

## Membership Agreement

I/We\* (the "Applicant") hereby apply to be a member of the Assisted Living Facilities Association (the "Association") and agree to (i) the terms and conditions as annexed to this Membership Agreement and (ii) the Rules of the Association, in each case in the event of my/our admission to the Association as a Member.

<p>SIGNED by the Applicant</p> <hr/> <p>Name of Applicant (individual or company name) : _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address for service of notice:</p> <hr/> <hr/> <hr/>	<p>SIGNED by Assisted Living Facilities Association of Singapore Ltd. acting on behalf of the Association</p> <hr/> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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## **TERMS AND CONDITIONS**

### **1. DEFINITIONS AND INTERPRETATION**

"Admission Date" means the day on which the Applicant becomes a Member of the Association;

"Company" means Assisted Living Facilities Association of Singapore Ltd;

"Member" has the meaning set out in the Rules;

"Rules" means the rules of the Association as made available by the Association or the Company from time to time, including by posting the same on the website maintained by the Association or the Company; and

"Termination Date" means the date on which the Applicant's membership in the Association has terminated in accordance with the Rules.

### **2. AGREEMENT TO BE BOUND BY THE RULES**

- a. Upon the occurrence of the Admission Date and until the Termination Date:
  - i. the Applicant shall be bound by the Rules as if the same were incorporated into this Agreement and shall have the rights and obligation of a Member as set out in the Rules; and
  - ii. the Association or the Company shall be permitted to enforce the Rules against the Member,

in each case as if the Rules were incorporated into this Membership Agreement.

### **3. REPRESENTATION**

The Applicant represents and warrants that it has obtained all necessary consents, licences, permissions and authorisations necessary to enter into the Membership Agreement and become a Member.

### **4. TERM AND TERMINATION**

This Membership Agreement shall commence on the day on which both the Applicant and the Company has executed the same and shall terminate on the Termination Date.

### **5. AMENDMENT**

This Membership Agreement may be amended by the Company giving reasonable prior written notice of the same to the Applicant.

### **6. ASSIGNMENT**

The Company may assign its rights and obligations under this Membership Agreement to a third party, provided that it has provided the Applicant reasonable prior written notice of the same.

**7. MISCELLANEOUS**

- a. Except as otherwise stated herein, a person who is not a party to this Membership Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of this Membership Agreement
- b. This Membership Agreement may be executed in counterparts, deemed to constitute the one and same instrument.
- c. If any provision of this Membership Agreement is held illegal, unenforceable or unlawful, such provision shall be deemed to be severed from the Membership Agreement and all other provisions shall continue in full force and effect.

**8. GOVERNING LAW; JURISDICTION**

This Membership Agreement shall be governed by the laws of Singapore, and the Applicant and the Company submit to the exclusive jurisdiction of the courts of Singapore.