

#Contract – 00463

DATE: 24/01/2022

HIRE CONTRACT AGREEMENT

This Agreement is made between:

the 'Owner' hereinafter; **OPTIMA CARZ LEASING PTE LTD** of UEN: **201431727M**, and have its registered office at **6 KUNG CHONG ROAD, SINGAPORE 159143**, and

the 'Hirer' hereinafter; **YEO AI HWA** of NRIC: **S1772365J**, having its registered address at **BLK 899 TAMPINES STREET 81 #02-732 SINGAPORE 520899**.
CONTACT NO: 9835 5378

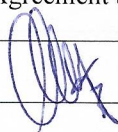
For the hire of the following:

VEHICLE MODEL (the 'Vehicle'):	MAZDA 3 / SND7637E
YEAR OF REGISTRATION:	2022
CAPACITY:	1496 CC
LTA REGISTRATION:	R10 PRIVATE HIRE (SELF-DRIVE)
RATE (INCLUDE 7% GST):	SS\$1,819.00 PER MONTH
DEPOSIT:	SS\$1,819.00
TENURE:	12 MONTHS
COMMENCEMENT:	25/01/2022 – 24/01/2023

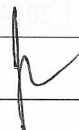
1. Agreement for Hire

- 1.1 This Agreement, together with its terms and conditions will be executed upon the signatory of both parties in every page of the contract.
- 1.2 The abovementioned Vehicle is and shall remain the Owner's property, and the Hirer shall not acquire any right or interest therein other than to possess and use the same as bailee only.
- 1.3 Unless the context otherwise requires, words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.
- 1.4 This Agreement constitutes the entire agreement between the Parties with respect to this hire arrangement, and supersedes any prior agreements and understandings, both oral and written, between the parties with respect to this hire arrangement. No modification to this Agreement can be made unless in writing and signed by both Parties.
- 1.5 Subjected to the LTA Registration of the abovementioned vehicle, the parties agree that the Hirer shall use the Vehicle only for either of the following purposes:
 - a) For personal use only (Z10 & R10); or
 - b) Providing chauffeur-services associated with Grab and/or any other ride-hailing applications via collaboration and direct contractual relations (Z10 only).
- 1.6 The Hirer shall not sell, offer for sale, assign, charge, encumber, mortgage, sub-let or dispose of or part with possession of the Vehicle or any part thereof or otherwise deal with the Vehicle, and this Agreement may not be assigned or transferred by the Hirer.
- 1.7 The Hirer shall notify the Owner of any change in the Hirer's address and shall upon request by the Owner, promptly inform the Owner of the whereabouts of the Vehicle.
- 1.8 The Hirer warrants and undertakes that all information given by the Hirer to the Owner (whether oral or in writing) is neither false nor misleading.
- 1.9 In addition to the Hirer (or where the Hirer is a body corporate), the Vehicle may be driven by such Authorised Person whose particulars appear on the Table above (if any) or as may be agreed in writing by the Owner ("Authorised Person"). By possessing or using the Vehicle, the Authorised Person(s) (if any) is deemed to have agreed to comply and be subjected to the terms of this Agreement. Moreover, the Hirer agrees to be fully responsible to the Owner for any breach of the terms of this Agreement by the Authorised Person(s).

Owner Signature:



Hirer Signature:



#Contract – 00463

2. Rental Term

- 2.1 The Rental Period of the Vehicle shall be the period as specified in the table above, and ending upon:
 - a) The last date (the “Expiry Date”) specified in the table above under “Commencement”; or
 - b) Such other date as may be agreed by the Owner in writing; or
 - c) Its termination in accordance with the terms of this Agreement, whichever is the earliest to occur.
- 2.2 The Hirer may request to extend the Rental Period beyond the Expiry Date by giving the Owner written notice of his intention to extend the Rental Period not less than one (1) month before the Expiry Date. The Rental Period may be extended for such period (if any) as may be agreed by the Owner in writing. The extended duration of the Rental Period (if any) shall be referred to as the “Renewed Term”.
- 2.3 The Hirer is required to sign a new rental contract for any extension. Failure to do so while still possessing the Vehicle beyond the Expiry date is considered unauthorised usage and the Hirer will be subjected to clause 9.3 herein.
- 2.4 The terms and conditions of this Agreement shall also apply to the Renewed Term (if any), unless specified and agreed otherwise by the Owner in writing.

3. Security Deposit

- 3.1 The Hirer shall pay the amount of deposit (in cash, credit card, or such other method of payment as may be prescribed by the Owner) as specified in the table above to the Owner before the collection of the Vehicle by the Hirer, as security for the due and proper performance and observance by the Hirer of its representations, warranties, undertakings and obligations and any and all sums due to the Owner (whether as damages or otherwise) under this Agreement.
- 3.2 If the Hirer adheres to all the terms and conditions contained herein during the Rental Period, and there are no outstanding fines or damages, the Owner shall upon expiration or termination of the Rental Period repay the full balance of the deposit to the Hirer without interest thereon.
- 3.3 The Owner shall (without prejudice to his other rights against the Hirer) be entitled to retain the deposit for the Rental Period and may utilize at any time the whole or any part of the deposit in payment of any amount that becomes due to or payable by the Hirer to the Owner, whether as rental charges, damages or otherwise.
- 3.4 The Hirer shall not be entitled to deduct or offset any outstanding rental charges or any other amount payable by him under this Agreement from the deposit, unless permitted otherwise by the Owner.
- 3.5 Refunding process might take 3-4 weeks after the return of the Vehicle, subjected to all outstanding rental amount and repair cost being cleared.

4. Payment Terms

- 4.1 Advance rental **must be paid** upon the collection of the Vehicle as per the commencement date in the table above.
- 4.2 If for any reason whatsoever the Hirer is unable to take possession of the Vehicle on the commencement date, no rebate of rental charges will be given.
- 4.3 Monthly rental amount payable is calculated from the 1st of each month and ends at the last date of the month. Each month and any pro-rate shall be calculated and based on 30 Calendar days.
- 4.4 The Hirer shall punctually pay the monthly rental amount and such other charges (if any) in advance within the first week of each calendar month to the Owner without demand.
- 4.5 Failure to comply will result in the repossession of the vehicle without further notice.
- 4.6 A penalty of 2% per month will be imposed on the Hirer for every late payment, pro-rated on daily basis.
- 4.7 If the vehicle is repossessed by any law enforcement agencies, the Hirer will be liable for any repossession charges for the vehicle (including but not limited to repossessing, compounding, administrative, and loss of use charges), in addition to all loss of use charges while the vehicle is in the Owner’s possession for repairs and/or reassembly.
- 4.8 The Owner’s bank transfer & PayNow details are as follows:

Beneficiary Name:	Optima Carz Leasing Pte Ltd	Bank Account No.:	0039287976
Beneficiary Bank Name:	DBS Bank Ltd	Swift Code:	DBSSSGSG
Or PayNow UEN:	201431727MDB1		

5. Termination

- 5.1 For early contract termination, the Hirer must serve a written Notice of Termination to the Owner at least 1 month in advance. An early termination sum shall be imposed for every unused day(s) of the remaining tenure period.

Owner Signature:	Hirer Signature:
------------------	------------------

#Contract – 00463

6. Condition of the Vehicle

- 6.1 Owner represents and warrants that the Rental Vehicle is in good condition and is safe for ordinary operation.
- 6.2 Before handing over the Vehicle to the Hirer, it is the Hirer's responsibility to check the condition of the Vehicle and indicate any prior damages, scratches or even faults to the Owner to prevent any dispute when the Vehicle is returned.
- 6.3 In taking delivery of the Vehicle, the Hirer shall be deemed to have satisfied himself that the Vehicle is in all respects, road worthy and capable of operation in a safe and proper manner.
- 6.4 The Hirer hereby acknowledges and accepts that the Vehicle may be installed with a Global Positioning System (GPS) tracking device for security reasons, and consent to the Owner to collect, use and disclose such information for legitimate business purposes, such as to confirm the location of the Vehicle in managing the terms of this Agreement and/or to disclose GPS information when under law or orders from Courts and public/government authorities.

7. The Owner's Obligations

- 7.1 The Owner hereby undertakes during the Rental Period to:
 - a) Pay for the road tax and inspection of the vehicle and in keeping the vehicle properly insured
 - b) Offer 24 hours, 7 days a week island towing recovery service
 - c) Vehicle servicing, maintenance, not including repair works & tyre puncture cause by Hirer/Drivers' negligence.
 - d) Provide a temporary replacement vehicle (subject to availability of similar category) for repairs that were not caused by the Hirer and/or Authorised Person(s)'s negligence and is expected to exceed 24 hours in our workshop.

8. The Hirer's Obligations

- 8.1 The Hirer hereby warrants and undertakes to:
 - a) Take reasonable care of the Vehicle, operate it in a skilful and proper manner, and comply with all traffic regulations and laws
 - b) Only allow the Vehicle to be driven by persons that bear a valid driving license recognised by the Singapore Traffic Police, between the age 24 and 65 years of age, and with at least 24 months of driving experience.
 - c) Subjected to clause 1.9, only allow a foreigner with valid employment pass/dependent pass/student pass/long term visit pass and valid foreign license drive the Vehicle for a period of not more than 12 months from the date of his/her entry into Singapore prior to the date of issuance of his/her pass. A Singapore driving licence is required after 12 months.
 - d) Ensure that no alterations are made to the Vehicle, or any component removed unless permitted by the Owner
 - e) Ensure that all servicing & repairs of the Vehicle are done only at the Owner's workshops
 - f) Ensure that tyre pressure, water in the radiator, and engine oil in the vehicle are always maintained at their default adequate and prescribed levels
 - g) Only top up the fuel type as specified: **Unleaded 95 Petrol**
 - h) For the loss of each car key/car remote key Pay \$500.00 for Japanese Car and Pay \$1,200.00 for Continental Car
 - i) To stop driving and inform the Owner immediately when a warning light appears or when the Hirer suspects that the Vehicle may require mechanical attention
 - j) Send the Vehicle back to the Owner for servicing when servicing is due. The Hirer shall not service or permit the servicing of the Vehicle and shall not make or permit to be made any repairs, replacements or adjustments to the Vehicle or any part or accessory thereof without the Owner's prior approval.
 - k) To yield the vehicle to the Owner in good mechanical and road worthy condition on the expiration of the Rental Period, save for normal wear and tear of the same.
- 8.2 In the event of any breach of clause 8.1 by the Hirer, the Owner shall be entitled to recover from the Hirer, all costs, expenses, and damages whatsoever incurred by the Owner as a result.
- 8.3 The Hirer is responsible and shall promptly pay all fines, penalties, court costs and other expenses that may be assessed against the Owner when incurred during the Hirer's and/or the Authorised Person's possession/use of the Vehicle.
- 8.4 The Owner may also charge the Hirer to answer all Police and Traffic Court Summonses, Notices and Inquiries incurred during the Rental period, and to provide the necessary information to the relevant issuing authorities for such notices/inquiries/summonses to be directed to the Hirer instead.

Owner Signature:

Hirer Signature:

#Contract – 00463

9. Return of the Vehicle

- 9.1 Upon the expiration or termination of the Rental Period for any reason whatsoever, the Hirer shall return the Vehicle to the Owner in good order and condition and in the same colour as when the Hirer had collected the Vehicle from the Owner (fair wear and tear resulting from proper use thereof is excepted), failing which the Hirer shall be liable to pay the Owner on demand all costs, expenses and charges for cleaning and/or restoring the Vehicle to such good order, condition and colour, including the removal of any odour in the Vehicle. "Fair wear and tear" to the Vehicle whether external or internal, excludes knocks, dents, scratches, burns, stains, marks, and missing accessories whether caused accidentally or otherwise.
- 9.2 A \$30.00 admin fee will be imposed on the Hirer, on top of the amount incurred for the fuel top up, in the event that the fuel level of the returned Vehicle is lesser than when the Vehicle was first collected by the Hirer. Similarly, a \$30.00 admin fee will be imposed on top of any fines incurred by the Hirer during the Rental Period, should the Hirer require the Owner to help pay for such fines on behalf.
- 9.3 If the Hirer fails to return the Vehicle to the Owner at the Owner's Location on the Expiry Date or the date of termination of the Rental Period, the Hirer shall, without prejudice to the Owner, be deemed to be in possession of the Vehicle without the Owner's consent. The Owner shall be entitled to take such steps as it may think fit (including the making of a police report) to locate and repossess the Vehicle. In the event of vehicle repossession, the Hirer hereby irrevocably authorises the Owner, its servants, or agents, without further notice to the Hirer, to enter into and upon any premises in which the Vehicle may be located in order to repossess the same without being liable to any actions or proceedings at the suit of the Hirer or any person claiming under or through him.
- 9.4 The Hirer acknowledges that the Owner shall be entitled to freely deal with any item located or contained in the Vehicle upon repossession. All costs and expenses incurred by the Owner in the demand, tracing, and repossession of the Vehicle (including the change of locks in the Vehicle) shall be borne and paid by the Hirer to the Owner on demand.

10. Accident and Insurance Excess

- 10.1 The Vehicle is insured under a standard motor vehicle insurance policy in accordance with the laws of Singapore. The Hirer agree to be bound by the terms of our insurance policy, which includes, but is not limited to, the following:
- a) Singapore (Any Damages): \$1200 before GST
 - b) Malaysia (Any Damages): \$2500 before GST
 - c) Windscreen Excess: (a) \$300.00 before GST for vehicle below 1600cc; (b) \$500.00 before GST for vehicle above 1601cc will be imposed on the Hirer.
 - d) If the vehicle is driven by any person who is (a) below 24 or above 65 years of age; or (b) or holds a qualified driving license for less than 24 months, an additional excess of S\$1,000 will apply to each section.
- 10.2 The Hirer is responsible for the excess(es) on the liability under the Motor Claims Insurance Framework.
- 10.3 The Hirer agrees to protect the interest of the Owner and the insurers of the Vehicle in the event of an accident and shall, or shall procure that the Authorised Person shall, in the event of an accident:
- a) notify the Owner immediately before reporting to the insurance accident reporting centre or other relevant authorities within 24 hours;
 - b) ensure that all repairs (including cash repairs) must be done at the Owner's workshop(s)
 - c) obtain the names and addresses of all parties involved and of any witnesses;
 - d) not admit liability or guilt without the prior consent of the Owner;
 - e) not abandon the Vehicle without adequate provisions for safeguarding and securing the same;
 - f) not admit or compound any claim, summons or charge either partially or in full without the consent in writing of the Owner;
 - g) deliver correspondence, writs or documents of any kind received by the Hirer or Authorised Person (as the case may be) relating to any accident involving the Vehicle while on rental under this Agreement; and
 - h) co-operate fully with the Owner and their insurers in the investigation prosecution or defence of any claim prosecution or suit in connection with any accident.
 - i) Provide a copy of the original police report (if any) and completed GIA Insurance Report to the Owner
- 10.4 Failing to observe Clause 10.3, the Hirer will be deemed to be fully responsible for all repairs, third party damages, property and injury claim, and the loss of rental from the Vehicle.
- 10.5 The Owner's Insurer will review the deductible excess(es) from time to time. As such, the Owner reserves the right to change the excess(es) amount above at any time and shall notify the Hirer accordingly. Such amended amounts shall be incorporated herein and effective immediately.

Owner Signature:

Hirer Signature:

#Contract – 00463

11. Liability, Exclusion, and Indemnity

11.1 The Hirer shall be liable for:

- a) Any loss, or damage to the Vehicle and its accessories;
- b) Any consequential damage, loss or costs incurred by the owner, including salvage cost, loss of ability to re-hire and loss of revenue;
- c) Any loss of, or damage to the vehicle and property of third parties (exclusion from insurance) arising during the terms of hire;
- d) At any time when the driver of the Vehicle is under the influence of any drug or intoxicating liquid or substance;
- e) At any time when the Vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pacemaker, or testing in preparation for any of them;
- f) At any time when the Vehicle is driven by an unlicensed person;
- g) At any time when the Vehicle is used for any illegal or unlawful purposes;
- h) At any time when the Vehicle is used to propel or tow any Vehicle, trailer or other objects;
- i) At any time when the Vehicle is wilfully or recklessly damaged or lost by the Hirer, an Authorised Person, or a person under the Hirer's authority or control;
- j) Any puncture cut or bursting of any tyre, or damage to any tyre or rim due to negligent driving (fair wear and tear resulting from proper use thereof excepted);
- k) At any time when the Hirer or Authorised Persons continues to operate the Vehicle despite being aware of the unsafe or non-road worthy condition of the Vehicle, and thus causing or contributing to damages or losses;
- l) At any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law.
- m) At any time when a mechanical failure breakdown or breakage occurs and or an electronic failure or breakdown occurs that is the result of improper use of the vehicle. This exclusion also applies to the damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage but does not otherwise apply to resulting damage to other parts of the Vehicle.

11.2 The Hirer shall indemnify, defend, and hold harmless the Owner against all actions, claims, demands, proceedings, costs or expenses, damages, loss and/or liabilities of whatever nature (including legal costs on a full indemnity basis incurred by the Owner) brought against, suffered or incurred by the Owner arising out of or in connection with this Agreement, including without prejudice to the following:

- a) any breach of the terms and conditions of this Agreement by the Hirer;
- b) any death of or injury to any person and loss of or damage to any property which may arise out of or in consequence of the Hirer or the Authorised Person's possession or use of the Vehicle;
- c) any statement, act, omission, fraud, negligence, or default whatsoever of the Hirer or the Authorised Person (which the Hirer agrees it shall be fully and solely liable and responsible for); and
- d) any enforcement or attempted enforcement by the Owner of its rights or remedies against the Hirer.

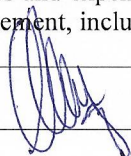
11.3 The Hirer shall bear all the legal costs and expenses incurred by the Owner on a full indemnity basis, in connection with the demand and enforcement of the terms of this Agreement.

11.4 The Owner is not responsible to the Hirer and the Authorised Person for loss or damage to any property left, stored, loaded or transported by the Hirer, the Authorised Person or any other person in or upon the Vehicle, or left with any agents or servants of the Owner at any time or place or at the Owner's premises prior to, during or after the Rental Period, including any property in any Vehicle repossessed in accordance with the provisions of this Agreement, and the Hirer hereby agrees to indemnify the Owner, its agents and servants and hold them harmless from any such claims suffered by the Owner in respect thereof.

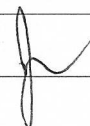
12. Breach of Agreement

12.1 If the Hirer is in breach of any of the terms of this Agreement, or if the Vehicle is confiscated or seized or impounded by any government or other relevant authority due to the Hirer's default of any nature, the Hirer shall pay to the Owner all costs, damage, losses and expenses whatsoever incurred or sustained by the Owner as a result thereof or incurred in enforcing this Agreement, including all legal costs on a solicitor and client basis.

Owner Signature:



Hirer Signature:



#Contract – 00463

13. Notice of Demand

13.1 Any notice or demand required to be given to the Hirer pursuant to this Agreement shall be sufficiently served if sent by post or delivered to the address stated in the **first page** of this Agreement, or to the last known address of the Hirer and shall be deemed to be made or given on the day it was so left or the day following that on which it was posted as the case may be notwithstanding that the letter may be returned by or lost through the post.

14. Waiver

14.1 No forbearance, indulgence or relaxation on the part of the Owner shown or granted to the Hirer in enforcing, any of the terms or conditions herein shall in any way diminish, restrict or prejudice the rights or powers of the Owner pursuant to this Agreement or operate as or be deemed to be a waiver of any breach of the terms and conditions herein on the part of the Hirer nor shall any waiver in writing of a breach of this Agreement operate as a waiver of a breach of any other term of this Agreement or as a waiver of any subsequent or continuing breach.

15. Severability

15.1 Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

16. Governing Law

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Hirer hereby submits to the non-exclusive jurisdiction of the Singapore Courts.

Hirer's Authorised Signature

NAME: Yeo Ai Hwe
NRIC: S177 23 65 J
DATE: 25/1/2022



OPTIMA CARZ LEASING PTE LTD

Authorised Signature & Co. Stamp

NAME: Raymond Tan

DATE: 24/01/2022