



STRAITS
CLAN

CLUB POLICIES

Table of Contents

| | |
|--|----|
| 1. GENERAL | |
| 1.1. INTRODUCTION | 4 |
| 1.2. NAME | 4 |
| 1.3. PURPOSE AND OBJECT | 4 |
| 1.4. PROPRIETARY CLUB | 4 |
| 1.5. OWNERSHIP | 4 |
| 1.6. CLUB PROPERTY | 4 |
| 1.7. CLOSURE OF FACILITIES | 4 |
| 1.8. OBLIGATIONS OF MEMBERS | 5 |
| 2. MEMBERSHIP | |
| 2.1. MEMBERSHIP | 6 |
| 2.2. RIGHTS AND PRIVILEGES OF MEMBER | 9 |
| 2.3. CONVERSION | 9 |
| 2.4. TRANSFER | 9 |
| 2.5. MEMBERSHIP APPLICATION | 9 |
| 2.6. TERMINATION BY MEMBER | 10 |
| 2.7. EXPULSION, SUSPENSION AND CESSATION OF MEMBERSHIP | 11 |
| 2.8. PRIVACY | 12 |
| 2.9. RENEWAL OF MEMBERSHIP | 13 |
| 3. FINANCE | |
| 3.1. ENTRANCE FEE | 14 |
| 3.2. DEPOSITS | 14 |
| 3.3. SUBSCRIPTIONS | 14 |
| 3.4. CREDIT FACILITY | 14 |
| 3.5. MEMBER ACCOUNT | 15 |
| 3.6. OVERDUE PAYMENTS | 15 |
| 3.7. CHARGES | 16 |
| 3.8. NO REFUNDS | 16 |
| 4. CLUB'S DISCRETION | |
| 4.1. WITHDRAWAL OF CREDIT | 17 |
| 4.2. AFFILIATED / ASSOCIATED CLUBS | 17 |
| 5. MANAGEMENT AND ADMINISTRATION | |
| 5.1. POWERS OF THE BOARD | 18 |
| 5.2. THE MEMBERSHIP COMMITTEE | 18 |
| 5.3. CLUB'S DISCRETION | 18 |
| 5.4. NOTICES | 18 |

| | | |
|-----------|--|-----------|
| 5.5. | RELATIONSHIP BETWEEN MEMBERS | 19 |
| 5.6. | DISPUTE SETTLEMENT | 19 |
| 5.7. | EXEMPTIONS | 19 |
| 5.8. | BRANCH | 20 |
| 5.9. | WAIVER | 20 |
| 5.10. | RULES AND REGULATIONS | 20 |
| 5.11. | INTERPRETATION & AMENDMENT OF THE POLICIES | 20 |
| 5.12. | INTERPRETATION OF WORDS AND HEADINGS | 20 |
| 5.13. | GOVERNING LAW | 20 |
| 5.14. | THIRD PARTY RIGHTS | 21 |
| 6. | DISSOLUTION | |
| 6.1. | NOTICE | 22 |
| 6.2. | TERMINATION OF RIGHTS | 22 |
| 6.3. | MEMBER'S DEBTS TO THE CLUB | 22 |
| | SCHEDULE – PRIVACY POLICY | 23 |

Section 1 General

1.1. INTRODUCTION

These governing Policies (these “**Policies**”) and the Rules and Regulations (the “**Rules**”) of the Straits Clan (the “**Club**”) will apply to every person whose application for membership has been accepted by the Proprietor (each, a “**Member**” and collectively, the “**Members**”). All Members shall be bound by the Rules and these Policies, as may be prescribed, amended and/or revised from time to time.

1.2. NAME

The Club is called **Straits Clan** and is owned and operated by Members Only Hospitality Pte. Ltd. (the “**Proprietor**”).

1.3. PURPOSE AND OBJECT

Straits Clan is a private members club for people from a wide variety of industries and disciplines, drawn together through a common passion for change, innovation, creativity, and new perspectives. Founded in 2016 and opened in 2018, it is established to encourage social interactions between its Members and provide facilities for that purpose (the “**Facilities**”).

1.4. PROPRIETARY CLUB

The Club is a proprietary club and the Proprietor is the sole owner and operator of the Club. As the sole owner and operator, the Proprietor will manage the Facilities and provide the Club with everything reasonably necessary for carrying on the Club in accordance with its purpose and object and will be solely responsible for all expenses connected therewith. The business of the Club will be managed by and under the direction of the Proprietor which will exercise all the discretion and powers under these Policies.

1.5. OWNERSHIP

All the assets, properties and the Facilities (the “**Assets**”), whether located at the premises of the Club (the “**Premises**”) or not, are unless otherwise specified owned by the Proprietor. No Member shall have any rights, interest or title whatsoever in relation to the same, save as provided in these Policies and/or the Rules. Use of the Facilities by Members, nominees of Members with corporate membership (the “**Nominees**”) and their guests will be subject to these Policies and/or the Rules.

1.6. CLUB PROPERTY

The Assets are property of the Proprietor and no Member shall in any circumstances take away or permit to be taken away from the Premises or shall damage, misuse and/or destroy any of the Assets.

1.7. CLOSURE OF FACILITIES

The Proprietor may close any or all rooms and Facilities for maintenance, security and other purposes as it deems necessary or in the best interest of the Club. Members will be

appropriately advised on any such closure. The Proprietor may also withdraw or substitute any of the Facilities with any other Facility that it deems appropriate.

1.8. OBLIGATIONS OF MEMBERS

1.8.1. Use of Facilities

Every Member shall, subject to these Policies, the Rules and/or such other restrictions or conditions as the Proprietor may from time to time in its absolute discretion impose, have the non-exclusive right to use and enjoy in common with the other Members, the Facilities subject to payment of all fees, subscriptions, and any other monies due to the Proprietor. The Proprietor does not guarantee or make any representation that the Facilities would be available for the Member's use all the time and at any time. The Proprietor may in its absolute discretion also impose additional charges of such amounts as may be determined by the Proprietor for any of the services, food, drinks or the use of any of the Facilities by the Members, their Nominees, or guests and the Proprietor shall have the right at any time to vary any such charges.

1.8.2. Guests

The Proprietor may in its absolute discretion prescribe such additional rules and regulations relating to the conduct and/or admission of Members, Nominees or their guests into the Club, the use of the Facilities and the conduct of activities as it shall from time to time decide. A Member shall be responsible for any debt and liability accrued and/or owing to the Proprietor by his guests arising from their use of the Facilities and shall indemnify the Proprietor (on a full indemnity basis) against any claims, proceedings or actions made by the guests against the Proprietor in respect of any matter whatsoever arising therefrom. It shall be the Member's duty to acquaint his guests with these Policies and the Rules and any other restrictions in respect of the use of the Facilities by such guests.

1.8.3. Membership Card

A Member and/or a Nominee shall enjoy all rights and privileges of membership on the issuance of a membership card to him. The Member and/or Nominee shall keep the membership card with him at all times in the Premises and shall produce it on demand by any member of staff of the Club or authorised person of the Club.

1.8.4. Financial Liability

For the avoidance of doubt, a Member shall not by reason of his membership be under any financial liability in respect of the provision of the Assets and Facilities except for payment of such amount payable and due to the Proprietor under these Policies and/or the Rules.

Section 2 Membership

2.1. MEMBERSHIP

The term Member, when used in these Policies and/or the Rules, shall refer to any person including corporate entities whose application for membership has been accepted and whose membership has not been terminated. The Proprietor will not issue supplementary cards, which means spouses/life partners shall not have access to the Club unless they are Members as individuals or a Joint Standard Member.

2.1.1. Life Member

Life Members are individuals who have the passion and resources to help set up and launch Straits Clan and shall include the founders of the Club. This membership may also include shareholders and business partners of the Proprietor who have been invited by the founders. Life Members shall not pay any entrance fees or monthly subscriptions and shall be entitled to all privileges of a Standard Member.

2.1.2. Standard Member

A Standard Member is an individual who resides in Singapore, and who at the time of acceptance into the Club, is at least 30 years of age.

2.1.3. Under-30 Member

An Under-30 Member is an individual who resides in Singapore, and who at the time of acceptance into the Club, is at least 18 years of age but under the age of 30 years old. Upon reaching 30, the Member will be automatically converted to a Standard Member subject to compliance by the Member with these Policies and the Rules.

2.1.4. Non-Profit Organisation (NPO) Member

A NPO Member is an individual who is working full-time for a non-profit or not-for-profit enterprise in Singapore and resides in Singapore, and who at the time of acceptance into the Club, is at least 18 years of age. This membership may be revoked or converted to a Standard Membership at the absolute discretion of the Proprietor.

2.1.5. Overseas Member

An Overseas Member is an individual who does not reside in or have a principal place of business within Singapore. If an Overseas Member takes up residence in Singapore, he must immediately notify the Club and their Overseas Membership shall thereupon be converted to a Standard Membership at the absolute discretion of the Proprietor. An Overseas Member may enjoy use of the Club for a period of up to sixty (60) days in aggregate in any calendar year. An Overseas Member shall not be eligible to apply for "Absent Member" status.

2.1.6. Corporate Member

A Corporate Member is a company, corporation, partnership, firm, organisation or association incorporated or established in Singapore and permitted to operate within

Singapore. In the event that a place for a Nominee is left vacant, the prevailing monthly subscription fee will continue to be charged.

Nominees

A Corporate Member is entitled to nominate two individuals who are senior management personnel of the organisation. A Corporate Member may replace its Nominee(s) in accordance with the procedure and conditions set forth in these Policies and/or the Rules. All Nominees of Corporate Members shall be subject to acceptance by the Membership Committee which may reject any nomination without giving any reason.

Change of Nominee

A Corporate Member may by notice in writing to the Club, terminate the nomination or change a nomination from time to time, upon payment of a re-nomination fee and/or administrative fee, the amount of which shall be determined by the Proprietor in its absolute discretion from time to time. All substitute Nominees of a Corporate Member shall be subject to acceptance by the Membership Committee, which may reject any nomination without giving any reason.

Obligation of Corporate Member

Each Corporate Member shall be liable to the Proprietor for the payment of all entrance fees, administrative fees, liabilities and other monies and deposits due on the accounts of its Nominees (together with accounts of the Members, the "**Member Accounts**") and/or any charges or liabilities arising as a result of a breach of these Policies and/or the Rules by its Nominee(s) and shall indemnify the Proprietor against all demands, claims, proceedings or actions made by its Nominees against the Proprietor in respect of any matter whatsoever.

2.1.7. Straits Clan Associate Member

A Straits Clan Associate Member is an employee of the Proprietor or The Lo & Behold Group Pte. Ltd. who has been nominated by such company to access the Club and its services. These Members will enjoy a complimentary membership as an employee benefit and so they can better appreciate and understand the Member and guest experience. An Associate Member may bring a maximum of three (3) guests on each visit. Prior written approval from the general manager of the Club is required to bring more than three (3) guests. Unless otherwise stated, an Associate Member shall enjoy the same privileges as a Standard Member.

2.1.8. Temporary Member

The Club may confer Temporary Membership on a discretionary basis when it deems fit at variable subscription rates. This class of membership is strictly limited. A Temporary Member shall have such rights and privileges as the Proprietor may from time to time in its absolute discretion determine.

2.1.9. Absent Member

- (i) Unless otherwise stated in these Policies and/or the Rules, any eligible Member or Nominee who intends to leave Singapore and reside outside Singapore for an extended period of six (6) months or more in aggregate in

any calendar year may apply in writing to the Club to be an “Absent Member” prior to leaving and no later than thirty (30) days from the commencement of the intended period of absence, after making full settlement of all amounts due to the Proprietor before his departure. Immediately upon his return, an Absent Member shall give written notice to the Club of his return to Singapore.

- (ii) The Member’s or Nominee’s written application shall be supported by an exhibit of evidence of his departure, and state the reasons for the overseas residence, the expected period of the overseas residence and the overseas forwarding address. Proof of overseas employment and residence must be provided every alternate year (or such other period as the Proprietor may from time to time determine).
- (iii) The maximum period of Absent Membership shall be five (5) years (or such other period as the Proprietor may from time to time determine). An Absent Member may enjoy use of the Club for a temporary period of up to sixty (60) days in aggregate in any calendar year.
- (iv) The guests of an Absent Member shall not be entitled to use the facilities of the Club during the period of the Member’s absence.
- (v) An Absent Member shall pay in advance a reduced subscription (or such other amount which shall be determined by the Proprietor in its absolute discretion from time to time) ordinarily payable for the full absent period, but shall be liable for his full subscription for the month in which he leaves and the month in which he returns.
- (vi) Should an Absent Member during his period of absence be in arrears of his Absent Member’s subscription for such period as the Proprietor may determine from time to time, his Membership shall automatically cease despite the appropriation of his deposit for payment for such subscriptions.
- (vii) An Absent Member may at the absolute discretion of the Proprietor be reinstated on payment of all arrears of subscription and such other sums as may be determined by the Proprietor in its absolute discretion from time to time. Upon reactivating membership status to active from absent status, such Member is not eligible for another absent status application for the next six (6) months thereafter or such other period of time as the Proprietor may, in its absolute discretion, impose having regard to the circumstances surrounding his absent status application, reasons for the departure, and the number of times of his previous absent status applications, etc.
- (viii) If the Absent Member fails to prove to the satisfaction of the Proprietor, his residence outside Singapore during the period as claimed by the Absent Member or the continuity of such overseas residence, the Proprietor shall be entitled to charge such Member the normal subscription fee applicable for the period as if he were in Singapore. Where the Proprietor is of the view that the Member has misrepresented facts in relation to the absent status application or breached any of provisions contained under these Policies or the Rules, such Member may be subject to disciplinary proceedings in accordance with these Policies or under the Rules.

2.2. RIGHTS AND PRIVILEGES OF MEMBER

All Members shall have such rights and privileges as provided for in these Policies and/or the Rules.

2.3. CONVERSION

An Under-30 Member, a NPO Member or an Overseas Member wishing to upgrade his membership to Standard Membership may do so, subject to the approval of the Membership Committee. Conversion fee shall be waived for such upgrade but such Member is required to pay the prevailing monthly subscription pertaining to a Standard Membership.

2.4. TRANSFER

The Proprietor may from time to time in its sole and absolute discretion permit the application for transfer of membership, and on such terms and conditions as the Proprietor may determine. In addition, the Proprietor has the sole discretion to vary or amend at any time the terms and conditions applicable to the transfer of membership. A Member may, subject to the approval of the Membership Committee, transfer his membership to another person subject to and conditional upon:

- (i) the relevant class of membership being permitted to be transferred;
- (ii) giving thirty (30) days' notice in writing to the Proprietor of his intention to do so;
- (iii) payment of the applicable transfer and/or administrative fees and compliance with any other terms and conditions prescribed by the Proprietor in relation to such transfer; and
- (iv) the Member not being in breach of these Policies and/or the Rules or being indebted to the Proprietor at the time of the intended transfer.

2.4.1. Refund

Upon the proposed transferee being admitted as a Member, all monies standing to the credit in the Member Account of the transferring Member including any refundable deposit paid to the Proprietor shall be refunded to the transferring Member whereupon he shall have no rights or claims whatsoever against the Proprietor. The transferring Member shall cease to be a Member and the provisions under Clauses 2.8.3 and 2.8.4 shall mutatis mutandis apply to him.

2.5. MEMBERSHIP APPLICATION

2.5.1. Application Form

All applicants must be aged 18 years or older at the time of their application. Every application for membership of the Club shall be made on such form prescribed by the Proprietor. The terms and conditions contained in the form shall form part of these Policies and/or the Rules. Subject to Clause 2.5.6, an application submitted by the applicant shall be irrevocable. A membership shall become effective immediately upon approval of the application by the Proprietor. The Membership Committee's decision to accept, reject, or return the application to the waiting list is final and no reason need to be given.

2.5.2. Entrance and Other Fees

The application form shall be submitted together with payment of the requisite entrance fees, monthly subscription fees, deposits or other fees as may be specified in the application form.

2.5.3. Invitation and Nomination

All membership applicants must either be invited by the Proprietor or proposed by existing Members. The Proprietor reserves the right to contact the proposer or seconder to verify the applicant's details.

2.5.4. Rejection

If any membership application is rejected, the applicant will be notified and no reason shall be given by the Proprietor for such rejection. All amounts paid or cheques delivered will be refunded or returned to the applicant without any interest, compensation or otherwise and thereafter the applicant shall have no claims whatsoever against the Proprietor.

2.5.5. Acceptance

Every applicant for membership who has been accepted shall be notified by the Proprietor. A request for payment of such amounts as may be due will be sent to the successful applicant. The applicant shall, upon full payment of such amounts, be a Member and be entitled to all the rights and privileges of the membership and shall be deemed to have agreed to be bound of these Policies and/or the Rules of the Club as may be prescribed, amended and/or revised from time to time.

2.5.6. Waiting List

Applicants who are not immediately accepted may, at the discretion of the Membership Committee, be placed on a waiting list and reviewed at the next Membership Committee Meeting. An applicant who is placed on the waiting list may withdraw his application if his application has not been accepted or rejected within six (6) months from the date of application. Such applicant who wishes to withdraw his application shall notify the Proprietor in writing of his intention to withdraw. Upon receipt by the Proprietor of such notice of withdrawal, the application shall be deemed withdrawn and all amounts paid or cheques delivered will be refunded or returned to the applicant without any interest, compensation or otherwise and thereafter the applicant shall have no claims whatsoever against the Proprietor.

2.6. TERMINATION BY MEMBER

A Member may terminate his membership by giving thirty (30) days' notice in writing to the Club and by sending to the Club such documents and items as required by the Proprietor. Monthly subscriptions are billed in advance. As such, the written notice of termination has to be received prior to the 15th of the said month otherwise the Member will be required to pay the monthly subscription for the next month and will not have his subscription fees pro-rated. The Member's termination shall not be effective until the Proprietor notifies the Member in writing that the Club has received all documents and items as required by the Proprietor in a

satisfactory manner. Thereupon, the Member shall cease to be a Member and the provisions under Clause 2.8.3 shall mutatis mutandis apply to him.

2.7. RE-ADMISSION

Subject to Clause 2.8.4(ii), any person who has ceased to be a Member may, subject to him having discharged all his liabilities to the Proprietor, apply to re-join the Club by submitting a fresh application. The Membership Committee may reject the application without giving any reason or re-admit the Member on such terms as it sees fit including a waiver in whole or in part of the applicable entrance fees.

2.8. EXPULSION, SUSPENSION AND CESSATION OF MEMBERSHIP

2.8.1. Expulsion or Suspension

The Club may suspend or terminate the membership of any Member if, as determined by the Proprietor in its discretion, the Member or its Nominee has committed any of the following (which is not exhaustive):

- (i) failure to pay such subscription for three (3) months (or such other period as the Proprietor may from time to time determine) or fails to maintain his account in a satisfactory manner;
- (ii) material breach of these Policies and/or the Rules and, to the extent capable of remedy fails to remedy the same within a reasonable amount of time;
- (iii) misrepresentation of any information or any misuse of his membership by the Member or its Nominee;
- (iv) violation of any law, regulation or guideline or other applicable law in connection with the use of membership benefits by the Member or its Nominee;
- (v) fraud or abuse by the Member or its Nominee involving any aspect of his membership;
- (vi) abusive or threatening behaviour to other Members or any of the staff, employees, or agents of the Club by the Member or its Nominee;
- (vii) unreasonable behaviour, misconduct or flagrant disregard of the Rules or other rules or conditions of entry or use of the Facilities by the Member or its Nominee; and/or
- (viii) any action or conduct by the Member or its Nominee is such as the Proprietor shall in its absolute opinion consider to be injurious and/or harmful to the normal operations, character or reputation of the Club or prejudicial and/or or detrimental to the interests of the Members or the Proprietor.

2.8.2. Disciplinary Proceedings

- (i) The Proprietor shall have the right to conduct disciplinary proceedings to investigate of its own accord, or deal with and address any complaints made

in respect of any act or omission which the Proprietor believes is prejudicial to the interests of the Club and its other Members.

- (ii) The conduct of the disciplinary proceedings shall be vested in the Proprietor who shall have the power to delegate any investigation or hearing to the General Management or Managing Agent as may be appointed by the Proprietor.

2.8.3. Cessation

All rights and privileges of any Member shall terminate upon transfer, forfeiture, termination, expulsion, death, or any other cause. Notice of cessation except in the case of death, shall be effective only upon delivery of written notice to the Member. Cessation due to death is effective upon the date thereof.

2.8.4. Forfeiture of Rights

- (i) A Member or Nominee (if applicable) whose membership is suspended under these Policies shall not be entitled to the use of the Club's facilities or the privileges of membership during the period of his suspension, but shall continue to be liable for subscription and other Club dues in respect of the period for which such Member or Nominee (if applicable) is suspended.
- (ii) A Member who has been expelled or whose membership is terminated by the Proprietor shall not have any rights or claims whatsoever against the Proprietor and shall not be eligible to be an applicant for re-admission under Clause 2.7 as a candidate for membership of the Club.
- (iii) No refund of any amounts previously paid to the Proprietor shall be made to such Member except for all monies standing to the credit of the Member Account after deduction being made from such account of any monies due and owing to the Proprietor.
- (iv) In the event that a Member is expelled or whose membership is terminated, no further monthly or other subscription fees shall continue to be payable by the Member to the Proprietor thereafter.
- (v) Nothing in these Policies and/or the Rules shall prejudice the right of the Proprietor to recover from the Member any amount due prior to the date of termination, expulsion or cessation.

2.8.5. Transfer Right

A Member shall not be entitled to transfer his membership if his membership is suspended or terminated.

2.9. PRIVACY

The policies which the Club adopts in relation to personal data are set out in the Club's Privacy Policy as may be prescribed, amended and/or revised from time to time.

2.10. RENEWAL OF MEMBERSHIP

In the event that the lease of the Premises is renewed, the memberships in the Club shall be automatically renewed, upon such terms and conditions as may be prescribed by the Proprietor in its absolute discretion.

Section 3 Finance

3.1. ENTRANCE FEE

In order to be considered, all application forms must be accompanied with payment of the requisite entrance fees, monthly subscription fees, deposits or such other fees as the Proprietor may from time to time prescribe in the application form including any applicable taxes and charges.

3.2. DEPOSITS

Each Member shall be required to pay a refundable deposit of a sum to be determined by the Proprietor from time to time and this sum shall be used at the discretion of the Proprietor to satisfy any overdue amounts owing to the Proprietor by such Member. In such event, it shall be “topped up” by the Member promptly on request. Such deposit shall not bear interest and is refundable upon cessation of membership after deduction being made from Member Account of any monies due and owing to the Proprietor.

3.3. SUBSCRIPTIONS

3.3.1. Payments

Each Member shall be required to pay monthly subscription fees and/or other fees as the Proprietor may from time to time prescribe including any applicable taxes and charges in such manner as the Proprietor may from time to time prescribe.

3.3.2. Due Dates for Subscription

First Monthly Subscription

The first monthly subscription shall be paid by the Member on the:

- (i) date of notice from the Proprietor informing the Member of the availability for use and enjoyment by the Member of the Facilities or any part thereof (the “**Commencement Date**”); or
- (ii) date of the acceptance by the Proprietor of the Member’s application to join the Club (the “**Acceptance Date**”),

whichever is earlier.

Future Subscription Fees

The future monthly subscription fees shall be due and payable in advance on such date stipulated by the Proprietor in the Monthly Statement.

3.4. CREDIT FACILITY

Unless otherwise stated and directed by the Proprietor, all bills in relation to the use of the Facilities and services must be settled in full by the Members and its guests before leaving the premises. The Proprietor may in its absolute discretion extend to Members credit facilities to an extent as may be determined by the Proprietor from time to time. Such credit facilities

may not be utilised by any Member to defer the payment of any subscriptions, deposit or such other sums required to be paid by such Member.

3.5. MEMBER ACCOUNT

3.5.1. Debit to Member Account

Each Member and Nominee (as the case may be) is deemed to have maintained a Member Account with the Proprietor on the Acceptance Date. The Proprietor may debit each Member Account with monthly subscriptions and all other sums, fees and deposits payable under these Policies and/or the Rules. Each Member is liable to pay to the Proprietor all monies in arrears owed by himself or his guests by such date as stipulated by the Proprietor.

3.5.2. Monthly Statement

A statement will be sent to each Member each month (the “**Monthly Statement**”). The statement will set out all charges incurred and/or not settled by the Member through the closing date of such statement and the subscription fees for the coming month. Payment must be made to the Proprietor within fourteen (14) days from the date of the Monthly Statement or by such other date stipulated by the Proprietor in the Monthly Statement (the “**Payment Date**”). Payments shall be considered overdue if it remains unpaid after the Payment Date. Past due or delinquent Member Accounts will be handled according to Clause 3.6 specified herein, including cessation of membership rights and privileges, suspension or termination of membership.

3.5.3. Repayment

All outstanding amounts will be immediately payable in full when the credit facilities extended to the Member (if any) is withdrawn, and/or on the occurrence of any event specified in Clauses 2.8.1 or 2.8.3 or termination of the Member’s membership for any other reason. Payments and credits to the Member Account will be applied by the Proprietor in satisfaction of all outstanding amounts in such order of priority as the Proprietor deems fit.

3.5.4. Costs

The Member shall be liable to pay to the Proprietor all costs, including legal costs on an indemnity basis incurred by the Proprietor in enforcing or seeking to enforce the obligation of the Member to pay any amounts owing to the Proprietor.

3.6. OVERDUE PAYMENTS

3.6.1. Notice and Suspension

If any Member fails to pay any amount owing to the Proprietor by the Payment Date, the Proprietor may send him a notice with a request for immediate payment. If such Member fails to pay such overdue amount within fourteen (14) days after such notice has been posted to him, all of his membership rights and privileges may be suspended until such Member Account is paid in full or for such period as the Proprietor may determine.

3.6.2. Posting of Defaulters

The Proprietor may by written notice request any Member whose membership privileges have been suspended to pay all overdue amounts within seven (7) days. If the Member fails to do so, the Proprietor may notify such Member in writing that unless his Member Account is settled within a further period of seven (7) days, such Member name will be identified as a Defaulter.

3.6.3. Termination and Reinstatement

Member whose name has been posted as a Defaulter in accordance with Clause 3.6.2 shall be given written notice thereof by the Proprietor by registered post. Such notice shall state a further time period (which shall be not less than fourteen (14) days) following which, if such Member Account has not been settled, the Proprietor may terminate such Member's membership and he shall thereupon cease to be a Member and shall have no claims whatsoever against the Proprietor. No further monthly or other subscription shall continue to be payable by the Member to the Proprietor thereafter. Nothing in these Policies and/or the Rules shall prejudice the right of the Proprietor to recover from the Member any amount due prior to the date of termination. The Proprietor may, upon application and for good cause shown, reinstate the defaulting Member.

3.6.4. No Access

Any Member or former Member whose Member Account has been suspended or involuntarily terminated may not enter the Club premises.

3.7. CHARGES

3.7.1. Interest

Interest shall accrue at a simple rate of 18% per annum (or at such other rate as the Proprietor in its absolute discretion determine from time to time) on the outstanding amount due on the Member Account from the Payment date up to the date of actual payment, whether by way of credit to the Member Account or otherwise (both before and after judgement). If, however, the whole of the outstanding amount due on the date specified in the Monthly Statement (including any accrued interest thereupon) is repaid by the close of business on the date of actual payment, no interest will accrue on such amount.

3.7.2. Administrative Fees

The Proprietor shall be entitled to charge and debit to the Member Account an administrative fee of such amount as the Proprietor may prescribe from time to time where a Member has defaulted on payment.

3.8. NO REFUNDS

All fees paid in respect of the membership are non-refundable except for the refundable deposit and the deposits in relation to the use of the Facilities and services must be settled in full before leaving the premises. No credit will be extended.

Section 4 Discretion of the Proprietor

4.1. WITHDRAWAL OF CREDIT

Any credit extended by the Proprietor to any Member may be withdrawn at any time and without any prior notice at the sole and discretion of the Proprietor.

4.2. AFFILIATED / ASSOCIATED CLUBS

The Proprietor may, at any time in its absolute discretion, establish and develop one or more affiliated / associated club programme (an “**Affiliated / Associated Club Programme**”) with any other clubs which may be owned and/or operated by the Proprietor, any affiliated company of the Proprietor, and/or any third party, in Singapore or such other areas or countries around the world as the Proprietor may deem appropriate (an “**Affiliated / Associated Club**”).

4.2.1. The Programme

Under an Affiliated / Associated Club Programme, the Proprietor may extend the privilege to use the Facilities to all or a selected group of members of an Affiliated / Associated Club and/or all or a selected group of the Club Members may be granted the right to use the facilities of the Affiliated / Associated Club, on such terms and conditions as the Proprietor and such Affiliated / Associated Club may further agree.

4.2.2. Use Restriction

If an Affiliated / Associated Club Programme grants a Member the right to use the facilities of an Affiliated / Associated Club (the “**Relevant Member**”), such use shall be subject to all the relevant rules and regulations and policies of the Affiliated / Associated Club.

4.2.3. Liability

The relevant Member, when using the facilities of an Affiliated / Associated Club under an Affiliated / Associated Club Programme shall be personally responsible for all loss or damage (if any) caused by the relevant Member to the Affiliated / Associated Club directly or indirectly arising from his use of the facilities. The relevant Member shall indemnify the Proprietor against all claims, proceedings or actions made by the Affiliated / Associated Club against the Proprietor in relation to the same.

4.2.4. Rights and Privileges

All rights and privileges granted or agreed to be granted by an Affiliated / Associated Club to the Relevant Member under an Affiliated / Associated Club Programme, shall however cease upon the Affiliated / Associated Club Programme ceasing or otherwise being terminated by the Proprietor, the Affiliated / Associated Club or both of them.

Section 5 Management and Administration

5.1. POWERS OF THE BOARD

The powers of management and administration of the Club shall be vested solely in the Board of Directors (the “**Board**”) of the Proprietor whose decision on any question or matter in relation to the Club shall be conclusive, final and binding on all the Members. The Board is entrusted with the supervision of the policies, management, maintenance, finance, accounts and operations of the Club.

5.2. THE MEMBERSHIP COMMITTEE

5.2.1. The Membership Committee consists of not more than 40 persons (or such other number of persons as the Proprietor may in its absolute discretion determine), all of whom shall be appointed by the Proprietor for such period(s) and on such terms as the Proprietor may in its sole and absolute discretion deem fit. The Proprietor may in its sole and absolute discretion remove any member from the Membership Committee.

5.2.2. Committee meetings will be held quarterly or as often as it is necessary as the Committee may decide.

5.2.3. The Committee shall, subject to such terms, conditions and limits on its authority as the Proprietor may impose, advise on the membership application of the Club in approving or rejecting an application to join the Club, and may have such other administrative powers as may be delegated by the Proprietor from time to time.

5.2.4. The Committee will promote diversity to engage existing Members and recommend and invite potential candidates to join Straits Clan.

5.2.5. Committee Members are subject to the same disciplinary rules as for all Members.

5.3. CLUB’S DISCRETION

Where there is any provision in these Policies and/or the Rules conferring on the Club any right or discretion, the same shall be exercised by the Board in its absolute discretion and upon such terms and conditions as it considers fit. The Proprietor may in its absolute discretion waive compliance by any particular Member of any of these Policies and/or the Rules.

5.4. NOTICES

5.4.1. Notice Board

Unless otherwise specified, all notices or other information required by these Policies or the Rules to be given to the Members shall be deemed to have been given if the Proprietor at its sole discretion delivers the same by way of (i) email to the email address provided by the Member; (ii) post to the last known correspondence address provided by the Member; and/or (iii) where it is practicable to do so in the Proprietor’s sole discretion, the members’ portal or other relevant website maintained by the Club, and such notice shall deem to have been given on (a) if by email, the day when

it is sent by email; (b) if by post, two business days after the letter is posted; or (c) if by posting online, the day when it is posted on members' portal or other relevant website (as the case may be).

5.4.2. Residential Address

Every Member must forthwith furnish the Proprietor with his and, in the case of a Corporate Member, his Nominee's residential address and correspondence address and also in the event of any change.

5.5. RELATIONSHIP BETWEEN MEMBERS

Nothing in these Policies and/or the Rules shall 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.

5.6. DISPUTE SETTLEMENT

5.6.1. Any dispute or difference which may arise between the Member and the Proprietor or its employees, servants or agents as to its powers, validity of any proceedings of the Club or any matter in relation to the membership shall be determined by the Board, whose decision shall be final and binding upon all the Members of the Club.

5.6.2. Any dispute as to any decision of the Board made pursuant to Clause 5.6.1 shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause 5.6.2. The tribunal shall consist of one (1) arbitrator and the language of the arbitration shall be English. The arbitrator shall be appointed by the mutual agreement of the Proprietor and the Member, failing which, the appointment shall be made by the President of the Court of Arbitration of the Singapore International Arbitration Centre.

5.7. EXEMPTIONS

5.7.1. The Proprietor and any employees, servants or agents of the Proprietor shall not in any manner be liable:

(i) for any claims, demands or damages howsoever suffered by a Member, a Nominee, any of their guests, invitees and/or any other persons at the Premises as a result of any loss or damage to any property or article whatsoever, or howsoever brought upon or left at the Premises by such a person; or

(ii) for any injury, loss of life, or other loss whatsoever, or howsoever caused to a Member, a Nominee, any of their guests, invitees and/or any other persons at the Premises or vis-à-vis the use and enjoyment of the Facilities save for personal injury or loss of life caused by the negligence of the Proprietor, the Proprietor and any employees, servants or agents of the Proprietor.

5.7.2. The Member shall keep the Proprietor, its officers, employees, other licensees and all those authorised or permitted by the Proprietor to use and enjoy the Facilities

indemnified against all damages and losses suffered and injuries caused to the Proprietor, other licensees or such other persons as aforesaid or their property arising from the default, negligence and/or unauthorised use of the Facilities by the Member, Nominee and/or their guests or in consequence of the breach or non-observance of any of the provisions of these Policies and/or the Rules by the Member, Nominee and/or their guests.

5.8. BRANCH

The Proprietor shall in its absolute discretion have the right to set up any branch of the Club at any place as it shall determine.

5.9. WAIVER

No failure by any Member to comply with these Policies and/or the Rules 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 respect of such waiver, excuse or acceptance and for the purpose for which it is given.

5.10. RULES AND REGULATIONS

In addition to these Policies stipulated herein, the Proprietor will prescribe the Rules for the regulation of the internal affairs of the Club and the conduct of and/or admission to the Facilities by the Members, Nominees and guests. The Rules or any part of them may from time to time be revoked, amended and/or revised by the Proprietor in its sole and absolute discretion and all Members, Nominees and their guests shall be bound by such Rules. In the event of any inconsistency between the Rules and these Policies, these Policies shall prevail. A copy of the prevailing Rules is available upon request and subject to satisfactory proof of membership being provided.

5.11. INTERPRETATION & AMENDMENT OF THE POLICIES

The Board shall the sole authority for the interpretation of these Policies and its decision shall be final and binding. These Policies or any part of them may from time to time be revoked, amended and/or revised by the Proprietor in its sole and absolute discretion and all Members, Nominees and their guests shall be bound by such Policies. A copy of the prevailing Policies is available upon request and subject to satisfactory proof of membership being provided.

5.12. INTERPRETATION OF WORDS AND HEADINGS

Where applicable, the singular shall imply the plural and vice versa and the masculine gender shall include the feminine gender and vice versa. A reference to a Member shall in the case of a Corporate Member refer its Nominees. The headings to each provision of the Rules and/or these Policies are for convenience only and have no legal effect.

5.13. GOVERNING LAW

These Policies shall be governed by and construed solely in accordance with the laws of Singapore.

5.14. **THIRD PARTY RIGHTS**

A person who is not a Member has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of these Policies except and to the extent (if any) where these Policies expressly provides that such person has the rights to enforce these Policies.

Section 6 Dissolution

In the event that part of the operation, management and maintenance of the Club or the provision of part of Facilities is rendered commercially unviable, the Proprietor shall use its reasonable endeavours to continue to operate, manage and maintain such part of the Club or to provide such part of Facilities which is not prohibited or commercially unviable, upon such new terms and conditions as may be determined by the Proprietor having regard to the circumstances then existing, provided always that the Proprietor shall not in any manner be liable to the Member or Nominee or to any such other persons entitled or permitted to the use and enjoyment of the Facilities for any claims for damages, losses or compensation of whatever nature arising therefrom.

6.1. NOTICE

Notwithstanding anything to the contrary contained herein, the Proprietor may dissolve the Club by giving the Members thirty (30) days' notice of such dissolution if the operation, management and maintenance of the Club or the provision of the Facilities is rendered unviable.

6.2. TERMINATION OF RIGHTS

Upon the dissolution of the Club, all rights of membership shall terminate and the Proprietor shall be discharged from all liabilities and obligations hereunder or elsewhere and no Member shall have any claim whatsoever against the Proprietor except for all monies standing to the credit of the Member Account including all deposits maintained by the Member with the Proprietor after deduction being made from such Member Account of any monies due and owing to the Proprietor.

6.3. MEMBER'S DEBTS TO THE CLUB

Each member shall remain liable to the Proprietor for all debts owed to and incurred under his Member Account before the dissolution of the Club, and shall forthwith make payment upon demand.

Schedule Privacy Policy

The Straits Clan (the “**Club**”) is owned and operated by Members Only Hospitality Pte. Ltd. (the “**Proprietor**”). The Club respects all Members’ privacy and values the personal information that the Members and Nominees (hereinafter referred to as the “**Individuals**”) share with the Proprietor and the personal information that the Proprietor collects about the Individuals. The Proprietor strives to secure that personal information and ensure that the personal information is used and disclosed for proper purposes in accordance with applicable laws, including enhancing the use and enjoyment of the services and facilities of the Club by the Individuals and their guests.

1. THE DATA PROTECTION OFFICER

For the purpose of the Personal Data Protection Act 2012 (No. 26 of 2012) (the “**PDPA**”), the data protection officer of the Proprietor may be contacted at community@straitscan.com.

2. SCOPE OF THIS PRIVACY POLICY

- 2.1. “**Personal Data**” is defined under the PDPA to mean data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which an organisation has or is likely to have access.
- 2.2. The Proprietor will collect the personal data of the Individuals and/or guests in accordance with the PDPA and will notify the Individuals and/or guests of the purposes for which the personal data may be collected, used, disclosed and/or processed, as well as obtain the consent of the Individuals and/or guests for the collection, use, disclosure and/or processing of the personal data for the intended purposes, unless an exception under the PDPA permits the Proprietor to collect and process the personal data of the Individuals and/or guests without consent.

3. PURPOSES FOR COLLECTION, USE, DISCLOSURE AND PROCESSING OF PERSONAL DATA

- 3.1. The personal data which the Proprietor collects from the Individuals and/or guests may be collected, used, disclosed and/or processed for various purposes, depending on the circumstances for which the Proprietor may/will need to process the personal data of the Individuals and/or guests, including but not limited to:
 - (i) evaluating and/or processing applications for membership pursuant to which the Individuals and their guests (where applicable) will be given access to possible privileges, promotions, offers, services and/or products, offered by the Club, partners, merchants and/or third party organisations with whom the Proprietor may collaborate, partner or tie up with (collectively, the “**Member Benefits**”) (such partners, merchants and/or third party organisations with whom the Proprietor may collaborate, partner or tie up shall be referred to as “**Club Partners**”);
 - (ii) administering, dealing with, managing and/or maintaining the membership of the Individuals with the Club including but not limited to administering and dealing with Member Benefits, sharing personal data of the Individuals and/or guests with Club Partners, contacting the Individuals and/or guests, dealing in any matters relating to the membership of the Individuals (including the printing of membership cards and printing and mailing of correspondence, statements, information, invoices, or

notices to the Individuals, as well as on the external cover of envelopes / mail packages, which could involve disclosure of certain personal data about the Individuals to bring about delivery of the same), performing internal administrative, operational and technology tasks for the said purposes, storage and/or backup of the personal data of the Individuals and/or guests;

- (iii) using individual's images for marketing purposes, including but not limited to recording of videos or taking photographs of individuals during events / programmes organised by the Proprietor;
- (iv) providing and sending to the Individuals marketing, advertising and/or promotional information and materials relating to Member Benefits as well as products, attractions, events and/or services that the Proprietor or the Club Partners may be selling, marketing, offering and/or promoting via various modes of communication such as:
 - (a) mail to the Individuals' postal address(es) and/or electronic transmission to the Individuals' email address(es) (based on the records that the Proprietor have of the postal address(es) and email address(es) or any new or amended postal or email address(es) that the Individuals may provide to the Proprietor from time to time); and
 - (b) telephone/voice calls, SMS / MMS / Whatsapp, any other text messaging applications and/or facsimile to the Individuals' telephone number(s) (based on the records that the Proprietor have of the telephone number(s) or any new telephone number(s) that the Individuals may provide to the Proprietor from time to time);
- (v) dealing with or facilitating customer service, carrying out instructions of the Individuals, or dealing with or responding to any enquiries made by the Individuals or on behalf of the Individuals;
- (vi) complying with or as required by any applicable law, governmental or regulatory requirements of any relevant jurisdiction, including meeting the requirements to make disclosure under the requirements of any law binding on the Proprietor and for the purposes of any guidelines issued by regulatory or governmental authorities, whether in Singapore or elsewhere, with which the Proprietor is bound;
- (vii) producing statistics and research for internal and statutory reporting and/or record-keeping requirements;
- (viii) conducting research, analysis and development activities (including but not limited to data analytics, surveys, product and service development and/or profiling) to improve the Club's services or products and/or to enhance the Individuals' membership experience; and
- (ix) any other purposes which the Proprietor will notify the Individuals and/or guests (where applicable) of at the time of obtaining their consent

(collectively, the "**Purposes**").

As the purposes for which the Proprietor may/will collect, use, disclose or process the personal data of the Individuals and/or guests depend on the circumstances at hand, the Proprietor will notify the Individuals and/or guests of such other purpose at the time of obtaining the consent of the Individuals and/or guests, unless processing of personal data without consent is permitted by the PDPA.

- 3.2. In order to conduct business operations smoothly, the Proprietor may also disclose the personal data of the Individuals and/or guests to third party service providers, agents and/or our affiliates or related corporations, and/or other third parties whether sited in Singapore or outside of Singapore, for one or more of the above-stated Purposes provided that such third party providers, agents and/or our affiliates shall be subject to a duty of care to maintain appropriate levels of security and confidentiality and only use the personal data as instructed by the Proprietor.

4. SPECIFIC ISSUES FOR THE DISCLOSURE OF PERSONAL DATA TO THIRD PARTIES

- 4.1. The Proprietor respects the confidentiality of the personal data the Individuals and/or guests have provided to the Proprietor.
- 4.2. Subject to paragraph 3.2 above, the Proprietor will not disclose personal data of the Individuals and/or guests to third parties without first obtaining their consent except for certain situations, including without limitation, the following:
- (i) cases in which the disclosure is required or permitted under applicable laws and/or regulations;
 - (ii) cases in which the purpose of such disclosure is clearly in the interests of the Individuals and/or guests, and if consent cannot be obtained in a timely way;
 - (iii) cases in which the disclosure is necessary to respond to an emergency that threatens the life, health or safety of the Individuals, guests or another individual;
 - (iv) cases in which the disclosure is necessary for any investigation or proceedings;
 - (v) cases in which the personal data is disclosed to any officer of a law enforcement agency, upon production of written authorisation signed by the head or director of that law enforcement agency or a person of a similar rank, certifying that the personal data is necessary for the purposes of the functions or duties of the officer;
 - (vi) cases in which the disclosure is to a public agency and such disclosure is necessary in the public interest; and/or
 - (vii) where such disclosure without the consent of the Individuals or guests is permitted by the PDPA.

5. REQUEST FOR ACCESS AND/OR CORRECTION OF PERSONAL DATA

- 5.1. The Individuals or guests may request to access and/or correct the personal data in the Proprietor's possession or control by submitting a written request to its data protection officer. The Proprietor will need enough information from the Individuals or guests in

order to ascertain their identity as well as the nature of the request, so as to be able to address the request.

- 5.2. For a request to access or correct the personal data of the Individuals or guests, once the Proprietor has sufficient information from the Individuals or guests to deal with the request, the Proprietor will:
 - (i) subject to the PDPA, seek to provide the Individuals and/or guests with the relevant personal data or correct the personal data within 30 days, failing which it will notify the Individuals and/or guests of the soonest practicable time within which it can provide with the information requested or make the correction; and
 - (ii) subject to the PDPA, the Proprietor will send the corrected personal data to every other organisation to which the personal data was disclosed by the Proprietor within a year before the date the correction was made, unless that other organisation does not need the corrected personal data for any legal or business purpose.
- 5.3. Notwithstanding the foregoing, the Proprietor may send the corrected personal data only to specific organisations to which the personal data was disclosed by the Proprietor within a year before the date the correction was made.

6. REQUEST TO WITHDRAW CONSENT

- 6.1. The Individuals and/or guests may withdraw their consent for the collection, use and/or disclosure of their personal data in the Proprietor's possession or under the Proprietor's control by submitting a written request to its data protection officer.
- 6.2. The Proprietor will process the request of the Individuals and/or guests within a reasonable time from such a request for withdrawal of consent being made and will inform the Individuals and/or guests of the likely consequences of withdrawing their consent, and will thereafter not collect, use and/or disclose the personal data of the Individuals and/or guests in the manner stated in their request.
- 6.3. However, the withdrawal of consent could result in the Proprietor's inability to provide the Individuals and/or guests with some services and products of the Club. In this regard, depending on the extent of the withdrawal of consent for the Proprietor to process the personal data of the Individuals and/or guests, it may result in the termination of the membership or other legal consequences which may arise.

7. ADMINISTRATION AND MANAGEMENT OF PERSONAL DATA

- 7.1. The Proprietor will take reasonable efforts to ensure that the personal data of the Individuals and/or guests is accurate and complete, if the personal data is likely to be used by the Proprietor to make a decision that affects the Individuals and/or guests, or disclosed to another organisation. The Individuals and/or guests must also update the Proprietor of any changes in the personal data that the Individuals and/or guests had initially provided with. The Proprietor will not be responsible for relying on inaccurate or incomplete personal data arising from the Individuals and/or guests not updating the Proprietor of any changes in their personal data that the Individuals and/or guests had initially provided.

- 7.2. The Proprietor will also put in place reasonable security arrangements to ensure that the personal data of the Individuals and/or guests is adequately protected and secured. Appropriate security arrangements will be taken to prevent any unauthorized access, collection, use, disclosure, copying, modification, leakage, loss, damage and/or alteration of the personal data. However, the Proprietor is not responsible for any unauthorised use of the Individuals' and/or guests' personal data by third parties which are attributable to factors beyond its reasonable control.
- 7.3. The Proprietor will also put in place measures such that the personal data of the Individuals and/or guests in the Proprietor's possession or under the Proprietor's control is destroyed and/or anonymised as soon as it is reasonable to assume that (a) the purpose for which that personal data was collected is no longer being served by the retention of such personal data; and (b) retention is no longer necessary for any other legal or business purposes.
- 7.4. Where the personal data of the Individuals and/or guests is to be transferred out of Singapore, the Proprietor will comply with the PDPA in doing so. In this regard, this includes the Proprietor obtaining the consent of the Individuals and/or guests unless an exception under the PDPA applies, and taking appropriate steps to ascertain that the foreign recipient organisation of the personal data is bound by legally enforceable obligations to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the PDPA.