



## Motor Dealers Agreement (Updated: 1<sup>st</sup> Jan 2021)

This agreement (“**Agreement**”) is entered into on this day.

BETWEEN

**Dealer (Yourself) (“Client”)**

AND

**ALLCARS PTE LTD**, (UEN No. 201940287R), a company incorporated in Singapore with its registered office at 24 Leng Kee Road, #07-03, Leng Kee Autopoint, Singapore 159096 (“**Allcars**”)

(together referred to as "parties" and each "party")

### WHEREAS

- A. Client is a motor car dealer in Singapore.
- B. Allcars is in the business of providing various services using a website and mobile application known as CarFren which *inter alia* allows the online purchase of motor warranty insurance and motor comprehensive insurance for motor vehicles.
- C. Client wishes to appoint Allcars to liaise with III in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. In this Agreement:

“**Aetna**” means Aetna Insurance Brokers Pte Ltd

“**Agreement**” shall mean this Agreement inclusive of the Schedules herein

“**App**” or “**Application**” shall mean CarFren and any software application, provided in connection with a Service

“**CarFren**” means the marketing name of the website and mobile application provided by Allcars

“**Confidential Information**” shall mean all information disclosed (whether in writing, orally or by another means, directly or indirectly) by Allcars to Client or any of its employees or agents or by Client to Allcars, its employees or agents, whether before or after the date of this Agreement, including, without limitation, information relating to the products, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market opportunities or business affairs of the disclosing party; or its suppliers, customers or clients

“**Customer**” shall mean the customers of Client who are individual motor owners in respect of whose vehicles the Client obtains motor warranty insurance or motor comprehensive insurance through the App.

“**Effective Date**” shall mean 1 April 2020 or any date mutually agreed by the parties

“**Fees**” shall mean fees due to Allcars for the Services as set out in **Schedule A**

**“Force Majeure Event”** shall mean an event beyond the reasonable control of the affected party including, but without limitation, strikes, lock-outs, labour disputes (excluding strikes, lock-outs and labour disputes involving the employees of the affected party), Acts of God, war, acts of terrorism, riots, civil commotions, malicious damage (excluding malicious damage involving the employees of the affected party), accidents, fires, floods, earthquakes, typhoons, hurricanes, storms, power outages, telecommunications outages or degradation, cyber-or internet security attacks or compliance with a law or governmental order, rule, regulation or direction

**“III”** means India International Insurance Pte Ltd, the insurance company partner with Allcars in Singapore

**“Personal Data”** shall mean any personal data as defined in the Personal Data Protection Act with respect to the Customers

**“Services”** shall mean those services set out in **Schedule B** of this Agreement

**“Service Partners”** means III and Aetna; Authorised Workshops; and other service providers engaged by Allcars to provide the Services

- 1.2. In this Agreement, a reference to
- (a) a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subsidiary legislation made or other thing done under the statutory provision;
  - (b) a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership;
  - (c) a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
  - (d) the singular includes the plural and vice versa (unless the context otherwise requires);
  - (e) a clause or exhibit, unless the context otherwise requires, is a reference to a clause or an exhibit to this Agreement.
- 1.3. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

## 2. **PROVISION OF SERVICES**

- 2.1. Client agrees to appoint Allcars as the dedicated provider for the Services in Singapore.
- 2.2. Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.
- 2.3. Allcars will provide the Services in accordance with the terms of the Agreement, either directly or through a Service Partner or agent.

### 3. WARRANTIES

#### 3.1. *Client's Obligations and Warranties*

##### 3.1.1. Client agrees:

- (a) and acknowledges that the support and co-operation of Client is required so as to ensure efficient and effective delivery and performance of the Services by Allcars. Client therefore agrees to provide its full support and co-operation, and to procure that its agents provide their full support, and co-operation to Allcars, especially in ensuring that Allcars or its agents are able to gain access to key people and information;
- (b) not to disclose to any person any personal identification number or password or login ID issued by Allcars to Client, except to authorised personnel or any other access method authorised by Allcars for use in conjunction with the Services. If Client becomes aware of any unauthorised access to the Services by any person, or if Client believes that any such personal identification number or password or login ID has been lost or stolen, or otherwise compromised, Client shall notify Allcars in writing immediately. Allcars shall not be liable for any loss, theft or compromise or damage Client may incur or suffer by reason of any such unauthorised access to the Services or the loss, theft or compromise of any such personal identification number, password or login ID;
- (c) to provide, or procure the provision of, reasonable access to Client's premises and facilities at such premises for representatives of Allcars and its employees and agents to the extent necessary to the performance of Allcars' obligations under this Agreement;
- (d) that, while any of Client's or its agents are in Allcars' or its agent's premises, they will work in and access only those areas designated by Allcars, and abide by all of Allcars' rules and regulations including, but not limited to, security and safety rules and rules prohibiting misconduct on the premises of Allcars or agents including, but not limited to, use of physical aggression against persons or property, harassment, and theft. If in the reasonable opinion of Allcars, any such persons misconduct themselves, they will leave the premises of Allcars or agents immediately upon request.

##### 3.1.2. Client hereby represents and warrants to Allcars that:

- (a) it has full power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby and thereby and that this Agreement constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms;
- (b) the execution and delivery of, and the performance by its obligations under, this Agreement shall not:
  - (i) result in a breach of its constitution (or the equivalent constitutional documents); or
  - (ii) result in a breach of any applicable laws by which it or its assets are bound.

### **3.2. Allcars Warranties**

- 3.2.1. Subject to Clause 3.2.2, Allcars warrants that it shall:
- (a) perform the Services with reasonable skill and care;
  - (b) comply with the applicable laws in the performance of its obligations hereunder; and
  - (c) ensure that all personnel assigned to the performance of its obligations hereunder will have all the skill, experience, qualifications and knowledge reasonably necessary to carry out the tasks assigned to them and will adopt reasonable and proper standards of behaviour.
- 3.2.2. Client acknowledges that no Services provided over or through the Internet can be completely error or interruption free. Allcars does not warrant that the Services will be provided on an uninterrupted or error-free basis or shall be fit for any particular purpose. Allcars is not responsible for any failure or breach caused by misuse or unauthorised use of the Services by Client. Allcars shall not be liable to Client for any failure by Allcars to perform its obligations under this Agreement to the extent that such failure arises from or relates to any failure by Client or any agent thereof to perform its obligations under this Agreement, or any other negligent or wilful act or omission by Client and/or any agent thereof. The warranties in Clause 3.2.1 apply only if Client uses the minimum hardware and software specification levels designated by Allcars being required for operation of the Services.
- 3.2.3. Except for the warranties provided under Clause 3.2.1, Allcars disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- 3.2.4. It shall be a condition precedent of Allcars liability or obligation under the warranty given in 3.2.1 that it receives written notice from Client of any non-conformance with the warranty within 30 days from the date that the Service is performed for Client, and any failure to comply shall mean Client is deemed to have waived any entitlement under such warranty. If Allcars receives written notice from Client of a breach of any warranty, Allcars shall forthwith make all reasonable efforts to rectify any non-conformance with such warranty by re-performing the Service that was the subject of such breach. Client's exclusive remedy under the warranty given in this Clause is limited to such re-performance of a Service and failing that, up to the maximum claim allowed under Clause 4 herein.

## **4. INDEMNITY, EXCLUSIONS AND LIMITATION OF LIABILITY**

### **4.1. Indemnity**

- 4.1.1. Each Party agrees to indemnify the other party (contracting for itself, directors, officers, employees, agents and sub-contractors) (each such person, an "Indemnified Person") up to ONE HUNDRED THOUSAND SINGAPORE DOLLARS (S\$100,000) against any losses, liabilities and costs incurred by such Indemnified Person arising as a result of or in connection with:

- (a) such Indemnified Person's compliance with or reliance on any instructions, authorisations, approvals or other information provided by the Indemnifying Person; or
- (b) any claim brought against the Indemnified Person by a third party arising out of or in connection with the material breach by the Indemnifying Person of its obligations under this Agreement hereunder.

#### **4.2. Exclusions**

- 4.2.1. Neither Allcars nor its agents will be liable for any loss or damages, whether arising in contract, tort or otherwise, for the Services.
- 4.2.2. Neither Allcars nor its agents will be liable for any losses (including loss of data, identity theft, savings, revenue, profits, business, downtime), damages or errors arising from any design or programming, malware, or for any cyber or internet security attacks on Client's systems, regardless of the form.
- 4.2.3. In no event will Allcars nor its agents be liable for:
  - (a) any delay, claim, loss or damage which have not been caused by Allcars or its agents (whether in part or whole);
  - (b) any delay, claim, loss or damage caused from any negligence or default of Client, its agents (whether in part or whole);
  - (c) any special, indirect, punitive, consequential or incidental damages including without limitation, any lost profits, lost or damaged files or data, identity theft, lost savings, lost business opportunity, downtime, loss of goodwill, resulting from any cause whatsoever, including negligence or other torts, defects or malfunctions or the breach of this Agreement,regardless of the form of legal action and even if Allcars has been notified of the possibility of such damages.
- 4.2.4. All special, indirect, consequential or incidental damages not otherwise specified in this Agreement are expressly excluded.

#### **4.3. Limitation of Liability**

- 4.3.1. The Parties agree that the Limitation of Liability of any claim, including any claim of Indemnity, or aggregate claim on this Agreement is ONE HUNDRED THOUSAND SINGAPORE DOLLARS (or S\$100,000).

### **5. PUBLICITY/ANNOUNCEMENTS**

- 5.1. Client agrees that Allcars may publicly refer to Client, orally and in writing, as a customer and may use Client's logo, trade name, trademark or service mark in connection therewith.
- 5.2. Allcars agrees that Client may publicly refer to Allcars, orally and in writing, as a vendor and may use Allcars' logo, trade name, trademark or service mark in connection therewith.

- 5.3. Any other reference to the other party by either party, including any details of this Agreement or any Services hereunder or thereunder, whether in the form of press release or otherwise (unless required by law or regulation), or any other use of the other party's logo, trade name, trademark or service mark, may be made only with such other party's prior written consent.

## 6. **PERSONAL DATA**

- 6.1. Client acknowledges that in the course of providing the Services, Allcars will be given access to the Personal Data of Client's customers.
- 6.2. Client warrants that it has validly obtained consent to the collection, transfer, processing, use, retention, and disclosure of an individual's personal data for the purposes of other organisations in compliance with the Personal Data Protection Act.
- 6.3. At the request of Allcars, Client shall provide Allcars with all information relating to Client and Customers.
- 6.4. Client agrees that Allcars may use the Personal Data:
- (a) as may be necessary in connection with the delivery and performance of the Services;
  - (b) as required by law, including disclosing, or transferring such Personal Data to governmental or regulatory authorities as mandated by law; and
  - (c) for any other purposes as may be agreed to by the parties.
- 6.5. The parties agree that Allcars shall have the right to collect, use, process, retain, transfer, or disclose such Personal Data to any organisation such as but not limited to Ill and Aetna for the provision of Services.
- 6.6. Following the expiration or termination of this Agreement for any reason whatsoever, Allcars may continue to use, process, retain, disclose, or transfer such Personal Data in the manner as permitted by the Personal Data Protection Act.
- 6.7. Personal Data may be stored on the cloud which may exist on storage in countries outside of Singapore that are not within the control of Allcars. However, where data is stored in the cloud, Allcars will take steps to ensure that Personal Data continues to receive a standard of protection that is at least comparable to that provided under the Personal Data Protection Act.
- 6.8. Anonymized data, collective statistics, observations, and summaries created by Allcars during the course of providing the Services shall be solely owned by Allcars.

## 7. **CONFIDENTIALITY**

- 7.1. **Confidentiality.** A receiving Party may not disclose any Confidential Information without the disclosing party's written consent, except where disclosure is required by law, a court of competent jurisdiction, or a regulatory body or stock exchange in which case the receiving party shall (if it is permitted by law or regulation) promptly notify the disclosing party of such disclosure.

8. **MISCELLANEOUS**

- 8.1. **No Partnership or Joint Venture.** Neither the making of this Agreement nor the performance of any part of this Agreement shall be construed in any circumstance be deemed to establish a partnership or joint venture between the Parties.
- 8.2. **Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.
- 8.3. **Amendments.** Unless otherwise expressly provided for herein, this Agreement may be amended or modified only in writing upon the agreement of both parties.
- 8.4. **Non-Waiver.** A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.
- 8.5. **Non-Solicitation.** Client agrees that it will not during the term of this Agreement and for six (6) months after the completion thereof, employ, solicit, entice away from Allcars or its affiliates any person who was an officer, manager, consultant or employee of Allcars or an affiliate thereof whether or not that person would commit a breach of contract by reason of leaving Allcars or such affiliate, save and unless the consent of Allcars is obtained.
- 8.6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- 8.7. **Execution.** Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.
- 8.8. **Internet Security.** The parties agree to communicate electronically over the Internet, including email communications. Each party shall be responsible for protecting their own systems and neither shall be responsible to the other for any loss, damage or omission in any way arising from the use of the internet as a form of communication.
- 8.9. **No Third-Party Rights.** A person who is not a party to this Agreement has no rights to enforce any term of this Agreement save for the right or remedy of a third party which expressly exists and available as part of this Agreement.
- 8.10. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 8.11. **Survival Clauses.** The provisions listed hereunder will survive the termination of this Agreement and continue in full force and effect:
  - (a) Clauses 6 Personal Data
  - (b) Clauses 7 Confidentiality

9. **TERM AND TERMINATION**

- 9.1. This Agreement shall be effective upon the Execution Date until it is terminated.
- 9.2. **Termination without Cause.** This Agreement may be terminated at any time one-year after the Execution Date, without cause, by a party giving the other party **120 days** written notice of termination, which termination shall operate without prejudice to the Parties' rights and obligations that may have accrued prior to the termination.
- 9.3. Either party may terminate this Agreement immediately upon providing written notice to the other party if:
  - 9.3.1. the other party has passed a resolution for its own winding up;
  - 9.3.2. a court of competent jurisdiction has made an order for such party's winding up or dissolution;
  - 9.3.3. a receiver has been appointed over the assets of such party; or
  - 9.3.4. such party has made an arrangement or composition with its creditors generally or has made an application to a court of competent jurisdiction for protection from its creditors generally.

10. **FORCE MAJEURE**

- 10.1. If Allcars is prevented, hindered or delayed from or in performing any of Allcars' obligations under this Agreement by a Force Majeure Event, such obligations will be suspended while the Force Majeure Event continues and Allcars will not be deemed to be in breach of this Agreement. Notwithstanding the foregoing, Allcars shall have the right to terminate this Agreement if it is unable by reason of any Force Majeure Event to render its performance under the Agreement for a continuous period of two (2) months.

11. **ENTIRE AGREEMENT**

- 11.1. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

12. **GOVERNING LAW AND JURISDICTION**

- 12.1. This Agreement shall be governed by Singapore law and the Parties submit to the exclusive jurisdiction of the Courts of Singapore.

13. **NOTICES**

- 13.1. Allcars and Client shall each designate a natural person who shall be its point of contact with respect to all matters relating to the Services and terms and conditions of this Agreement.
- 13.2. Any notice required or otherwise given pursuant to this Agreement shall be in writing by post or email.



13.3. Notice is deemed to have been duly given:

- (a) if it is in writing and served in accordance with the Companies Act (Cap 50);  
or
- (b) if it is in writing and sent to the abovementioned Parties' contact person  
by:
  - (i) delivered personally;
  - (ii) sent by courier and provided the relevant Airway Bill number(s) or  
tracking details were provided to the party to be notified upon the  
notice being couriered; or
  - (iii) registered mail.

# Schedule A

## Fees

### **A1. FEES FOR INSURANCE POLICY**

- A1.1. The amount payable for the motor warranty insurance and the motor comprehensive insurance is determined by our partner insurance company in Singapore and stated on the individual insurance document per vehicle.
- A1.2. Allcars will retain a fee out of the amount collected.

### **A2. DISCOUNTS AND REBATES**

#### **A2.1. Motor Warranty Insurance**

- i. The payment credit term for the gross premium is **14 days** upon the issuance of the Motor Warranty invoice.

#### **A2.2. Motor Comprehensive Insurance**

- i. For each motor insurance incepted with III via its intermediaries referred by Client, Client will receive a rebate of **15%** of the gross premium that are paid in full. This rebate of **15%** to Client is applicable for motor renewals as well.
- ii. The rebate for each month will be tabulated and consolidated at the end of each month and payable at the end of the following month.
- iii. For policies that have been cancelled or endorsed within first 8 months of the policy term and the gross premium are refunded by the insurance company on a prorated basis, the rebate for these policies will also be adjusted and reflect in the payment in the following month.

# Schedule B

## Services & Exclusions

### **B1. INTRODUCTION**

- B1.1. In the event of any express conflict or inconsistency between the provisions of the Statement of Work and the provisions of this Agreement, the provisions of the Services will govern and prevail with respect to the interpretation of the Statement of Work; provided, however, that the provisions of the Statement of Work will be so construed to give effect to the applicable provisions of this Agreement to the fullest extent possible.
- B1.2. Services to be delivered to Client under the Statement of Work will be deemed to have been accepted by Client when the acceptance criteria described in the Statement of Work, if any, have been met. Where no criteria is specified, such Services will be deemed to have been accepted upon delivery.
- B1.3. Either party to the Statement of Work may request changes to the Services as set out in the Statement of Work. Changes must be supported by sufficient details to enable the other party to assess the impact of the requested change on the cost, timetable or any other aspect of the Services. The parties agree to work together to consider, and if appropriate, agree on any such changes. Until a change is agreed in writing, the parties to the Statement of Work will continue to act in accordance with this Agreement and the Statement of Work.

### **B2. SERVICES**

- B2.1. AllCars will perform the following Services to Client:
  - B1.1.1. Represents Client to negotiate best terms and price for motor warranty insurance and motor comprehensive insurance via Aetna as the appointed insurance broker for our partner insurance company
  - B1.1.2. Issues pre-generated Certificate of Insurance & warranty booklet to Client via CarFren app following the confirmation and approval of coverage by our partner insurance company or other registered insurers in Singapore (if any)
  - B1.1.3. Performs other matters relating to the administration and coordination of motor warranty insurance and motor comprehensive insurance for Client
  - B1.1.4. Acts as the first point of contact to facilitate and sign off on any motor warranty insurance claims on behalf of Client
- B2.2. The Services in B2.1 are governed by the terms and conditions stated in the Warranty booklet issued in conjunction with the Certificate of Insurance.

### **B3. EXCLUSIONS**

- B3.1. AllCars do not provide any insurance advice to Client
- B3.2. The Services for the motor warranty insurance only stated in B2 will be excluded if:
  - B1.2.1. the Certificate of Insurance & warranty booklet have not been issued to Client

- B1.2.2. Vehicle makes and models are found in the exclusion list of the Motor Warranty Insurance policy issued by our partner insurance company
- B1.2.3. The Motor warranty insurance premium has not been paid after the expiry of the payment terms
- B1.2.4. Any other conditions that will invalidate the Motor Warranty insurance contract with our partner insurance company