

DATED THIS 20/01/2016

Between

EFFICIENT MOTORS PTE LTD

(as the Company)

And

DANIEL LIM WONG MING (LIN HUANGMING)

(as the Driver)

**AUTHORISATION AGREEMENT**

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THIS AUTHORISATION AGREEMENT ("Agreement") is made on 20/01/2016

BETWEEN:

- (1) EFFICIENT MOTORS PTE LTD (Singapore Company Registration No. 201542495N), a company incorporated in Singapore and having its registered office at 20 SIN MING LANE #03-62 MIDVIEW CITY SINGAPORE 573968 (the "Company"); and with bank details: OCBC BANK, 551-890163-001.

AND:

- (2) DANIEL LIM WONG MING (LIN HUANGMING) (Singapore NRIC No. S7238739B), residing at 6 WOODLEIGH CLOSE #07-13 SINGAPORE 357902 (the "Driver"); and with bank details: POSB SAVINGS, 176058919

(Collectively, the "Parties" and each, a "Party")

WHEREAS:

- The Company owns several motor vehicles ("Company Cars"), and intends to collaborate with GRABCAR ("GRABCAR"), which is in the business of providing car sharing services in Singapore whereby customers are able to book cars and be driven to their specified destination in return for a fare determined by GRABCAR ("Fare").
- The Driver holds a valid Singapore driver license (License No. S7238739B) for at least one (1) year. The Driver has entered into a service agreement with GRABCAR ("GRABCAR Service Agreement") to provide certain services, including picking up GRABCAR's customers and driving them to their specified destinations ("GRABCAR Services").
- To facilitate the Driver's provision of the GRABCAR Services, the Company will allow the Driver to use a Company car.
- In connection thereto, the Parties wish to enter into this Agreement to record, formalise and set out the terms and conditions governing the relationship between the Parties.

IT IS HEREBY AGREED as follows:

#### 1. AUTHORISATION

Subject to the terms and conditions set out herein, the Company hereby authorises the Driver to use a Company car :

Description of Vehicle:

- a) Make and Model: TOYOTA VIOS 1.5E A
- b) Registration Number: SGQ7195C
- c) Colour: SILVER

(or such other Company car as determined by the Company in its sole and absolute discretion)

("Authorised Company Car") for the sole purpose of providing the GRABCAR Services.

## 2. OBLIGATIONS OF THE DRIVER

2.1 The Driver irrevocably agrees and undertakes to the Company the following:

- a. he shall use the Authorised Company Car for the sole purpose of providing the GRABCAR Services;
- b. the Driver shall not authorise any other person to drive the Authorised Company Car;
- c. the Driver shall only drive Authorised Company Car when his ability to drive is not in any way impaired by mental or physical incapacity or otherwise restricted or prohibited under the applicable laws. In particular, the driver shall not drive the Authorised Company Car under the influence of alcohol, controlled drugs (save for prescription medication which do not cause drowsiness) or other forms of narcotics substances;
- d. the Driver must take proper care of the Authorised Company Car and to maintain it in good repair and condition including, but not limited to, refraining from smoking in vehicles at all times, deliver the Authorised Company Car to a workshop designated by the Company to rotate tyres at every 10,000km intervals and to replace tyres at every 50,000km intervals, keeping the vehicle with reasonable amount of fuel, engine oil, auto transmission oil, radiator water at all times and keeping the Authorised Company Car in good condition covering the drivetrain, exhaust, suspension and all interior fittings. Failure to comply with this clause shall entitle the company to impose cleaning and repair fee on the Driver;
- e. the Driver shall lock the Authorised Company Car when not using it, and shall not leave the Authorised Company car unoccupied with the keys in its ignition;
- f. the Driver shall refuel the Authorised Company Car with the appropriate type of fuel and shall bear the cost of refueling the Authorised Company car during the Term (as defined below);
- g. the Driver shall comply with all applicable traffic laws and regulations while driving the Authorised Company car and maintain all licences required for the purpose of carrying out GRABCAR Services, including the maintenance of a valid Singapore driving license;
- h. the Driver shall comply with all directions given by the Company in connection with the Authorised Company Car;
- i. the Driver shall comply with all the rules, regulations policies, procedures and systems of the Company as applicable from time to time;
- j. the Driver must drive the vehicle to the authorised Workshops designated by the Company for all repairs, servicing and maintenance (at the Driver's own cost at intervals of 15,000km or mileage required by the Company and restoration works; the Company reserve all rights to demand any resultant costs and/or damages from the Driver for non-conformance.

- k. the Owner shall provide 24-Hour breakdown and emergency services (Fleet maintenance at 8828 9201 / Admin at 9124 4015) at no extra cost to the Driver if the vehicle suffers a breakdown or is involved in an accident at no fault of the driver.
- l. any request replacement of faulty or lost car keys due to the Driver's negligence will be at the cost of the Driver;
- m. the Driver agrees not to make or permit to be made any repairs or adjustments to the Authorised Company Car and must promptly notify the Company of any damages;
- n. Not to fit or install any accessories to or to modify the Authorised Company Car in any way without the consent of the Company;
- o. Use or permit the Authorised Company Car to be used or operated in a manner that infringes any law or regulation, including publicly touting or soliciting for customers
- p. the Driver shall generally act in the best interest of the Company.

2.2 The Driver shall indemnify and hold harmless the Company and its shareholders, officers, employees and agents ("Indemnified Parties") from and against any and all damages, losses, liability (whether criminal or civil), costs, claims, charges, expenses (including legal expenses on a full indemnity basis), actions, judgements or demands whatsoever which any of the Indemnified Parties may suffer, sustain or incur or which may be made against it or any one or more of them, directly or indirectly, as a result of, or in connection with:

- (a) any damage to the Authorised Company Car during the Term which is caused directly or indirectly by the Driver; and

In addition:

- (a) the Driver shall pay the Company as set out in the table clause 2.2(b) for the full amount of the insurance excess immediately upon reporting the accident to the Company; and
  - (b) an additional excess of S\$2,000.00 will apply if the Driver responsible has less than 1 year of driving experience.
- (b) the breach of any of the Driver's obligations, undertakings, representations and warranties set out in this Agreement.

OWN DAMAGE EXCESS PER ACCIDENT		
Country/Capacity	1,000cc to 2,500cc	Above 2,500cc
Singapore	S\$2,000	S\$4,000
Malaysia	S\$4,000	S\$6,000
3 <sup>RD</sup> PARTIES EXCESS PER ACCIDENT		
Singapore	S\$2,000	S\$4,000
Malaysia	S\$4,000	S\$6,000

2.3 In the event the Company incurs costs and losses of less than \$2,500, the insurance excess will be refunded to the Driver upon confirmation from the insurer that all claims in relation to the accident have been settled.

### 3. CONTRACT DURATION

The term of this contract shall commence and end on the following dates:

Start Date: 20/01/2016

End Date: 28/04/2016

3.1 In the event the contract duration is not fulfilled, the driver agrees that the deposit amount of \$1000 will be not refunded, and the drier agrees to pay the outstanding amount if the deposit is less than \$1000.

### 4. REPLACEMENT VEHICLE

- a. A replacement Authorised Company Car (if available), not necessarily of the same make and model, may be provided by the Company in the event that the Authorised Company Car breaks down. For the avoidance of doubt, the Company is not obliged to provide a replacement vehicle;
- b. In the event the Company replacement car is not available during the Authorised Company Car break down. The Company may pro-rate the rental fee;
- c. The Driver shall be responsible for the petrol and cashcard used in the replacement Authorised Company Car.

## 5. FACILITATION FEE

- 5.1 In consideration for facilitating the provision of the GRABCAR Services by the Driver, the Company shall be entitled to an amount of 60 per day ("Facilitation Fee")
- 5.2 The Parties acknowledge that the driver will be entitled to be paid a weekly service fee in consideration of the GRABCAR Services from GRABCAR ("GRABCAR Services Fee"). The Driver expressly nominates the Company as its agent to receive the weekly GRABCAR Services fee from GRABCAR. The Company shall deduct the Facilitation fee payable by the driver for a calendar week from the GRABCAR Services Fee and shall pay the remaining amount to the Driver ("Remaining Fee").
- 5.3 In the event that the GRABCAR Services Fee received by the Company is less than the Weekly Facilitation Fee, the Driver shall pay an amount equivalent to the difference between the Weekly Facilitation Fee and the GRABCAR Services Fee ("Outstanding Facilitation Fee") to the Company within (3) days from the date of the Weekly statement (as defined below). Payment shall be made by cash or bank transfer to our Authorised Bank Account, OCBC BANK, 551-890163-001.
- 5.4 The Company shall provide the Driver with a weekly written statement setting out the amount of the GRABCAR Services Fee received in respect of the calendar week, the aggregate Facilitation Fee in respect of the calendar week ("Weekly Facilitation Fee"), and the amount of the Remaining Fee or the Outstanding Facilitation Fee (as the case may be) ("Weekly Statement"). For the avoidance of doubt, the Weekly Statement shall be final, conclusive and binding on the Parties.
- 5.5 The Company shall be entitled to repossess the Authorised Company Car in the event the Driver fails to comply with clause 5.3. The Driver shall pay the Company a repossession fee at \$300 immediately upon repossession of the Authorised Company Car.

## 6. DEPOSIT AMOUNT AND TERMS

- 6.1 The Driver shall place a deposit of 1000 ("Deposit") with the Company. The Company shall be entitled to set off all amount owed by the Driver against the Deposit.
- 6.2 The Deposit, less any amount set off against amount owed by the Driver, will be paid to the Driver within 14 days of the expiry or termination of this Agreement.
- 6.3 The Deposit may not be utilized by the Driver.
- 6.3 Deposit amount cannot be used for any payments to set off against any payment due to the Company.

## 7. REPRESENTATIONS AND WARRANTIES

7.1 The Driver represents and warrants to the Company that as at that date of the Agreement and throughout the Term:

- a) he has full power and legal capacity to enter into and execute this Agreement and to undertake, perform, discharge, observe and comply with all his obligations and liabilities hereunder;
- b) the obligations expressed to be assumed by him in this Agreement are legal, valid, binding and enforceable obligations;
- c) the entry into and performance by him of, and the transactions contemplated by this Agreement do not and will not conflict with:
  - (i) any law or regulation applicable to to him; or
  - (ii) any agreement or instrument binding upon him or any of his assets;
- d) he is of sound mind, fully understands the contents of this Agreement and the nature of his obligation hereunder; and
- e) he holds a valid Singapore driving license which has been issued by the Singapore Traffic Police at 15/03/1996 prior to the date of this Agreement

## 8. TERM AND TERMINATION

8.1 This Agreement shall take effect on the date first above written and shall continue in full force and effect until the earlier of the following events:

- (a) the termination of this Agreement in accordance with Clauses 8.2 or 8.3;
- (b) the expiry or termination of the GRABCAR Service Agreement;
- (c) the mutual agreement of the Parties to terminate this Agreement; and
- (d) the death of the Driver.

8.2 The Company shall have the right to terminate this Agreement by giving the Driver one (1) week written notice without cause.

8.3 In the event of the occurrence of any of the following events, the Company shall have the right to terminate this Agreement immediately:

- (a) if the Driver commits a breach under this Agreement;
- (b) if the Driver commits an offence under the applicable laws for which he is sentenced to

any term of immediate or suspended imprisonment; and/or

- (c) if the Driver commits any act which constitutes a gross default or grave misconduct by the Driver affecting or possibly affecting the business of the Company or which, in the reasonable opinion of the Company, could be considered to bring the Company into disrepute or be prejudicial to the Company's interests.

8.4 Upon the termination of this Agreement howsoever arising, the Driver shall return the Authorised Company car (with a full tank of fuel) to the Company

8.5 The termination of this Agreement howsoever arising shall:

- (a) not affect any provisions hereof as are expressed to operate or have effect after such termination; and
- (b) be without prejudice to any right of action already accrued to either Party in respect of any antecedent breach of this Agreement by the other Party.

## 9. CONFIDENTIALITY

9.1 For the purpose of this Agreement, "Confidential Information" means the existence of this Agreement and the terms herein, and all information of any kind, whether communicated verbally, in printed or electronic form, including (but not limited to) price sensitive information, personal data, technical information, data, know-how, software and information relating to the Company (or its holding, related, subsidiary companies') business, marketing strategies, financial condition and operations whether or not labelled as 'Confidential'.

9.2 The Driver shall:

- (a) treat as confidential and keep secret any Confidential Information which has already been disclosed to him pursuant to this Agreement;
- (b) take all proper and effective precautions to prevent the disclosure of the Confidential Information to unauthorised persons and to preserve the secrecy and confidentiality of the Confidential Information and, in particular but without in any way limiting the generality of the foregoing, take all necessary action to prevent unauthorised persons from obtaining access to the Confidential Information whether by direct or indirect exposure; and
- (c) destroy or return all Confidential Information to the Company upon termination or expiry of this Agreement.

9.3 Except with prior written consent of the Company, the Driver shall not, at any time:

- (a) communicate to any person or body or entity, any Confidential Information disclosed to him;
- (b) make or cause to be made any press statement nor publish any material whatsoever relating to this Agreement; or

- (c) use or permit to be used in any manner the Confidential Information for any purpose whatsoever except for the purposes expressly authorised by the Company.

9.4 Clauses 6.2 and 6.3 shall not apply to Confidential Information which:

- (a) is or becomes available in the public domain through no violation of this Clause 9; and/or
- (b) disclosure is required by law or by a court of law.

9.5 This Clause shall survive the expiry or termination of this Agreement.

#### 10. ASSIGNMENT

Each Party may not assign, transfer, charge or otherwise deal with any of its right or obligations under this Agreement except by operation of law, without the prior written consent of each of the other Parties (such consent not to be unreasonably withheld or delayed).

#### 11. REASONABLENESS

Each Party confirms that it has received independent legal advice relating to all matters provided for in this Agreement and acknowledges and agrees that the provisions of this Agreement are fair and reasonable.

#### 12. WHOLE AGREEMENT

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement from the date of its commencement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

13. NOTICES

- 13.1 All notices, demands or other communications required or permitted to be given or made under or in connection with this Agreement shall be in writing and delivered (a) by hand, (b) sent by prepaid registered post, or (c) by fax (where available) addressed to the intended recipient at its address or fax number (if any), and marked for the attendance of such Person (if any), set out under its name below (or to such other address or fax number as a Party may from time to time notify the other Parties):

The Company

Address: 20 SIN MING LANE #03-62 MIDVIEW CITY SINGAPORE 573968

Attention: Tan Kuan Yu

The Driver

Address: 6 WOODLEIGH CLOSE #07-13 SINGAPORE 357902

Attention: DANIEL LIM WONG MING (LIN HUANGMING)

- 13.2 Any such notice, demand or communication shall be deemed to have been duly served:

- (a) if delivered by hand with the receipt acknowledged, immediately;
- (b) if made by fax, upon receipt by the sender of the transmission report indicating that the notice or communication has been sent in full to the recipient's fax number or such other similar medium of receipt; or
- (c) if sent by post, five (5) Business Days after posting,

and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing the same was duly addressed, stamped and posted or that the transmission report indicates the the notice or communication has been sent in full to the recipient's fax number.

14. FURTHER ASSURANCE

Each Party shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement, and (so far as it is able) to provide such assistance as the party may reasonably request to give effect to the spirit and intent of this Agreement.

15. COSTS

Each Party shall pay its own costs, charges, and expenses (including taxation, if any) incurred in connection with negotiating, preparing and implementing this Agreement.

16. VARIATION

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each Party.

17. INVALIDITY

If any provision of this Agreement is or is held to be invalid or unenforceable, this shall not invalidate any of the remaining provisions of this Agreement. The Parties shall use all reasonable efforts to replace the invalid or unenforceable provision by a valid provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

18. RELATIONSHIP BETWEEN PARTIES

Nothing in this Agreement shall create, give effect to, constitute or imply, or shall be deemed to create, give effect to, constitute or imply, a partnership, joint venture, agency relationship, or render a Party liable for any of the debts or obligations of the other Party.

For the avoidance of doubt, the Driver expressly acknowledges and agrees that he is not an employee of the Company and save for the rights and entitlements set out in this Agreement, he shall not have any other right or entitlement.

19. REMEDIES AND WAIVERS

19.1 No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

19.2 Any Party may release or compromise the liability hereunder of any other Party or grant to any such Party time or other indulgence without affecting the liability of any other party hereunder.

20. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this agreement by signing any such counterpart and each counterpart shall be as valid and effectual as if executed as an original.

21. NO THIRD PARTY RIGHTS

A party who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce or to enjoy the benefit of any term of this Agreement.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

22.2 The Parties hereby submit to the exclusive jurisdiction of the Singapore courts in respect of any dispute arising out of or in connection with it.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above mentioned.

THE COMPANY

Signed by \_\_\_\_\_ )  
for and on behalf of )  
EFFICIENT MOTORS PTE LTD )  
in the presence of: )  
Witness signature: )



Name:  
NRIC No. / Passport No.:

THE DRIVER

Signed by DANIEL LIM WONG MING (LIN HUANGMING)  
in the presence of: )  
Witness signature: )



Name:  
NRIC No. / Passport No.: