# DATED THIS 2018-02-10

# Between

Lumens Auto Pte Ltd

(as the Company)

And

Michael Wong Teng Cheong

(as the Driver)

**AUTHORISATION AGREEMENT** 

# THIS AUTHORISATION AGREEMENT ("Agreement") is made on 2018-02-10

#### BETWEEN:

□ Lumens Auto Pte Ltd (Singapore Company Registration No. . )a company incorporated in Singapore and having its registered office at 80 Lorong Melayu Singapore 416987 (the "Company"); and with bank details: DBS Bank Ltd

## AND:

☐ Michael Wong Teng Cheong(Singapore NRIC No. ), residing at Blk 113 Potong Pasir Avenue 1 #03-846 S'(350113) (the "Driver"); and with bank details: MAYBANK,

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

### WHEREAS:

The Company owns several motor vehicles ("Company Cars"), and intends to collaborate with Grab (New) ("Grab (New)"), 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 Grab (New) ("Fare").

The Driver holds a valid Singapore driver license (License No. ) for at least one (1) year. The Driver has entered into a service agreement with Grab (New) ("Grab (New) Service Agreement") to provide certain services, including picking up Grab (New)'s customers and driving them to their specified destinations ("Grab (New) Services").

To facilitate the Driver's provision of the Grab (New) 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:

#### 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: Mazda 3 1.5b) Registration Number: SLM3958G

c) Colour: Grey

(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 Grab (New) 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 bGrab (New) 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;

### CONTRACT DURATION

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

Start Date: 2018-02-10 End Date: 2018-03-27

3.2 In the event the contract duration is not fulfilled, the driver agrees that the deposit amount of 500 will be not refunded, and the driver agrees to pay the outstanding amount if the deposit is less than 500.

#### REPLACEMENT VEHICLE

- 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.
- d. For the avoidance of doubt, in the event that the company vehicle requires any repair works, apart from accident repairs that shall last between 8 to 12 hours, the company shall reimburse half a day of the then applicable facilitation fee to the driver, and such monies to be deposited into the drivers bank account as notified by the renter. If the time needed for the repair works exceeds 12 hours, one full days of facilitation fee will be reimbursed to the driver.

## 5. FACILITATION FEE

5.1 In consideration for facilitating the provision of the Grab (New) Services by the Driver, the Company shall be entitled to an amount of 70 SGD per day ("Facilitation Fee"), commencing from the Start Date (set out at Clause 3.1 above) and ending on the End Date (as set out at Clause 3.1 above), both dates inclusive. As a matter of goodwill and provided there is no breach of this Agreement by the Driver of this Agreement, the Company shall waive the Facilitation Fee for the first day of the term of this Agreement. In addition, if the Driver returns the Authorised Company Car before 9am on the last day of the Term of this Agreement, the Company shall waive 50% of the Facilitation Fee for the last day of the term of this Agreement. For the avoidance of doubt, the Company shall be entitled to charge the Driver the full Facilitation Fee for both the first and last days of the Term in the event of any breach of this Agreement.

- 5.2 The facilitation fee will be waived on the first day of the contract;
- 5.3 50% of the daily facilitation fee will be waived on the last day, if the car is returned by 9 am, failing which, the full amount will be charged.

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

THE COMPANY			
Signed by) for and on behalf of) Lumens Auto Pte Ltd _) in the presence of: Witness signature:	)	A	
Name: NRIC No. / Passport No.:			
THE DRIVER			
Signed by Michael Wong Teng Cheong in the presence of: Witness signature:	) )	Me	

Name:

NRIC No. / Passport No.:

Michael Wow