Date: 17/05/2021

PRIVATE AND CONFIDENTIAL

Pek Kim Hong Shirley Blk 109 Jalan Bukit Merah #02-1746 Singapore 160109

Dear Pek Kim Hong Shirley,

USE OF CAR AGREEMENT ("AGREEMENT")

1. Subject to your agreement to the terms and conditions set out herein, we, Lumens Auto Pte. Ltd. (Company Registration No. 201426961K), a company incorporated in Singapore with its registered address at 22 Sin Ming Lane, #01-74 Midview City, Singapore 573969 ("Company"), authorizes you to use the following motor vehicle owned by the Company ("Vehicle") on the terms and conditions set out herein:

(a) Make and model: <u>Toyota Prius Plus</u>(b) Registration number: <u>SMU2128M</u>

(c) Colour: White

- You shall use the Vehicle for the sole purpose of providing the services under the service agreement with any ride-hail service provider authorised by the laws of Singapore ("Service Company"), 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 the Service Company.
- 3. The term of this Agreement shall commence and end on the following dates:

Commencement date: 17/05/2021 ("Commencement Date") Expiry date: 03/10/2021 ("Expiry Date")

This Agreement may be terminated early in accordance with the Standard Terms (as defined below).

In the event that this Agreement is terminated early for any reason whatsoever, you acknowledge and agree that the Deposit (as defined below) will be not refunded by the Company to you, and in the event that you have not paid the Deposit in full, you shall make payment of any shortfall in Deposit to the Company immediately.

- 4. In consideration for the use of the Vehicle, you shall pay to the Company, and the Company shall be entitled to, a facilitation fee of SGD0.00 per day ("Facilitation Fee") (comprising a daily lease rate of SGD \$82.24 + prevailing GST) commencing on the Commencement Date and ending on the date on which this Agreement expires or is terminated. For the avoidance of doubt, the Company shall be entitled to charge goods and services tax at the prevailing daily lease rate and adjust the Facilitation Fee and any other amounts payable by you to the Company under this Agreement (including the Standard Terms (as defined below)) to reflect any changes in the goods and services tax.
- 5. On the Commencement Date, you shall place with the Company a deposit amounting to SGD500.00 ("**Deposit**"). The Deposit may be refunded to you only in accordance with the specific circumstances specified in the Standard Terms.
- 6. You shall also pay to the Company a daily collision waiver damage fee of SGD6 for purposes of reducing the amount of insurance excess that you may be required to pay in the event of an accident or incident involving the Vehicle. Please refer to the Standard Terms for the further terms and conditions in respect of such collision waiver damage fee.
- 7. You may be entitled to participate in certain promotions organized by the Company from time to time provided that, amongst others, the Deposit has been fully paid and you are not in breach

of any of your obligations, undertakings and warranties under this Agreement (including the Standard Terms). The Company will notify you of the promotions which you are entitled to participate by issuing the promotion details form in the form substantially set out in the schedule to this Agreement ("**Promotion Details Form**"). For the avoidance of doubt, the Company shall have sole and absolute discretion to determine which promotions you may participate in. Please refer to the Standard Terms for the further terms and conditions in respect of your participation in any promotions organized by the Company.

- 8. Unless the Company otherwise determines:
 - (a) all amounts payable by you to the Company shall be made by electronic or telegraphic transfer to the Company's nominated bank account, details of which are as set out below (or such other bank account as the Company may notify you from time to time):

Name of Bank: DBS CURRENT

Account Name: LUMENS AUTO PTE LTD

Account Number: 017-904-375-1

SWIFT: DBSSSGSG

- (b) all amounts payable by the Company to you shall be made by electronic or telegraphic transfer to your nominated bank account, details of which are as set out in the acceptance portion of this Agreement ("Nominated Bank Account"). For the avoidance of doubt, payment by the Company of any amount due and payable to you to your Nominated Bank Account (as you have specified in the acceptance portion of this Agreement) shall constitute full and absolute discharge of the Company's payment obligation in respect of such amount under this Agreement and the Company shall not have any responsibility to verify the details of your Nominated Bank Account and shall not be liable and/or responsible to any person for any losses, damages, costs and/or expenses arising from any false or incorrect details of your Nominated Bank Account specified in the acceptance portion of this Agreement.
- 9. You shall be bound by, and shall comply with, our standard terms and conditions of use of vehicles ("Standard Terms"), which is enclosed with this Agreement. The Standard Terms shall be incorporated into this Agreement by reference to this paragraph, and all terms and conditions set out therein shall form an integral part of this Agreement (and all references to this Agreement shall include the Standard Terms). In the event that there is any conflict between the terms and conditions set out herein and the Standard Terms, the terms and conditions set out herein shall prevail to the extent of the inconsistency unless otherwise specified in the Standard Terms. The Company may at its discretion amend the provisions of the Standard Terms and will notify you of such amendments.
- 10. This Agreement shall be governed by, and construed in accordance with, the laws of Singapore. The parties hereto agree to submit to the exclusive jurisdiction of the Singapore courts.
- 11. If you accept and agree to the terms and conditions of this Agreement, please sign the acceptance portion of this Agreement below and return the duly signed Agreement to us.

[The remainder of this page is intentionally left blank.]

Yours faithfully, For and on behalf of Lumens Auto Pte. Ltd.



Name: Shirley Lee Designation: DR

ACCEPTANCE

I, Pek Kim Hong Shirley (Singapore NRIC No. S1737393E), acknowledge that I have read and fully understand the terms and conditions of this Agreement (which, for the avoidance of doubt, includes the Standard Terms). I hereby accept and agree to this Agreement.

The details of my Nominated Bank Account are as follows:

Name of Bank: POSB - DBSSSGSGXXX Account Name: Pek Kim Hong Shirley

Account Number: 083202777

I confirm that the above bank account details are true and correct.

Signature

Name: Pek Kim Hong Shirley Singapore NRIC No.: S1737393E

Date: 17/05/2021

SCHEDULE

Promotion Details Form

Promotion Name:	
Payout Period:	
Promotion Details:	
	Note: The promotional packages will only be paid out if the driver does not have any Outstanding Amount owing to Lumens. Lumens reserves the sole and absolute right to make the final decision on any promotional packages pay out should there be any breach of Lumens' standard terms and conditions.

CONTRACT SUMMARY

Name of Driver	Pek Kim Hong Shirley
Age	56
Driving Experience	
Rental Rate	\$88.00 + \$6.00 RPP CDW +
Contract Duration	17/05/2021 to 03/10/2021 4.96 Months (139.00 Days)
Vehicle Owner	Lumens Auto Pte. Ltd
Vehicle Make, Model and License Plate	Toyota Prius Plus SMU2128M
COE Expiry	29/07/2030
Deposit Amount	500.00
Maximum Deposit	500.00
Vocational License Status	PDVL
Used or New Car	New Car
Outstanding Rental	

VEHICLE COVER PAGE

Company:	Lumens Auto. Pte Ltd.
Name of Driver:	Pek Kim Hong Shirley
Driver's I/C No:	S1737393E
Driver's Age:	56
License Plate:	SMU2128M
Car Model and Make:	Toyota Prius Plus
IU Number:	
Car Colour:	White
Contract Start & End Date:	17/05/2021 to 03/10/2021
Facilitation Fee:	\$ 94.00
Starting Date of Deduction:	18/05/2021
Date of Collection	17/05/2021
Remarks:	Start daily instalment plan at \$94.00/day wef 18/05/2021

