FIXED-TERM LEASE CONTRACT

(Items of the Contract)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 　LESSOR　LESSEE 　BUILDING  |  | Name  |  | ROSATOM SOUTH EAST ASIA PTE. LTD.  |  | (Hereafter referred to as “Lessor”) (Hereafter referred to as “Lessee”)(Hereafter referred to as Building”) |
| 　Rented office 　(Shown in the drawing attached)　Lease period　Monthly rent　Utilities, air heating and conditioning fee |  | ＊＊＊＊＊ LocationStructure, floorsFloor and segmentLeasable area |  | ＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊ ＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊  |

 The following month rent shall be payed to the Lessor or another designated person on the \_\_th of each month via direct deposit to the account indicated separately.

　Payment method (or) The following month rent shall be payed to the Lessor or another designated person on the \_\_th of each month via wire transfer.

　Purpose Office of the Lessee

　Date of advanced notice about contract cancellation Lessor

Lessee

　Period when contract cancellation is prohibited

　Period when penalty for contract breach is imposed

　Lease deposit

　Guarantee deposit ＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊

　Period of keeping lease and guarantee deposits Until the day preceding the date of the lease contract cancellation

　Special terms As follows from the “Special terms” part. The clauses of the Special terms shall be prioritized over the main clauses of the Contract.

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The fixed-term lease contract was concluded as a result of negotiation between the parties and is based on the Article 28 of the Land leasehold law (hereafter referred to as the "Law"). It regulates the lease of the Rented office by the Lessor represented by its Agent specified below (hereafter referred to as the "Agent") to the Lessee. To guarantee the validity of the contract, it is prepared in two original copies, one for the Agent of the Lessor and one for the Lessee.

　　　　　　Date: / /

Lessor

Agent of the Lessor

Lessee

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**(Rented office and leasable area)**

**Article 1.** Rented office is the “Rented office” specified in the “Building” section of the Items of the Contract

(hereafter referred to as “Items”. (Shown in the table attached)

**(Lease period)**

**Article 2.** Lease period is the “Lease period” as specified in the Items.

2. The Lessor shall hand over the Rented office to the Lessee at the day of the beginning of the “Lease period” specified in the Items. However, in case the Lessee does not fulfill their obligations specified in the Article 15, p. 1 or any other obligations under this Contract, the Lessor can postpone handover of the Rented office until these obligations are fulfilled (in case of violation of conditions, until the violations are resolved).

3. This Contract shall not be renewed and shall be terminated upon expiration of the period specified in the p. 1.

4. In the event that during the lease period the Lessor performs business activities with the aim of leasing the Rented office to a third party after the lease period expiration, the Lessee shall cooperate with it.

**(Rent, utilities, air heating, air conditioning and other fees)**

**Article 3.** The rent shall be the amount of “Monthly rent" stated in the items, payment shall be made in accordance with the “Payment method" specified in the Items. However, the Lessor can request the Lessee to pay directly. The rent payment sum for the non-full months shall be calculated by the actual number of days. The rent shall not be revised, the Article 32 of the Law shall not apply.

2. In addition to the monthly rent, the Lessee shall monthly pay “Utilities, air heating and conditioning fee” (hereafter together with the rent referred to as “Rent and other fees”), specified in the Items. The payment method shall be the same as for the payment of rent. 3. The Lessee shall pay electricity charges in the Rented office. If facilities such as water supply, gas, etc. are present in the Rented office, the Lessee shall pay these fees.

**(Consumption tax etc.)**

**Article 4.** The Lessee shall separately pay consumption tax etc. imposed on the rent and other fees. The payment method shall be the same as the method for the payment of rent.

**(Settlement expenses)**

 **Article 5.** The Lessee shall bear the expenses required for the performance of their obligations.

**(Purpose of use)**

 **Article 6.** The Lessee shall not use the Rented office for purposes other than the ones specified in the section “Purpose of use” of the items.

**(Prohibition of transfer of leasehold / sublet, limitations of co-rent and indication of name of residents)**

 **Article 7.** The Lessee shall not transfer the leasehold, sell the lease rights, sublease or rent the Rented office for use.

2. The Lessee shall not let a third party reside in the Rented office or indicate names of the residents other then its own without written consent of the Lessor.

3. The period of residence of the co-residents, mentioned in the paragraph above (hereafter the party co-residing in the Rented office is named “Co-resident”) shall not exceed the period of lease under this contract.

4. The Lessee shall ensure that Co-resident complies with the articles of this contract and performs all obligations imposed by it.

**(Fixtures and equipment installation)**

 **Article 8.** In case the Rented office or its fixtures are repaired, remodeled, or the fixtures are completely installed anew, even if the Lessee bares all the expenses, the works shall not be started before getting the Lessors’ agreement.

2. All taxes and duties such as fixed asset tax, city planning tax, real estate acquisition tax etc. imposed on the constructing and adding facilities and equipment mentioned above, regardless of the addressee shall be payed by the Lessee.

3. Split of responsibilities for the construction works related to the p. 1 and construction expenses shall be specified by the Lessor in a separate Split of responsibilities table.

**(Reparation)**

**Article 9.** When there are areas that need to be repaired, the Lessee shall promptly communicate this fact to

the Lessor who shall without delay take appropriate measures.

2. In case basing on the information from the Lessee specified above or for other reasons the Lessor decides that reparation, mending or maintenance works (including cutting electricity and water supply) are needed, the Lessee shall cooperate.

3. When the Lessor or a third party specified by the Lessor have to enter the Rented office to perform reparation and other works specified above, they shall inform the Lessee in advance. However, in case of emergency, the Lessor or a third party specified by the Lessor can enter the Rented office to perform reparation and other works specified above without prior notification of the Lessee, but they shall inform the Lessee about the works as soon as they are finished.

4. If the Lessee suffered a loss during or as a result of the reparation works specified by the p. 2 performed by the Lessor or a third party indicated by the Lessor, the Lessor or the third party indicated by the Lessor shall not bear any responsibilities for it. However, this shall not apply to losses suffered by the Lessee due to the intention or the negligence of the Lessor or a third party indicated by the Lessor.

5. If reparation works are needed due to the intention or the negligence of the Lessee, the Lessee shall bear all the expenses.

**(Management)**

 **Article 10.** The Lessee shall use the rented office and common facilities with due care and take appropriate care to prevent any accidents or damage to the property.

2. The Lessee shall keep the Rented office in the state that complies with the Building Standards Act, Fire Service Law and other related laws and regulations and in case servers etc. are installed shall take appropriate measures to prevent losses, for instance to perform backup operations.

3. The Lessee shall bear all expenses for fire or various losses insurance for the fixtures, equipment, and appliances within the Rented office and public liability insurance taken out as a preparation for unforeseen circumstances during the period of lease.

**(Liability for damage)**

**Article 11.** Losses to the Rented office, building, area or its fixtures and common facilities due to the intention or the negligence of the Lessee, its co-resident or their representatives, board members, employees, contractors (hereafter referred to as “Lessee and others”) shall be compensated by the Lessee.

2. If due to the intention or the negligence of the Lessee and others a third party has suffered loss to its life, body or property or if it caused conflict between third parties, the Lessee shall handle everything at their own risk and expenses.

**(Exemption)**

**Article 12.** If the Lessee and other suffered losses, such as destruction or damage of their fixtures, servers, computers and other hard- and software, as well as their data due to natural disaster, fire, storm and flood or other force majeure events that caused accident, power outrage, leakage, repair works accidents, or due to theft or loss, the Lessor shall not be liable for these losses provided they were not imposed on purpose or due to negligence.

2. If the Lessor has to bear responsibilities under the previous paragraph due to negligence, the Lessor shall pay damage compensation to the Lessee and other, however, the compensation shall not exceed the amount of monthly rent.

**(Procedures at the end of the period)**

**Article 13.** The Lessor shall notify the Lessee about the end of the Lease period 12 to 6 month prior to the end of the Lease period.

2. If the above indicated notice is received, the contract terminates due to the end of the Lease period, and the Lessee shall vacate the Rented office before the expiration of the Lease period.

3. If the Lessor have not send the notification according to the p. 1, they cannot assert termination of the contract against the Lessee. However, if the Lessor notified the Lessee about the end of the Lease period after the period for notification have ended, the Lessor can assert termination of the contract against the Lessee in 6 month after the day of notification.

**(Cancellation of the contract)**

 **Article 14.** After the Contract is concluded, it cannot be cancelled by any party.

**(Lease deposit)**

**Article 15.** To secure liabilities under this contract, the Lessee shall pay the Lessor the Lease deposit specified in the Items, the period of keeping the Lease deposit shall correspond to the “period of keeping the Lease deposit” specified by the Items. The Lessor shall not add interest to the Lease deposit.

2. The Lease deposit secures obligations of the Lessee to the Lessor under the fixture construction and upkeep agreements, subcontracting as well as cleaning and security agreements related to the Rented office.

3. In case apart form this Contract there are other rental contracts between the Lessor and the Lessee (hereafter referred to as “Other contracts”), the Lease deposit secures obligations of the Lessee to the Lessor under the Other contracts related to the rented office, as well as obligations under the Other contracts.

4. When it necessary that the Lessee pays fee for late rent payment or damages or performs other obligations under this Contract, as well as under the Other contracts indicated in the preceding paragraph, or performs financial obligations under fixtures construction, upkeep subcontract agreements related to the Rented office, the Lessor can use the Lease deposit to cover these expenses, and if so, the Leaser shall inform the Lessee about it within 3 business days from the day of using the deposit.

5. In case described in the previous paragraph, the Lessee shall replenish the Lease deposit within 10 business days after receiving the notification from the Lessor.

6. The Lessee shall not request to cover all its obligations to the Lessor by the Lease deposit.

7. After the Contract is terminated or in case of its dissolution or cancellation and after the Lessee fully vacated the rented office, the Lessor deducts from the Lease deposit the sum which the Lessee is due to pay and if the deposit exceeds this amount, returns the difference to the Lessee.

**(Prohibition of transfer or bond of the right to claim for refund of the Lease deposit)**

 **Article 16.** The Lessee shall not transfer or bond the right to claim for refund of the Lease deposit described in the previous paragraph to third parties

**(Compensation for arrears)**

**Article 17.** When the Lessee has arrears on rent or other obligations under the Contract, the Lessor can request the Lessee to pay compensation of 5 yen for every 100 yen of the arrears sum (18.25% a year). However, even if the Lessee has payed the arrears, it shall not influence the right to dissolute the Contract in accordance with the Article 21 of the Agreement.

**(Registration and notification about changes)**

**Article 18.** In case of changes of the address, name, trade name, representatives and other commercial registration information or other information that is important for the Contract, the Lessee shall promptly notify the Lesser in writing by attaching a Registration certificate (or a Resident’s card in case the Lessee is a person), certificate of seal-impression and other documents.

**(Compliance with the rules of the building)**

 **Article 19.** The Lessee shall comply with the rules of the building specified by the Lessor and attached to the Contract.

**(Anti-social forces)**

**Article 20.** The Lessee shall make all of the following commitments.

①The Lessee and others and their staff (employees, board members, executives or people performing their functions for the Lessee) shall not be part of crime syndicate, crime syndicate related organizations, corporate racket etc. (hereafter generally referred to as “anti-social forces”).

②The Lessee shall not be forced by anti-social forces to use its name to conclude or fulfil this contract.

2. The Lessee shall not perform the following actions in relation to the Contract by itself or via a third party.

①Threats or acts of violence.

②Acts of interfering with work or damaging credibility using spoofing or power.

**(Dissolution of the contract)**

**Article 21**. In case the Lessor or the Lessee breaches the Contract (including Article 20 for the Lessee), any of the parties can dissolute the contract without notifying the other party.

2. If one of the items below applies to the Lessee, the Lessor can immediately dissolute the contract without notifying or informing the Lessor.

①The Lessee is not able to make payments or stopped the payments under the contract.

②It was decided to start bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings etc.

③Provisional attachment, temporary injunctions, seizure, forcible execution, auction, or disposition to delinquency proceedings were taken.

④There are actions that are or may be offensive to public order and morals.

⑤The Lessee and others performed acts of violence, terror, used abusive language, disturbed the public, acted rudely in the building or performed other actions detrimental to public morals in the building.

⑥The rented office was used as an office or a place of other activities of anti-social forces.

⑦Anti-social forces were allowed to use the rented office or they were repeatedly allowed in and out.

3. If the contract was dissoluted by the Lessor due to the reasons indicated in the p. 2, the Lessee shall pay the whole sum of the rent and other fees to the Lessor as a penalty for the breach of the Contract within the period from the day following the day of dissolution of the contract until the expiration date of the lease period. However, if the period from the day following the day of dissolution of the contract until the expiration date of the lease period is shorter than 6 month, the sum of penalty shall be equal to the sum of 6-month rent and other fees. This shall not prevent claims for damages suffered by the Lessor due to dissolution of the contract or delay of vacating the office by the Lessee.

**(Force majeure)**

**Article 22.** In the event that all or part of the building has been lost or damaged due to natural disasters or other reasons not attributable to the parties and it becomes impossible to reach the purpose of this Agreement, an interested party can terminate the Contract by notifying the other party in writing.

2. However, the parties are not responsible for the damage suffered by the other party due to the reasons indicated in the paragraph above.

**(Vacation of the rented office and obligation of its original state restoration)**

**Article 23.** The Lessee shall vacate the rented office simultaneously with the termination of the Contract.

2. In case the Lessee does not vacate the Rented office simultaneously with the termination of the Contract, starting from the day next to the day of the Contract termination until the day the office is vacated the Lessee shall pay ① and ② indicated below, as well as compensation for a loss suffered by the Lessor due to late vacation of the rented office.

①Double rent as compensation

②Electricity, water supply and other fees according to their consumption

3. The Lessee shall remove all newly installed and added fixtures and equipment at its own expenses, as well as repair changed, polluted, damaged spaces, fixtures, equipment, paint and reupholster walls, ceiling, floor, restore the initial state of the rented office and vacate the room.

4. The works for restoring above indicated initial state of the office are performed by the Lessor or a contractor indicated by the Lessor and payed for by the Lessee.

5. In case after termination of the Contract, the Lessee does not take its property away from the Rented office, the Lessor can take measures in its respect on its own. In this case, the Lessor can claim the expenses on removal and disposal of the property from the Lessee.

6. At vacating the rented office, the Lessee shall not request any redemption of expenses or transfer fee, withdrawal fee or key money spent on the office, its fixtures or equipment regardless of whos request it was and what was the reason. Also, the Lessee shall not request to purchase newly installed or added fixtures and equipment.

**(Ownership transfer)**

**Article 24.** If the Lessor have transferred the Rented office to a third party (the third party that received the rented office from the Lessor is hereafter referred to as “Assignee”), the Lessor shall inform the Lessee about it in writing, and the Assignee shall receive the status of the Lessor and all obligations to the Lessee under the Contract (including the obligation of returning the lease deposit specified in the Article 15 (but the sum shall be the sum after deduction of obligation of the Lessee to be collateralized).

2. In the event specified above, the Lessee shall understand beforehand, that in some cases the Lessor rents the rented office from the Assignee to which the office was transferred and subleases it to the Lessee, so that the Lessor stays unchanged and the Lessor keeps bearing all the obligations to the Lessee indicated in the Contract. However, in this case the Lessor shall inform the Lessee in writing.

**(Governing law and jurisdiction)**

 **Article 25.** The applicable law under this Contract shall be the Japanese law; if a dispute between the Lessor and the Lessee arises, the court having jurisdiction over the location of the "Building" described in the item list shall be the exclusive agreement jurisdiction court of the first instance.

**(Confidentiality)**

**Article 26**. The Lessor (here including its Agent) and the Lessee shall keep the confidentiality of the contents of this Contract, the information and materials (hereafter referred to as "Confidential Information") that have been disclosed / provided by the other party, not disclose this information to third parties other than their own counsel attorney, adviser certified public accountant, advisory tax accountant without obtaining written approval from the other party. However, the following information and materials shall not be treated as confidential.

①Information that was publicly known or available at the time of its disclosure / providing.

②Information that became publicly known or available after the time it was disclosed / provided.

③Information that can be proved to be already possessed by the other party at the time of its disclosure / providing.

④Information that was obtained from a third party that had legitimate authority without having to bear the duty of confidentiality.

2. Regardless of the contents of the previous clause, the Lessee or the Lessor can disclose confidential information in the following cases.

①Information that have to be disclosed in accordance with the laws and regulations in order to perform legal obligations.

②Information that in accordance with the laws and regulations was ordered to be disclosed by a government administrative office.

3. The parties shall impose the same duty of confidentiality on each of their employees as specified by this contract.

4. Regardless of the contents of the clause 1, the Lessor can disclose confidential information to joint owner of the Building or a party that considers to buy the Building (including agents and intermediaries). However, they shall bear the same duty of confidentiality as specified by this contract.

5. This article keeps to be valid even after the Contract is terminated.

**(Joint liability on guarantee)**

 **Article 27.** When the Lessee has a joint guarantor, the joint guarantor shall jointly bear all responsibilities of the Lessee to the Lessor under the Contract during the whole valid period of the Contract, even if there were changes in the terms and conditions of the lease.

2. In case of changes in the address, name, trade name, representatives and other commercial registration information or other information about the Joint guarantor that is important for the contract, the Lessee and the Joint guarantor shall promptly notify the Lessor in writing by attaching a Registration certificate (or a Resident’s card in case the Joint guarantor is a person), certificate of seal-impression and other documents.

34. If the Lessee has the Joint guarantor, the Joint guarantor shall bear responsibilities under the clauses 1, 2, 3, and 5.

**(Agent)**

**Article 28.** The Lessor entrusts all its rights under this Contract to its Agent and performs all the actions in regard of the Lessee via the Agent. However, this does not prevent the Lessor from directly exercising its rights regarding the Lessee.

2. The deposit specified in the Article 15 is the sum that secures obligations of the Lessee to the Agent of the Lessor (not limited to the position if the Agent. Same below) under construction and upkeep works contracts, as well as cleaning and security contracts (hereafter referred to as “Supplement contracts”) and in case there are other contracts, secures obligations of the Lessee to the Agent of the Lessor under the Supplement agreements related to the rented office. The Lessee shall not request to cover all its obligations to the Agent of the Lessor by the deposit.

3. The Agent of the Lessor shall bear the same duty of confidentiality as the Lessor specified by the Article 26.

4. If the Joint guarantor described in the Article 27 continues the Supplement agreements, even if articles or contents of the Supplement agreements are amended, the Joint guarantor shall bear all responsibilities of the Lessee to the Agent of Lessee under the Supplement agreements.