach.

c) Costs of remedying initial construction defects for which another party is responsible.

d) Costs attributable exclusively to another retail unit without a reasonable allocation basis.

e) Costs having no reasonable connection to the services or operating benefits allocated to Party B.

This list shall be adjusted to reflect applicable law and the agreed cost allocation mechanism for the Shopping Mall.

6.4. Service Charge Reconciliation

Where charges are collected on a provisional budget basis, Party A shall reconcile or settle the charges every [●].

Any shortfall or excess shall be paid, credited, or refunded within [●] Business Days after the Parties confirm the reconciliation.

6.5. Right to Request Explanations

Party B may reasonably request explanations and supporting documents for charges, invoices, and allocation formulas directly relating to its payment obligations, subject to confidentiality restrictions and the agreed information disclosure procedure.

6.6. Changes to Charges

Party A shall give at least [●] days' prior notice of changes to recurring charges, together with the basis and effective date. Any change must comply with this Agreement and applicable law. Notice alone does not replace Party B's consent where such consent is required.

ARTICLE 7. TURNOVER RENT AND SALES REPORTING

This Article applies if the Parties select Option B or Option C under Article 5.

7.1. Turnover Rent Rate

- Turnover Rent rate: [●]%.
- Turnover calculation period: [Monthly/Quarterly/Other: ●].
- Reporting deadline: [●].
- Payment deadline for Turnover Rent: [●].

7.2. Calculation Formula

Turnover Rent shall be calculated as follows:

Turnover Rent = Turnover for Rent Calculation × Turnover Rent Rate.

If Minimum Rent Plus Turnover Rent applies, the Parties shall select and specify one of the following mechanisms:

Rent payable is the greater of Minimum Rent and Turnover Rent.

Rent payable is Minimum Rent plus the portion of Turnover Rent exceeding the threshold of [●].

Specific formula: [●].

Multiple formulas shall not be applied simultaneously unless expressly agreed.

7.3. Turnover for Rent Calculation

Turnover for Rent Calculation includes sales or service revenue arising from operations at the Retail Unit within the scope defined in Appendix 04. This may include direct transactions and remote transactions connected with the Retail Unit if expressly provided.

The Parties shall expressly determine the treatment of:

- Actual product returns and refunds.
- Indirect taxes excluded under the agreed mechanism.
- Discounts and gift vouchers.
- Cancelled orders, fraudulent transactions, or incomplete transactions.
- Online orders collected at the Retail Unit.
- Orders placed at the Retail Unit but fulfilled from another warehouse.
- Sales through the brand’s shared or centralized channels.
- Other items: [●].

The turnover of Party B’s entire business shall not automatically be included in the turnover of the Retail Unit unless the Parties expressly agree on that scope.

7.4. Turnover Reports

Party B shall submit a turnover report using the form in Appendix 04, showing at least:

a) Total turnover for the period.

b) Permitted deductions and adjustments.

c) Turnover for Rent Calculation.

d) Applicable rate and corresponding rent amount.

e) Material differences or adjustments from the previous period, if any.

7.5. Audit and Verification Rights

Party A may request verification of information directly relevant to Turnover Rent upon reasonable grounds and by giving [●] Business Days' prior notice.

Verification shall be limited to what is reasonably necessary and shall protect customer data, trade secrets, and Party B's unrelated information.

7.6. Reporting Discrepancies

If verification identifies a discrepancy, the Parties shall reconcile and record:

- The affected reporting period.
- The amount of the discrepancy.
- The cause and supporting evidence.
- The deadline for additional payment or refund.
- Any additional verification costs, where contractually justified.

Remedies shall only apply where the breach is established and the applicable contractual conditions are met.

7.7. Confidentiality of Turnover Data

Party A shall use turnover data only to calculate rent, reconcile obligations, and for other lawful purposes agreed by the Parties.

If Party A publishes aggregated market data by business category, the publication shall not disclose Party B's trade secrets unless there is another lawful basis for disclosure.

ARTICLE 8. DESIGN, FIT-OUT, AND COMPLETION OF THE RETAIL UNIT

8.1. Design Submissions

Party B shall submit design documents in accordance with the technical standards and deadlines specified in Appendix 05.

Party A or the management operator shall respond within [●] Business Days after receiving a complete submission. The response shall identify the items

approved, items requiring revision, and items for which further information is required.

8.2. Scope of Approval

Party A’s design approval confirms compliance only with the management and technical requirements within Party A’s remit. It does not replace any license, appraisal, inspection, acceptance, or approval required by law.

8.3. Contractors and Fit-Out Personnel

Party B shall appoint contractors who satisfy applicable legal requirements and the applicable fit-out rules. Party B shall be responsible for acts and damage caused by its contractors to the extent provided by law and this Agreement.

8.4. Technical Systems

All connections or modifications involving electrical loads, water supply, drainage, air-conditioning, ventilation, kitchen equipment, piping, fire alarm systems, and other technical systems shall comply with approved specifications and procedures.

8.5. Fit-Out Delays

If the fit-out schedule is delayed due to a Party’s failure to perform its obligations, the Parties shall record the cause, impact, and remedial measures. Adjustments to the Opening Date or payment obligations shall be handled under Articles 4 and 15.

8.6. Reinstatement at Expiry

Party B shall remove or leave fit-out items in accordance with Appendix 05. Party A shall not require reinstatement beyond the agreed scope or beyond Party B’s lawful obligations merely by making a general demand to “restore the Premises to their original condition.”

ARTICLE 9. OPERATIONS, OPENING HOURS, AND SHOPPING MALL RULES

9.1. Operating Hours

Standard Shopping Mall operating hours: [●].

Retail Unit operating hours: [●], subject to applicable law and properly notified Shopping Mall Rules.

9.2. Operating Obligations

Party B shall maintain operations according to the agreed schedule, except where closure is permitted, approved, or caused by a force majeure event.

If Party B fails to open for an extended period without a valid reason, Party A shall issue a notice and allow [●] days to remedy the situation before applying contractual remedies.

9.3. Shopping Mall Rules

The rules shall address:

- Opening and closing hours.
- Access and employee passes.
- Delivery and transportation of goods.
- Waste management and hygiene.
- Safety, fire prevention, firefighting, and emergency exits.
- Fit-out and maintenance procedures.
- Signage and advertising.
- Use of Common Areas.
- Violation management procedures.

The applicable rules shall be provided to Party B before handover or before they take effect.

9.4. Amendments to Rules

Party A may update the rules to meet legal, safety, or reasonable operational requirements, provided that appropriate prior notice is given.

Such amendments shall not automatically change core commercial obligations or deprive Party B of agreed use rights, except as permitted by law or validly agreed by the Parties.

9.5. Closure or Restricted Access

If the Shopping Mall must close or restrict access due to an order of a competent authority, a safety incident, major maintenance, or another cause, Party A shall notify Party B as soon as reasonably practicable.

Rent and Service Charges during the affected period shall be dealt with under Article 14, having regard to the extent to which Party B can actually use the Premises and the cause of the disruption.

ARTICLE 10. ADVERTISING, SIGNAGE, AND BRAND RIGHTS

10.1. Retail Unit Signage

Party B may use signage within the approved area and location specified in Appendix 06, subject to applicable laws on advertising, construction, safety, and intellectual property.

10.2. Advertising within the Shopping Mall

Use of screens, advertising boards, event areas, display spaces, or shared marketing locations shall be separately specified in terms of:

- Location and dimensions.
- Usage period.
- Fees.
- Permitted content.
- Installation, maintenance, and removal responsibilities.

Advertising in Common Areas shall not automatically be deemed included in the rent for the Retail Unit.

10.3. Use of Brands

Each Party may use the other Party’s trademarks, trade names, images, or intellectual property only within the authorized scope.

Party B shall be responsible for securing rights to its brand and advertising content.

10.4. Joint Marketing Programs

Party B’s participation in Shopping Mall promotions, events, sales campaigns, or joint marketing activities shall be subject to the scope and costs agreed by the Parties.

Any mandatory contribution, if applicable, shall be expressly stated in Appendix 03 or Appendix 06 and shall not constitute an unlimited or open-ended obligation.

ARTICLE 11. CATEGORY EXCLUSIVITY AND PRIORITY RIGHTS

11.1. Category Exclusivity

No category exclusivity applies.

Category exclusivity applies as follows:

- Product/service category: [●]
- Scope of exclusivity: [●]
- Duration: [●]
- Exceptions: [●]
- Conditions for maintaining exclusivity: [●]
- Remedies for breach: [●]

Exclusivity shall apply only to the expressly defined scope. No exclusivity right shall be implied merely because Party B leases a particular location or is the first tenant operating in a business category.

11.2. Data for Commercial Negotiations

If Party A collects and uses turnover data by business category, the Parties may agree to provide aggregated data or market information to support negotiations, provided that the trade secrets of other tenants are not unlawfully disclosed.

11.3. Priority Right to Re-Lease

If applicable, any priority right to re-lease shall specify:

- Deadline for submitting the request.
- Rent determination mechanism.
- Commercial conditions.
- Party A’s response deadline.

- Conditions for exercising the right.

A priority right does not constitute automatic renewal or an entitlement to remain in the Premises after expiry without a valid agreement.

ARTICLE 12. ASSIGNMENT, SUBLETTING, AND CHANGE OF CONTROL

12.1. Transfer of Lease Rights

Party B shall not assign this Agreement, sublet all or any part of the Premises, or allow a third party to independently occupy the Retail Unit without Party A's required consent under this Agreement and applicable law.

12.2. Change of Operating Entity

If Party B changes the operating legal entity, transfers the business operated at the Retail Unit, or changes the entity occupying the Premises, Party B shall give at least [●] days' prior notice and provide documents for the Parties to assess continued performance of this Agreement.

12.3. Review Criteria

Party A shall assess the request on reasonable grounds, including the proposed operator's ability to perform obligations, business category, legal compliance, safety, and impact on Shopping Mall operations.

Party A shall respond within [●] Business Days after receiving a complete application. Any approval, refusal, or request for additional documents shall be communicated in writing.

12.4. Processing Fees

Any application or transfer processing fee shall be expressly stated in Appendix 03 or a separate written agreement, including its amount or calculation basis and payment deadline.

ARTICLE 13. INSURANCE, SAFETY, AND LIABILITY FOR DAMAGE

13.1. Insurance

The Parties shall maintain insurance required by law and any additional insurance expressly agreed.

- Building insurance: [●]
- Public liability insurance: [●]
- Party B’s property and stock insurance: [●]
- Other insurance: [●]

13.2. Safety and Incidents

A Party that becomes aware of an incident posing a risk of injury, property damage, or building damage shall promptly notify the management operator and the other Party and take reasonable measures within its ability to mitigate the damage.

13.3. Allocation of Liability

Each Party shall be responsible for damage caused by its own fault or breach within the scope of its responsibility under applicable law and this Agreement.

Party B shall be responsible for its goods, equipment, employees, and business activities, except to the extent that the damage is attributable to Party A or another party under an applicable legal basis.

13.4. Incident and Claim Notices

An incident notice shall describe the time, location, known damage, and measures already taken. The Parties shall cooperate in preserving evidence and handling claims with insurers or third parties where necessary.

ARTICLE 14. INCIDENTS, OPERATIONAL DISRUPTION, AND FORCE MAJEURE

14.1. Events Affecting the Premises

If the Premises become wholly or materially unusable due to building damage, infrastructure failure, fire, flooding, safety risks, or another event not caused by Party B, the Parties shall record:

a) The affected area.

b) The estimated rectification period.

c) The ability to continue business operations.

d) Repair responsibilities.

e) Treatment of rent, Service Charges, and amounts already paid.

14.2. Adjustment of Financial Obligations

Depending on the extent of the impact and the applicable legal basis, the Parties shall agree on a corresponding reduction, suspension, or adjustment of rent and Service Charges for the part of the right to use the Premises that has been lost or restricted.

Rent shall not automatically be waived in full if the Retail Unit remains substantially usable, unless otherwise agreed or required by law.

14.3. Force Majeure

A force majeure event shall be determined in accordance with applicable law and the specific circumstances of the event.

The affected Party shall notify the other Party within a reasonable period, provide relevant information, and take appropriate measures to mitigate the consequences.

Financial difficulties, reduced turnover, or failure to achieve expected business performance shall not automatically constitute force majeure.

14.4. Prolonged Disruption

If an incident prevents the agreed purpose of the lease from being achieved for [●] consecutive days or [●] cumulative days during [●], either Party may request negotiations regarding continued performance, adjustment of obligations, or termination under the agreed conditions and applicable law.

ARTICLE 15. BREACH, CURE, AND TERMINATION

15.1. Breach of Obligations

A Party shall be in breach if it fails to perform or improperly performs an obligation under this Agreement, except where it is excused under applicable law or a valid contractual provision.

15.2. Notice and Cure Period

The non-breaching Party shall issue written notice identifying:

- The obligation breached.
- The relevant facts and basis for the breach.
- The required remedial action.
- The cure period: [●] days.
- The potential consequences of failure to cure.

In urgent cases involving a risk to safety or serious damage, necessary measures may be taken immediately to the extent permitted by law.

15.3. Events of Termination

This Agreement shall terminate upon:

a) Expiry of the Lease Term without renewal.

b) Mutual written agreement.

c) A Party exercising a valid termination right under this Agreement or applicable law.

d) The Premises becoming unusable under circumstances recognized by law.

e) An order of a competent authority or another legal ground preventing continued performance.

15.4. Early Termination by Party B

Party B may terminate this Agreement early in any of the following circumstances, as selected and completed:

Party A commits a material breach and fails to remedy it within a reasonable period.

The Premises cannot be used for the agreed purpose due to reasons attributable to Party A.

Continued performance becomes impossible under an applicable legal ground.

Other agreed termination right: [●].

Notice period: [●] days, unless a different period is permitted by law or justified by the nature of the breach.

15.5. Early Termination by Party A

Party A may terminate this Agreement early on grounds agreed by the Parties and permitted by law, including an unremedied material payment default, a serious misuse of the Premises, or unlawful business operations.

Party A shall comply with applicable notice procedures, cure periods, and any corresponding refund or compensation obligations.

15.6. Termination for Redevelopment or Renovation

If Party A needs to terminate this Agreement for redevelopment, major renovation, or a change in the use of the Shopping Mall, the applicable conditions shall be expressly stated:

- Grounds and scope of works: [●].
- Notice period: [●].
- Treatment of prepaid rent: [●].
- Return of security deposit: [●].
- Treatment of unamortized fit-out costs, if any: [●].
- Relocation assistance or compensation, if any: [●].

A general reference to redevelopment shall not by itself create an unrestricted termination right unless the agreed conditions or applicable law support such termination.

15.7. Contractual Penalties and Compensation

Contractual penalties shall apply only where lawfully agreed and to the extent permitted by applicable law. Compensation shall be based on actual loss, causation, and the responsibility of the breaching Party.

Security deposit treatment, contractual penalties, and compensation shall not result in duplicate recovery for the same loss without a valid basis.

ARTICLE 16. SURRENDER OF THE PREMISES AND FINAL SETTLEMENT

16.1. Surrender Deadline

Party B shall surrender the Premises within [●] days after termination or on another date validly agreed by the Parties.

16.2. Surrender Condition

Party B shall return the Premises in the condition required by this Agreement and the original handover report, taking into account fair wear and tear arising from proper use and any approved alterations.

16.3. Removal of Fit-Out Items

The Parties shall identify the following in Appendix 05:

- Items Party B must remove: [●].
- Items that may remain: [●].
- Items requiring reinstatement: [●].
- Completion deadline: [●].
- Cost determination if work is not completed: [●].

16.4. Final Settlement

Within [●] Business Days after receiving all necessary information, the Parties shall reconcile:

a) Outstanding rent.

b) Service Charges and utility costs.

c) Unsettled Turnover Rent.

d) Evidenced costs of remedying damage.

e) Security deposit and amounts refundable.

f) Other outstanding obligations.

16.5. Return of Security Deposit

Party A shall refund the remaining security deposit within [●] Business Days after reconciliation of the relevant obligations. Any amount that cannot yet be finalized shall be accompanied by a stated reason, basis, and deadline for resolution.

16.6. Late Surrender

If Party B fails to surrender the Premises on time, any holdover rent or compensation shall be determined under the lawful contractual terms and applicable law. Party A shall not dispose of Party B’s property without legal authority.

ARTICLE 17. CONFIDENTIALITY, DATA, AND BUSINESS INFORMATION

17.1. Each Party shall protect financial information, turnover data, commercial terms, customer data, and trade secrets obtained during performance of this Agreement.

17.2. Information shall be used only for performance of this Agreement, legal compliance, or another purpose agreed by the Parties.

17.3. Disclosure to government authorities, auditors, lawyers, insurers, or professional advisers may be made to the extent necessary and in accordance with applicable law or agreement.

17.4. Confidentiality obligations shall not prevent lawful disclosure required by a competent authority.

ARTICLE 18. NOTICES AND DISPUTE RESOLUTION

18.1. Notices

Notices shall be sent to the addresses, email addresses, or other contact details registered by the Parties in the preamble. Any change in contact details shall be notified in writing.

18.2. Negotiation

If a dispute arises, the Parties shall seek to resolve it through good-faith negotiations within [●] days after one Party issues a dispute notice, except where urgent relief is required under applicable law.

18.3. Dispute Resolution

If negotiations fail, the dispute shall be submitted to the competent authority or forum under Vietnamese law, unless the Parties have agreed on another lawful dispute resolution mechanism.

18.4. Continued Performance

During a dispute, the Parties shall continue performing undisputed obligations to the extent reasonably possible and not inconsistent with an order of a competent authority.

ARTICLE 19. GENERAL PROVISIONS

19.1. This Agreement and its duly executed appendices form an integral part of the contractual arrangement between the Parties.

19.2. Any amendment or supplement shall be made in writing and validly approved by the Parties.

19.3. If any provision is invalid, the remaining provisions shall remain effective to the extent permitted by law. The Parties shall cooperate to replace the invalid provision with a lawful provision that most closely reflects its intended purpose.

19.4. This Agreement shall take effect on [●] or, if no other date is specified, on the date of execution.

19.5. This Agreement is executed in [●] counterparts of equal legal effect, with [●] counterpart(s) retained by Party A and [●] by Party B. Electronic execution may be used where compliant with applicable law.

19.6. Each Party confirms that it has read and understood its rights and obligations, has had an opportunity to review the material commercial terms, and enters into this Agreement voluntarily.

FOR AND ON BEHALF OF PARTY A	FOR AND ON BEHALF OF PARTY B

Signature, full name, title, and seal (if applicable).

Signature, full name, title, and seal (if applicable).

APPENDIX 01 — LOCATION, AREA, AND LEASED PREMISES

1. Retail Unit Information

- Shopping Mall name: [●]
- Retail Unit code: [●]
- Floor/Zone: [●]
- Area according to records: [●] m²
- Rentable area: [●] m²
- Measurement method: [●]
- Location plan attached: [Yes/No]

2. Handover Scope

- Retail Unit boundaries: [●]
- Entrance/frontage: [●]
- Electrical connection point: [●]
- Water and drainage connection points: [●]
- Ventilation/air-conditioning system: [●]
- Ancillary areas permitted for use: [●]
- Areas excluded from the lease: [●]

3. Confirmation

The Parties confirm that the above plan and description form the basis for identifying the Premises. If the actual area differs from the agreed area, the adjustment mechanism shall be determined under Article [●] of this Agreement.

APPENDIX 02 — HANDOVER REPORT AND FIT-OUT CONDITIONS

1. Handover Date: [●]

For Party A: _____ For Party B: _____

2. Handover Condition

Item	Condition at Handover	Notes/Photographs
Floor, walls, ceiling	[●]	[●]
Doors, locks, glazing	[●]	[●]
Electricity and meters	[●]	[●]
Water and meters	[●]	[●]
Air-conditioning/ventilation	[●]	[●]
Safety systems	[●]	[●]
Other items	[●]	[●]

3. Fit-Out Conditions

- Design submission deadline: [●]
- Target design approval date: [●]
- Fit-out period: [●]
- Permitted working hours: [●]
- Management contact person: [●]
- Contractor access requirements: [●]
- Completion deadline: [●]

For Party A: _____ For Party B: _____

APPENDIX 03 — RENT AND SERVICE CHARGE SCHEDULE

Item	Calculation Basis	Amount/ Rate	Billing Cycle/Payment Date

Fixed Rent	[●]	[●]	[●]
Minimum Rent	[●]	[●]	[●]
Turnover Rent	[●]%	Under Article 7	[●]
Management Fee	[●]	[●]	[●]
Electricity	Meter/Rate	[●]	[●]
Water	Meter/Rate	[●]	[●]
Cleaning Fee	[●]	[●]	[●]
Advertising/Event Fee	[●]	[●]	[●]
Fit-Out/Access Fee	[●]	[●]	[●]
Other Charges	[●]	[●]	[●]

Service Charge Reconciliation

- Reconciliation period: [●]
- Supporting documents: [●]
- Explanation deadline: [●]
- Payment deadline for adjustments: [●]
- Procedure for disputed charges: [●]

For Party A: _____ For Party B: _____

APPENDIX 04 — TURNOVER REPORT FOR RENT CALCULATION

Reporting Period: [●]

Item	Amount

Total sales/service turnover for the period	[●]
Deductions permitted under the Agreement	[●]
Other valid adjustments	[●]
Turnover for Rent Calculation	[●]
Turnover Rent rate	[●]%
Turnover Rent calculated	[●]
Minimum Rent, if applicable	[●]
Total Rent payable	[●]

Reconciliation Principles

1. All deductions must be supported and consistent with the definition of Turnover in the Agreement.
2. Data shall be verified only to the extent necessary, with customer information and trade secrets protected.
3. Every adjustment shall identify the relevant period, amount, reason, and supporting documents.
4. If a discrepancy arises, the Parties shall record it before settling the disputed amount, unless the amount is already clearly determinable under the Agreement.

For Party A: _____ For Party B: _____

APPENDIX 05 — DESIGN, FIT-OUT, AND REINSTATEMENT STANDARDS

1. Design Documents

- Floor plan: [●]
- Electrical drawings: [●]
- Water supply and drainage: [●]

- Air-conditioning/ventilation: [●]
- Signage: [●]
- Special installations: [●]

2. Fit-Out Conditions

- Contractor: [●]
- Fit-out schedule: [●]
- Access registration procedure: [●]
- Protection of Common Areas: [●]
- Waste disposal: [●]
- Safety inspections: [●]

3. Treatment of Property at Lease Expiry

Item	Remove/Leave/ Reinstate	Responsible Party for Costs
Signage	[●]	[●]
Fixtures and fittings	[●]	[●]
Additional electrical systems	[●]	[●]
Specialized equipment	[●]	[●]
Other items	[●]	[●]

APPENDIX 06 — SIGNAGE, ADVERTISING, EXCLUSIVITY, AND PRIORITY RIGHTS

1. Signage

- Location: [●]
- Dimensions: [●]
- Duration: [●]
- Fee: [●]
- Maintenance/removal responsibility: [●]

2. Advertising and Marketing

- Advertising location: [●]
- Joint marketing program: [●]
- Participation fee: [●]
- Content approval procedure: [●]
- Response deadline: [●]

3. Category Exclusivity, if Applicable

- Product/service category: [●]
- Scope of exclusivity: [●]
- Exceptions: [●]
- Duration and maintenance conditions: [●]
- Remedies for breach: [●]

4. Priority Right to Re-Lease, if Applicable

- Deadline for request: [●]
- Rent determination mechanism: [●]
- Response deadline: [●]
- Exercise conditions: [●]

For Party A: _____ For Party B: _____

REFERENCE MATERIALS

Final Note: Before using this template from the Co-Space library or executing it as a legally binding agreement, the parties should verify the type and legal status of the property, Party A's legal capacity and authority, the applicability of real estate business laws, any mandatory requirements for standard-form contracts, and other relevant sector-specific regulations. In particular, provisions concerning revenue, operating fees, exclusivity, early termination, and compensation must be clearly specified and agreed upon for each transaction. Such provisions should not be left blank when the agreement is signed.