



**LKK Auto Consultants Pte Ltd
Blk 51, Paya Ubi Industrial Park
Ubi Avenue 1, #02-25
Singapore 408933**

**BY POST AND BY EMAIL
Email: bryanang@lkkauto.com**

Attention: Mr Bryan Ang

Your Ref :

Our Ref :

Date :

Subject :

20 August 2018
**CLAIM NO. SCT/13945/2018 ("CLAIM")
BMW 318i WITH REGISTRATION NUMBER SDZ8008S ("CAR")**

Dear Sirs

1. Thank you for email dated 20 August 2018.
2. We set out below your terms of engagement, the general scope of work and the position on confidentiality and privilege. We should be grateful if you would confirm that these terms are acceptable to you.
3. The background facts to the Claim are set out below.
4. **Scope of work**
 - (a) Whether the complaints made by the customer are latent defects of the Car, in particular, whether the sounds complained of are latent defects or normal operating characteristics of the Car;
 - (b) to carry out the inspection the Car;
 - (c) to compare it with another car;
 - (d) to determine the source of the sound; and
 - (e) to let us know if there is any benchmark on the range of such sounds (decibels) in the market.

Fees

5. We understand that your fees for undertaking the scope of work indicated above are as set out in your email dated 20 August 2018 i.e Singapore dollars eight hundred only (S\$800) excluding GST.
6. Invoices should be submitted directly to "Performance Motors Limited" ("PML"). The payment terms agreed are thirty (30) days from receipt of invoice. PML's billing address is as follows:

Performance Motors
Limited
1800-Call-BMW
(1800-2255-269)

www.pml.com.sg

303 Alexandra Road
Sime Darby
Performance Centre
Singapore 159941
Tel Sales 6319 0100
Tel Aftersales
6319 0111
Fax 6474 7770

315 Alexandra Road
#01-01
Sime Darby
Business Centre
Singapore 159944
Tel Sales 6319 0511
Tel Aftersales
6319 0527
Fax 6479 6624

280
Kampong Arang Rd
East Coast Centre
Singapore 438180
Tel Aftersales
6319 0888
Fax 6344 1332

Registered office
305 Alexandra Road
#02-01
Vantage
Automotive Centre
Singapore 159942

Co. Reg. No.
197401559W



Performance Motors Limited
305 Alexandra Road
#02-01 Vantage Automotive Centre
Singapore 159942
Attention: Customer Relations Department

Privilege and confidentiality

7. This matter is strictly confidential. No information relating in any way to this matter, or your work for it, is to be disclosed to any third party without PML's prior written consent.
8. All work under this engagement, including any reports (in draft or otherwise), data, notes, work papers, correspondence or other documents you may generate or receive are to be considered confidential work product. All such documents (and any information they contain that is not publicly available data) may be used only for purposes of this engagement and may not be disclosed to anyone without PML's written consent in advance. In fact, the very existence of your engagement must be kept confidential and may not be disclosed by you without PML's written consent. Additionally, you will keep confidential all documents, information (oral or in writing) and other materials produced in relation to or in connection with the Claim or any subsequent proceedings having any connection with the Claim by PML or any other person or entity.
9. In recognition of the privileged and confidential nature of this engagement, you agree not to discuss your work with anyone else and to notify PML promptly if you receive:
 - (a) Any request to reveal information related to the engagement or to examine, inspect or copy any documents you generate or receive; or
 - (b) Any actual or attempted service of a subpoena, summons or order purporting to require the disclosure of any such information or documents.

No conflict of interest

10. Please confirm that you do not have any conflict of interest which might interfere with your performance of the services contemplated by this engagement, and you agree to avoid any such conflict in the future. More specifically, it is understood that until this matter is resolved (including any appeals), you will not accept any request to assist anyone else regarding the subject matter of this engagement without PML's prior written consent.

Intellectual property

11. Any and all intellectual property created during the course of this engagement shall be considered PML's property.



Termination

12. PML may terminate this agreement at any time, in which event you must stop all work immediately and bill only for the work performed and disbursements made prior to the termination. However, in the event of such termination, the restrictions described in paragraphs 7 to 9, 10 and 11 above will remain in effect.
13. Please acknowledge that you accept these terms by signing the enclosed copy of this letter below and returning it to us.

Yours faithfully,

Representatives of PML

Name: Teo Kian Meng
Designation: Director - Aftersales

Agreed to and accepted this 10 day of September, 2018

Name: Bryan Ang
LKK Auto Consultants Pte Ltd