

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 to the Company. In the event the Driver fails to return the Authorised Company Car on the date of termination of this Agreement, the Driver shall be liable to pay the Company the sum of 10 SGD per day in addition to the Facilitation Fee and Clauses 2, 5, 6, 7, 8, 9, 11, 14, 17, 18, 19 and 22 shall remain in effect, until such time the Driver returns the Authorised Company Car.

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.



Pek Kim Hong Shirley

- 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 #03-61 Midview City, S(573968)

The Driver



Pek Kim Hong Shirley

Address: 172 Pasir Panjang Road Singapore 118558

Attention: Pek Kim Hong Shirley

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 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.



Pek Kim Hong Shirley

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.

23. PERSONAL DATA

The Driver agrees that the Company may use and disclose their personal data, which has been collected and processed, for providing marketing materials that the Driver has agreed to receive, in accordance with the Personal Data Protection Act 2012. The Driver may at any time withdraw the consent to the use and disclosure of their personal data for receiving marketing material by means set out in clause 13.



Pek Kim Hong Shirley

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:)



Name:
NRIC No. / Passport No.:

THE DRIVER

Signed by Pek Kim Hong Shirley)
in the presence of:)
Witness signature:)

A handwritten signature in black ink.

Name:
NRIC No. / Passport No.

ML

Accident Photo



Accident Photo



Accident Photo



Accident Photo



Accident Photo





Accident Photo



Accident Photo



Accident Photo



Accident Photo



Accident Photo



Accident Photo



Accident Photo





GENERAL INSURANCE ASSOCIATION OF SINGAPORE RECORDS MANAGEMENT CENTRE
 6 Raffles Quay #18-00 Singapore 048580
 Tel (65) 6224 0010 Fax (65) 6224 0030
 Operating Hours : Monday to Friday, 09:00 – 17:00
 UEN: S66SS0020G / GST Reg. No.: M400017735

IMPORTANT NOTE: Please submit the completed Addendum form to the same Authorised Reporting Centre with whom you submitted the Original Report.

ADDENDUM

(A) PARTICULARS OF PERSON MAKING THE AMENDMENTS:

Original Report No : MABW 18104002 - 01 Vehicle Registration No: SLV 4752D
 Name(as shown in NRIC) : LUMENS AUTO PTE LTD NRIC/FIN/Passport No : 201426961K
 (*Vehicle Driver / Vehicle Owner) (*) Please delete as appropriate
 Address : 20 Sin Ming Lane #03-61 Midview City Singapore(573968)
 Contact (Tel) : 6876 7955 Mobile No. : _____
 Email Address : _____
 Date of Accident : 09/08/2018 Time of Accident : 16:50
 Place of Accident : Anson Road beside M Hotel
 Insurance Company: NTUC Income Insurance Co-operative Ltd

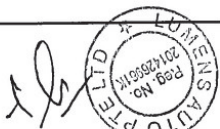
(B) ADDITIONAL INFORMATION / AMENDMENTS:

I have made a report on the above mentioned accident and would like to include additional information or make the following amendments:

- ATTACHED WRONG SKETCH PLAN & PHOTOS.

- AMEND TO THIRD PARTY CLAIM -

Policyholder / Driver's Signature
 Date:



Reporting Centre Personnel's Signature
 Name:
 NRIC/FIN No.:
 Date: 13/08/18

