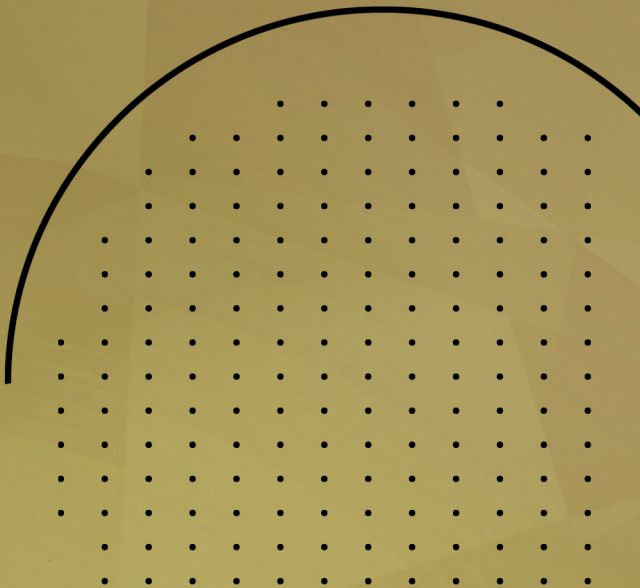


TOWER CLUB SINGAPORE

RULES & BYE-LAWS



TOWER CLUB RULES AND BYE-LAWS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In the interpretation of these Rules and the Bye-Laws the following terms shall, unless the context otherwise requires, have the following meanings:

“Admissions Committee” means the committee established by the Proprietor for the purpose of reviewing applications and nominations and, where suitable, recommending and approving such applications and nominations for membership;

“Associate and Affiliate Clubs” means any other club or clubs, with which the Club has made arrangements from time to time to enable Members to have temporary access to and enjoy the facilities provided by such club or clubs subject to the prevailing rules, regulations and/or bye-laws of the said club or clubs;

“Board of Governors” means the Board of Governors of the Club formed pursuant to Rule 18;

“Bye-Laws” means the bye-laws prescribed from time to time by the Proprietor pursuant to these Rules relating to inter alia the regulation of the internal affairs of the Club and the conduct of the Members, Corporate Designees, their Spouses, Dependents and Guests, and the use of the facilities and services of the Club;

“Club” means the Tower Club operating at the Club premises;

“Club Premises” means No. 9 Raffles Place, Penthouse (62nd to 64th floors), Republic Plaza Tower 1, Singapore 048619 and such other premises as may be owned, leased or acquired by the Club for the use by and benefit of the Members from time to time;

“Club Staff” means the management and the staff appointed by the Proprietor from time to time to manage and operate the Club and its facilities for and on behalf of the Proprietor.

“Corporate Designee” means an original or substituted nominee, being an officer or employee (employed other than on a temporary basis), of a Corporate Member.

“Dependents” means unmarried children of a Member or Corporate Designee as the case may be, who are under twenty-one (21) years of age, living with that Member or Corporate Designee and without a separate source of income;

“Guest” means any friend or associate of a Member or Corporate Designee as the case may be, who has attained the age of 18 years and who is introduced to the Club by that Member or Corporate Designee;

“Guest Pass” means a pass issued at the request of a Member or Corporate Designee under Rule 5.2;

“Member” is defined in Rule 4 and includes the Honorary, Individual, Corporate and any person holding a Term Individual Membership or Term Corporate Membership and shall include Absent Members of the Club;

“Member’s Category of Membership” means the terms and restrictions for the admission of Members and the usage of the Club’s facilities and services as prescribed by the Proprietor for each category of Members, which may be revised from time to time at the sole discretion of the Proprietor;

“Proprietor” means the Republic Plaza City Club (Singapore) Pte Ltd and shall include its successors in title and assigns;

“Register of Members” shall have the meaning ascribed to it in Rule 13.2;

“Rules” means these Rules as amended by the Proprietor from time to time;

“Spouse” means the husband or wife of a Member or Corporate Designee or a long-term partner living with that Member or Corporate Designee, as the case may be;

“Term Corporate Member” means a Corporate Member whose membership is limited to a fixed term; and

“Term Individual Member” means an Individual Member whose membership is limited to a fixed term.

- 1.2 Words importing the singular include the plural and vice versa and words importing a gender include every gender and references to persons include bodies corporate or unincorporate.
- 1.3 The headings to these Rules and the Bye-Laws are for ease of reference only and have no legal effect.

2. NAME, NATURE AND PLACE OF BUSINESS

- 2.1 The name of the Club is “Tower Club”.
- 2.2 The Club is a proprietary club, the Proprietor being the sole proprietor of the Club.
- 2.3 The place of business of the Club shall be at the Club Premises.
- 2.4 The Proprietor is responsible for providing the Club with the Club Premises and all the necessary facilities and services for carrying on the Club in accordance with its objects and these Rules and the Bye-Laws and will be solely responsible for all expenses connected therewith. All the assets, property and facilities provided at the Club and/or located at the Club Premises shall be deemed to be owned by the Proprietor. Use of the Club’s facilities will be subject to these Rules and the Bye-Laws.

3. OBJECTS

- 3.1 The objects of the Club are to provide such forms of social and recreational facilities and services to its Members and their Corporate Designees as the Proprietor may from time to time decide at its sole discretion including without any limitation, the provision of dining rooms, conference and meeting rooms, lounges, fitness centre and other facilities and services for the Members and their Corporate Designees to meet one another and to entertain their Guests.

4. MEMBERSHIP

- 4.1 In consideration of the Member agreeing to pay, in accordance with these Rules and the Bye-Laws, the entrance fee, the monthly dues and any other sum payable hereunder, and to be subject to these Rules and the Bye-Laws, the Proprietor may, at its sole discretion, grant to the Member a membership of the Club. The Club shall consist of such number of Members as the Proprietor may in its absolute discretion decide from time to time. Membership of the Club shall consist of any or all of the following categories of membership, namely:
 - 4.1.1 Individual Membership including Term Individual Membership;
 - 4.1.2 Corporate Membership including Term Corporate Membership;
 - 4.1.3 Honorary Membership.

The Proprietor reserves the right from time to time and in its sole discretion to:

- i. create, alter, suspend or discontinue any category of membership on such terms and conditions as the Proprietor may determine;
- ii. prescribe and/or revise the entrance fee, monthly dues and other fees payable by any category of membership; and/or
- iii. subject any category or membership to any restrictions or conditions as may be imposed by the Proprietor from time to time.

4.2 Any Member and Corporate Designee may upon prior written notice to the Proprietor, avail his Spouse of the right to use the facilities and enjoy the services provided by the Club as prescribed by the Member's category of membership. The privilege for the Spouse to use the facilities and enjoy the services provided by the Club may be extended to the Spouse at the Proprietor's discretion and shall be subject to these Rules and the Bye-Laws.

4.3 Prior written approval from the Proprietor is required if a Member's or in the case of a Corporate Member, the Corporate Designee's, Dependents wish to use the facilities and enjoy the services of the Club. The privilege for the Dependents to use the facilities and enjoy the services provided by the Club as prescribed by the Member's category membership may be extended to the Dependents at the Proprietor's discretion and shall be subject to these Rules and the Bye-Laws.

4.4 Individual Members

4.4.1 An individual applicant of at least twenty-one (21) years of age may become an Individual Member if his application is approved and accepted by the Proprietor and/or the Admissions Committee and he has made payment of all entrance fees and other fees as may be prescribed by the Proprietor from time to time.

4.4.2 An Individual Member shall be liable to the Club for all indebtedness, which may be incurred by the Member, the Member's Spouse, Dependents, Guests and/or invitees of the Member at the Club without prejudice to any remedies that the Proprietor may have against the Member's Spouse, Dependents, Guests and/or invitees.

4.5 Corporate Members

4.5.1 Any partnership, firm, unincorporated association or body corporate is eligible for election and admission to membership of the Club in its

partnership, firm, unincorporated association or body corporate name as a Corporate Member.

- 4.5.2 Each Corporate Member upon the payment of all entrance fees and other fees prescribed by the Proprietor from time to time, has the right to nominate at any time such number of Corporate Designee to use the facilities and enjoy the services of the Club as prescribed by the Member's category of membership and shall be subject to these Rules and the Bye-Laws.
- 4.5.3 Each Corporate Member shall, upon payment of all entrance fees and other fees as prescribed by the Proprietor from time to time, be entitled to apply for one or more "Corporate Additional" memberships, each of which shall entitle the relevant Corporate Member to nominate at any time an additional Corporate Designee, over and above its original entitlement.
- 4.5.4 All Corporate Designees must be approved and accepted by the Proprietor and/or the Admissions Committee before such Corporate Designees will be entitled to use the facilities and enjoy the services of the Club as prescribed by the Member's category of membership subject to these Rules and the Bye-Laws.
- 4.5.5 A Corporate Member shall be liable for the payment of all entrance fees, monthly dues, redesignation fees and all other fees prescribed by the Proprietor from time to time, all liabilities and monies due on the accounts of its Corporate Designees and shall fully indemnify the Proprietor against all claims, proceedings or actions made by its nominees and/or Corporate Designees, their Spouses, Dependents, Guests and/or invitees against the Proprietor in respect of any matter whatsoever.
- 4.5.6 Corporate Members shall be liable to the Club for all indebtedness which may be incurred by their Corporate Designees, the Spouses, Dependents, Guests and/or invitees of the Corporate Designees at the Club without prejudice to any remedies that the Proprietor may have against such Corporate Designees, the Spouse, Dependent, Guest and/or invitee of such Corporate Designees.
- 4.5.7 In the event of any dispute over the ownership of Corporate Membership, the Proprietor shall in its sole discretion recognize either the party named as the owner of the Membership in the Register of Members or the party who paid for the Membership as the owner of such Corporate Membership.

4.6 Honorary Members

4.6.1 The Proprietor may invite any person who has contributed to Singapore as a nation or the Club to be an Honorary Member upon such terms and conditions and for such periods as the Proprietor may in its sole discretion determine.

4.6.2 An Honorary Member shall have all the rights and privileges of an Individual Member and shall be subject to the same obligations as are applicable to an Individual Member save for the obligation to pay entrance fees, monthly dues and/or such other fees at the Proprietor's sole discretion.

4.7 Absent Members

4.7.1 (i) Any Individual Member (other than a Term Individual Member) who is ordinarily resident in Singapore, Johor Bahru, Bintan or Batam (collectively "Local Residences") and who leaves the Local Residences for a continuous period of more than six (6) months may, by giving thirty (30) days prior written notice to the Proprietor, apply to the Proprietor for absentee status during such period. If the Proprietor accepts such application, an absent status dues in such amount as the Proprietor may prescribe from time to time shall be paid for each calendar year or relevant portion of a calendar year during which the Member remains on absentee status.

(ii) Absent Members must return all membership cards (including those issued to the Absent Members' Spouses), other membership documents that are used to identify the Member and the Absent Members' Spouses issued to such Absent Members and Absent Members' Spouses and all Guest Passes (if any) and remove all belongings held in the Club lockers or storage facilities or on the Club premises. During the period of absence, the Absent Member

(a) will only be liable for a percentage of the prevailing monthly dues ("Reduced Monthly Dues") payable in advance in blocks of six (6) months;

(b) will not have the right to use the facilities or enjoy the services of the Club or enjoy Associate and Affiliate Clubs' privileges except as prescribed in Rule 4.7.1. (iii).

(iii) In the event an Absent Member returns to Singapore for not more than four visits annually (and each such visit does not exceed fourteen (14) days in duration), such Absent Member may use the facilities and services provided by the Club during such visits upon such terms and

conditions as may be prescribed by the Proprietor. All charges incurred during such visits shall be settled immediately by the Member.

(iv) An Absent Member who wishes to reactivate his membership before the expiry of the minimum initial six (6) month period of absence (“First Absent Period”), will be required to pay all unpaid dues from the beginning of the inactive period as a condition of reactivation of all membership privileges. An Absent Member who wishes to reactivate his membership after the First Absent Period but before the expiry of any subsequent six (6) month-period of absence will be charged the full monthly dues from the date his membership is reactivated and any unutilised portion of the Reduced Monthly Dues paid shall not be refunded or credited to the Member.

4.7.2 The Spouse and/or Dependents of an Absent Member shall not be entitled to use the facilities and enjoy the services of the Club during the period of the Absent Member’s absence unless otherwise approved in writing by the Proprietor and on terms set by the Proprietor.

4.7.3 In the event an Absent Member is in arrears of his absent status dues, his membership shall automatically cease despite the appropriation of his payment of the entrance fees and other monthly dues.

4.7.4 Any Absent Member struck off from the Register of Members of the Club may in the absolute discretion of the Proprietor be reinstated on payment of all arrears of monthly dues and any other fees that may be prescribed by the Proprietor from time to time.

4.8 Membership Cards

4.8.1 The Club may issue Membership cards or other Membership documents from time to time by which Members and Corporate Designees and Spouses may be identified (“Membership Cards”).

4.8.2 Current valid Membership Cards are required for admission to the Club and for use of the Club facilities. Membership Cards must be produced at any time when requested by Club Staff and for the use of any facility on the Club’s premises, or for security reasons. Members, Corporate Designees and Spouses who are unable to produce their Membership Cards may be refused entry into the Club and the use of any facilities or services in the Club.

4.8.3 Membership Cards are non-transferable.

4.8.4 Membership Cards are the property of the Club and shall be surrendered to the Proprietor when:

- (a) an Individual Member and/or Corporate Member withdraws his/its membership, or his/its Membership is otherwise terminated or expires;
- (b) when a Corporate Designee resigns or ceases to be employed by the Corporate Member; or
- (c) an Individual Member's Membership is temporarily suspended or terminated when he is an Absent Member as provided under these Rules and the Bye-laws.

4.8.5 A fee of \$50 or such amount as may from time to time be prescribed by the Proprietor will be imposed on the Member for the replacement of a Membership Card.

5. GUESTS

5.1 Subject to Rule 5.2, Guests must be accompanied by the host Member or Corporate Designee or Spouse at all times whilst in the Club premises. Guests are not permitted to utilize the Club's Fitness Centre facilities.

5.2 Subject to Rule 5.3, a Member or Corporate Designee who will be out of town may upon written request to the Proprietor request for Guest Passes to be issued to their Guests for use of the Club's services and facilities without the Member's or Corporate Designee's or the Spouse's accompaniment. Each Guest Pass shall be valid for one (1) day or such period as may be prescribed by the Proprietor from time to time. Each Member or Corporate Designee is entitled to five (5) Guest Passes per calendar year at no charge. The Proprietor reserves the right to revise the number of Guest Passes for each category of membership and impose such fees as it deems fit for the issuance of Guest Passes from time to time.

5.3 The granting of Guest Passes to these Guests shall be at the Proprietor's sole discretion. The Proprietor shall be entitled in its absolute discretion to reject any such application without having to assign any reason therefor.

5.4 It is the duty of the Member and Corporate Designee to acquaint their Guests with these Rules and the Bye-Laws and as to the restrictions in respect of the use of the Club's facilities by Guests. A Member shall be fully responsible for all acts, damage to Club property, costs, expenses, debts and liabilities, incurred or owing to the Proprietor or suffered by such Guests or on their behalf and shall indemnify the Proprietor against any claims, proceedings or actions (including legal costs on a full indemnity basis) made by such Guests against the Proprietor in respect of any matter whatsoever without prejudice to any remedies that the Proprietor may have against such Guests.

- 5.5 The Proprietor may, in its absolute discretion from time to time, withdraw the privileges of the Club from any Guest without assigning any reason therefor.
- 5.6 No person who has been expelled from the Club or who has been excluded from admission or from whom the privileges of the Club have been withdrawn or are under suspension may be introduced as a Guest into the Club.
- 5.7 Domestic helpers, caregivers and drivers of Members and Corporate Designees are allowed in the Club as Guests.

6. DEPENDENTS

- 6.1 From Mondays to Saturdays, Dependents aged 12 years and above, may only dine in the private rooms during lunch whilst accompanied by a Member or Corporate Designee or his/her Spouse. In the evenings (Mondays to Saturdays), Dependents aged 6 years and above and accompanied by a Member or Corporate Designee or his/her Spouse, are welcome to dine in the Atlantic Dining, Ba Xian Dining and any of the private dining rooms.
- 6.2 Members, Corporate Designees and their Spouses are to ensure the good behavior of the Dependents. Members, Corporate Designees and their Spouses shall not permit the Dependents who are below 18 years of age to consume any intoxicating liquor whilst in the Club premises and shall ensure that such Dependents do not consume or attempt to consume or buy or attempt to buy, any intoxicating liquor whilst in the Club premises.

7. DRESS CODE AND CONDUCT

- 7.1 Members, Corporate Designees, their Spouse, Dependents and Guests are to be dressed appropriately at all times and are to treat fellow Members, Corporate Designees, their Spouse, Dependents, Guests and the Club Staff with respect and courtesy at all times.
- 7.2 For Mondays to Thursdays, the Club's dress code is business attire (ties are not mandatory).
- 7.3 For Fridays and Saturdays, the dress code for Ba Xian Dining and the Straits Bar is smart casual. The dress code for the Atlantic Dining is business attire.
- 7.4 Members, Corporate Designees, their Spouses, Dependents and Guests who are, as determined by the Proprietor in its sole discretion, dressed in a manner not befitting the image of the Club and/or sporting the following attire will not be

allowed entry into the Club premises or will be asked to leave the Club premises:

- 7.4.1 Sleeveless tops or collarless tee-shirts;
- 7.4.2 Ripped jeans, denim dresses, denim trousers;
- 7.4.3 Shorts;
- 7.4.4 Baseball caps;
- 7.4.5 Sneakers, slippers and/or sandals

7.5 Athletic gear is restricted to within the confines of the Fitness Centre on the 64th floor of the Club premises.

8. ENTRANCE FEES AND OTHER PAYMENTS

8.1 Unless otherwise expressly excluded herein, all fees, costs, expenses, deposits, monthly dues or other fees payable by various categories of Members and the manner of payment of such, shall be determined by the Proprietor from time to time.

8.2 The first monthly dues for each Member shall be prorated, based on the date of admission if it does not fall on the first day of a calendar month and thereafter, the monthly dues shall be payable in advance by the Member on the first day of each calendar month.

8.3 The Proprietor shall have the right to require any Member to deposit with the Proprietor such sum as the Proprietor shall from time to time determine as a deposit which can be utilized by the Proprietor for the repayment of any debts, liabilities or monies owing to the Proprietor by the Member.

8.4 Where any goods and services provided by the Club or the Proprietor within the Club premises fall within the ambit of the Good and Services Tax Act (Cap 117A), the Member shall pay the applicable goods and services tax. In addition, the Member shall be liable for any other taxes as may from time to time be levied by the relevant taxing authority in Singapore and which the Proprietor thereof is responsible for collecting.

8.5 A Corporate Member shall be liable for the settlement of any fees, costs, expenses, deposits, monthly dues or other fees payable by such Corporate Member or its Corporate Designee(s) levied in accordance with these Rules and the Bye-Laws. The liability created by this Rule 8.5 shall apply notwithstanding that any Corporate Designee nominated by it has not been approved by the Proprietor or the Admissions Committee.

- 8.6 All monthly dues and charges payable by a Member shall be independent and separate payments which may not be offset against the deposit, entrance fee or other fees or charges payable under these Rules and the Bye-Laws by such Member upon admission as a Member of the Club.
- 8.7 The Proprietor may, at its discretion, display the name of any Member who has failed to pay any of such fees, costs, expenses, deposits, monthly dues or other fees, due under these Rules and the Bye-Laws on the Club's notice board or anywhere within the Club premises as the Proprietor shall deem appropriate.

9. ADMISSION TO MEMBERSHIP AND NOMINATION OF CORPORATE DESIGNEES

- 9.1 The Proprietor and/or the Admissions Committee shall review all applications for membership, as well as nominations of individuals, as Corporate Designees, made by a Corporate Member. The Proprietor and/or the Admissions Committee may at its discretion withhold approval (without giving any reason therefor) of any application for membership or any nomination of individual(s) as Corporate Designees. In the event that the Proprietor or the Admissions Committee withholds approval of a nomination of a Corporate Designee submitted by a Corporate Member, such Corporate Member shall be entitled to make further nomination(s) to the Proprietor and/or the Admissions Committee for their approval.
- 9.2 Admission to membership (other than as an Honorary Member) and approval of nomination of Corporate Designee shall be approved by the Proprietor and/or the Admissions Committee based on a properly completed application form. An application or nomination shall be approved by the Proprietor and/or on a recommendation of a majority of the members of the Admissions Committee.
- 9.3 The identity of the members of the Admissions Committee and proceedings of the Admissions Committee and proceedings of the Admissions Committee shall be confidential and its' and/or the Proprietor's decision in respect of any application for admission as a Member or Corporate Designee shall be final and conclusive.

10. MEMBERSHIP APPLICATIONS

- 10.1 All applications for membership (other than as an Honorary Member) shall be made on a form supplied by the Club and shall be subject to such terms and conditions as prescribed by the Proprietor and/or the Admissions Committee from time to time.

- 10.2 Each application shall include such information as shall be required on the face of the application form and any other information which the Proprietor and/or the Admissions Committee may require having regard to all relevant circumstances. All information supplied by an applicant in connection with an application to be admitted as a Member shall (save as required by law or any regulatory authority) be kept confidential.
- 10.3 Every application shall be accompanied by a cheque covering the entrance fees and any other fees as may be determined by the Proprietor to be payable by an applicant from time to time. The Proprietor may in its absolute discretion allow payment of entrance fees and all other fees by installments and on such other terms and conditions as the Proprietor may from time to time determine.
- 10.4 In the event any application for membership is rejected, the applicant will be notified as soon as possible and the entrance fees and any other monies paid shall be refunded to the applicant without interest by cheque sent by post to the applicant's address as listed on the application form at the applicant's own risk. An unsuccessful applicant may not lodge another application within one (1) calendar year from the date of that applicant's last unsuccessful application.

11. ACCEPTANCE OF MEMBERSHIP

- 11.1 Every applicant for membership who has been accepted for membership and/or receives a Membership Acceptance Certificate issued by the Proprietor and/or the Admissions Committee shall make payment of such amount as the Proprietor may from time to time specify to be applicable to that new Member's category of membership.
- 11.2 Any applicant who has been accepted for membership and has paid the applicable entrance fee, monthly dues or other fees payable in respect of such membership shall become a Member of the Club with effect from such date as the Proprietor shall specify and be entitled to all the benefits and privileges of membership and shall be deemed to have agreed to be bound by these Rules and the Bye-Laws. The Member's category of membership shall be read together with these Rules and Bye-Laws. In the event of any inconsistency between the Member's category of membership and the relevant part of these Rules and Bye-Laws, these Rules and Bye-Laws shall prevail unless otherwise stated.

12. TRANSFER OF MEMBERSHIP

- 12.1 All fully-paid memberships other than Term Individual Memberships or Term Corporate Memberships are transferable commencing from the first anniversary

of the opening of the Club. Provided always that no Membership may be transferred for a sum which is below the then current membership entrance and other fees prescribed by the Proprietor for such fully-paid membership.

- 12.2 Any Member intending to transfer his membership or change the identity of the Corporate Designee shall give thirty (30) days' prior notice in writing to the Proprietor and the Admissions Committee of his intention to do so. Transfers of membership and nomination are subject to the prior written approval of the Proprietor and/or the Admissions Committee and payment of the appropriate transfer fees prescribed by the Proprietor in effect at the time of transfer or change of identity of the Corporate Designee.
- 12.3 A transferee Member or Corporate Designee shall not have any greater rights than that possessed by the transferor Member or Corporate Designee.
- 12.4 The rights and privileges of a Member shall be personal to that Member and they shall not be transferable by operation of law.
- 12.5 In the case of Corporate Membership, a Corporate Member is entitled to re-nominate a new Corporate Designee upon the death, retirement, transfer or resignation of an existing Corporate Designee. In these circumstances, the Corporate Member shall be obliged to serve immediate notice on the Proprietor of such re-nomination and upon acceptance of the new nominee by the Proprietor and/or the Admissions Committee, pay the applicable re-nomination transfer fee, if any.
- 12.6 Memberships cannot be transferred until all outstanding charges due to the Club have been settled in full.

12A DEATH OF INDIVIDUAL MEMBER

- 12A.1 Notwithstanding Rule 17.3(a), on the death of an Individual Member (other than Term Individual Member and Honorary Member), the membership of such deceased Member may be transmitted subject to the following conditions:
 - 12A.1.1 a copy of the certificate of death shall be furnished to the Club within three (3) months from the date thereof;
 - 12A.1.2 subject to Article 12A.1.3, the executor or administrator (as the case may be) of the deceased Member's estate shall:
 - (a) nominate in writing a transferee of the membership ("Nominated Member") within twelve (12) months from the date of certificate of death; and

- (b) produce the grant of probate or letters of administration together with such nomination;
- 12A.1.3 the Nominated Member shall be:
 - (a) either the Spouse or any of the children of the deceased Member; and
 - (b) at least twenty-one (21) years old;provided that the Nominated Member must be approved and accepted by the Proprietor and/or the Admissions Committee;
- 12A.1.4 if such Nominated Member is a child of the deceased Member, the transmission of membership shall be subject to payment of a transmission fee of such amount as may from time to time be prescribed by the Proprietor;
- 12A.1.5 the estate of the deceased Member shall indemnify the Proprietor and the Board of Governors in full against all claims, actions, demands, judgements, fines, fees, liabilities, losses, damages, costs (including legal costs on a full indemnity basis) and expenses to be the fullest extent permissible by law which the Proprietor and/or any member of the Board of Governors may suffer or incur as a result of or in connection with any matter arising from this Rule 12A and pay in full to the Proprietor or such member of the Board of Governors as the case may be, such sums forthwith on demand; and
- 12A.1.6 all sums due and payable to the Proprietor up to the date of transmission of the membership (including any monthly dues) shall be paid before the transmission.

13. RIGHTS AND LIABILITIES OF MEMBERS

- 13.1 Every Member and Corporate Designee shall be entitled to use and enjoy in common with other Members and Corporate Designees of the Club, the Club premises and other facilities and services provided by the Proprietor as prescribed by the Member's category of membership and subject to these Rules and the By-Laws.
- 13.2 A list of the names and addresses of all the Members and Corporate Designees, their Spouse and Dependents shall be set out in a register of members ("Register of Members") to be kept on the Club premises. The name of a Member whose membership is terminated will be forthwith removed from the Register of Members.

- 13.3 Without prejudice to the generality of the foregoing, if at any time it appears to the Proprietor that any facility of the Club including the whole or any part of the Club premises is congested, requires repair or maintenance or is required for the use of the Proprietor for any purpose that the Proprietor may decide, the Proprietor may at its sole discretion impose conditions on, restrict, suspend or otherwise limit the rights and privileges of any Member in respect of any one or more of such facilities.
- 13.4 The membership of any Member does not confer upon such Member or their Corporate Designees any ownership, interest, right, benefit or title to or in any of the property or assets of the Club which shall at all times remain legally and beneficially owned by the Proprietor. No Member or their Corporate Designees, by virtue of his membership, shall have the right to participate in the management of the Club except to the extent expressly provided in these Rules and the Bye-Laws.
- 13.5 Nothing in these Rules and the Bye-Laws constitute or result in any relationship between the Members inter se. Each member shall only have a contractual relationship with the Proprietor. There shall be no meeting held amongst the Members in respect of the Club or the management of the Club.
- 13.6 The Proprietor may from time to time, subject to such terms and conditions as it may deem appropriate to specify, make available to the Members and Corporate Designees access to the Associate and Affiliate Clubs unless such access is restricted in the Member's category of membership. The Associate and Affiliate Clubs are defined and described in the Associate Clubs Roster, a copy of which is available for inspection at the Club's office at the Club premises upon request by any Member or Corporate Designee.
- 13.7 Save for persons whose names are actually entered in the Club's Register of Members as a Member, Corporate Designee, Spouse or Dependents, the Club shall not recognize the rights of any party claiming under or through any such Member, Corporate Designee, Spouse or Dependent any rights or privileges which are otherwise available to a Member, Corporate Designee or Spouse or Dependent.

14. PROHIBITION

- 14.1 Other than the smoking of cigars at the designated Cigar Divan between 2pm to 10pm (daily), smoking is strictly prohibited at the Club premises.
- 14.2 The use of mobile phones and/or electrical/electronic beeping devices are prohibited in the Club, except in the lobby areas of levels 62, 63 and 64. Members,

Corporate Designees, Spouses, Dependents and Guests are kindly requested to set their mobile phones and/or electrical/electronic beeping devices on silent mode when entering the dining areas in the Club premises.

- 14.3 No lists, brochures, flyers, advertisements and/or related material are to be posted, deposited and/or distributed at the Club premises without the prior written consent of the Proprietor.
- 14.4 Representatives of the media (press/TV) or social media are not allowed on the Club premises without the prior written consent of the Proprietor.
- 14.5 Outside food and beverage are not permitted in the Club premises save that only wines may be brought into the dining areas in the Club premises for consumption, subject to a corkage fee which shall be at such rate as prescribed by the Proprietor from time to time.
- 14.6 Members, Corporate Designees, their Spouses, Dependents and/or Guests shall conduct themselves with decorum and with propriety in or about the Club premises. The Proprietor reserves the right to request any person to leave the Club premises in the event such person behaves in a manner which the Proprietor, in its sole discretion, deems to be or may be of a nuisance to the other Members, Corporate Designees, their Spouses, Dependents and/or Guests at the Club Premises.
- 14.7 Illegal activity of any kind is strictly forbidden on the Club premises.
- 14.8 No Member, Corporate Designee, their Spouse, Dependent and/or Guest shall borrow monies or incur any obligation or liability in the name or pledge the credit of the Club or the Proprietor.
- 14.9 The Club premises shall not be used for any political purposes.
- 14.10 The use of the Club's name, address, logo, insignia and/or trademarks of the Club in any material, published or otherwise, is strictly prohibited unless expressly permitted and confirmed in writing by the Proprietor.
- 14.11 Gambling of any kind, whether or not for stakes, is forbidden in or around the Club premises, unless otherwise expressly permitted and confirmed in writing by the Proprietor. The introduction of materials for gambling or drug taking or persons of bad character of ill-repute into the Club premises is strictly prohibited.
- 14.12 The funds of the Club shall not be used to pay the fees, costs, fines and/or legal expenses of any Member who has been charged or convicted of any offence.

15. MEMBER'S ACCOUNT

- 15.1 The account statement of each Member of the Club shall be prepared and sent to each Member for payment every month and shall be settled by such Member not later than thirty (30) days from the date of the account statement in such mode of payment as prescribed by the Proprietor. Each Member shall keep his account in credit.
- 15.2 Each transaction at the Club will be evidenced by a voucher signed by the Member, Corporate Designee, their Spouse, Dependent or Guest and debited to the Member's account; such voucher shall be conclusive evidence of such purchase or use of the goods and services at the Club referred to therein.
- 15.3 If any Member's account or any part thereof for any month remains outstanding for more than thirty (30) days from the date of the account statement, the Proprietor may at its sole discretion levy a late payment charge at such rate as it may prescribe on the amount outstanding from the date of the account statement until full payment is received by the Club. The Proprietor may from time to time vary the rate of such late payment charge.
- 15.4 If any account shall remain outstanding for a period of forty-five (45) days from the date of the account statement, the Proprietor may send notice thereof to the defaulting Member. If such default in payment shall not be remedied within fifteen (15) days from the date of such notice, the Proprietor may withdraw all the privileges of the Club in respect of such Member and/or any of its Corporate Designees until full payment of the outstanding amount and the late payment charge (if any) is received.
- 15.5 If payment is not received within fifteen (15) days from such withdrawal of privileges the account is deemed to be delinquent and the Proprietor may in accordance with the provisions of these Rules and the Bye-Laws, expel the relevant Member, who is the holder of the delinquent account, without prejudice to any other action it may pursue to recover any defaults in payment.

16. EXPULSION OF MEMBERS

- 16.1 The Proprietor may at its absolute discretion, and without giving any reason therefor require any Member and/or any Corporate Designee to resign from membership of the Club and if such Member and/or Corporate Designee does not resign within one (1) week from the date of the notice which shall be sent, by registered post, a written notice of expulsion to such Member and/or Corporate Designee shall be served on that Member and/or Corporate Designee at the

address of the Member and/or Corporate Designee registered with the Club pursuant to these Rules and the Bye-Laws, if it considers in its sole discretion that:

- 16.1.1 Any Member and/or Corporate Designee and/or their Spouse and/or Dependent has conducted himself in any way injurious to the Club or prejudicial to the interests of the Club; or
 - 16.1.2 Any Member and/or Corporate Designee is guilty of conduct unbecoming of a Member and/or Corporate Designee of the Club; or
 - 16.1.3 Any Member or Corporate Designee is in breach of any of these Rules, the Bye-Laws or the Member's category of the membership; or
 - 16.1.4 Any Member defaults in payment of the fees, costs, expenses, deposits, monthly dues or other fees payable pursuant to these Rules;
 - 16.1.5 Any Member consistently defaults in punctual payment of the account of such Member.
- 16.2 An expelled Member shall no longer have any rights, benefits or privileges of membership and shall from the date of the written notice served pursuant to Rule 16.1 cease to be a Member of the Club. No refund of any monies paid by the expelled Member to the Club shall be made to such Member.

17. CESSATION AND RESIGNATION OF MEMBERSHIP

- 17.1 Unless otherwise prescribed by the Member's category of membership, a Member may resign his membership by giving not less than thirty (30) days' advance notice, by registered post, to the Proprietor. The Member shall cease to be a Member upon payment of all membership dues and other fees and charges due and unpaid up to the proposed date of resignation and the return of his Membership Cards. No refund of any monies paid by the resigning Member to the Club shall be made to such Member.
- 17.2 Upon the effective date of resignation of a Corporate Member, all its Corporate Designees shall cease to have the right to use the facilities and to enjoy the service of the Club.
- 17.3 Any Member or Corporate Designee:
- (a) who has died or becomes of unsound mind; or
 - (b) who has been adjudicated a bankrupt or becomes insolvent; or
 - (c) who being a body corporate has an order made or an effective resolution

passed for its winding up or is placed under judicial management pursuant to the provisions of the Companies Act (Cap. 50); or

- (d) who becomes an enemy alien of Singapore; or
- (e) whose membership has been charged under any Order of Court; or
- (f) who has been expelled under these Rules and Bye-Laws; or
- (g) who has been convicted of any offence involving violence, fraud or dishonesty or who has suffered imprisonment for any offence involving moral turpitude; or
- (h) who leaves Singapore to escape criminal proceedings;
- (i) who being an unincorporated association is dissolved or ceases to exist; or
- (j) who being a partnership is dissolved or any partner thereof is adjudged in bankrupt; or
- (k) who being an overseas body corporate, unincorporated association or partnership has proceedings or actions analogous to those referred to in paragraphs (c) or (j) of this Rule taken in respect of such Member; or
- (l) who transfers his membership in accordance with these Rules and the Bye-Laws,

shall cease to be a Member from the date on which the Proprietor receives notice of the aforesaid event.

- 17.4 Upon such cessation or resignation of membership, the Member, Corporate Designee, their Spouse and Dependent shall no longer have any rights, benefits or privileges of membership and shall cease to be entitled to use the Club's and/or any of the Associate and Affiliate Clubs' privileges provided that such Member shall remain liable to the Proprietor for all dues, damages or debts incurred before the cessation or resignation and shall forthwith make such payments to the Proprietor and/or such persons as provided under these Rules and the Bye-Laws.
- 17.5 The Proprietor reserves the right to re-admit to membership, on any terms it sees fit, any person who has ceased to be a Member pursuant to the provisions of Rule 17.3.
- 17.6 Membership in any category designated by the Club is not divisible. In the event a membership is held by a married couple and the couple is subsequently legally separated or divorced, all rights, benefits, and obligations of the Club membership shall be awarded to the spouse as set forth in the separation agreement or divorce decree. In the absence of a written separation or divorce decree, or if the written separation or divorce decree does not specify the spouse who is entitled to the membership, the membership shall continue in the name of the Member set forth in the Register of Members. The spouse who is awarded the Club membership as set forth in the separation agreement or divorce decree but is not the Member set forth on the Register of Members may apply for membership in the same manner as any new applicant for membership as soon as the existing membership has been awarded as aforesaid.

18. BOARD OF GOVERNORS

- 18.1 The Proprietor may at any time as it deems fit appoint a Board of Governors comprising of such persons as its members (who need not be Members of the Club) and such number of members and for such term as the Proprietor may consider appropriate or expedient for the object of furthering the interests of the Club and its Members. Members of the Board of Governors shall be invited by the Proprietor and shall comprise outstanding members of the public who have distinguished themselves or are recognized leaders in their respective fields.
- 18.2 Members of the Board of Governors shall serve without any fee or other form of compensation and shall not, by virtue of such membership of the Board of Governors, have any rights as Members of the Club nor assume any obligation or liability on behalf of the Club.
- 18.3 The Proprietor shall appoint the Chairman of Board of Governors and other members of the Board of Governors. Each member of the founding Board of Governors shall hold office from the date of appointment of such member until the second anniversary of the opening of the Club. On the second anniversary of the opening of the Club, the Proprietor will, after consultation with the Chairman of the founding Board of Governors, appoint new members to the next Board of Governors or reappoint the existing members of the founding Board of Governors to sit on the next Board of Governors. Each member of each Board of Governors other than the founding Board of Governors shall, unless the Proprietor otherwise stipulates, hold office for such period as the Proprietor may, at its sole discretion, determine. Vacancies on the Board of Governors will be filled by the Chairman after consultation with the Proprietor and other members of the Board of Governors.
- 18.4 The Board of Governors shall serve the Club in an advisory capacity and shall advise the Proprietor on matters relating to the Club.
- 18.5 The Proprietor will present to the Board of Governors on an annual basis a report on the “State of the Club”. This “State of the Club” report will objectively evaluate the quality of the food and services provided at the Club, the quality of staff, the objectives and the goals of the Club for next year and all other matters that the Proprietor may consider appropriate or expedient in the interests of the Club.
- 18.6 The Proprietor may from time to time present to the Board of Governors for reference purposes such information and reports relating to the Club as it deems fit. Each member of the Board of Governors shall keep all information and reports provided to it by the Proprietor confidential and shall not disclose such information or reports or any part thereof to the public or other Members of the

Club except for the purposes of promoting the Club or where such information has already become available in the public domain.

- 18.7 A member of the Board of Governors shall vacate office or cease to be a member if he:
- 18.7.1 is deceased or becomes incapacitated by reason of unsound mind or ill health such as would render him unable to perform his duties as a member of the Board of Governors; or
 - 18.7.2 makes any arrangement or composition with his creditors or is adjudged bankrupt; or
 - 18.7.3 gives notice in writing to the Proprietor that he resigns from the Board of Governors; or
 - 18.7.4 for any reason is requested in writing by the Proprietor to resign.
- 18.8 The Proprietor shall be entitled at any time and from time to time to appoint any other person either to fill a vacancy in or act as an additional member of the Board of Governors. Such appointee shall hold office for such term as the Proprietor may at the time of appointment stipulate.

19. DISCLAIMER OF LIABILITY OF THE CLUB, THE PROPRIETOR, CLUB STAFF AND THE BOARD OF GOVERNORS

- 19.1 None of the Club, the Proprietor, the Club Staff or the Board of Governors shall be liable in any manner whatsoever, to the fullest extent permissible by law, whether by way of contract or tort or statutory duty, to any of the Members, Corporate Designees, Spouses, Dependents or Guests or any other person (Disclaimed Parties”) for any personal injury, claims, actions, demands, judgments, fines, fees, liabilities, damage, loss, costs (including legal costs), expense or inconvenience of whatever nature caused to or suffered or incurred by the Disclaimed Parties or any goods or other property brought by the Disclaimed Parties upon the Club premises however or whatsoever caused to the Disclaimed Parties whether or not whilst on or within the Club premises or in any way connected with the use of the Club. All Disclaimed Parties shall enter the Club premises and use the Club facilities solely at their own risk.
- 19.2 Each Member shall indemnify the Proprietor, the Club Staff and the Board of Governors in full against all claims, actions, demands, judgements, fines, fees, liabilities, losses, damages, costs (including legal costs on a full indemnity basis)

and expenses to the fullest extent permissible by law which the Proprietor, the Club Staff and/or any member of the Board of Governors may suffer or incur as a result of or in connection with the breach, by such Member, Corporate Designees, their Spouse, Dependents, or Guests or invitee, if any, of any of these Rules and the Bye-Laws or the use in any manner of the Club, and each Member shall pay in full to the Proprietor, the Club Staff or such member of the Board of Governors as the case may be, such sums forthwith on demand.

- 19.3 The Proprietor shall be solely responsible for the provision of finance to the Club and for ensuring that, at all times, the Club complies with all statutes, rules regulations and governmental and regulatory requirements, applicable to the operation and business of the Club.

20. NOTICES

All notices required by these Rules and the Bye-Laws to be given to Members of the Club may be given by posting the same on the notice board kept at the Club premises or by prepaid letter addressed to a Member at the address of the Member shown on the Register of Members and such notice shall be deemed to have been given on the day when it is posted on the notice board or when the letter is posted. Members must promptly furnish the Club with their new address in the event of any change.

21. INTERPRETATION OF THESE RULES

Any dispute or difference which may arise as to the meaning or interpretation of these Rules and the Bye-Laws or as to the powers of the Proprietor, the Club Staff or the Board of Governors shall be determined by the Proprietor, whose decision shall be final and binding upon all the Members.

22. AMENDMENTS OF THESE RULES AND THE BYE-LAWS

These Rules and the Bye-Laws and any of them may from time to time be revoked, altered or added to by the Proprietor. Due notification is deemed given to the Members of these Rules and Bye-Laws as revoked or amended if posted in the Club's Premises and/or circulated to its Members in any printed form.

23. WAIVER

No failure by any Member, Corporate Designees, their Spouse, Dependent, Guest and/or any other person to comply with these Rules or the Bye-Laws shall be deemed to have been waived, excused, or accepted by the Proprietor unless the same is expressly waived, excused, or accepted by the Proprietor in writing. Any waiver shall be effective only in the instance and for the purpose for which it is given.

24. GOVERNING LAW AND JURISDICTION

- 24.1 These Rules and the Bye-Laws of the Club shall be governed by and construed in accordance with the laws of Singapore.
- 24.2 All parties concerned including but not limited to the Club, Members, Corporate Designees, Spouses, Dependents and Guests and any other persons hereby submit to the non-exclusive jurisdiction of the Courts of Singapore.

25. DISSOLUTION

- 25.1 The Club may be voluntarily dissolved by the Proprietor.
- 25.2 Upon the dissolution of the Club, all rights of membership shall terminate and the Proprietor, the Club Staff and the Board of Governors shall be discharged from all liabilities and obligations hereunder or elsewhere and no Member, Corporate Designees, Spouses, Dependents and Guests and any other persons shall have any claim against the Proprietor, the Club Staff and the Board of Governors. All Members shall remain liable to the Proprietor for all dues or debts incurred before the dissolution of the Club and shall forthwith make such payments to the Proprietor and/or such persons as provided under these Rules and the Bye- Laws.

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