

**DREW & NAPIER LLC
ADVOCACY CUP 2021 – PRELIMINARY ROUNDS**

Between

XYZ PTE LTD
(Singapore UEN No. 123456789X)

... Plaintiff

And

WXY PTE LTD
(Singapore UEN No. 987654321A)

... Defendant

WRIT OF SUMMONS

To:

WXY PTE LTD

98 LUXURY AVENUE SINGAPORE 765432

THIS WRIT OF SUMMONS has been issued against you in respect of the claim endorsed herein.

You must:

- (1) satisfy the claim; or
- (2) enter an appearance,

Within eight (8) days after the service of this Writ on you, you must either satisfy the claim or cause an appearance to be entered for you using the electronic filing service and in default of your doing so the Plaintiff may proceed with the action and judgment may be entered against you without further notice.

THIS WRIT OF SUMMONS is issued by the Solicitors for the Plaintiff whose particulars are as below. The address of the Plaintiff is 123 Consulting Street Singapore 456789.

This Writ may not be served more than (a) 6 months after the above date, or (b) 12 months after the above date where leave to serve out of jurisdiction has been obtained, unless renewed by order of the Court.

STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated under the laws of Singapore, having its principal place of business at 123 Consulting Street Singapore 456789 and is in the business of providing consultancy services.

2. The Defendant is a company incorporated under the laws of Singapore, having its registered address at 98 Luxury Avenue Singapore 765432 and is in the business of selling luxury bags.

Engagement of the Plaintiff's services

3. By an engagement letter dated 2 January 2018 ("**Engagement Letter**"), the Defendant engaged the Plaintiff to provide consulting and marketing services between 1 February 2018 to 31 December 2018 to help the Defendant gain online exposure.

4. The Defendant's engagement of the Plaintiff's services is subject to the terms and conditions listed in the Engagement Letter ("**Terms and Conditions**").

5. Clause 2 of the Terms and Conditions provides for the Defendant to pay to the Plaintiff a monthly fixed fee of S\$100,000 on the last day of each month, as follows:

"Fees. [The Defendant] shall pay [the Plaintiff] a fixed fee of S\$100,000 per month for the period of the Engagement, that is, from 1 February 2018 to 31 December 2018."

6. Pursuant to the Terms and Conditions of the Engagement Letter, the Plaintiff provided the Defendant with the consulting and marketing services between 1 February 2018 and 31 December 2018.

7. Between February 2018 and November 2018, the Plaintiff issued a total of 10 invoices to the Defendant for the sum of S\$100,000 each for providing the Defendant with the consulting and marketing services.

8. The Defendant made prompt payment of each invoice issued between February 2018 and November 2018.

9. On 31 December 2018, the Plaintiff issued another invoice number 000123 dated 31 December 2018 to the Defendant for the sum of S\$100,000 for the services provided for the month of December 2018 ("**Invoice**").

10. However, the Defendant has to-date failed and/or refused to make payment on the Invoice ("**Outstanding Amount**"), or any part thereof.

Interest and costs

11. The Plaintiff is entitled to interest on any amounts that are overdue at the rate of 1.5% per month to the date of repayment pursuant to clause 3 of the Terms and Conditions, which state as follows:

***"Late Payment.** Where any payment is overdue for more than 30 days from the date of the invoice, [the Plaintiff] shall be entitled to claim interest on*

the overdue amount at the rate of 1.5% per month commencing 30 days after the date of the invoice, up to the date of full repayment.”

12. Further, the Plaintiff is entitled to all costs incurred in seeking to recover any outstanding amount, pursuant to clause 4 of the Terms and Conditions, which states as follows:

*“**Costs.** [The Plaintiff] shall be entitled to claim from [the Defendant] all costs including its legal costs in seeking to recover any overdue or outstanding amounts.”*

Demands

13. Despite the repeated requests by the Plaintiff for payment, the Defendant has to-date failed and/or refused to make any payment of the Outstanding Amount or any part thereof.

And the Plaintiff claims:

- (i) the Outstanding Amount in the sum of S\$100,000;
- (ii) interest on the Outstanding Amount at the rate of 1.5% per month from 30 January 2019 to the date of repayment;
- (iii) costs; and

- (iv) such further or other relief as this Honourable Court deems fit.

Dated this 1st day of February 2019.

[SIGNED]

SOLICITORS FOR THE PLAINTIFF

**DREW & NAPIER LLC
ADVOCACY CUP 2021 – PRELIMINARY ROUNDS**

Between

XYZ PTE LTD
(Singapore UEN No. 123456789X)

... Plaintiff

And

WXY PTE LTD
(Singapore UEN No. 987654321A)

... Defendant

DEFENCE

1. Paragraph 1 of the Statement of Claim is admitted.

2. Paragraph 2 of the Statement of Claim is admitted save that the Defendant is also in the business of selling luxury clothes.

3. Paragraphs 3 and 4 of the Statement of Claim are admitted.

4. Paragraph 5 of the Statement of Claim is admitted insofar as clause 2 of the terms and conditions of the engagement letter dated 2 January 2018 is accurately reproduced.

5. Paragraphs 6 to 9 of the Statement of Claim are admitted.

6. Paragraph 10 of the Statement of Claim is denied. The Defendant has already made full payment of the sum of S\$100,000 to the Plaintiff towards invoice number 000123 dated 31 December 2018 on 2 January 2019.

PARTICULARS

- (a) On 31 December 2018, the Defendant received the Plaintiff's invoice number 000123 dated 31 December 2018 for the sum of S\$100,000 ("**Invoice**").
- (b) On 1 January 2019, the Defendant's General Manager, Mr Joel Biden received a WhatsApp message from the Plaintiff's employee and/or agent, Mr Donald Tran requesting that the Defendant make payment of the Invoice in cash as the Plaintiff has closed its bank account with ABC Bank and was in the midst of shifting its finances to White Cottage Bank.
- (c) On 2 January 2019, the Defendant's General Manager, Mr Joel Biden met with Mr Donald Tran outside White Cottage Bank along 20 Capitol Avenue Singapore 00020 and paid the Plaintiff's Mr Donald Tran the sum of S\$100,000 towards the Invoice.
- (d) Therefore, the Defendant has made full payment towards the Invoice and does not owe the Plaintiff any further sum.

7. Save insofar as clauses 3 and 4 of the terms and conditions of the engagement letter dated 2 January 2018 are accurately reproduced, paragraphs 11 and 12 of the Statement of Claim are denied. The Defendant has already made full payment of the sum of S\$100,000 to the Plaintiff towards invoice number 000123 dated 31 December 2018 on 2 January 2019 and the Plaintiff is not entitled to interest and/or costs. The Defendant repeats paragraph 6 above.

8. Paragraph 13 of the Statement of Claim is denied. The Defendant repeats paragraphs 6 and 7 above.

9. Save as hereinbefore expressly admitted, the Defendant denies each and every allegation contained in the Statement of Claim as if the same were set forth seriatim and herein specifically traversed.

Dated this 22nd day of February 2019.

[SIGNED]

SOLICITORS FOR THE DEFENDANT

DREW & NAPIER LLC
ADVOCACY CUP 2021 – PRELIMINARY ROUNDS

Between

XYZ PTE LTD
(Singapore UEN No. 123456789X)

... Plaintiff

And

WXY PTE LTD
(Singapore UEN No. 987654321A)

... Defendant

REPLY

1. The Plaintiff joins issue with the Defence filed on 22 February 2019, save as hereinafter expressly admitted.

2. Save as otherwise stated herein, the Plaintiff refers to and adopts the definitions and abbreviations used in the Statement of Claim dated 1 February 2019

3. Paragraph 6 of the Defence is denied. The Plaintiff has not received any payment towards the Invoice and had never authorised Mr Donald Tran to collect or receive any payment on its behalf. The Invoice specifically states that all payments should be made to the Plaintiff's bank account with ABC Bank and the Plaintiff and Defendant had been dealing on that basis since February 2018.

4. In any event, the Plaintiff had already terminated Mr Donald Tran's employment on 31 December 2018 and all of the Plaintiff's clients who had previously dealt with Mr Donald Tran, including the Defendant, were informed via email of the termination of Mr Donald Tran's employment with effect from 31 December 2018.

5. Paragraph 7 of the Defence is denied. The Plaintiff repeats paragraphs 3 and 4 above.

Dated this 8th day of March 2019.

[SIGNED]

SOLICITORS FOR THE PLAINTIFF

**DREW & NAPIER LLC
ADVOCACY CUP 2021 – PRELIMINARY ROUNDS**

Between

XYZ PTE LTD
(Singapore UEN No. 123456789X)

... Plaintiff

And

WXY PTE LTD
(Singapore UEN No. 987654321A)

... Defendant

AFFIDAVIT OF EVIDENCE-IN-CHIEF

I, **MIKE HARRIS** (NRIC No. S7801234P), care of 123 Consulting Street Singapore 456789 do solemnly and sincerely make oath and say as follows:

1. I am the Chief Executive Officer of the Plaintiff, XYZ Pte Ltd and I am duly authorised by the Plaintiff to make this affidavit on its behalf.
2. Save where otherwise stated, the facts and matters deposed to herein are within my personal knowledge and are true. Where the matters deposed to herein are not within my personal knowledge, they are derived from the files and documents in the Defendant's possession, custody and power, and are true to the best of my information and belief.

I. INTRODUCTION

3. The Plaintiff is a company incorporated under the laws of Singapore, having its principal place of business at 123 Consulting Street Singapore 456789 and is in the business of providing consultancy services.

4. I am the Chief Executive Officer of the Plaintiff and have been with the Plaintiff since it was founded.

5. The Defendant is a company incorporated under the laws of Singapore, having its registered address at 98 Luxury Avenue Singapore 765432 and is in the business of selling luxury bags.

II. CIRCUMSTANCES GIVING RISE TO THE DEBT

6. On 2 January 2018, the Defendant engaged the Plaintiff to provide marketing and consultancy services to help the Defendant gain online exposure to better sell its luxury bags. A copy of the engagement letter dated 2 January 2018 signed on behalf of both the Plaintiff and the Defendant with the terms and conditions of the engagement ("**Engagement Letter**") is annexed hereto and marked "**MH-1**".

7. The Defendant's engagement of the Plaintiff's services is subject to the terms and conditions listed in the Engagement Letter ("**Terms and Conditions**").

8. Clause 2 of the Terms and Conditions provides for the Defendant to pay to the Plaintiff a monthly fixed fee of S\$100,000 on the last day of each month, as follows:

“Fees. [The Defendant] shall pay [the Plaintiff] a fixed fee of S\$100,000 per month for the period of the Engagement, that is, from 1 February 2018 to 31 December 2018.”

9. Pursuant to the Terms and Conditions of the Engagement Letter, the Plaintiff provided the Defendant with the consulting and marketing services between 1 February 2018 and 31 December 2018.

10. Between February 2018 and November 2018, the Plaintiff issued a total of 10 invoices to the Defendant for the sum of S\$100,000 each for providing the Defendant with the consulting and marketing services. Copies of the Plaintiff's invoices to the Defendant for the period between February 2018 and November 2018 are annexed hereto and marked **“MH-2”**.

11. The Defendant made prompt payment of each invoice issued between February 2018 and November 2018 by making payment to the Plaintiff's bank account with ABC Bank on each occasion. Copies of the Plaintiff's bank statements from ABC Bank for the period between February 2018 and November 2018 showing the payments made by the Defendant during the same period are annexed hereto and marked **“MH-3”**.

12. The Defendant's payments to the Plaintiff's ABC Bank account were in accordance with the payment instructions on the invoices which provides that all payments should be made to the Plaintiff's bank account with ABC Bank.

13. On 31 December 2018, the Plaintiff issued another invoice number 000123 ("**Invoice**") to the Defendant for the sum of S\$100,000 for the services provided for the month of December 2018, which forms the subject matter of the present dispute. A copy of the Invoice dated 31 December 2018 is annexed hereto and marked "**MH-4**".

14. However, the Defendant did not make any payment towards the Invoice, or any part thereof.

15. Therefore, the Defendant continues to owe the Plaintiff the sum of S\$100,000 together with interest at the rate of 1.5% per month, commencing from 30 January 2019.

III. DONALD TRAN HAS NO AUTHORITY TO RECEIVE PAYMENT

16. I understand that the Defendant has alleged that its General Manager, Mr Joel Biden has already made payment of the sum of S\$100,000 to one Mr Donald Tran ("**Donald**") on 2 January 2019.

17. However, Donald had no authority to receive payment on behalf of the Plaintiff.

(A) Donald's employment was terminated on 31 December 2018

18. Donald was one of the consultants with the Plaintiff who was assigned to the Defendant.

19. Between February 2018 and November 2018, Donald would liaise directly with the Defendant on the services that the Defendant requires. Donald was also responsible for ensuring that the Plaintiff makes prompt payment at the end of each month.

20. While the Plaintiff generally encourages its consultants to liaise with its clients via email, it accepts that on occasion, it may be easier for the consultant to liaise directly with the client using their personal mobile number on the WhatsApp messaging platform. However, if the consultant chooses to liaise directly with the client on WhatsApp, they are required to update the Plaintiff's records with the client's mobile number.

21. Sometime in mid-December 2018, the Plaintiff received complaints from some of its clients under Donald's care, stating that Donald had not been very responsive and had even asked if he could borrow money from them.

22. After the Plaintiff conducted its own internal investigations into the complaints, the Plaintiff terminated Donald's employment on 31 December 2018 and reassigned all of its clients under Donald's care to its other consultants.

23. On 1 January 2019, the Plaintiff sent out an email to its clients under Donald's care, including the Defendant, of the termination of his employment and to introduce them to their reassigned consultant. A copy of the email that the Plaintiff sent to the Defendant dated 1 January 2019 is annexed hereto and marked "**MH-5**".

24. Therefore, from 31 December 2018, Donald had no authority to receive any payment on the Plaintiff's behalf.

(B) Previous payments were made via bank transfer

25. In any event, it is strange that the Defendant would choose to make payment in cash to Donald even though the practice has been for the Defendant to make direct payment to the Plaintiff's bank account with ABC Bank.

26. On the past 10 occasions, the Defendant would make payment to the Plaintiff in accordance with the payment instructions on the invoices that the Plaintiff would issue. After each payment was received, the Plaintiff would issue a receipt acknowledging payment within the day. Each of these receipts would bear the company stamp. A copy of a receipt that the Plaintiff had issued the Defendant in March 2018 is annexed hereto and marked "**MH-6**".

27. The Invoice issued on 31 December 2018 was no different from the previous 10 invoices that the Plaintiff had issued to the Defendant insofar as the payment instructions were concerned.

28. Yet, the Defendant chose to make payment in cash directly to Donald, which is highly unusual.

Sworn by Mike Harris)
on the 15th day of March 2020)
at Singapore)

Before me,

[signed]

A Commissioner for Oaths

This Affidavit is filed on behalf of the Plaintiff.

**THIS IS THE EXHIBIT MARKED "MH-1"
REFERRED TO IN THE AFFIDAVIT OF MIKE
HARRIS SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

ENGAGEMENT LETTER

...

2. **Fees.** WXY Pte Ltd shall pay XYZ Pte Ltd a fixed fee of S\$100,000 per month for the period of the Engagement, that is, from 1 February 2018 to 31 December 2018.
3. **Late Payment.** Where any payment is overdue for more than 30 days from the date of the invoice, XYZ Pte Ltd shall be entitled to claim interest on the overdue amount at the rate of 1.5% per month commencing 30 days after the date of the invoice, up to the date of full repayment.
4. **Costs.** XYZ Pte Ltd shall be entitled to claim from WXY Pte Ltd all costs including its legal costs in seeking to recover any overdue or outstanding amounts.

...

[signature]

By: WXY Pte Ltd
Date: 2 January 2018

[signature]

By: XYZ Pte Ltd
Date: 2 January 2018

**THIS IS THE EXHIBIT MARKED "MH-2"
REFERRED TO IN THE AFFIDAVIT OF MIKE
HARRIS SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

INVOICES
(FEBRUARY 2018 – NOVEMBER 2018)

...

Payment Instructions:

1. This invoice is payable upon receipt and payment shall be made for the full amount stated.
2. Payment should be made to the following bank account:

Name of bank: ABC Bank
SWIFT Code: XXXX
Bank Code: XXXX
Account no.: 123456789

3. Where any payment is overdue for more than 30 days from the date of the invoice, XYZ Pte Ltd shall be entitled to claim interest on the overdue amount at the rate of 1.5% per month commencing 30 days after the date of the invoice, up to the date of full repayment.

**THIS IS THE EXHIBIT MARKED "MH-3"
REFERRED TO IN THE AFFIDAVIT OF MIKE
HARRIS SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

BANK STATEMENTS

These are XYZ Pte Ltd's bank statements from ABC Bank for the period between February 2018 and November 2018 showing payments made by WXY Pte Ltd during the same period.

**THIS IS THE EXHIBIT MARKED "MH-4"
REFERRED TO IN THE AFFIDAVIT OF MIKE
HARRIS SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

INVOICE

Invoice no. 000123

Amount due: S\$100,000

...

Payment Instructions:

1. This invoice is payable upon receipt and payment shall be made for the full amount stated.
2. Payment should be made to the following bank account:

Name of bank: ABC Bank
SWIFT Code: XXXX
Bank Code: XXXX
Account no.: 123456789

3. Where any payment is overdue for more than 30 days from the date of the invoice, XYZ Pte Ltd shall be entitled to claim interest on the overdue amount at the rate of 1.5% per month commencing 30 days after the date of the invoice, up to the date of full repayment.

**THIS IS THE EXHIBIT MARKED "MH-5"
REFERRED TO IN THE AFFIDAVIT OF MIKE
HARRIS SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

Date: 1 January 2019, 12.34am
From: General@xyz.com.sg
To: Joey.Biden@wxyz.com.sg
Cc: Kamala.Ho@xyz.com.sg

Dear Joel

Thank you for your business and support over the past year.

We write to inform you that your consultant, Donald Tran, has left XYZ Pte Ltd on 31 December 2018.

Your new consultant is now Kamala Ho who has been copied in this email and will be getting in touch with you in the next few days.

We value your partnership with us and rest assured, there will be no changes to the services that we will continue to provide to you.

Kind regards
The team from XYZ Pte Ltd

**THIS IS THE EXHIBIT MARKED "MH-6"
REFERRED TO IN THE AFFIDAVIT OF MIKE
HARRIS SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

RECEIPT ON XYZ PTE LTD'S LETTERHEAD

Date: 31 March 2018
Invoice No.: 000987
Amount received: S\$100,000

...

[XYZ Pte Ltd Company Stamp]

**DREW & NAPIER LLC
ADVOCACY CUP 2021 – PRELIMINARY ROUNDS**

Between

XYZ PTE LTD
(Singapore UEN No. 123456789X)

... Plaintiff

And

WXY PTE LTD
(Singapore UEN No. 987654321A)

... Defendant

AFFIDAVIT OF EVIDENCE-IN-CHIEF

I, **JOEL BIDEN** (NRIC No. S6543210B), care of 98 Luxury Avenue Singapore 765432 do solemnly and sincerely make oath and say as follows:

1. I am the General Manager of the Defendant, WXY Pte Ltd and I am duly authorised by the Defendant to make this affidavit on its behalf.
2. Save where otherwise stated, the facts and matters deposed to herein are within my personal knowledge and are true. Where the matters deposed to herein are not within my personal knowledge, they are derived from the files and documents in the Defendant's possession, custody and power, and are true to the best of my information and belief.

I. INTRODUCTION

3. The Plaintiff is a company incorporated in Singapore and is in the business of providing consultancy and advisory services.

4. The Defendant is a company incorporated in Singapore and is in the business of selling luxury bags and clothes.

5. I am the General Manager of the Defendant and have been with the Defendant for at least 5 years.

II. ENGAGEMENT OF THE PLAINTIFF'S SERVICES

6. The Defendant has been in the retail business of selling luxury bags and clothes for more than 10 years.

7. Sometime around end 2017, the Defendant decided to enter the online retail market seeing as online shopping had been gaining popularity.

8. After much deliberation, on 2 January 2018, the Defendant engaged the Plaintiff to provide marketing and consultancy services so that it can gain wider online exposure. The engagement was for the period between 1 February 2018 and 31 December 2018 ("**Engagement**").

9. As part of the Engagement, the Plaintiff assigned Donald Tran ("**Donald**") to the Defendant as the main consultant.

10. During the period of the Engagement, I would deal directly with Donald regarding all matters relating to the Engagement, including billing matters. Our primary mode of communication was via WhatsApp as I was often working on the go and WhatsApp was the most convenient form of communication for me.

11. I have had no issues with Donald and had a good working relationship with him.

12. Each time the Plaintiff's invoice was due, Donald would drop me a friendly WhatsApp message to remind me to make payment.

13. The Defendant made prompt payment every month.

III. PAYMENT OF INVOICE NO. 000123

14. Like the previous 10 invoices that the Plaintiff had issued between February 2018 and November 2018, the Defendant had also promptly paid the Plaintiff for its services in December 2018.

15. On 31 December 2018, the Defendant received the Plaintiff's invoice number 000123 dated 31 December 2018 for the sum of S\$100,000 ("**Invoice**").

16. Like on the previous 10 occasions, the Donald sent me a WhatsApp message to remind me to make prompt payment on 31 December 2018. A screenshot of Donald's WhatsApp message to me on 31 December 2018 is annexed hereto and marked "**JB-1**".

17. However, on 1 January 2019, I received another WhatsApp message from Donald informing me that the Defendant should make payment of the Invoice in cash as the Plaintiff's bank account with ABC Bank is no longer active and the Plaintiff was in the midst of shifting its finances to White Cottage Bank. Donald also asked that I meet him outside White Cottage Bank along 20 Capitol Avenue Singapore 00020 to pass him the cash on 2 January 2019 as the Defendant's office would still be closed for the festive period.

18. As this was unusual, I sent Donald a WhatsApp message to ask if there would be any problems with making payment of the Invoice after the Plaintiff's bank account with White Cottage Bank was resolved. Further, I informed Donald via WhatsApp that it was not easy for me to obtain S\$100,000 in cash especially during the festive period.

19. Donald replied my messages to inform me that the Plaintiff could not accept late payment as it needed liquidity to pay its employees while the finances with ABC Bank were being sorted out. Donald also reassured me that a receipt would be issued upon the Plaintiff receiving full payment towards the Invoice. A screenshot of my WhatsApp correspondences with Donald is annexed hereto and marked "**JB-2**".

20. As I had been working with Donald for a number of months without any issue and Donald had given me the assurance that a receipt would be issued upon payment, I decided to accede to the Defendant's request to make payment in cash.

21. On 2 January 2019, I met with Donald outside White Cottage Bank and paid the him the sum of S\$100,000 towards the Invoice.

22. After Donald counted the money, Donald issued me a receipt acknowledging payment. A copy of the receipt dated 2 January 2019 is annexed hereto and marked "**JB-3**".

23. Therefore, I verily believe that the Defendant is not indebted to the Plaintiff.

IV. THE DEFENDANT WAS NOT INFORMED OF DONALD'S TERMINATION

24. I understand that the Plaintiff claims that it had already terminated Donald's employment on 31 December 2018 and would therefore not have any authority to accept any payment on behalf of the Plaintiff following 31 December 2018. The Plaintiff also claims to have informed the Defendant via email of the termination of Donald's employment.

25. However, I have not received any email as the Plaintiff describes.

26. I am the main contact for the purposes of the Engagement and my email address is Joel.Biden@wxy.com.sg.

27. The Plaintiff is aware of my email address and we had previously corresponded via email at the email address mentioned at paragraph 26 above. A copy of an email correspondence between the Plaintiff and I at Joel.Biden@wxy.com.sg is annexed hereto and marked “**JB-4**”.

28. I have checked my email inbox and spam folders, but have not received any email from the Plaintiff on 31 December 2018 informing me of the termination of Donald’s employment.

29. In any event, given the festive period, I would not have checked my email inbox.

Sworn by Joel Biden)
on the 15th day of March 2020)
at Singapore)

Before me,

[signed]

A Commissioner for Oaths

This Affidavit is filed on behalf of the Defendant.

**THIS IS THE EXHIBIT MARKED "JB-1"
REFERRED TO IN THE AFFIDAVIT OF JOEL
BIDEN SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

WHATSAPP MESSAGE

[31/12/2018, 10.35am]

Donald Tran (XYZ): Hey bro, you should have received our invoice for the month of December. As usual, please make prompt payment and let me know once payment is made so I can check with our accounts! 😊

**THIS IS THE EXHIBIT MARKED "JB-2"
REFERRED TO IN THE AFFIDAVIT OF JOEL
BIDEN SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

WHATSAPP MESSAGES

[1/1/2019, 10.15am]

Donald Tran (XYZ): Hey bro, was just told by accounts that they have closed the account at ABC Bank and they are now moving to White Cottage Bank. Management has asked if you can make payment of the December invoice in cash.

[1/1/2019, 10.20am]

Donald Tran (XYZ): If you can get the cash, meet me outside White Cottage Bank along 20 Capitol Avenue Singapore 00020 near the lamppost and I will help you settle.

[1/1/2019, 10.30am]

Joel Biden: Hey Don, since y'all are settling your bank account now, how about I make payment of the December invoice after the bank issues are settled?

[1/1/2019, 10.31am]

Joel Biden: Difficult for me to get S\$100,000 in cash at such short notice especially now is New Year period. You know me, we always pay on time one.

[1/1/2019, 10.35am]

Donald Tran (XYZ): Boss say cannot leh. He say we also need to pay our staff. With the ABC Bank issue still being sorted out, he ask if you can help a bit so that we can pay our staff on time.

[1/1/2019, 10.43am]

Donald Tran (XYZ): Don't worry la bro, work with you so long already, won't cheat you one la. Will issue receipt upon payment.

**THIS IS THE EXHIBIT MARKED "JB-3"
REFERRED TO IN THE AFFIDAVIT OF JOEL
BIDEN SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

RECEIPT ON XYZ PTE LTD'S LETTERHEAD

Date: 2 January 2019
Invoice No.: 000987
Amount received: S\$100,000

...

**THIS IS THE EXHIBIT MARKED "JB-4"
REFERRED TO IN THE AFFIDAVIT OF JOEL
BIDEN SWORN THIS 15TH DAY OF MARCH
2020.**

BEFORE ME

[signed]

A COMMISSIONER FOR OATHS

Date: 15 November 2018, 2.36pm
From: Donald.Tran@xyz.com.sg
To: Joel.Biden@wxy.com.sg
Cc: Kamala.Ho@xyz.com.sg; General@xyz.com.sg

Dear Jo

As you are aware, our engagement will end by the end of this year.

Management has asked me to check if WXY will be interested to renew the engagement for another year. If WXY is prepared to renew by the end of this month, we will extend a loyalty discount of 10% off the total price to WXY.

Let me know soon!

Kind regards
Don