

ASSISTED LIVING FACILITIES ASSOCIATION

MEMBERSHIP RULES

The following membership rules (the “**Rules**”) of the Assisted Living Facilities Association (the “**Association**”) are issued by Assisted Living Facilities Association of Singapore Ltd. (the “**Company**”), as approved by the directors of the Company on [].

1. INTERPRETATION

- a. “**Affiliate Member**” means a Member described in section 4(b).
- b. “**Assisted Living Facility**” or “**ALF**” has the same meaning given to it in the Guidelines.
- c. “**Associate Member**” means a Member described in section 4(a).
- d. “**Audit and Accreditation Committee**” means the committee of the Association described in section 5(c).
- e. “**Committee Member**” means a Member of a committee described in section 5.
- f. “**Conflicts Committee**” means the committee of the Association described in section 5(f).
- g. “**Ex officio Members**” means a director of the Company who has been designated by directors of the Company to participate in the Management Committee.
- h. “**Guidelines**” means the “Good Practice Guide” or its successor as published by the Association from time to time.
- i. “**Management Committee**” means the committee of the Association described in section 5(b).
- j. “**Mediation Committee**” means the committee of the Association described in section 5(d).
- k. “**Member**” means a person or party who has been granted membership of the Association in accordance with these Rules.
- l. “**Partnership Committee**” means the committee of the Association described in section 5(e).

2. APPLICATION FOR MEMBERSHIP OF THE ASSOCIATION

- a. The Management Committee shall be responsible for prescribing the application forms to be used and the procedures to be followed by any person who desires to be considered for any class of membership of the Association.
- b. All applications for admissions received by the Association shall be referred to the Management Committee for consideration. Upon such consideration, the Management Committee may:
 - i. approve the applicant for that category of membership;
 - ii. if the applicant in the determination of the Management Committee does not fulfill the criteria set for that category of membership for which the applicant has applied, reconsider the application for another category of membership; or
 - iii. reject the application.
- c. All decisions of the Management Committee shall be final and the Management Committee may refuse membership to any applicant without providing a reason therefore.
- d. The Management Committee shall notify all successful applicants in writing together with a request for payment of any applicable fees and the first annual subscription. No successful applicant shall be registered as a Member until the Management Committee is satisfied that all applicable fees and subscription have fully been paid.

3. CRITERIA FOR MEMBERSHIP

- a. No party shall be invited or be admitted as a Member and the Management Committee shall not consider an application from such party if such applicant:
 - i. is prohibited under the Companies Act, Cap. 50 from acting as a director;
 - ii. is an undischarged bankrupt whether in Singapore or elsewhere;
 - iii. is deemed to be insolvent within the meaning of applicable legislation in Singapore or elsewhere; or

- iv. is, in the opinion of the Management Committee, not a fit and proper person to be admitted as a Member.

4. SPECIFIC CRITERIA

a. *Associate Members*

Admission to the category of Affiliate Members made by an application who at the time of application is a natural person (i.e. individual).

b. *Affiliate Members*

Admission to the category of Associate Members made by an application who at the time of application is not a natural person (e.g. company).

5. GOVERNANCE OF THE ASSOCIATION; COMMITTEES

a. The Association and its activities shall be managed and conducted by the committees described in this section. Each committee shall be entitled to make such rules and regulations for its own meetings and generally, for regulating its own affairs, so long as such rules and regulations are not inconsistent with these Rules and are (in the case of any committee other than the Management Committee) approved by the Management Committee. No Member who is a member of a committee shall participate in the decision-making by such committee where doing so would constitute a conflict of interest between such Member's own interests on one hand and the interests of the committee on the other.

b. *Management Committee*

- i. The Management Committee shall be responsible for:

1. the general management of the business and affairs of the Association in addition to any specific rights and responsibilities set out in these Rules; and
2. the identification of candidates for, and appointment of the members of, each committee described in this section.

- ii. Subject to section (iii) below, the Management Committee shall comprise no fewer than four (4) Members, provided that at least two (2) *Ex officio* Members shall be Committee Members. The Chairman of the

Management Committee shall be selected among *Ex officio* Members by the Company.

- iii. Upon the initial commencement of the Association, the Management Committee shall comprise solely the *Ex Officio* Members, provided that such Committee Members shall procure the constitution the Committee in accordance section (ii) above as soon as reasonably practicable.

c. ***Audit and Accreditation Committee***

- i. The Audit and Accreditation Committee shall be responsible for the auditing and accreditation of Members in accordance with these Rules. Such audit and accreditation shall relate to a Member or applicant for membership's adherence or capability to adhere to the Guidelines in connection with their operation of an ALF. In particular (without limitation), the Audit and Accreditation Committee shall:
 - 1. determine the qualification for persons qualified to conduct audits on behalf of the Association; and
 - 2. establishing dates by which audits of Affiliate Members who operate ALFs must periodically be completed.
- ii. The Audit and Accreditation Committee shall comprise three (3) Members, provided that at least at least one *Ex Officio* Member shall be a Committee Member.

d. ***Mediation Committee***

- i. The Mediation Committee shall be responsible for conducting any mediation of disputes among a Member and the customers of any Assisted Living Facility operated by such a Member, in all cases in accordance with these Rules. In particular (without limitation), the Mediation Committee shall:
 - 1. organize training with relevant providers in order that Members may be accredited by it to provide mediation services as further described in section 7; and
 - 2. review the qualifications of any third party mediators who are not Members in connection with section 7.

- ii. The Mediation Committee shall comprise three (3) Members provided that at least one Member shall be a person who is accredited by a relevant body to provide mediation services.

e. ***Partnerships Committee***

- i. The Partnerships Committee shall be responsible for:
 - 1. reviewing, considering and recommending for the Management Committee's consideration any opportunities for any partnership, fundraising, cooperation, transaction or association between the Association and any third party; and
 - 2. recruitment of new members.

- ii. The Partnerships Committee shall comprise three (3) Members.

f. ***Conflicts Committee***

- i. The Conflicts Committee shall be responsible for reviewing any conflicts between the interests among any of the following:
 - 1. the Association
 - 2. any Member
 - 3. any Assisted Living Facility
 - 4. a customer of an Assisted Living Facility who is a member
 - 5. or any other party that the Conflicts Committee regards as appropriate
- ii. The Conflicts Committee shall comprise three (3) Members, provided that at least one *Ex Officio* Member shall be a Committee Member.

6. AUDIT AND ACCREDITATION

The fees payable to the Association in connection with the audit of Affiliate Members who operate ALFs will be determined by the Management Committee from time to time. The audit engagement letter setting out the terms and conditions under which such audits are conducted shall be in the form set out by the Audit and Accreditation Committee from time to time. Audits may be conducted by way of onsite visits or self-declarations completed by the relevant Affiliate Members under audit.

7. MEDIATION

Members shall, and shall procure that its customer shall, reimburse the Association for any costs incurred by the Association in connection with any mediation between a

Member and its customer or among Members. Where the Association is unable to arrange for mediators accredited by it to conduct a mediation, it may arrange for the mediation to be conducted under the rules of the Singapore Mediation Centre. Any mediation conducted and/or arranged by the Association shall be subject to an agreement to be entered into between the Association and the relevant parties.

8. FEES AND SUBSCRIPTION

- a. The entrance fees and annual subscription payable by Members shall be such an amount as the Management Committee may prescribe from time to time, and the Management Committee may prescribe different entrance fees and subscriptions for the various categories of membership. The Association shall provide reasonable prior notice to any changes to such fees and subscription amounts.
- b. Unless waived by the Management Committee, the annual subscription shall be paid for the entire financial year, irrespective of when membership commences during such financial year. In the case of new applications, payment shall be made at the time of application and in all other cases, within such time as the Management Committee may notify from time to time.

9. TERMINATION OF MEMBERSHIP

- a. A Member shall cease to be a member of the Association if:
 - i. such Member's annual subscription shall unpaid for a period of three (3) calendar months after it becomes due and notice of the default had been given by the Management Committee at any time after the subscription was due, provided that the Management Committee may reinstate all the privileges of membership to such a Member on payment of all moneys in arrears if it thinks fit to do so; or
 - ii. the Member sends a notice in writing to the Management Committee to resign its membership, provided that such Members shall continue to be liable for any annual subscription, arrears and for all other moneys due by them to the Association which remains unpaid at the date of their resignation;
 - iii. such a Member's membership is otherwise terminated pursuant to any Rule in force;
 - iv. the Management Committee determines that a Member's conduct (1) has been in material breach of the Guidelines or applicable law or regulations, (2) may bring the Association into disrepute or (3) is contrary to the aims

of the Association (such as, without limitation, establishing an organization whose business is substantially similar to the Association);

- v. a Member becomes insolvent or is likely to become insolvent in the opinion of the Management Committee;
- vi. it becomes illegal for a Member to continue its membership; or
- vii. the Association is terminated.

10. AMENDMENTS TO RULES

The Rules may be amended by the Management Committee, with such changes being effective upon the amended Rules being placed on the website of the Association. notice

11. LIABILITY

None of the following persons or entities shall be liable to any Member for any loss, damage, injury or delay (including any indirect or consequential loss, including without limitation, any loss of profit) arising from or in connection with the Association or Rules:

- a. the Association;
- b. any employee, officer, agent, adviser or representative of the Association;
- c. the Company;
- d. any director or member of the Company; or
- e. any Committee Member.

12. MISCELLANEOUS

- a. The Association is a data controller in relation to personal data provided to it by Members and their Member's representatives and may collect and use such personal data for the purposes of fulfilling the contractual obligations it owes to its Members and operating the Association in accordance with these Rules. Each Member shall ensure that:
 - i. any Member and all of its Member's representatives in relation to whom personal data are provided to the Association ("Data Subjects") have consented in advance to such data being collected, used, disclosed and processed by the Association, or, if not a natural person, have agreed to procure such consent to the extent necessary

- ii. the disclosure of personal data by the Member or its representatives is in all respects and in each case lawful; and
 - iii. the information set out in this section 12 has been provided to each Data Subject prior to disclosure of personal data relating to such Data Subject to the Association.
- b. The Association shall have the right to disclose personal data to such persons and for such purposes as are set out in section 12(d). The Association and persons acting on its behalf may transfer personal data outside Singapore subject to applicable law.
- c. Data Subjects have the right (subject to applicable law): (i) on payment of a small fee to the Association, to receive a copy of personal data held by the Association; (ii) to have any errors or inaccuracies in such personal data rectified; and (iii) to submit questions to the Association in relation to collection, use or disclosure by the Association of personal data in relation to such Data Subject. Any request should be addressed to the Company's registered office.
- d. Without limitation, the Association may make the following disclosures of information subject to such terms and conditions as the Association may from time to time deem appropriate:
 - i. to a regulatory authority or governmental authority;
 - ii. to any Committee Member in connection with the business or proceedings of a Committee;
 - iii. to any auditor, adviser or expert appointed by the Association or any Committee; or
 - iv. to any person or to the public in connection with the status of a Member's membership in the Association.
- e. All matters connected or related to the Rules or the Association shall be governed by the laws of Singapore, and each Member submits to the exclusive jurisdiction of the courts of Singapore in relation thereto.