

Driver Services Agreement

Effective: 16 June 2025

Service Terms and Conditions

1. Driver Services Agreement

- 1.1. By applying to register with CDG Zig Pte. Ltd. ("**Company**") as a Transportation Services provider or downloading or using the Platform and/or Service, You agree to be bound by the Driver Services Agreement ("**Agreement**"), which comprises these Service Terms and Conditions ("**Service T&Cs**") and the General Platform Terms and Conditions of Use ("**General Platform T&Cs**"). In the event of any conflict or inconsistency between the Service T&Cs and the General Platform T&Cs, the Service T&Cs shall prevail to the extent of the conflict or inconsistency.
- 1.2. We may from time to time amend or vary the terms of the Agreement by posting or making available the amended terms on the Platform or any channel, platform or website for registration as a Transportation Services provider ("**Registration Site**"), or by written notice (which may include via SMS, email or the Platform or the Registration Site). You acknowledge and agree that it is Your responsibility to review the Agreement regularly, and Your continued access and/or use of the Platform or the Service after any such amendments (whether or not actually reviewed by You) shall constitute Your agreement to be bound by such amendments.
- 1.3. This Agreement shall not take effect until You have been informed by the Company that Your application to register with the Company as a Transportation Services provider has been approved. Notwithstanding the foregoing, if You are a hirer of a taxi ("**Taxi Hirer**") with Comfort Transportation Pte Ltd ("**CTPL**") or CityCab Pte Ltd ("**CCPL**"), this Agreement shall take effect from the date of the Taxi Hiring Agreement between You and CTPL or CCPL (as applicable) ("**Taxi Hiring Agreement**").

2. Definitions and Interpretations

- 2.1. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Account" means the account You have registered with the Company to access the Service, or if You are a Taxi Hirer, the account registered with CTPL or CCPL (as applicable) in connection with the Taxi Hiring Agreement;

"Additional Charges" means certain additional fees that You may be entitled to charge Users and/or other parties with the Company's prior written consent, which may include:

- (a) any tolls, road-usage charges, parking charges, building or area entrance charges, and any other applicable surcharges, necessarily incurred by You during the provision of Transportation Services;
- (b) any cancellation and/or waiting charges;
- (c) any other amounts in accordance with the Agreement and the Policies; and
- (d) any applicable taxes in respect of the above, calculated in accordance with applicable law;

"Bank Account" is defined in **clause 5**;

"Consumer App" means the mobile app designated as "CDG Zig", or any other mobile application, website and/or channel as may be designated by the Company from time to time, which allows the end user to connect with drivers and vehicle operators;

"Indemnified Parties" has the meaning given to it in **clause 11.1**;

"LTA" means the Land Transport Authority of Singapore;

"Parties"	means the Company and You; "Party" means either of them;
"PDPA"	means the Personal Data Protection Act 2012 of Singapore and the regulations made thereunder;
"PDVL"	means the Private Hire Car Driver's Vocational Licence issued by the LTA;
"Platform"	means the mobile application designated as "CDG Zig Driver", any taxi mobile data terminal or any mobile application, website and/or channel as may be designated by the Company from time to time, which, subject to the terms of the Agreement, allows users to obtain or procure the Service;
"Policies"	means the Privacy Policy and any other policies, guidelines or information made available by the Company (including any cancellation/ waiting fee policy) as may be updated from time to time;
"Privacy Policy"	means the Company's privacy policy (as may be amended from time to time and available at www.cdgtaxi.com.sg/privacy-policy/ or on such other mobile application, website and/or channel as may be designated by the Company from time to time);
"Service"	means the matching of passengers to drivers for the purposes of You undertaking the Transportation Services;
"Service Fee"	has the meaning given to it in clause 6.1 ;
"TDVL"	means the Taxi Driver's Vocational Licence issued by the LTA;
"Transportation Services"	means the provision by You of transportation service, including the transportation of passengers and/or (if applicable) goods;
"User"	means a registered end user of the Consumer App;
"User Fees"	means the fee incurred by Users for Transportation Services, which may include: (a) a fee for each instance of Transportation Services; (b) any other amounts payable by the User to You in accordance with the Agreement and the Policies; and (c) any applicable taxes in respect of the above, calculated in accordance with applicable law. For the avoidance of doubt, User Fees shall not include any platform fee or any other fee imposed by the Company on Users for the use of the Consumer App or for any other services provided by the Company to Users (whether via the Consumer App or otherwise);
"You"	means the individual driver or operator.

2.2. In this Agreement, unless otherwise stated:

- (a) Words in the singular shall include the plural and vice versa.
- (b) The word "include" or "including" shall not be construed as having any limiting effect.
- (c) The word "person" includes a natural person and anybody or entity whether incorporated or not.
- (d) A reference to a document includes the document as modified or replaced from time to time in accordance with the relevant procedures for modification or replacement applicable to that document.
- (e) A reference to any legislative or regulatory instrument includes any amendment, consolidation, modification, re-enactment or reprint of it or any legislative or regulatory instrument replacing it.
- (f) A reference to a specified section, paragraph, schedule or item of any legislative or regulatory instrument means a reference to the equivalent section of the legislative or regulatory instrument which is for the time being in force.

3. Driver's Obligations

3.1. You represent, warrant, undertake and agree that:

- (a) You possess a valid driver's licence and are authorised to operate a motor vehicle and have all the appropriate licences, approvals and authority to provide the Transportation Services for hire to third parties, as required by applicable law, including the PDVL or the TDVL;
- (b) You own or have the legal right and authority to operate the vehicle which is used to undertake the Transportation Services, and such vehicle is in good operating condition and meets the industry safety standards for vehicles of its kind;
- (c) You have a valid policy of liability insurance (in industry-standard coverage amounts) for the operation of Your vehicle and/or business insurance to cover any anticipated losses related to the operation of the Transportation Services. This clause 3.1(c) shall not apply to You if You are a Taxi Hirer;
- (d) You shall be solely responsible for any and all demands, claims, judgments, fines, penalties, damages, losses, expenses and/or liabilities whatsoever resulting from any accident, loss or damage including personal injuries, death, total loss and property damage which are attributed to or alleged to be attributed to the vehicle and/or the Transportation Services howsoever operated;
- (e) You shall obey all laws related to the operation of the Transportation Services and will be solely responsible for any violations of such laws;
- (f) You will only use the Service and provide the Transportation Services for lawful purposes;
- (g) You will only use the Service for the purpose for which it is intended to be used;
- (h) You will not use the Platform for purposes other than for the Service;
- (i) You will not contact any passengers for purposes other than in connection with providing the Transportation Services;
- (j) You will keep secure and confidential Your account password or any identification that the Company provides You which allows access to the Service;
- (k) You will only use the Platform for Your own use and will not resell it to a third party;
- (l) You will not copy, rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Platform and/or the Service;
- (m) You will not make alterations to, or modifications of, the whole or any part of the Platform and/or the Service, nor permit the Platform and/or the Service to be combined with (or become incorporated with or in) any other program(s);
- (n) You will not disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, communicate, republish, upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sub-licence, create derivative works based on or otherwise exploit the whole or any part of the Platform and/or the Service;
- (o) You will not provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any person without our prior written consent;
- (p) You will not use the Platform and/or the Service to make fake bookings;
- (q) You will provide the Transportation Services and fulfill all job bookings personally, and will not sell, transfer or assign any job booking to any other person nor permit any other person to provide the Transportation Services or fulfill any job booking whether on your behalf or on such other

- person's own account or otherwise;
- (r) You will not use the Platform and/or the Service in any manner (or as part of any attempt) to cause nuisance or inconvenience to or to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any person, or where such use of the Platform and/or the Service would have the effect of any of the foregoing;
 - (s) You will not transmit or allow the transmission via the Platform and/or the Service of any unlawful, harmful, vulgar, obscene material or any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
 - (t) You will not post, send, distribute and/or store via the Platform and/or the Service:
 - (i) any spam or other unsolicited messages;
 - (ii) any messages, materials or contents that are misleading, libellous, defamatory, threatening, pornographic, obscene, indecent, lewd, vulgar, abusive, offensive, derogatory, spam, malware, illegal, political, racist, religious, blasphemous, false, unlawful, tortious, fraudulent, deceptive, a phishing attempt, an infringement of any intellectual property rights of a third party, or would otherwise violate or encourage the violation of any law or the proprietary or other rights of any third party;
 - (iii) any messages, materials or contents that contain viruses, trojan horses, worms, time bombs or other harmful computer codes, files, scripts, agents or programs, including without limitation those designed to impair the operation or functionality of the Platform and/or the Service; and/or
 - (iv) any personal data (except where such disclosure is necessary for you to provide the Transportation Services and in which case you warrant that you have obtained all necessary consents to lawfully disclose such personal data to the Company and for the Company to lawfully collect, use, disclose and process such personal data in connection with this Agreement);
 - (u) You will not circumvent the proper operation of the Platform and/or the Service or interfere with the integrity or performance of the Platform and/or the Service or their respective contents;
 - (v) You will not perform any data mining or data scraping activities;
 - (w) You will not use any manual or automated tool, program or script, including without limitation web spiders, web crawlers, web robots, web ants, bots, viruses or worms, or any program which may make multiple server requests per second, to overload or interfere with the operation and/or performance of the Platform and/or the Service, or to circumvent the structure or presentation of the Platform and/or the Service or their respective contents;
 - (x) You will not use the Platform and/or the Service in a way that could damage, disable, overburden, impair or compromise the Platform and/or the Service or interfere with another person's usage or access to the Platform and/or the Service, including without limitation:
 - (i) attempting to probe, scan, test the vulnerability of or gain unauthorised access to a system or network or to breach or circumvent security or authentication measures without proper authorisation; and/or
 - (ii) submitting a computer virus to the Platform and/or the Service, or overloading, "flooding", "mailbombing" and/or "crashing" the Platform and/or the Service;
 - (y) You will not impersonate any person or otherwise misrepresent Your affiliation with any person;
 - (z) You will not engage in any conduct that may damage the Company's reputation or goodwill;
 - (aa) You will provide the Company with proof of identity and any other information and documents as may be reasonably requested or required at any time;
 - (bb) You agree that You must provide a current photograph of Yourself with full legal name as shown on Your NRIC as and when requested by the Company;
 - (cc) You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update Your information in a timely manner to keep it accurate, current and complete at all times during the term of the Agreement. You acknowledge that if Your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right but not the obligation to terminate the Agreement and Your use of the Service at any time with or without notice;
 - (dd) You will only use an access point or data account (AP) which You are authorised to use;
 - (ee) You shall not employ any means to defraud the Company or enrich Yourself, through any means, whether fraudulent or otherwise, whether or not through any event, promotion or campaign launched by the Company to encourage new subscription or usage of the Service by new or existing drivers or passengers;
 - (ff) You are aware that when responding to passengers' or customers' requests for Transportation Services, standard telecommunication charges may apply which shall be solely borne by You;
 - (gg) You shall not impair or circumvent the proper operation of the network which the Service

- operates on;
- (hh) You agree that the Service is provided on a reasonable effort basis;
 - (ii) You agree that Your use of the Service will be subject to, and You agree to comply with, all applicable law and prevailing Policies;
 - (jj) You agree that the Company shall not be liable or responsible for any complaints and disputes from passengers regarding the Transportation Services provided by You. Unless otherwise agreed by the Company, any such complaints and disputes from passengers regarding the Transportation Services shall be taken up with You directly; and
 - (kk) You shall ensure that the vehicle used for providing the Transportation Services is properly maintained, in good operating condition and meets the industry safety standards for vehicles of its kind. You shall be solely responsible for the vehicle and agree that the Company shall not be responsible for any repair, servicing, maintenance, cleaning or upkeep of the vehicle used by You for the Transportation Services. This clause 3.1(kk) shall not apply to You if You are a Taxi Hirer.
- 3.2. You acknowledge and agree that You are the provider of the Transportation Services and shall therefore be solely responsible for the safe, efficient and proper performance of Transportation Services using all reasonable care and skill. You shall be solely responsible for providing all necessary equipment, materials, tools and other items necessary for the safe, efficient and proper performance of the Transportation Services. You are responsible for Your own safety, and that of the passengers, in the performance of the Transportation Services, and You shall take all necessary precautions in connection with providing the Transportation Services. For the avoidance of doubt, in the event that another person provides the Transportation Services or fulfill any job booking in breach of clause 3.1(q), in addition and without prejudice to any rights and remedies that the Company may have for such breach, You shall remain responsible for ensuring compliance with clause 3.2 as though you are the provider of the Transportation Services.

4. Your Account

- 4.1. In order to access the Service, You must register for and maintain an Account as a user of the Platform. You are responsible for all activities conducted on Your Account.
- 4.2. You must only have one Account.
- 4.3. You must keep Your Account information (including Your login details) confidential and secure. You shall not provide any other person with access to Your Account, including to transfer the Account or information from Your Account to any other person.
- 4.4. You must promptly notify the Company if You suspect any unauthorised access or use of Your Account.
- 4.5. The Company reserves the right to suspend, block or deny Your access to Your Account, and/or block features available in the Platform, with or without notice and without prejudice to its other rights and remedies:
- (a) if the Company deems, in its sole discretion, that You have violated any term of the Agreement or the Policies;
 - (b) during an investigation;
 - (c) if You owe any money to the Company;
 - (d) if the Agreement is terminated for any reason;
 - (e) if in the Company's opinion, You have violated any terms and conditions of the PDVL, TDVL and/or any applicable law; or
 - (f) at any other time in the Company's reasonable discretion.

5. Bank Account

- 5.1. For the purpose of the Agreement, You shall before execution of the Agreement open an account with such bank as the Company may designate from time to time (the **"Bank Account"**).
- 5.2. You shall ensure that in the event of the termination of the Agreement for whatever reason, the Bank Account shall remain valid and operative for a period of three (3) months from the date of the said termination to enable the Company to deduct any and all monies due from You and refund to You any monies remaining in the Bank Account after such deductions.
- 5.3. In the event that any direct debit transaction in favour of the Company under the Agreement is unsuccessful, whether due to insufficient monies in the Bank Account or other causes whatsoever and howsoever arising, You shall pay to the relevant bank and/or the Company for each such unsuccessful deduction any administrative fee or charge that may be levied by a bank or financial institution in respect of such unsuccessful deduction and/or such other amount as the Company may stipulate from time to time, without prejudice to Your liability to pay for the underlying amount due. (Note: Your account holding bank may charge You for insufficient funds deductions)

6. Service Fees

- 6.1. You agree to pay the Company a service fee for Your use of the Services (**"Service Fee"**). Any fees which the Company may charge You for the Service are due immediately and are non-refundable. This no-refund policy shall apply at all times regardless of Your decision to terminate Your usage, our decision to terminate or suspend Your usage, disruption caused to the Service either planned, accidental or intentional, or any reason whatsoever.
- 6.2. The Company will deduct the Service Fees as well as any other amount You owe to the Company from the amount payable by the Company to You. For the avoidance of doubt, any balance amount owing by You to the Company after such deduction shall remain payable by You to the Company.
- 6.3. The Company may determine or revise the Service Fee as the Company deems fit in its absolute discretion at any time.

7. Payments by You

- 7.1. You shall pay promptly to the Company all payments which the Agreement provides are to be payable by You to the Company on the dates and in the manner set out in the Agreement. Unless otherwise agreed by the Company in writing, time for payment shall be of the essence.
- 7.2. The Company shall be entitled to deduct through direct debit transaction all other payments due from You to the Company from time to time including the Service Fee and other bank charges in the event that such payments remain unpaid by You.
- 7.3. You agree and undertake to make all relevant arrangements and/or sign all relevant documents necessary to effect the direct debit transaction to be made under the Agreement. You acknowledge and agree that any such arrangements and/or documents may be with the Company and/or a third party on behalf of the Company.
- 7.4. The Company may set off against any amount payable to You any amount payable by You to the Company.

8. Payments by Company

- 8.1. The Company shall make payment to You directly to the Bank Account stated in the endorsed direct debit transaction form from Your bank.

9. Fare and Cashless Payment

- 9.1. The passenger shall pay for the Transportation Services by credit/debit card or such other cashless or electronic payment method as determined by the Company from time to time. You shall not collect

payment, either in cash or otherwise, from any passenger directly, without the prior written consent of the Company. The Company reserves the right to suspend the processing of any transaction that may be fraudulent or illegal.

- 9.2. You are entitled to charge, in respect of the Transportation Services only the fares, applicable surcharges, and other amounts calculated via the Platform and in accordance with the applicable terms and conditions or the Policies.
- 9.3. You shall observe and comply with the Company's rules, regulations and directives relating to cashless and/or electronic payments of fare.
- 9.4. The Company may update the basis on which any component of User Fees or Additional Charges (as applicable) is calculated via the Platform, at any time in its absolute discretion. Any such update will be notified to You. Any User Fees or Additional Charges on or after the date on which the update takes effect shall be subject to the updated calculation.
- 9.5. You acknowledge and agree that the Company may, to the extent permitted by applicable law, adjust or cancel the User Fees or Additional Charges (or any part thereof) payable in connection with a particular instance of Transportation Services, acting reasonably (for example, where the Company determines that there is an error in the original calculation, that You have not complied with the Agreement or the Policies, that a fee was charged when it should not have been (or vice versa), or in the case of a complaint from a User).
- 9.6. The Company may, in its sole and absolute discretion, charge Users a platform fee or any other fee for the use of the Consumer App. You acknowledge and agree that You have no right or entitlement to any such fees and that in the event that You, for whatever reason, collect such fees from the Users, such fees are collected by You on the Company's behalf and the Company shall be entitled to payment of such fees from You and/or to deduct such fees from any amount payable by the Company to You.
- 9.7. For the avoidance of doubt, the Company will deduct from such amounts that may be due to you the Central Provident Fund (CPF) contributions required to be made under applicable law and pay such contributions to the CPF Board.

10. Compensation in the Case of Loss of Damage

- 10.1. You shall bear the full liability in the event of any third party claim for any loss or damage to the vehicle used by You for the Transportation Services and/or any loss, damage or liability whatsoever in connection with the Transportation Services provided by You. The Company is under no obligation whatsoever to compensate You nor any third party for any losses, damages or liability whatsoever as the Company is not the owner of the vehicle nor the operator of the Transportation Services provided by You. This clause 10 shall not apply to You if You are a Taxi Hirer.

11. Indemnity

- 11.1. You shall fully defend, indemnify and hold harmless the Company, its affiliates and the Company and its affiliates' respective officers, directors, members, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all demands, claims, actions, proceedings, costs, damages, losses, fines, penalties, liabilities and expenses (including without limitation legal fees and costs on an indemnity basis) arising out of or in connection with the provision of the Transportation Services by You, and/or any breach by You of any provision of the Agreement and/or the Policies and/or any applicable law or regulation.

12. Limitation of Liability

- 12.1. The Company makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service or the Platform. The Company does not represent or warrant that the use of the Service and/or the Platform will be secure, timely, uninterrupted or error-free, or are free of viruses or other harmful components. The Service and the

Platform are provided strictly on an “as is” basis, and all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement of third-party rights, are hereby excluded and disclaimed to the highest and maximum extent. The Company does not guarantee any minimum number of bookings or requests for Transportation Services or any minimum income for You.

- 12.2. To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages, loss of use, loss of profits, loss of income, loss of revenue, loss of data, loss of business, loss of goodwill, loss of contracts or loss of opportunities, or any personal injury or property damage, arising from, related to or otherwise in connection with the Service, the Platform and/or the Agreement, whether in contract, tort, breach of statutory duty or otherwise. Notwithstanding anything in the Agreement, the Company’s maximum aggregate liability arising under and/or in connection with the Service, the Platform and/or the Agreement, whether in contract, tort, breach of statutory duty or otherwise, shall not exceed the Service Fee paid to the Company in connection with Your Account in the six (6) month period immediately preceding the event giving rise to the claim.
- 12.3. You agree that any claims You have against the Company under or in connection with the Service, the Platform or the Agreement must be notified to the Company within one year after the event giving rise to such claim, failing which You shall be deemed to forfeit and/or waive any rights and remedies You have in respect of such claim.

13. Personal Data Policies

- 13.1. You consent to the collection, use, and disclosure by the Company of Your personal data in accordance with our Privacy Policy, as may be amended from time to time.
- 13.2. You agree to comply with all Policies of the Company in respect of personal data. To the extent that You have access to any personal data in connection with the Service or Transportation Services, You agree to comply with, and process such personal data in accordance with, applicable law, the Policies (including the Privacy Policy) and the Company’s instructions. Without limitation, in using the Services, You may have access to certain information made available to You by the Company or passengers including without limitation personal data (“**User Information**”). You agree that Your use of such User Information shall be strictly limited to usage as is necessary in order to perform the Transportation Services in accordance with the Agreement. Without prejudice to the generality of the foregoing, You shall keep the User Information secure and shall not disclose the User Information to anyone else, or retain a copy of the User Information after the relevant Transportation Services have been completed, or use the User Information for any other purpose.

In-vehicle Recording Devices

- 13.3. The Company does not mandate or endorse, nor prohibit, the installation or use of in-vehicle recording devices (“**IVRDs**”).
- 13.4. If You choose to install and use such IVRDs in Your vehicle, You acknowledge and agree that:
- (a) You have done so at Your sole discretion; and
 - (b) You are solely responsible for ensuring that such installation and use are permitted by applicable laws and for complying with all applicable laws (including but not limited to any directions and guidelines issued by the LTA and/or the Personal Data Protection Commission) in respect of the same.
- 13.5. We do not collect any personal data from any audio and/or visual recordings by such IVRDs installed in Your vehicle. You acknowledge and agree that any collection of personal data from such recordings is not being done on our behalf. The collection of personal data from such audio and/or visual recordings is solely at Your discretion. You acknowledge and agree that You have full responsibility over such collection of personal data by You and any subsequent use or disclosure by You of such personal data.
- 13.6. Without limitation, You must:

- (a) ensure that LTA's approval has been obtained to install any inward-facing IVRD in Your vehicle;
 - (b) ensure that any inward-facing IVRD in Your vehicle has been installed at an LTA-authorised installation centre;
 - (c) notify us immediately if Your vehicle is installed with an inward-facing IVRD, or within twenty-four (24) hours of any such installation; and
 - (d) affix signs or decals on Your vehicle to notify passengers of the use of such devices in Your vehicle.
- 13.7. Without prejudice to the foregoing, You shall comply in all respects with the obligations under the PDPA in performing Your obligations under the Agreement and in providing the Transportation Services. You shall fully defend, indemnify and hold harmless the Indemnified Parties from and against any and all demands, claims, actions, proceedings, costs, damages, losses, fines, penalties, liabilities and expenses (including without limitation legal fees and costs on an indemnity basis) which any of the Indemnified Parties may suffer or incur as a result of any act, omission, and/or default on Your part under the PDPA or which results in any of the Indemnified Parties being in breach of the PDPA.
- 13.8. Clauses 13.3 to 13.7 do not apply to You if You are a Taxi Hirer.

14. Termination

- 14.1. The Agreement shall continue until terminated in accordance with its terms.
- 14.2. The Company may terminate the Agreement:
- (a) at any time for any reason by giving notice to You;
 - (b) immediately, with or without notice, if You are in breach of any term of the Agreement, without prejudice to the Company's other rights and remedies; and/or
 - (c) immediately, with or without notice, if You are breach of any other agreement with the Company.
- 14.3. You are under no obligation to use the Service and may cease using the Service at any time in Your sole and absolute discretion. The Agreement is automatically terminated when Your Account is closed.
- 14.4. On termination or expiry of the Agreement for any reason, You shall:
- (a) immediately delete and fully remove the Platform from Your mobile device;
 - (b) immediately cease using the Service; and
 - (c) promptly (and in any event within three days), pay any money owed to the Company (which shall become immediately due and payable on termination or expiry) (and, for this purpose, the Company shall be entitled to deduct the relevant amount from Your Bank Account).

15. Notice

- 15.1. The Company may give notice to You by means of a general notice through the Platform, the Registration Site, electronic mail to Your email address in the records of the Company, or by written communication sent by registered mail or pre-paid post to Your address or by SMS to the mobile number in the records of the Company. Such notice shall be deemed to have been given immediately upon publication on the Platform or the Registration Site (if notice is by means of a general notice through the Platform or the Registration Site (as applicable)), upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or one hour after sending (if sent by email or SMS). You may give notice to the Company (such notice shall be deemed given when

received by the Company) by letter sent by courier or registered mail to the Company using the contact details as provided in the Platform.

16. General Provisions

16.1. No Employment Relationship

Your relationship with the Company is that of an independent contractor. You expressly agree that:

- (a) the Agreement is not an employment agreement and nothing in the Agreement shall create or be deemed to create a relationship of employer and employee between You and the Company. Accordingly, the Company shall not be liable for any medical and leave benefits, income tax or other taxes, employer contributions, and/or other similar charges, levies, costs or expenses or other benefits. For the avoidance of doubt, You shall be solely liable for all taxes (including any withholding tax) payable in respect of fees You receive hereunder, and for Your own insurance, social security and related contributions; and
- (b) no joint venture, partnership, or agency relationship exists between the Company and You. You have no authority to bind Company and You undertake not to hold Yourself out as an employee, agent, worker or representative of Company.

16.2. Cost and Expenses

You shall be liable to pay for and shall upon demand, on a full indemnity basis, pay to the Company:

- (a) all costs and expenses (including legal fees) as may from time to time be incurred by the Company in connection with the preservation, enforcement or the attempted preservation or enforcement of any of the Company's rights under the Agreement;
- (b) any Goods and Services Tax (**GST**) or any equivalent tax now or in the future imposed by any fiscal or government authority in Singapore on any amounts payable by You under the Agreement.

16.3. Liability for Taxes

You agree that the Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time. You further agree to use Your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Company to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service supplied under the Agreement.

16.4. Force Majeure

Subject to the terms of the Agreement, the Company undertakes to use reasonable endeavours to perform and observe all the obligations on its part to be performed or observed under the Agreement but the Company shall not be liable for any failure to perform or observe any or all of its obligations under the Agreement or any delay caused by circumstances beyond its control.

16.5. Forbearance

No forbearance, indulgence or relaxation on the part of the Company shown or granted to You in respect of any of the provisions of the Agreement shall in any way affect diminish, restrict or prejudice the rights or powers of the Company under the Agreement or operate as or be deemed to be a waiver of any breach by You of the terms and conditions of the Agreement, nor shall any waiver of the Company of any breach hereof operate as a waiver of any subsequent or any continuing breach thereof. Any waiver by the Company shall only be valid and binding on the Company if it is in writing and signed by the Company's authorised representative.

16.6. Concurrent Remedies

No rights or remedy herein conferred upon or reserved to the Company is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other

right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.

16.7. Survival of duties and obligations

Any expiry or termination of the Agreement shall not affect any accrued rights or liabilities of the Company as at the date of expiry or termination, and also shall not affect the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after termination or expiry of the Agreement.

16.8. Investigations

The Company shall have the right to interview You and record Your statement for the purpose of investigations into any case or complaint filed against or involving You. The Company is not obliged to release any of the investigation findings or outcome to You. You agree to, at Your own cost, fully cooperate with the Company and provide all requested information and documents in connection with any investigation or interview by the Company.

16.9. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Parties submit to the non-exclusive jurisdiction of the Singapore courts.

16.10. Company's Right to Assign

The Company shall be entitled to assign, transfer and/or novate any of its rights, interest and obligations in, under or arising out of the Agreement at any time by giving notice to You. In the event of such assignment, transfer or novation, You shall be deemed to have consented to such assignment, transfer or novation and shall accept any assignee, transferee or novatee of the Company as a party to the Agreement and release the Company from all its obligations and liabilities under the Agreement and any other sums pursuant to the terms of the Agreement. Where required by the Company, You shall enter into and execute as a party thereto any agreement or deed entered into or to be entered into by the Company, its assignee, transferee and/or novatee, such agreement or deed to be prepared by and at the expense of the Company.

16.11. Confidentiality

You shall keep confidential and shall not at any time disclose or permit to be disclosed any negotiations or discussions in relation to the Agreement and/or any non-public information received or obtained from the Company or otherwise in the course of using the Service and/or the Platform and/or providing the Transportation Services, except with the prior written consent of the Company or as required by law or to the extent that such information has become public knowledge not due to Your breach of this undertaking.

The Company shall be permitted to disclose Your or any other relevant particulars in connection with the Agreement where such disclosure is permitted under the Agreement or is required by law or any relevant authority.

16.12. Entire Agreement

The Agreement supersedes all prior agreements, arrangements and understandings and constitutes the entire agreement between You and the Company in relation to the subject matter hereof.

16.13. Contract (Rights of Third Parties) Act

Nothing in the Agreement is intended to grant to any third party any right to enforce any term of the Agreement nor to confer on any third party any benefits under the Agreement for the purposes of the Contracts (Rights of Third Parties) Act 2001 of Singapore, the application of which is hereby expressly excluded.