



BYLAWS OF THE AMERICAN CLUB

Updated September 2025

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INTRODUCTION

As provided in the Constitution of The American Club, the General Committee has adopted these Bylaws to govern the conduct of all users of the facilities of The Club and to stipulate the rules associated with being a Member of The Club. These Bylaws are subject to and are intended to be consistent with the Constitution and may be amended or repealed by the General Committee from time to time. Members violating these Bylaws will be subject to sanctions imposed by the Disciplinary Committee (see Bylaw 2.15: "Bylaw Infractions; Disciplinary Committee"). In these Bylaws, the term "Member" includes the spouse and minor children of a Member unless the context indicates otherwise.

Bylaw Amendment Procedure. In accordance with Article 18 (b) of the Constitution, the Bylaws may be amended or repealed by the General Committee. No vote should be taken on any proposal for amendment of these Bylaws at the first meeting where such proposal is mentioned.

CHAPTER 1:

ACCESS TO AND USE OF THE CLUB

1.1. Hours of Operation

The General Manager, in consultation with the General Committee, determines the hours that Club facilities are open for the use of Members. The opening and closing times of each facility are set forth in the Directory of Services included at the end of these Bylaws and will be communicated to the Members through The Club's monthly magazine, notice boards and/or email correspondence. Changes in hours of operation, including temporary changes during holidays, will be communicated in the same manner.

1.2. Membership Cards

Cards Required. Current valid membership cards are required for admission to The Club and for use of facilities. Members should carry membership cards when on Club premises and show the card when an employee requests them to do so.

- (a) **New Member Orientation.** The Club organizes a Social Mixer for New Members on a quarterly basis. This event aims to introduce new Members to the general membership as well as to get better acquainted with the Club. Management reserves the right to make attendance to the Social Mixer, or any such similar events, mandatory for full election.

1.2.1. Cards Non-Transferable. Membership cards are not transferable. Membership cards remain the property of The Club and should be surrendered to the Membership Office when a Member resigns from The Club or his or her membership is otherwise terminated or expires or when he or she elects Absent Status.

1.2.2. Spouses' and Children's Cards. Spouses of Members and children of Members who are between 12 and 25 years of age are entitled to membership cards upon application of the Member. Evidence establishing relationship to the Member should be provided at the time of application. All charges on a spouse's or child's card are billed to the Member, who is responsible for payment. The provisions of Bylaws 1.2.1, 1.2.2, and 1.2.4 apply to membership cards of spouses and children of Members.

1.2.3. Replacement Cards. The cost of replacing membership cards that have been lost or defaced is shown on the Schedule of Fees included at the end of these Bylaws.

1.2.4. Day Passes. Members, spouses of Members, and children of Members who have Club cards and come to The Club without their cards may obtain day passes from the Concierge Desk. A day pass will be issued upon presentation of photo identification. A maximum of one-day pass will be issued per person, per day. Day passes are not transferable. The charges for a day pass are set forth in the Schedule of Fees. A day pass will not be issued if there is a suspension of charging privileges as specified in the Membership Management System.

1.3. Guests

1.3.1. General. Members may introduce non-members as guests at The Club in accordance with the Constitution and Bylaws. Guests should remain in the company of the sponsoring

Member while on The Club premises. The General Manager has the authority to limit non-member access or specify non-member times for events, outlets, and general areas.

- 1.3.2. Residents of Singapore.** In general, a resident of Singapore who is accompanied by a Member may be introduced as a guest once per month and on special occasions as determined by the General Committee. (See Article 16 of the Constitution for details regarding non-residents, reciprocal clubs, and restrictions.)
- 1.3.3. Unmarried Members' Allowance.** Any unmarried Member of The Club over 18 years of age may introduce one person as a guest to The Club without restriction as to the number of visits per month.
- 1.3.4. Youth Guests.** Youths under 18 years of age to whom Club cards have been issued may introduce two guests at a time. Youths between 18 and 25 years of age may introduce non-member guests in accordance with the Constitution and Bylaws. Guest privileges for youths between 12 and 25 years of age may include residents of Singapore, provided that no Singapore resident be introduced as a guest more than once per month, except as provided in Bylaw 1.3.3.
- 1.3.5. No Guests for Children.** Children under 12 years of age may not introduce guests to The Club. A child under 12 years of age may be the guest of an adult Member or a Junior Member subject to the Bylaw 1.3.1 regarding the frequency of Singapore residents as guests.
- 1.3.6. Reciprocal Members.** Members in good standing of clubs with which The Club maintains reciprocal relationships may, upon appropriate identification, be admitted as guests of The Club for up to three visits to Singapore in a calendar year not exceeding 30 days each. Persons residing in Singapore are not eligible for reciprocal privileges based upon their membership in any club located outside Singapore. Management has the option to deny Reciprocal Club Members for reasons as specified by the General Manager.
- 1.3.7. Limited Reciprocal Arrangements.** The General Committee may from time to time authorize limited reciprocal arrangements with other clubs in Singapore in which members of such clubs may enjoy limited guest privileges at The Club, notwithstanding any limitation contained in Bylaw 1.3.2.
- 1.3.8. Military Personnel.** Active-duty U.S. Military Personnel who are visiting Singapore may be admitted as guests of The Club upon display of a valid military identification card. Management may deny Military Personnel for reasons as specified by the General Manager.
- 1.3.9. Sign-in Required.** Each non-member, including amahs, upon entering The Club premises as a guest, should be registered in the guest register by the Member introducing such guest. Visiting Reciprocal Club Members and eligible Military Personnel may be registered by the Duty Manager or Receptionist.
- 1.3.10. Members Liable for Guests.** Members and parents of youths introducing guests are liable for all debts and actions of the guests at The Club.

- 1.3.11. Discretion as to Guests.** Members should use discretion in ensuring that their guests are presentable and are responsible for the conduct of their guests while on Club premises; and Member failing to do so may be subject to action of the Disciplinary Committee. Members may not, without the express consent of the Club's General Manager, bring: i) Members whose accounts are suspended; or ii) Individuals whose membership was terminated by The Club; to The Club as guests.

1.4. Youth and Children

- 1.4.1. Members Responsible.** Members are personally and financially responsible for the conduct of their children at all times.
- 1.4.2. Restrictions.** Persons under 12 years of age are not permitted on The Club premises except when accompanied by a supervising adult or when attending The Club's camp programs. Children under 18 years of age are not permitted above the ground floor level of the main Clubhouse unless properly attired and for the purpose of dining or attending functions to which children are invited. The General Manager may implement other policies on Junior Member (under 25) usage from time to time.
- 1.4.3. Children in Restaurants.** Children under 18 years of age may be accompanied by and seated with an adult at the same table in The 2nd Floor Restaurant within the guidelines of Bylaw 1.4.4. Adults are responsible for the behavior of their children as consistent with the decorum of the restaurants.
- 1.4.4. The 2nd Floor Restaurant, Lounge and Al Fresco.** Children under 12 years of age are only permitted in The 2nd Floor Restaurant from 11:30 a.m. - 7:30 p.m. on Saturdays, Sundays, and Public Holidays. Children under 12 years of age are not permitted on The 2nd Floor for lunch on Tuesday through Friday. Children under 12 years of age are permitted Tuesday through Friday for dinner, but must be seated between 5:30 p.m. - 6:00 p.m. and must vacate the restaurant by 7:30 p.m.
- 1.4.5. Holidays.** Usage of The 2nd Floor Restaurant by children under 12 years of age on American, Canadian, and Singaporean holidays is at the discretion of the General Manager.
- 1.4.6. Illness.** Members should not be on Club premises if they suspect that they or any member of their family have a contagious illness or disease. They should not return to The Club until free of such symptoms for at least 24 hours. A Senior Manager or Duty Manager will inform the Member or parents to leave The Club if this situation is suspected.
- 1.4.7. No Alcohol.** In accordance with the laws of Singapore, no person under 18 years of age is permitted to consume any alcoholic beverage on Club premises. Any Member who supplies an alcoholic beverage to a person under 18 years of age on the premises of The Club is violating the intent of this Bylaw and may be subject to disciplinary action by the Disciplinary Committee. Members' sons and daughters between 18 and 25 years of age may produce a valid membership card and a picture ID satisfactory to The Club staff prior to ordering alcoholic beverages. Persons under 18 years of age are not permitted in The Club's bars and lounges.

1.4.8. [Reserved]

1.4.9. Children's Discipline. If a child repeatedly behaves in a manner that is inappropriate or detrimental to himself, herself, other children, or staff, the General Manager or Duty Manager will inform the child's parents. If the objectionable behavior continues, the General Manager and/or Duty Manager may refer the adult Member to the Disciplinary Committee.

1.4.10. Youth Code of Conduct. All children of Members applying for a junior membership card are required to read, sign, and submit to the General Manager the following Youth Code of Conduct:

The American Club Youth Code of Conduct

I recognize my use of The American Club ("The Club") facilities is a privilege and not a right. Similar to The Club "rules" that my Parent/Guardian accepted with their application for membership, I accept and agree to the following personal responsibilities while on The Club premises.

- 1) I will abide by all Club Bylaws and House Rules.
- 2) I will treat all Club Members, guests, and staff politely and with respect at all times.
- 3) I will treat the property and premises of The Club with respect. I recognize I will be held responsible for any damages.
- 4) I will behave properly and safely and dress appropriately at all times in all areas of The Club.
- 5) I understand that it is a privilege for me to bring guests to The Club and not a right. Note: Junior Members 12 to 18 years of age: I will bring only two guests at a time. Junior Members 18 to 25 years of age: I may introduce guests in accordance with the Constitution and Bylaws.
- 6) I will accept responsibility for my guests' behavior. I understand my guest privileges may be revoked if my guests or I misbehave.
- 7) I will use the lobby, entrances, and all stairways only for their intended purposes, not as places to loiter ("hang-out") or as play areas.
- 8) I will leave "nuisance items" (as determined by Management and/or the General Committee) at home and not bring them into The Club. If caught using such items, they may be immediately confiscated, and I may be referred to the Disciplinary Committee.
- 9) I will not bring food or drinks from outside vendors onto The Club premises.
- 10) I will refrain from inappropriate "public displays of affection."
- 11) I will refrain from illegal activities while on The Club premises, including but not limited to smoking, drinking (alcohol), using or possessing illegal drugs, weapons, etc.

I will use common sense and my best judgement at all times. When in doubt about what may be appropriate and acceptable, I will ask a staff member or responsible adult for advice. I understand the above items are intended as a general guideline and are not an exhaustive list of what is acceptable conduct while on The Club premises.

I understand my responsibilities under the Youth Code of Conduct. I agree to follow these guidelines in their entirety. I also understand my privileges are linked to my Parent/Guardian's membership, and depending on the frequency and/or severity of the offense, the following consequences may result:

- I may be reprimanded for unacceptable behavior.
- I may be given a verbal or written warning, and my Parent/Guardian may be notified.
- I may be asked to leave The Club premises for the remainder of the day.
- My American Club Youth Card may be revoked temporarily or permanently.
- Some or all of my privileges may be suspended or revoked.
- My Parent/Guardian may be brought before The Club's Disciplinary Committee.

Name of Youth Signature Date

Name of Parent/Guardian Signature Date

1.5. Amahs

1.5.1. Access by Amahs. Household domestic employees of Members, or "amahs," must be signed in by and remain in the presence of the sponsoring Member at all times when on Club premises. However, amahs may be present on Club premises without the sponsoring Member in the following cases, provided that (i) the sponsoring Member has filed written approval with the General Manager; (ii) the General Manager has countersigned such approval; and (iii) the domestic employee carries a copy of such approval and a valid ID with photograph.

- (a) Club Sponsored Classes and Supervised Programs. Amahs will be allowed to deliver children to and pick them up from Club sponsored classes and supervised programs and events at The Club under guidelines established by the General Manager but may not attend such classes or supervised programs or events. Amahs may remain on Club premises during such classes or supervised programs or events only in an area designated by the General Manager for such purpose. Registered Amahs with signing privileges can purchase food and beverage at outlets and during times as designated by the General Manager. Amahs should sign in and out at the Concierge Desk whenever they are in The Club for sponsored classes.
- (b) The Zone Poolside and The Zone Chillout area. Upon authorization by the Member, amahs are permitted to remain in The Zone Poolside or The Zone Chillout area without being in the physical presence of their employer-Member while children under their care are participating in The Zone Poolside or The Zone Chillout area activities. Standard The Zone Poolside charges apply, even if the amah is present. The Member must remain in The Club at all times and the amah may not participate in classes, supervised programs or events (i.e. their physical presence is permitted but their participation is not). Only a Member may sign in a child to the The Zone Poolside or The Zone Chillout area.

1.5.2. Compliance with Bylaws; Member Responsible. While on Club premises, amahs should comply with all restrictions of the Bylaws and Club policies applicable to guests of The Club. If an amah violates any of these Bylaws or causes any damage or injury while on Club premises, the sponsoring Member will be responsible and will bear any related

expenses. The Disciplinary Committee is authorized to sanction any Member who fails to supervise properly his or her amah on Club premises.

1.5.3. Annual Fees for Amah Signing Privileges. An annual administrative fee as specified in the Schedule of Fees will be charged to the Member's account for each amah. Members who apply for amah signing privileges between January 1 and March 31 will be charged 50% of the stated fees, and Members who apply between April 1 and June 30 will be charged 25% of the stated fees, in each case for the period ending June 30. No prorated refund will be permitted for any cancellation prior to July 1.

1.5.4. Procedure for Cancellation of Amah Signing Privileges. Members may cancel the amah signing privilege by notifying The Club in writing on or before September 15 and receive a full refund for the current fiscal year. No refund will be entertained if the September 15 deadline is missed. All refunds will be processed and reflected in the Members' statement of account for October.

1.6. Private Instructors and Coaches

Members are not permitted to bring into The Club professional coaches to provide instruction for sports and recreational activities. Only instructors and coaches who have been contracted through the Fitness and Leisure Department are eligible to conduct lessons at The Club. This restriction also applies to special events hosted by Members at The Club.

1.7. Restrictions on Access

1.7.1. Restricted Areas. No Member or guest may enter the kitchens, storerooms, service areas, or other non-public areas of The Club except with consent of the General Manager or Duty Manager.

1.7.2. Vacating Premises at Closing. Members and their guests should vacate The Club premises at closing time. If any Member or guest remains on Club premises after closing time and after having been requested by Club employees to depart, the Member (or the Member responsible for the guest), in addition to any sanction imposed by The Club's Disciplinary Committee, will be liable for all expenses The Club incurs as a result thereof, including without limitation all related overtime pay for Club staff. The General Committee, upon the recommendation of the Disciplinary Committee, will determine the amount of any such assessment.

1.7.3. Temporary Closure of Facilities. The General Manager may close any and all rooms or facilities of The Club for maintenance, security, or such other purposes, as the General Manager deems necessary or in the best interests of The Club. Members will be appropriately advised of any such closure.

1.8. Function Rooms

By prior arrangement with the General Manager, Members may reserve for private use The Club's function rooms and such other Club facilities as the General Manager in his or her discretion determines, having given due consideration to the demands upon such facilities for Member use. The General Manager may at his or her discretion make an extra charge to Members and their guests for the private use of The Club's function rooms or other facilities. Members reserving facilities for private

use should provide to the General Manager in advance a list of all non-members who will attend such function.

1.9. Payment

1.9.1. Payment. Members' Club cards are accepted for payment at all Club outlets. Members should pay for goods and services at The Club by charging to their Club cards, by cash coupons, or where permitted by these Bylaws, by approved credit cards as listed in Bylaw 1.9.4. Cash should not be offered or accepted as payment for any goods or services at The Club.

1.9.2. Cash Coupons and Credit Cards. Cash coupons, which are not transferable, are available at the Concierge Desk and may be purchased for cash or charged to an approved credit card. The following persons may use approved credit cards or cash coupons to pay for goods and services at The Club:

- (a) Members who have valid membership cards and whose billing accounts are in the process of being closed because the Member is terminating his or her membership;
- (b) Visiting Members (including Absent Members), upon displaying a valid visiting membership card;
- (c) Visiting Reciprocal Club Members upon appropriate identification; and
- (d) Visiting active-duty U.S. Military Personnel, upon display of a military identification card .

1.9.3. Change and Refund. Refunds of unused cash coupons are available at the Concierge Desk within six months of the date of purchase. Change is not given when purchases of goods and services do not meet the exact amount of a coupon.

1.9.4. Credit Cards. The following credit cards are approved for use at The Club in accordance with these Bylaws: Visa, MasterCard, and American Express. The General Manager may from time to time approve other credit cards for use.

1.10. Club Not Liable for Personal Injury or Damage/Loss of Property

All persons using The Club or any of its facilities do so at their own risk. The Club has no responsibility or liability for any injury or fatality to Members, their guests, or family members or for any damage to or loss of property.

1.11. Lost Property

Members who leave articles of clothing or personal property in any part of The Club premises do so at their own risk. A lost and found service is at the Aquatics Counter for non-valuable items and at the Concierge Desk for valuable items. Items turned in to the lost and found section will be retained for a reasonable period of time, to be determined by the General Manager, and may be claimed by any person providing a reasonable description of the lost item. The Club is not responsible for the return of property to any Member or in the event that a person other than the proper owner of an item claims and obtains it. Unclaimed items will be disposed of at the discretion of the General Manager.

CHAPTER 2: RULES OF CONDUCT

2.1. Standard of Conduct

Members should at all times conduct themselves and ensure that their guests, family members and amahs/drivers conduct themselves in a manner that is courteous and respectful of the rights of other Members and their guests and families to enjoy The Club and that is respectful of the dignity of staff members. No Member may, engage in rude behavior or offensive language toward Members, guests, or staff.

2.2. Complaints and Suggestions

2.2.1. Report to General Manager. Complaints or violations of these Bylaws by Club Members, guests, or employees should be reported to the General Manager or Duty Manager immediately.

2.2.2. Procedure for Complaints, Suggestions. Any Member with a suggestion or complaint concerning any employee or any aspect of Club operations or policy may direct his or her comments to the General Manager, Duty Manager, or General Committee, preferably in writing. Suggestion boxes are located throughout The Club premises for this purpose. Members wishing to file complaints with or make suggestions to the General Manager may obtain forms for this purpose at the suggestion boxes or from the Concierge Desk.

2.3. Club Property

2.3.1. Removal. No Member or guest may remove from Club premises any property of The Club or of its employees, vendors, or agents except with consent of the General Manager.

2.3.2. Loss or Damage. Any Member or guest who causes loss of or damage to any property of The Club is subject to an assessment of all costs resulting from such loss or damage (including any costs incurred in repairing or replacing such property). Any such assessment will be determined by the General Committee upon the recommendation of the Disciplinary Committee, in addition to any other sanctions imposed by the Disciplinary Committee as a result of such damage. Members will be held financially responsible for any loss or damage caused by their guests.

2.4. Tipping

2.4.1. Gratuities. No Member or guest may offer or give a tip or other gift to any employee of The Club.

2.4.2. Holiday Fund. The Club will include in each Member's bill once each year a form by which the Member may elect to contribute to The Club staff holiday fund. Any Member who wishes to withhold contributions to the fund may so designate on the form and return it to the Finance Department within the time period specified, in which event no charge for the fund will be levied to such Member's account.

2.5. Electronic Communication Devices

For the comfort and enjoyment of other Members, usage of electronic communications devices is restricted to certain common areas of The Club. Signage and/or Club Staff at each outlet will provide

specific guidance on this topic for Members' awareness and compliance. Members are to use their electronic communications devices in a manner respectful to others and are encouraged to put their devices in silent mode while at the The Club.

2.6. Radios, CD Players, Musical Instruments

No musical instrument, or electronic device which projects sound in a manner heard by bystanders, may be played on The Club premises without the permission of the General Manager or Duty Manager unless used with headphones and in a manner so as not to disturb other Members.

2.7. Dress Code

Dress within the various areas of The Club should conform to the following minimum standards as determined by the General Committee from time to time.

2.7.1. The 2nd Floor Restaurant, Lounge and Al Fresco area. Attire in The 2nd Floor restaurant, lounge and al fresco area should be smart casual:

- (a) Men's shirts should have sleeves and collars. Neckties are not required;
- (b) Jeans may not be overly faded, stressed, or torn;
- (c) No slippers (flip-flops) and no shorts (including Bermuda shorts) are permitted in these areas. Dress shorts are permitted on Sundays for Brunch only. When required, and on an ad hoc basis, exceptions to the aforementioned dress code are permitted when deemed appropriate by the General Manager.

2.7.2. Eagle's Nest/Union Bar & Bowling Alley. Permitted attire in the Eagle's Nest/Union Bar and Bowling Alley includes informal wear. No swimming costumes, muscle shirts, or bare feet are permitted.

2.7.3. Rulings. In the event of any dispute in respect of the form of dress, the General Manager or Duty Manager's ruling will be final.

2.8. Smoking

The Club and all persons using Club facilities should adhere to the restrictions of Singapore law on smoking in public places. Any Member whose violation of Singapore law restricting smoking results in a fine or sanction imposed on The Club or its management will be responsible to The Club for all costs related thereto and will be subject to further sanction by the Disciplinary Committee. Smoking on Club premises is permitted only in The Club designated smoking areas.

2.9. Gambling

Gambling is prohibited on The Club premises except to the extent permitted by Singapore law and under licenses duly granted in accordance with the laws of Singapore.

2.10. Drugs and Weapons

Possession, trafficking, or use of any controlled substance on the premises of The Club and possession of weapons on Club premises are strictly prohibited.

2.11. Food and Beverage

No Member or guest should bring onto Club premises food or beverage for consumption at The Club without the consent of the General Manager or Duty Manager unless such food or beverage is (i) required for medical purposes, (ii) intended for children under 2 years of age, or (iii) is wine or

champagne for which the relevant corkage charge has been paid. Due to food hygiene issues, any items required for a special event require permission for consumption from the Director of Food and Beverage or Duty Manager. The General Manager shall specify a schedule of corkage charges from time to time, which will apply to wine or champagne purchased outside The Club premises or in The Club's retail operation.

2.12. Pets

No animals, except Service Dogs as defined by the American Disabilities Association (ADA) or Assistance Dogs as defined by Singapore's National Parks (NPARKS), Animal & Veterinary Service (AVS), may enter The Club premises without the express consent of the General Manager or Duty Manager.

2.13. Diaper Changing

Facilities for diaper changing are provided in designated restrooms. Diaper changing in public areas is not permitted.

2.14. Breastfeeding

Breastfeeding is permitted in The Club wherever children are welcome.

2.15. Bylaw Infractions; Disciplinary Committee

2.15.1. General Manager Authority. The General Manager or Duty Manager has the authority to instruct any Member or guest who violates the Bylaws to cease and desist or to leave The Club.

2.15.2. Reports. Any Member or employee who witnesses or becomes aware of a violation of these Bylaws is requested to make a written incident report of the matter to either the General Manager or Duty Manager. Incidents may be referred to the Disciplinary Committee.

2.15.3. Disciplinary Committee Sanctions. The Disciplinary Committee shall act on behalf of the General Committee on all matters of conduct and may impose sanctions on any Member Member's guest, or family member found to have violated any Bylaw. Sanctions that may be imposed for a violation of these Bylaws include without limitation a warning letter, suspension of the offender's use of any or all Club facilities for a period up to six months (including suspension of a Member whose guest or family member is the offender), or expulsion from The Club.

2.15.4. Sanctions to be Confirmed by General Committee. Action by the Disciplinary Committee is subject to confirmation by the General Committee at its next meeting following Disciplinary Committee action.

2.15.5. Appeal. Any Member may file a written appeal to the General Committee in connection with Disciplinary Committee action against such Member or such Member's guest or family member. In reviewing any such appeal, the General Committee shall consider, at a minimum, the report of the Disciplinary Committee, any incident report filed by a Member or staff member, and any written statements of the Member or Members involved.

2.15.6. Personal Appearance Option of General Committee. The General Committee may at its discretion, but is not obligated to, entertain a personal appearance by the affected Member at a meeting of the General Committee.

2.15.7. Expulsion. In the event of an expulsion from The Club, the relevant provisions of the Constitution, including the right of appeal, shall apply.

2.16. Photographs and Recordings

No person shall take photographs or make audio or video recordings on Club premises without the advance approval of the General Manager unless such recordings or photographs are exclusively for the private use of Club Members. Except where authorized by the General Manager for Club purposes, the consent of each person to be photographed or recorded should be obtained in advance. Strictly no images of the façade of The Club are allowed. The Club premise is protected by Closed Circuit Cameras and all images are recorded for the purpose of providing a safe clubhouse for Members, guests and staff. The Club may use any and all such images as it sees fit to the extent permitted by Singapore law. The Bylaws do not apply to participants attending a private function in a Club function room.

CHAPTER 3: PARKING

3.1. Parking

3.1.1. Registration. Parking facilities at The Club are reserved for vehicles owned or leased by Members and are required to be registered for these parking privileges. Each Member may register up to three cars provided that no Member registers a car for parking privileges on behalf of another Member or a non-member. Members may park registered cars in The Club's parking area only while the Member remains on Club premises or as determined by the General Manager. Members with three registered cars are only permitted to have two cars in the Club at any one time.

3.1.2. Penalty. If a Member is proven to be not on The Club premises and acting outside the General Manager's requirement for Members' entitlements, The Club will impose the following penalties:

- 1st offence – A verbal warning against such action.
- 2nd offence – A written warning in the Member's File.
- 3rd offence – A suspension of parking privileges for a month for all cars registered.
- Any subsequent offence may be referred to the Disciplinary Committee.

3.1.3. Overnight Parking. In case of emergency or incapacity, a Member may leave his or her car in the car park overnight, provided:

- (a) the car is registered for Club parking privileges; and
- (b) the car is removed from The Club premises prior to 11:00 a.m. on the following day.

Such request may be forwarded to the Duty Manager, and approval is at the sole discretion of the Duty Manager. The approval will be recorded and the car keys kept with Security.

3.2. Car Registration

3.2.1. Application Fees. If a Member wishes to register a vehicle for Club parking privileges, the Member should complete a Car Parking Registration Form and submit it to the Concierge Desk.

3.2.2. Annual Fee. An administrative fee as specified in the Schedule of Fees will be charged to the Member's account for each vehicle registered. As of July 1, of each year, Annual Car Parking Fee renewals will be charged automatically, unless the Member advises The Club he or she does not wish to renew the parking registration.

3.2.3. Procedure for Cancellation of Car Registration. Members may cancel a car registration by notifying The Club in writing on or before September 15 and receive a full refund for the current year. No refund will be entertained if the September 15 deadline is missed. All car registration refunds will be processed and reflected in the Members' statement of account for October.

3.2.4. Pro-rated Fee for Partial Year. Members who register their car/s for parking privileges between January 1 and March 31 will be charged 50% of the stated fees for the first and

second cars, respectively, and Members who register cars between April 1 and June 30 will be charged 25% of the stated fees for the first and second cars, respectively, in each case for the period ending June 30. No prorated refund will be permitted for any cancellation prior to July 1. These Members will be billed the fully stated Annual Car Parking Fee in July for the ensuing 12 months.

- 3.2.5. Change of Vehicle.** In the event that the Member changes his or her vehicle, he or she should notify The Club to cancel the registration of the old car and substitute the registration of the new car. Substitution of registration will be at no additional cost to the Member. All requests are to be either via a telephone call, an email, or in person at the Concierge Desk prior to the vehicle being driven into The Club. The car Identification Unit (I.U.) number and registration number should be provided. Any non-registered car will have to park in the holding area, and the Member will have to proceed to the Concierge Desk to conduct the necessary changes before permission to park on The Club premises is granted.
- 3.2.6. Disposal of Vehicle.** In the event that the Member disposes of his or her vehicle with no replacement, he or she should notify The Club promptly, so the registration will be cancelled and a prorated amount of the Annual Car Parking Fee will be credited to the Member's account.
- 3.2.7. Temporary Car Registration.** Any Member who has a current parking registration but wishes to use a different vehicle temporarily (when, for example, the registered car is undergoing repair) may request The Club to suspend temporarily the registration of the original vehicle and substitute the registration of the temporary vehicle. All requests are to be either via a telephone call, an email, or in person at the Concierge Desk prior to the vehicle entering The Club. The car Identification Unit (I.U.) number and registration number should be provided for the change to take place. Any non-registered car will have to park in the holding area, and the Member will have to proceed to the Concierge Desk to conduct the necessary changes before permission to park on The Club premises is granted. All temporary cars may be registered for a maximum of 14 days.

CHAPTER 4:

BILLING AND PAYMENT OF ACCOUNTS

4.1. Overdue Accounts

4.1.1. General. Articles 15 (c) and (d) of the Constitution provide that Members' accounts are rendered monthly, are due and payable upon presentation, and are considered overdue 30 days after the date of invoice. In order to facilitate collection of overdue accounts, the following policies and procedures will apply.

4.1.2. First Reminder. A letter will be sent to the Member whose account is unpaid 40 days after the date that the monthly statement was rendered. This letter may be computer generated or may be signed by the Accounts Manager.

4.1.3. Second Reminder. A letter will be sent by registered post to the Member whose account is still unpaid 12 days after the date of the First Reminder letter. The letter will be signed by the Finance Director and will state that should full payment of the entire balance due not be received within the following 7 days, all credit privileges will be suspended, and the Member may be posted on The Club Notice Board as a Defaulter.

4.1.4. Posting as a Defaulter.

- (a) If the Member's account remains unpaid 60 days from the date of the mailing of the first account statement, a Suspension Notification Letter will be sent by registered post informing the Member that (i) his or her credit privileges are suspended and (ii) if payment of the overdue amount is not received within 7 days from the date of the Suspension Notification Letter, the Member's name will be posted on The Club Notice Board as a Defaulter.
- (b) If payment of the overdue amount is received in full within such 7 days period, the Member's credit privileges will be restored, subject to payment of a cash deposit as specified in Bylaw 4.1.7.
- (c) If payment of the overdue amount is not received within the 7 days following the Suspension Notification Letter, the Member's name will be posted as a Defaulter on The Club Notice Board, and the Member will be notified of such posting by a Defaulter Notification Letter, which will be sent by registered mail.

4.1.5. Termination and Reinstatement.

- (a) If a Member's account remains unpaid 23 days after the date of his or her posting as a Defaulter, proceedings to terminate his or her membership may be commenced under Article 15 (g) of the Constitution. In the event that the Member is terminated on this basis, the Member may be reinstated with the approval of the General Committee only (i) upon payment of all the overdue amounts, including the full amount of dues for the period of suspension and (ii) subject to the availability of a vacancy in his/her membership category or, in the case of waiting lists for his or her category, subject to clearing such list. In addition, the Member will be required to post an additional cash deposit as specified in Bylaw 4.1.7.
- (b) If payment of the overdue amount is received in full within such 23 days period, the Member's credit privileges will be restored, subject to payment of a cash deposit as specified in Bylaw 4.1.7.

4.1.6. No Access.

- (a) Any member or former member whose account has been suspended may not enter The Club's premises during the period of suspension without the General Manager's prior consent.
- (b) Any former member whose account has been involuntarily terminated may not enter The Club's premises without the General Manager's prior consent.

4.1.7. Deposits. Any deposit required under Bylaw 4.1.4 (b) or Bylaw 4.1.5 shall be in the amount specified in the Schedule of Fees. It will be maintained by The Club and used at the discretion of The Club to satisfy any overdue amounts on future bills of the Member. In such event it shall be "topped up" by the Member promptly on request. Such request should be directed in writing to the Finance Director and will be subject to the approval of the Finance Committee at its discretion. Such deposits shall not bear interest.

4.1.8. Payment Details on File. To safeguard further The American Club against potential loss, Management may, at its discretion, require a Member to maintain a valid form of payment, such as a credit card, on file with The Club. The Club will securely maintain, and hold in strict confidence, Member's payment details. The Member authorizes Management to use the payment details in the event that prior attempts to collect under the provisions of Bylaws 4.1.1 to 4.1.5 have been unsuccessful and the overdue amount is still outstanding.

4.1.9. Refund of Entrance Fee.

- (a) In accordance with Article 15 (b) of the Constitution, any Ordinary Member may apply for a refund of one-half of the Entrance Fee paid if a written resignation is submitted within 12 months of the issuance of a temporary membership card. In the case of any instalment payment scheme, the resigning Member is entitled to the difference between one-half of the total Entrance Fee to be paid as specified in the Schedule of Fees and the actual payment received by The Club.
- (b) In cases where the Entrance Fee actually paid represents less than 50% of the full Entrance Fee as specified in the Schedule of Fees, no refund will be payable to the resigning Member.

CHAPTER 5: ELECTION PROCEDURES

5.1. Election Procedures

- 5.1.1. List of Eligible Voters.** At least 21 days before the date of each General Meeting, the Membership Office will deliver to The Club Secretary an updated list of all Eligible Voters (as defined in Article 17 (b) of the Constitution), including the Designated Voting Nominee for each Corporate Member.
- 5.1.2. Absentee Ballot.** An absentee ballot will be included in the Official Notice of the General Meeting (and distributed to Eligible Voters only) and will consist of:
- (a) A ballot form prepared in accordance with the Constitution and including the text of all proposed resolutions and in the case of the Annual General Meeting, a list of all nominated candidates. Instructions on voting procedures will also be included;
 - (b) A colored inner envelope bearing no identification of the individual voter for enclosing the marked ballot;
 - (c) A second outer envelope in which the colored envelope will be mailed or delivered to The Club. The outer envelope will be pre-addressed to The Club's office. On the back of the outer envelope will be a sticker label on which the Member's name and Club number are pre-printed and a space for the Member's signature.
- 5.1.3. Voters' Log.** Upon receipt of the outer envelope, the General Manager's Secretary will record on a master list of Eligible Voters (the "Voters' Log") that a signed vote has been received from the Member and file all signed envelopes alphabetically.
- 5.1.4. Outer Envelopes Opened.** The signed envelopes will remain sealed until the absentee ballot voting is closed, 24 hours prior to the General Meeting. At that time, The Club Secretary and a representative of The Club's Auditors as a non-interested third party will double check that the name on each envelope has been correctly recorded on the Voters' Log. They will then open the outer envelopes and remove the inside envelopes, which will be held for safekeeping in the custody of The Club's Auditors along with the Voters' Log.
- 5.1.5. Votes Tallied.** On the morning of the General Meeting, The Club's Auditors will open the inside envelopes, count the absentee ballots, record the tally, and return the ballots for safekeeping. Two copies of the tally will be prepared; one will be retained by the Auditors; the other copy will be placed in a sealed envelope (or in the case of separate resolutions, separate sealed envelopes, one for each question to be considered at the General Meeting) and delivered to The Club Secretary at the completion of registration for the General Meeting.
- 5.1.6. Copies of Voters' Log.** There will be five copies of the Voters' Log, which will be used by The Club's staff at registration for the meeting for verification of Eligible Voters who wish to vote in person.
- 5.1.7. Voting Cards at Meeting.** All Eligible Voters who appear at the General Meeting and sign in and who have not previously voted by absentee ballot will receive a colored voting card to indicate their vote at the meeting. Eligible Voters who have cast absentee ballots and who

attend the meeting will be given a voting card of a different color to vote on any question considered at the meeting that was not included on the absentee ballot.

- 5.1.8. **Absentee Votes Counted.** When the floor votes have been counted, the Secretary will open the sealed envelope containing the absentee ballot tally, add the votes recorded on the tally to those cast on the floor of the meeting and announce the election results.
- 5.1.9. **Ballots Retained One Month.** The Voters' Log, tally sheets, and absentee ballots will be retained for one calendar month after the election and be available for inspection by any Eligible Voter. Note that the absentee ballots available for inspection will not bear any identification of the individual Member who cast the ballot.

CHAPTER 6:

TRANSFERABLE MEMBERSHIPS

6.1. Rules Governing Transferable Membership

- 6.1.1. Terms.** Those persons who acquire memberships with transferable status and who are eligible to be Ordinary Members are termed Transferable Ordinary Members. All other persons who acquire memberships with transferable status are termed Transferable Associate Members.
- 6.1.2. Transferable Ordinary Members.** Transferable Ordinary Members have the same rights and privileges as Ordinary Members and are governed by the provisions of the Constitution pertaining to Ordinary Members, except that, subject to the Constitution and Bylaws, their memberships are transferable to any person whom the General Committee in its absolute discretion approves.
- 6.1.3. Transferable Associate Members.** Transferable Associate Members have the same rights and privileges as Associate Members and are governed by the provisions of the Constitution pertaining to Associate Members, except that, subject to the Constitution and Bylaws, their memberships are transferable to any person whom the General Committee in its absolute discretion approves.
- 6.1.4. Transfer Fee.** A Transferable Member may transfer his or her membership in accordance with these Bylaws upon payment of a Transfer Fee specified in the Schedule of Fees.
- 6.1.5. Nomination of Transferee.** A Transferable Member may nominate a person to whom he or she wishes his or her membership to be transferred upon his or her death. Such nomination should be in the form prescribed by the General Committee and obtainable at the Membership Office. Any nomination that is not in the prescribed form will be deemed invalid and will be disregarded by the General Committee unless the General Committee in its absolute discretion decides to waive such irregularity, accept the nomination as valid, and act upon it accordingly. It is the responsibility of the Transferable Member to ensure that his or her nomination is actually received by The Club and that he or she receives a written acknowledgement of receipt issued by The Club. In the event of any uncertainty or dispute as to whether such a nomination form has been duly submitted to The Club, such written acknowledgement of actual receipt shall be deemed conclusive, but evidence of the mere posting of a nomination form to The Club is not sufficient. Where there has been a valid nomination, on the death of the Transferable Member, the membership may be transferred to the person who has been so nominated provided that such nominee is at the time of the proposed transfer approved by the General Committee in its sole discretion to be admitted as a Member of The Club. A transfer pursuant to a valid nomination is free of any Transfer Fee.
- 6.1.6. Transfer of Membership.** The Transfer Fee payable is set out in Bylaw 6.1.5.
- (a) Upon Death of Member.** In the event of a Transferable Member's death where there has been no valid nomination in accordance with Bylaw 6.1.5 or where a nomination has been made but the nominee is not approved by the General Committee, the General Committee may act on the application of the surviving spouse or the executor/s or administrator/s of the estate of the deceased Transferable Member. The

General Committee may in its absolute discretion see fit to transfer the membership to a person nominated by the surviving spouse or the executor/s or administrator/s. Where such person so nominated and acceptable to the General Committee is the surviving spouse or next of kin of the deceased Transferable Member, no Transfer Fee is payable. In all other cases the Transfer Fee as set out in Bylaw 6.1.5 is payable.

(b) Upon Divorce. In the event of a Transferable Member's divorce, the General Committee may act on the application of the Member and/or a court or judge's order to transfer the membership to the spouse. Where such person so nominated is accepted by the General Committee, no Transfer Fee is payable.

6.1.7. General Committee Discretion to Accept Transferee. Notwithstanding the foregoing, no person is entitled to succeed to the membership of a Transferable Member by reason of any law or rules of succession or howsoever. The General Committee is entitled in its absolute discretion to entertain the application of the surviving spouse or of the executor/s or administrator/s of the estate of the deceased Transferable Member and to transfer the membership of a deceased Transferable Member without being liable to any member of the family or other successor of the deceased Transferable Member for any loss or alleged loss suffered by such member of the family or successor as the result of the membership being transferred to some other person.

6.1.8. Rescission. Without prejudice to the foregoing Bylaws, where the General Committee has caused the membership to be transferred to the deceased Transferable Member's surviving spouse, the General Committee nevertheless is entitled, without being liable to compensate the surviving spouse for any loss or alleged loss as a result thereof, to rescind such transfer and re-transfer the membership to some other person who may subsequently apply to the General Committee to have the membership transferred to him or her and who in the absolute discretion of the General Committee is more deserving of such transfer.

6.1.9. Ineligible Transfers. Subject to the conditions and procedures set out in these Bylaws, a Transferable Ordinary Member may transfer his or her membership to a person who is not eligible for Ordinary membership, in which case the transferee becomes a Transferable Associate Member.

6.1.10. Blackout Period. A Transferable Ordinary Member may not transfer his or her membership for a period of 12 months from the date of his election as Transferable Ordinary Member. Any Transferable Ordinary Member who has transferred his or her membership at any time will not be permitted to re-apply for transferable membership.

CHAPTER 7:

ABSENT STATUS

7.1. Absent Status

- 7.1.1. Eligibility to Apply.** Any Ordinary, Service, or Associate Member who expects to be outside Singapore for a continuous period of at least 6 months may apply for Absent Status. No Member will be eligible for Absent Status unless he or she has paid in full all Entrance Fees, monthly dues, and any other amounts due to The Club.
- 7.1.2. Use of Club While on Absent Status.** A Member who has been on Absent Status for at least 6 months and has been continuously outside Singapore during such period may use The Club during up to three temporary visits to Singapore annually, subject to a maximum of 90 days in aggregate in any calendar year. A Member may not use The Club during the first 6 months after commencement of his or her Absent Status. A Member on Absent Status who wishes to use The Club facilities should pay a visiting fee equivalent to the prevailing monthly dues, prorated for the period of his or her visit, but subject to a minimum of 1 week's dues and will receive from the Membership Office a Visiting Member's card to be used during the period of his or her visit.
- 7.1.3. Maximum Period of Absent Status.** Subject to payment of all applicable fees, a Member may remain on Absent Status for up to 5 years, and will remain eligible during such time to reactivate his or her membership upon relocation back to Singapore. A Member on Absent Status may apply to renew such status and, upon payment of all applicable fees and approval of the General Committee, may extend his or her period of absence for successive 5-year periods on such terms and conditions as the General Committee specifies. Renewal of Absent Status is at the discretion of the General Committee, which may from time to time fix a maximum period of eligibility.
- 7.1.4. Reactivating Membership after Absence.** Any Member on Absent Status may apply for reactivation of his or her membership at any time, provided that a Member on Absent Status who returns to reside in Singapore apply for reactivation of his or her membership within 90 days of his or her return. Payment of the reactivation fee of Membership is processed at the Membership office during normal working hours, Monday to Sunday. At this time, an Absentee Member must produce proof of continuous residence outside of Singapore with a letter of reactivation and a completed application form and payment of the reactivation fee, as specified in the Schedule of Fees. The Member's account will then be reactivated. The Member's signing privilege will be restored, and the Member will resume paying monthly dues.
- 7.1.5. Use of Reciprocal Clubs not Applicable.** Any Member who is on Absent Status may not make use of the facilities of other Clubs under the reciprocal Clubs International program.
- 7.1.6. Accounts.** A Member's account will be closed at the time the request for Absent Status is processed. If all outstanding bills have been settled and membership card(s) have been returned, any credit balance will be refunded within one month from the date Absent Status is granted.

- 7.1.7. Cash Coupons.** A Member on Absent Status who is visiting The Club may purchase cash coupons from the Reception Desk in the Lobby or charge Club expenses to an approved credit card. (See Bylaw 1.9.2.)
- 7.1.8. Notice to General Manager.** Members who either resign their Membership or apply for Absent Status must give the General Manager at least two weeks' advance notice so their accounts may be rendered and settled promptly before their departure from Singapore. A service charge as specified in the Schedule of Fees may be levied if insufficient notice is received.
- 7.1.9. Members' Responsibility to Ensure Delivery and Receipt.** It is the responsibility of the Member to ensure that the application for Absent Status is received by The Club and that the Member receives a written acknowledgement of receipt issued by The Club. The mere posting of the application to The Club is not considered as receipt by The Club, and the Member will continue to be liable for payment of all fees even after the requested date for Absent Status.

CHAPTER 8: VISITING MEMBERS

8.1. Eligibility

Visiting Memberships are designed to accommodate eligible persons who are normally non-residents in Singapore and are visiting Singapore for periods of up to 90 days in calendar year. The following are eligible to apply for Visiting Membership, upon the nomination of any Member:

- (a) Any Member who is on Absent Status;
- (b) Children of current Members older than 21 and younger than 25 years of age who are full time students of any recognized educational institution outside of Singapore (documentary proof required) and are temporarily residing in Singapore;
- (c) Visiting relatives (no age restriction) or children of Members over 25 years of age;
- (d) Any person or family of good standing temporarily residing in Singapore.

8.2. Fees

Visiting Members shall pay such weekly or monthly dues as the General Committee from time to time specifies. Current dues and charges for the categories of Visiting Member listed in Bylaw 8.1 are listed in the Schedule of Fees.

8.3. Term

Visiting Membership will, at the discretion of the General Committee, be granted to eligible applicants for periods of up to 30 days. Visiting Membership may be extended to the same person not more than three times in each calendar year, and the aggregate period of Visiting Membership by any person in a calendar year should not be greater than 90 days.

8.4. Temporary Membership Cards

Upon approval of his or her Visiting Member application, the Visiting Member will be issued a temporary membership card, which he or she will be required to produce when using Club facilities, ordering food and beverages, products, or services, or when requested to do so by any member of The Club's staff.

8.5. Rules

Visiting Members are subject to the restrictions of all rules, regulations, and Bylaws pertaining to Members.

8.6. No Guests

Except for his or her spouse and/or his or her minor children, a Visiting Member or visitor (including visiting family members, military guests, their children, parents, etc.) are not entitled to introduce guests to The Club.

8.7. Sponsoring Member Responsible

A current Member who sponsors a Visiting Member is responsible for the conduct as well as any financial liabilities incurred by the Visiting Member.

8.8. Payment

All expenses incurred in The Club by a Visiting Member must be paid with cash coupons or approved credit cards unless the sponsoring Member has made satisfactory arrangements with the General Manager to secure payment of all expenses of the Visiting Member.

8.9. Restrictions

- 8.9.1. Class Reservations.** A Visiting Member may not reserve space in any Club class activity earlier than 48 hours in advance.
- 8.9.2. Parking.** Visiting Members, except for returning Absent Members, are not allowed to register any car. Refer to Schedule of Fees for applicable charges.
- 8.9.3. Competitions.** Visiting Members are not permitted to enter any Club competitions or matches other than those designated as Visiting Member events.
- 8.9.4. Library Deposits.** Visiting Members are required to pay a deposit for the borrowing of library books. Please refer to the Schedule of Fees for applicable charges.

CHAPTER 9: BOWLING ALLEY

9.1. Hours and Fees

The Bowling Alley hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

9.2. Attire and Equipment

9.2.1. Clothing. Members must be properly attired. Men may not wear sleeveless T- shirts, “muscle shirts,” or running shorts, and ladies may not wear tank tops or running shorts.

9.2.2. Equipment. Members may use their own regulation shoes and bowling balls.

9.3. Booking and Cancellation

9.3.1. Advance Booking; No-Shows. One day advanced notice is required for booking of lanes. In the event that a Member does not appear 15 minutes after the booking start time, a “no-show” fee as specified in the Schedule of Fees will be charged to the Member in whose name the reservation was made. This applies for private functions and party bookings as well.

9.3.2. Maximum Time. The maximum booking time per pair of lanes is:

- (a) 2 to 6 bowlers - 2 hours duration;
- (b) 7 to 10 bowlers - 3 hours duration.

9.3.3. Extensions. Booking of lanes or times may be extended subject to availability. If there is a waiting list, it must be restricted to a pair of lanes.

9.3.4. Maximum Lanes. All lanes can be fully booked as determined by Management. This will include but not be limited to tournaments, leagues, events, and private functions.

9.4. Standard of Conduct

9.4.1. Etiquette Rules Posted. Bowlers must observe the etiquette of bowling posted on each scorer console in the Bowling Alley.

9.4.2. Prohibited Conduct. Any bowler who:

- (a) Habitually lofts the bowling ball;
- (b) Commits any act liable to damage the bowling alley or equipment;
- (c) Behaves in an unruly manner in the Bowling Alley;
- (d) Refuses to obey the lawful directions of the manager or staff of the bowling alley;
- (e) Commits a breach of the Bylaws or league rules,

may be subject to review by the Disciplinary Committee, which may include subsequent suspension or a ban from the Bowling Alley.

9.5. Fees

Fees at the prevailing rate as listed in the Schedule of Fees will be charged for each game and for the rental of shoes. Members must bring their own socks, which must be worn with shoes rented from the Bowling Alley.

9.6. Children

Children under 12 years of age are permitted in the Bowling Alley only when accompanied by an adult Member. Any adult taking children into the Bowling Alley accepts full responsibility for the child's safety and behavior and is liable to the General Committee in respect of any damage or injury caused by them and will fully indemnify The Club in respect of any action, claim, or demand arising by reason of their act or default.

9.7. Food and Drink

Only food and drink purchased in the Bowling Alley or provided by The Club may be consumed in the space behind the bowler's area. No food or drink is allowed to be brought to the bowlers' area as defined as being in front of the ball racks

9.8. Guests

Guests may use the Bowling Alley in accordance with Article 16 of the Constitution and Bylaw 1.3. A guest fee as specified in the Schedule of Fees will be charged to the account of the sponsoring Member. Guests must be signed in at the counter in advance of play. Failure to sign in guests in advance will result in a charge equal to two times the normal guest fee to the Members account. For repeat offenses, the Member may be referred to the Disciplinary Committee.

9.9. Equipment

9.9.1. Regulation Shoes Required. Bowlers must use regulation-bowling shoes at all times. Talcum powder may not be placed on the consoles or used on the soles of shoes.

9.9.2. Lockers. Rental lockers are available to bowlers on a monthly basis at fees as specified in the Schedule of Fees. The Club will not be responsible or liable for any lost or stolen items from this area.

9.10. Damage to Equipment

No Member may damage or destroy The Club property by walking on the alleys or interfering with any other equipment under any circumstances. Bowlers must not lean on the scoring consoles or place food or drink on them.

CHAPTER 10: TENNIS COURTS

10.1. Hours and Fees

The Tennis Courts' hours of operation and applicable fees are as stated in the Directory of Services and the Schedule of Fees.

10.2. Attire and Equipment

10.2.1. Clothing. Members must be properly attired. Acceptable clothing includes clean and presentable shirts, T-shirts, shorts, dresses, and socks. Shoes must have non-marking soles.

10.2.2. Equipment. Only approved and appropriate tennis equipment may be used on the courts.

10.3. Booking and Cancellation

10.3.1. Advance Booking. Members may reserve courts up to seven days in advance by telephoning or calling in personally at the Sports Counter. Tennis Professionals may book courts up to four weeks in advance.

(a) One or more courts will be available for priority bookings to Members at such times as specified by the Management. However, if the court/s remains open, the Tennis Professionals are entitled to book them up to three days before their specified lesson time.

(b) The Management can reserve the courts for tournaments, inter club play, or other such activities.

10.3.2. Maximum Time. Each Membership may make advance reservations for a maximum of two hours of court time per day, subject to a maximum of four hours per week. Lessons or team practices are not counted as reservations for that membership. (The week starts on Monday and finishes on Sunday.)

10.3.3. Standby Reservations. Members may also reserve courts on a "standby" basis without that booking being considered part of their four-hour weekly advanced reservation quota. Such bookings must be made in person at the Sports Counter at the time the court is to be used.

10.3.4. Other Members' Bookings. There is no limit on the number of hours a Member may play with other Members who have booked the courts.

10.3.5. No Booking for Others. Reservations on behalf of other Members are strictly prohibited

10.3.6. Cancellation Deadline. Cancellation of court bookings without penalty must be made at the Sports Counter with a minimum notice period as stated in the Schedule of Fees. In the event that the minimum required notice is not given, a cancellation fee as listed in the Schedule of Fees will be charged.

10.4. Etiquette

10.4.1. Tennis Etiquette. Proper tennis etiquette should be followed at all times.

10.4.2. No Overstaying. Players will vacate the courts when their session of play finishes and should leave the court in the same condition as prior to the start of their session of play.

10.4.3. Forfeiture of Reservations. When no player is on the court after 15 minutes from the commencement of the playing period, the court will be forfeited and opened to the next player on the waiting list. A “no-show” fee will be charged to the Member who did not show up.

10.5. Fees

Tennis fees as specified in the Schedule of Fees will apply.

10.5.1. Registration and No Shows. All players need to register at the Sports Counter before the commencement of play within a 15-minute period of the booking time. If no indication is received at the Counter within the first 15-minute, then the “no-show” fee, as specified in the Schedule of Fees, will be applied. Members who repeatedly book courts and fail to either give the minimum cancellation notice or to show up to play at the reserved time may be referred to the Disciplinary Committee.

10.5.2. Guest Fees. A guest fee will be charged for each guest per session at the rate as specified in the Schedule of Fees. The guest fee will be charged to the sponsoring Members account. It is the responsibility of the sponsoring Member to register the guest in advance of play. Failure to sign in guests in advance will result in a charge equal to two times the guest fee. For repeat offenses, the Member may be referred to the Disciplinary Committee.

10.6. Children

- (a) Adults must accompany children under 12 years of age when using the courts. Children in the stands should be under the supervision of an adult.
- (b) Children must be collected at the end of a scheduled class by an adult or amah or wait in the viewing gallery until an adult or amah arrives.

10.7. Food and Drinks

No food is allowed on the courts at any time. Food and drinks are permitted in the viewing gallery.

10.8. Bad Weather

The Management will decide if the courts are unfit for play due to bad weather. Members who have booked court times are responsible for ascertaining suitability for social play or lessons 30 minutes before their scheduled times by contacting the Sports Counter.

10.9. Miscellaneous

10.9.1. Temporary Closure of Courts. The General Manager may close the tennis courts for maintenance or such other purpose as the General Manager deems necessary.

CHAPTER 11: LOCKER ROOMS

11.1. Changing Rooms to be Kept Clean

Members are requested to keep the Changing Rooms clean and the washbasins free of litter and to turn off the water faucets after use.

11.2. Lockers and Towels

Lockers and towels are available from The Club staff at the Sports and Aquatics Counters. In the event a Member or his or her guest fails to return keys and towels, a charge will be assessed against the Member's account, as listed in the Schedule of Fees.

11.3. Children in Changing Rooms

Children 7 years of age or older must use the Changing Room allocated to their respective genders, except that children 12 years of age or younger with special needs or disabled children may, with prior approval of the Duty Manager, use either gender's changing room. Children are not permitted to change outdoors. The lower changing room is reserved for those aged 12 and above; exceptions may be granted with approval from the Duty Manager.

11.4. Club Not Liable for Personal Injury or Damage/Loss of Property

The Club is not responsible for any loss, damage, injury, or mishaps that occur in the Changing Room.

CHAPTER 12: SQUASH

12.1. Hours and Fees

The Squash court hours of operation and applicable fees are stated in the Directory of Services and Schedule of Fees.

12.2. Dress and Personal Equipment

Players must be properly attired. Acceptable clothing includes common squash outfits (shirt or T-shirt, shorts, and socks) as worn during official squash tournaments. They must be clean and presentable. Rackets and balls used must comply with the International Squash Rules of the World Squash Federation. The use of protective eyewear is recommended for all players but is mandatory for players below 16 years of age. All non-marking shoe soles must be white in color. All other colored, non-marking soles are not permitted on the courts.

12.2.1. Marking of Courts. All Members and their guests using the courts must use shoes with non-marking soles. Failure to do so may result in the following:

- 1st offense - A warning letter.
- 2nd offense - A court cleaning charge as set out in the Schedule of Fees and a final written warning letter.
- 3rd offense - A six-month suspension of court usage.

12.3. Booking and Cancellation

12.3.1. Booking. Members may book the squash courts at the Sports Counter or by calling personally. Courts may not be booked more than one week in advance. Each Membership is permitted to book a maximum of two hours per day, subject to a maximum of four hours per week. Additional courts may be booked on a standby basis. The Squash Committee may block courts for official events. To minimize inconvenience, such block bookings will be posted on the Squash Notice Board at least one week in advance.

12.3.2. Cancellation. Courts may be cancelled without penalty at the Sports Counter with a minimum notice as stated in the Schedule of Fees. Failure to give the minimum required notice will result in a cancellation fee as set out in the Schedule of Fees.

12.3.3. Registration and No-Shows. All players need to register at the Sports Counter before the commencement of play within a 15-minute period from the booking time. If no indication is received at the Counter within the first 15-minutes, then the “no-show” fee, as specified in the Schedule of Fees, will apply. Members who repeatedly make court bookings and fail to show up within the first 15 minutes may be referred to the Disciplinary Committee.

12.4. Etiquette

All activities in and around the squash courts must comply with the International Squash Rules of the World Squash Federation and the spirit of this game. The “let” rule shall be correctly applied to minimize the risk of injury.

12.5. Eligibility

All squash activities are open to Members. Children under 12 years of age may use the courts only if accompanied by an adult. In such cases, the adult Member should make the court booking.

12.6. Food and Drink

Food and drinks are not permitted in the courts.

12.7. Guests

Guests must be accompanied by a Member at all times. An additional fee, as shown in the Schedule of Fees, will be charged for guests.

12.8. Equipment

Every possible care must be taken to avoid damage to The Club's squash facilities. Any damage must be reported immediately to the Sports Counter or Duty Manager.

12.9. Miscellaneous

12.9.1. Squash Activity Only. The squash courts and the immediate surroundings are intended for squash activities. Any other activities in this area must be approved by the Fitness and Leisure Director or Duty Manager.

12.9.2. Closing of Courts. The General Manager may close the squash courts for maintenance or such other purpose as may be deemed necessary.

CHAPTER 13:

GYMNASIUM AND FITNESS STUDIOS

13.1. Hours and Fees

The Gymnasium hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

13.2. Guests

13.2.1. Guest Policy. Members may invite guests to the Gym. All guests must abide by the Gym policies and rules as posted on the notice board.

13.2.2. Guest Fees. Guests will be charged the prevailing guest fee as specified in the Schedule of Fees.

13.2.3. Advance Sign-in Required. Guests must be signed in at the Sports Counter before using the Gym. Failure to sign in guests in advance will result in a fee of double the guest fee to be charged to the Member's account. For repeated offenses, the Member will be notified by the Duty Manager and then if necessary be referred to the Disciplinary Committee.

13.3. Youth Users

13.3.1. Proficiency Course Required. All Junior Members under 16 years of age wishing to use the Gym must pass The American Club - Teenage Gym Proficiency Course before being allowed to use the Gym.

13.3.2. Under 12 Years Prohibited. Children under 12 years of age are not permitted to use the Gym. Children must be supervised by an accompanying adult at all times when approaching the Sports Counter.

13.4. Towels

Towels are to remain in the Gym and are to be returned before leaving the Gym. Members must place a towel on the Gym machine before use to ensure the machine is free of perspiration. When signing in at the Sports Counter, please note how many and which towels are being used.

13.5. Attire

- (a) All persons using Gym facilities are expected to be appropriately attired. Whether someone is appropriately attired is at the sole decision of the Gym Manager.
- (b) In the event of any dispute in respect to the form of attire, the General Manager's or Duty Manager's ruling will be final.

13.6. Use at Own Risk

Members are reminded that they enter and use the Gym at their own risk and are requested to replace all equipment in the respective place after use. Members are encouraged to take a physical assessment before exercising. Sports Counter and/or Gym Staff may ask any Member who is new to exercise to complete this form. If a Member does not pass, or declines to do the assessment, then Management reserves the right to not allow use of any area of the Gym. Management may request for approval from a doctor to exercise. A doctor's form would be required to be completed and returned for Management records.

13.7. Posted Rules

Persons using the Gym are required to follow the posted policies and rules. The Gym Staff will have discretion and responsibility to enforce these rules.

13.8. Fitness Studios

13.8.1. Group Fitness. Members attending a class must sign in at the Sports Counter. Members are advised to sign in prior to class but no more than one hour in advance of class start time. If a Member's name is not on the sign-up sheet, then he or she can be "bumped" for a person who did sign in. Members may sign up for two classes in a row.

Please refer to Fitness Studios policies and rules for issues pertaining to safety, scheduling, instructors, and equipment.

CHAPTER 14: SWIMMING POOL

14.1. Hours and Fees

Hours of operation of the swimming pool are as stated in the Directory of Services. Members and guests may use the swimming pool free of charge.

14.2. Attire

Persons entering the pool must wear proper swimming attire. Persons in bathing suits may not enter any part of The Club except the Swimming Pool area and the Changing Rooms. No footwear of any kind is permitted on the apron of the swimming pool.

14.3. Shower Before Entering; Sanitation

Bathers must take a shower and use footbaths before entering the pool. Persons suffering from infections, open wounds, or contagious diseases may not use the Swimming Pool.

14.4. Conduct

Guidelines for behavior at the pool are set out on the pool rules sign. Actions inconsistent with these guidelines may result in disciplinary action.

14.5. Food Service

Food and drink at the poolside will be served and must be consumed at the tables located at the pool, in compliance with regulations of the Ministry of Environment.

14.6. Children

Children under 12 years of age must have the direct presence and supervision of either parents or adults at all times while using the Swimming Pool.

14.7. Weather

Members are advised to leave the pool during a thunderstorm or when requested to do so by Management or the Lifeguard.

14.8. Club Not Liable

Members, their children, and guests use The Club's facilities, including the Swimming Pool at their own risk. The Club accepts no responsibility for any accident or injury to Members or their guests or children.

14.9. Guests

Guests should remain in the company of their sponsoring Member at all times.

14.10. Swimming Classes; Children under 12 years of age

All children under 12 years of age must have a parent or adult authorized by the parent present when using the pool. This includes lessons or other supervised or unsupervised swimming periods. In the absence of the Member, children less than 12 years of age are not allowed to swim before or after their lesson.

CHAPTER 15:

THE SPA

15.1. Hours and Fees

The Spa hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

15.2. Dress and Personal Equipment

15.2.1. Proper Dress. All Members and guests must wear appropriate clothing while undergoing treatments at the Spa.

15.2.2. Personal Items. Members and guests are responsible for their personal belongings.

15.2.3. Gowns and Towels. Facial gowns and towels will be provided to Members during the treatments. These items are Club property and must be kept in the Spa.

15.3. Booking and Cancellation

15.3.1. Advance Bookings. Members are advised to make reservations for any Spa service at least one week in advance.

15.3.2. Membership Card Required. Members must produce their membership card when making appointments in person or provide their membership numbers when making appointments over the telephone, including when booking for guests.

15.3.3. Cancellation Deadline. To avoid a cancellation fee, cancellations or postponements of scheduled appointments must be made at least 48 hours in advance.

15.3.4. Late Cancellation Fee. A cancellation fee of 50% of the price of the scheduled services will be charged if cancellation is less than 48 hours in advance. All “no shows” will be charged at full value of the price of the scheduled services.

15.4. Eligibility

Junior Members are welcome in the Spa.

15.4.1. Hair Salon. Children below 12 years of age must be accompanied by a parent/Member. Junior Members are welcome at all times.

15.4.2. Locker Rooms/Toilets. Children under 12 years of age are not permitted in shower and changing area but are permitted for the use of toilets.

15.5. Conduct/Etiquette

15.5.1. Electronic Communications Devices. For the comfort and enjoyment of other Members, usage of hand phones, PDA phones, BlackBerry devices, and other electronic communications devices is restricted to certain common areas of The Club. Members are advised to be guided by signage at the Spa or as directed by Club staff as to whether usage of such devices is permitted. All Members and guests are required to speak softly in the Spa.

15.5.2. Disciplinary Committee. Any complaint that a Member has misbehaved or refused to turn off his or her electronic device after receiving a warning may be reported to the Disciplinary Committee.

15.6. Complaints

Any complaints regarding therapists or treatments should be reported to the Spa Manager or Fitness and Leisure Director immediately.

15.7. Food and Drink

Food and alcoholic beverages are not allowed in the Spa.

15.8. Guests

15.8.1. Guests; Guest Fees. Members may invite non-members as guests to the Spa in accordance with the Bylaws. Guest fees are as specified in the Schedule of Fees.

15.8.2. Members Responsible for Guests. Members are fully responsible for their guests.

CHAPTER 16: THE ZONE POOLSIDE

16.1. Hours and Fees

The Zone Poolside hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

16.2. Attire

Casual attire is permitted. Swimming or wet attire is not allowed.

16.3. Eligible Age Group

The Zone Poolside drop off will be available to children from 1 to 7 years of age. Children less than 1 year of age must be accompanied by an adult (Parent/Guardian/Amah) at all times while inside The Zone Poolside. Only one adult is permitted for every child that is signed in. Upon authorization by the Member in accordance with Bylaw 1.5.1 (b), amahs are permitted to remain in The Zone Poolside without being in the physical presence of their sponsoring Member. The Zone Poolside charges apply regardless of whether an amah is present.

16.4. Sign-in Requirements

All Members or sponsoring Members must sign in their children and be on The Club premises at all times. All charges will be posted to the sponsoring Member's account.

16.5. Special Needs

Children with needs that require special services beyond those usually necessary to promote children's growth and development, including children with speech problems or developmental delays, are considered "Special Needs" children. The Zone Poolside is not staffed or equipped to serve Special Needs children and is unable to admit them because the staff is not trained to give those children the attention they require. For their own safety and the safety of children around them, Special Needs children may be denied admission to The Zone Poolside at the discretion of Duty Manager and staff.

16.6. Illness/Medication

16.6.1. Illness. Due to the risk of contagion, children who are running a fever or have runny noses and nasal discharge that is not clear in coloration will not be allowed to use this facility. Children with diarrhoea and/or vomiting will not be allowed as well until free of such symptoms for at least 24 hours. Parents will be called to pick up an ill child.

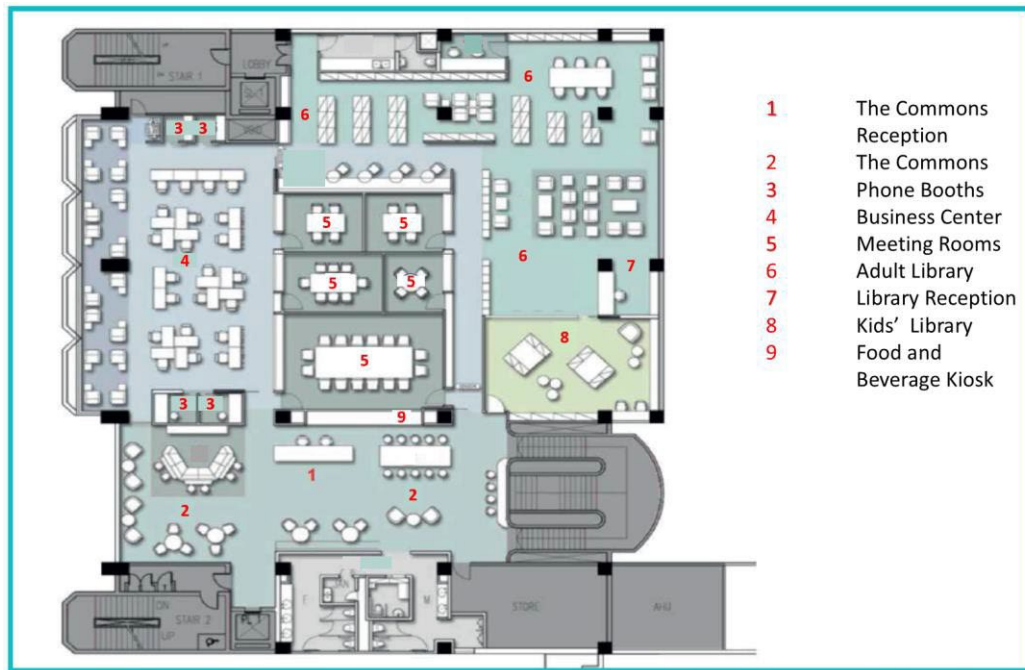
16.6.2. No Medication by Staff. The staff members are not authorized or permitted to administer any form of medication to any child.

CHAPTER 17: THINKSPACE (LIBRARY & BUSINESS CENTER)

General

The staff at Thinkspace manage the day-to-day operations and are empowered to serve Members and their guests based on the Bylaws stipulated in Chapter 17.

Floor plan of Thinkspace



17.1. Thinkspace Hours and Fees

Thinkspace consists of The Commons, The Library (Adult and Kids' Libraries), The Meeting Rooms and The Business Center. The Library and Business Center hours of operation and applicable fees are as stated in the Directory of Services, Hours and Schedule of Fees.

17.1.1. The Commons. The Commons comprises of the reception, a self-service food and beverage kiosk, spaces for social, group study and work.

17.1.2. The Library. The Library (Adult and Kids' Libraries) comprises of the areas 8, 9, 10 and 11 identified in the floor plan.

17.1.3. The Business Center. The Business Center includes work desks and Phone Booths. Please refer to Section A for the Schedule of Fees.

17.1.4. The Meeting Rooms. There is a boardroom and four meeting rooms. Please refer to Section A for the Schedule of Fees.

17.1.5. Event Spaces. The Commons and the Adult Library are spaces that may be converted for Club and Member events.

17.1.6. Member Responsibility. Members and their children are responsible for all materials or equipment and will be required to pay for replacement costs at management’s discretion.

17.2. Food and Drink

Beverages are permissible only in the Adult Library and Business Center. Food and beverages are permissible at the Meeting Rooms and the Commons and in the Adult Library but only during events.

17.3. Children and Teens

The table below provides age guidelines for children and Teens at Thinkspace:

Teens and Children	The Commons	The Business Centre	The Adult Library	The Children's Library
< 8yrs old with an accompanying Adult Member	✓	X	X	✓
≥ 8yrs old and <12yrs old with an accompanying Adult Member	✓	X	✓	✓
8 - 11yrs old	X	X	X	✓
12 - 15yrs old	✓	X	✓	✓
≥ 16yrs old	✓	✓	✓	✓

17.4. Library Loan Policy

All Members holding valid membership cards, including reciprocal, visiting and absentee Members, may borrow materials from The Library. All materials should be checked out or registered with the counter before being taken home. Reciprocal and visiting Members are required to place a deposit as stated in Section B of the Schedule of Fees.

17.4.1. Checkout Periods. Checkout periods are set out in Section B of the Schedule of Fees on the Club’s website and at the Library.

17.4.2. Renewals. Members are eligible for a maximum of two renewals and this can be done in person, by telephone or via the self-checkout service.

17.4.3. Returns. All library materials that have been loaned from the Library are to be returned to the designated drop boxes in the Club, the Concierge Desk, the self-checkout boxes and at the Commons Reception.

17.4.4. Late Charges. Late charges for materials are assessed at daily rates as stated in Section C of the Schedule of Fees. The grace period for loaned items is one day after the due date.

17.4.5. Lost Charges. All library materials are defined as “lost” when a Member reports that he/she is not able to return it or after an item is at least one (1) month overdue. The charges for lost items are as follows:

- (a) Overdue charges as specified as per Section C in the Schedule of Fees from the due date up until the date on which the item is defined as lost, as specified above.
- (b) The Member will be charged the replacement list price for the Library item plus prevailing GST.

At the discretion of the staff at Thinkspace, charges for lost items may be refunded provided the items are found in good condition.

17.4.6. Periodicals.

- (a) Current issues of newspapers and magazines are available for reading at Thinkspace but must be signed out at the Library Reception desk and returned by the member within four hours of being signed out.
- (b) Previous issues are available to be borrowed for a week and can be renewed. Penalties for overdue returns are as prescribed in Section C in the Schedule of Fees.

17.5. Reservation Rules for Books

17.5.1. Placing Reservations. Members may reserve books, DVDs and previous issues of magazines by telephone or in person at the reception counters or at the Library's computer terminals. Members will be required to provide their membership number when calling or presenting their membership cards in person at the time of reservation.

17.5.2. "No-Shows". If reserved item(s) are not picked up within two (2) days after a notice has been sent, the Member will automatically be placed at the bottom of the waiting list.

17.5.3. Notification. Members will be notified via email or SMS when the reserved library materials are available. It is the Member's responsibility to provide the Library staff with updated contact details.

17.6. Book Suggestions

The Library Subcommittee makes suggestions for acquisition of Library books and audio-visual material together with the Library staff. Members who wish to suggest books to the library may scan the QR code that is available in the website and at the Reception Counter at The Commons and Library.

17.7. Printing, Facsimile, Binding Services

Charges for printing, facsimile, binding services will be assessed as per Section D in the Schedule of Fees.

17.8. Decorum

17.8.1. Sound levels.

- (a) Members should converse in normal tones at The Commons. Low voices should be maintained in the Library. The Business Center is a quiet zone.
- (b) Any electronic communication devices should be switched off or set to silent mode while at the Business Center or Library. Phone calls are to be made/taken in The Commons or within the designated Phone Booths within the Business Center.
- (c) Any person at Thinkspace not observing the sound levels may be asked to leave at the discretion of the Duty Manager.

17.8.2. Computer Access. Members who wish to use the available computer terminals are required to log-in at the desktop terminals located in the Business Center. Usage of these terminals is restricted to two (2) hours at each sitting. Any printing and scanning is chargeable as per Section D in the Schedule of Fees.

17.8.3. Personal Belongings. For the convenience of other Members, no belongings are to be left unattended at seats, tables or workstations for more than thirty (30) minutes. Any belongings left unattended for more than thirty (30) minutes will be removed by staff for safekeeping to allow other Members to utilize the facilities. Members may collect them at The Concierge Desk. The Club will not be responsible for personal belongings left at the workstations or cubicles.

17.9. Personal Data

Members should remove any documents containing proprietary information or personal data (Name, Personal ID, Employment Pass, Telephone Number, Fingerprints, etc.) from the printer/photocopier and computers before leaving Thinkspace/Club. The Club is not responsible for any lost or unattended documents or personal data left at the Club.

17.10. Charging of Mobile Devices/Tablets

Members should bring their own charging cables. Usage of available charging ports will be at Members' own risk.

17.11. Meeting Rooms

17.11.1. Advance Reservation of Meeting Rooms or Event Spaces.

- (a) Members may reserve meeting rooms in advance by email, telephone or in person at the reception counter. A membership number is required to make a reservation.
- (b) Charges for reservation of the Meeting Rooms will be assessed as per Section A in the Schedule of Fees. Members are advised to make reservations for any meeting rooms or events spaces at Thinkspace in advance.

17.11.2. Accessing Meeting Rooms. Members who have made reservations will be required to use their membership cards to access the meeting rooms.

17.11.3. Cancellation. A cancellation or postponement of scheduled reservations must be made at least forty-eight (48) hours in advance to avoid a cancellation fee.

17.11.4. Reservation Cancellation Fee for Meeting Rooms & Event Spaces. Cancellations will be subject to a cancellation policy as per Section E in the Schedule of Fees.

17.11.5. Walk-in Usage of Meeting Rooms. With the exception of the Boardroom, Members may walk in and register at the reception desk on a complimentary basis for up to two (2) hours per day, subject to room availability. Should Members extend the usage beyond two (2) hours, it is subject to availability, and charges will apply as per Section A in the Schedule of Fees.

17.12. Walk In Use of Phone Booths

Members may walk in subject to availability and use the phone booths on a complimentary basis for a total of thirty (30) minutes daily by tapping their Membership cards on the reader at the side of the

door for entry and exit. For usage beyond thirty (30) minutes, Members will be automatically charged according to their usage as per Section A in the Schedule of Fees.

17.12.1. Advance Reservation of Phone Booths. A phone booth may be reserved by Members in advance subject to availability by email, telephone or in person at the reception counter. Members are required to provide their membership number at time of reservation. Charges for the reservation of the phone booths will apply as per Section A in the Schedule of Fees.

CHAPTER 18:

THE ZONE

18.1. Hours and Fees

The Zone hours of operation and applicable fees are as stated in the Directory of Services and Schedule of Fees.

18.2. Vandalism

Any vandalism or abuse of computers or other equipment will be referred to the Disciplinary Committee.

18.3. Dress Code and Etiquette

Casual attire is permitted. Swimming and wet clothing is not allowed. Footwear is required. Members and their children are responsible for observing all posted rules including restrictions limiting food and drink. Internet usage must be within generally accepted standards and may be restricted by management or referred to the Disciplinary Committee if deemed inappropriate.

18.4. Children

Children 5 years of age and under are not permitted to use the facilities unless accompanied by a parent unless they are participating in a Club organized program or activity. Members or sponsoring Members must drop off and sign in children who are under 12 years of age and personally pick them up again. All charges will be posted into the sponsoring Member's account.

18.5. Guests

18.5.1. Guest Limits for Youths. Consistent with Bylaw 1.3.4, youths between 12 and 18 years of age to whom Club cards have been issued may introduce two guests at a time.

18.5.2. Guests. Guests who have been properly introduced and signed in may use the facilities. In the case of repeated failure to sign in guests, the Member (or youth) may be referred to the Disciplinary Committee.

18.6. Member Responsibility

Members are responsible for the conduct and behavior of their children, amahs and guests. All infractions of these Bylaws will be referred to the Disciplinary Committee.

CHAPTER 19:
[Reserved]

CHAPTER 20: COMMUNITY OFFICES CENTER

20.1. Leases for Office Space

The Club shall lease office space to Canadian and American community organizations upon formal request by the organization and upon approval of the General Committee.

20.2. Access to Non-Members

The Club will grant access to the Community Office Center by non-members of The American Club by a mutually agreeable identification system. Except as provided in Bylaw 20.4, non-members of The Club are required to confine themselves to the facilities specifically set aside for their use in the Community Offices Center.

20.3. Meeting Rooms

Meeting Room facilities may be booked by American and Canadian community organizations in line with current procedures for booking by Members. Payment for food and beverage services in the Meeting Rooms is the responsibility of the organization that books the facility.

20.4. Cash Coupons for Non-Members

Payment for and availability of cash coupons for non-members who require food and beverage services will be undertaken at the Concierge Desk in the main lobby between 7:00 a.m. and 11:00 p.m. from Monday to Friday. These coupons are to be used only at the Poolside Terrace and at Thyme for takeaway. Food may be consumed at the Poolside Terrace or purchased on a takeaway basis. The Club's intention is to provide this service to non-members only during times that they are working at the Community Offices Center. Other modes of payment will be determined by the General Manager.

CHAPTER 21:

GENERAL COMMITTEE PROCEDURES

21.1. Meetings

21.1.1. Regular Meetings. The General Committee shall meet at least once each month, at scheduled times. In addition, the General Committee may meet at other times subject to the call either of the President or of at least five members upon at least 48 hours' notice to all members of the General Committee of the time, place, and agenda.

21.1.2. Decisions. Motions shall be decided by simple majority vote of the General Committee voting in session, provided that between meetings the President or five (5) members of the General Committee may put forth a proposed motion to the General Committee for a vote via electronic means and any such proposed motion shall require approval by two-thirds of the entire General Committee who are entitled to vote in order to pass. Minutes of each meeting should reflect what transpired at the meeting and include the results of all votes taken(i) at such meeting, and (ii) via electronic means between such meeting and the previous meeting.

21.1.3. Open Meetings. Any Member or spouse of a Member may, by providing at least two (2) business days prior notice, observe, as a guest, meetings of the General Committee except during executive sessions; provided, however, that in the case of an extraordinary meeting of the General Committee that has been called with at least 48 hours prior notice pursuant to Bylaw 21.1.1 (Regular Meetings), any Member or spouse of a Member may, by providing notice before 5.00pm (Singapore time) on the preceding day of such extraordinary meeting, remotely observe as a guest such extraordinary meeting of the General Committee except during executive sessions. Such guests will be allowed to ask questions or speak at the invitation of the Chair, and the Chair shall ensure they are provided such opportunity. The time, place and scheduled agenda of General Committee meetings shall be publicized on the Club's notice board and website, however, no action of the General Committee will be rendered invalid simply because of any failure to publicize a meeting appropriately. For clarity, the General Committee shall make reasonable efforts to accommodate all Members (or their spouses) who request to observe a General Committee meeting.

21.1.4. Executive Sessions – Permitted Topics. Executive sessions will be used only when the subject matter under discussion is related to (a) legal matters, (b) personnel issues, (c) terms of large value contracts or contemplated transactions (e.g., the purchase or sale of real estate), (d) proposed disciplinary action against a member, (e) sensitive topics covered by the Finance Committee or Membership Committee, or (f) other matters of similar sensitivity as determined by a simple majority vote of the General Committee.

21.1.5. Executive Sessions – Procedure. The General Committee shall enter executive sessions whenever during an open meeting the chair declares an executive session and states the general nature of the topic to be discussed. Any General Committee member may request an executive session, but authority to declare the session is vested in the chair (subject to override by simple majority vote of the members present). Where feasible, announcement of executive session should be listed on the agenda. Discussion in executive session shall be limited to those topics for which executive session is

authorized. Upon decision of the chair (subject to override by majority vote of those present), non-members of the General Committee may be specifically invited to attend the executive session to provide information needed for the discussion. The General Committee meeting minutes shall record the general nature of all topics discussed during an executive session.

21.1.6. Agenda Control. The General Committee is the sole authority over its own agenda. The chair will exercise this control on behalf of the General Committee. By simple majority vote, the General Committee may, on motion of any member add or delete business from the agenda. Normally, material related to the agenda will be distributed to each General Committee member with adequate lead-time for preparation.

21.1.7. Agenda Content. Only those issues which are within the General Committee's scope of responsibility shall consume General Committee time. That is, the General Committee will work only on the General Committee's job, not on the staff's jobs, although the General Committee may review staff performance against General Committee policies at any time it wishes.

21.1.8. Preparation and Participation. General Committee members are obligated to prepare for meetings and to participate productively in a discussion, always within the boundaries of discipline established by the General Committee.

21.2. Officer Responsibilities

21.2.1. General. Officers of the General Committee are in the service of the General Committee. As such they are bound by General Committee wishes and by limits of General Committee authority. The officers may hold Executive Committee meetings with the General Manager for purpose of preparing the forthcoming agenda and other pre-General Committee work (as defined by its policy on Committee Process), but they may not act in place of the General Committee, except as it specifically delegates. The General Committee shall be provided with advance notice of any Executive Committee meetings, and minutes of any Executive Committee meetings shall be shared with the General Committee within 24 hours.

21.2.2. President. The President is to assure the integrity of General Committee processes including effectiveness of meetings and the General Committee's adherence to its own rules. The presidential succession, in cases of temporary absence of the President, is the Vice President, the Treasurer, and the Secretary. In the absence of the President, the term "President" shall be construed to apply in due turn to this succession of officers.

21.2.3. Vice President. The Vice President will act in the absence of the President. The Vice President will oversee Member expressions of interest and participation in Standing Committees, Subcommittees, and Ad Hoc Committees. The Vice President may delegate such oversight responsibilities to another Executive Committee member with General Committee approval. The Vice President also will undertake, at the request of the General Committee, to measure the performance of management in specified areas of operation.

21.2.4. Treasurer. The Treasurer is to perform duties in connection with finances of the Club as may be required by the General Committee. Duties of the Treasurer will neither lessen

nor add to the General Manager's accountability to (and only to) General Committee policies on fiscal conditions and budgeting.

21.2.5. Secretary. The Secretary, by affixing his/her signature, shall attest formally to the legitimacy of General Committee documents. The Secretary will oversee the preparation of minutes of General Committee meetings and General Meetings. The Secretary also is responsible to the General Committee for reporting on and noting any inconsistencies of General Committee actions and for administration of election procedures, including the distribution of official notices of General Meetings.

21.3. Role of Individual Members of the General Committee

21.3.1. No Individual Authority. The General Committee as a body has authority under the Constitution to manage the Club on behalf of the Members. No individual member of the General Committee, or group of members of the General Committee, is granted any authority under the Constitution except the President, who is authorized to chair meetings, and the Secretary, who is authorized to post minutes of meetings and send notices. Therefore, except when acting in a meeting of the General Committee, no General Committee member has any greater authority than a non-member of the General Committee. Management is answerable to the General Committee as a body, not to individual General Committee members. Consequently, no member of the General Committee shall attempt to exercise authority within the Club unless explicitly delegated to do so by the General Committee. When interacting with management or staff, individual General Committee members must recognize that as individual members they have no authority over staff and must not interfere with staff operations.

21.3.2. Communications with Members, Staff, and Press. Although all General Committee members are obligated to register differences of opinion on General Committee issues at the General Committee level as passionately as desired, individual members may not direct their differences of opinion to members or staff in a manner which would create dissension or polarization in the Club or undermine a decision of the General Committee majority. General Committee members' interactions with membership, press, or other entities must recognize that as individuals they have no authority to speak for the General Committee unless specifically authorized by the General Committee. General Committee members are, however, encouraged to communicate and explain established policies and positions previously endorsed by the General Committee. General Committee members may also bring member issues to the attention of the General Committee if they feel that it warrants consideration of a special review, bylaw, or policy change. Members will not individually render judgments of management or staff performance apart from compliance with General Committee policies as monitored by the General Committee as a body.

21.4. Appointment of Unelected General Committee Members

21.4.1. Co-opted members of the General Committee. The General Committee may appoint co-opted members who shall have no voting rights on the General Committee. Co-opted members shall be appointed and approved by the General Committee annually, preferably in the first month of the fiscal year, for one-year terms. No co-opted General Committee member may serve on the General Committee for more than four (4) full consecutive terms (i.e. four (4) full consecutive fiscal years of The Club).

21.4.2. Designated representatives of the American Association of Singapore, the American Women's Association and the Canadian Association on the General Committee. In the event the president of an association is not eligible to serve on the General Committee or chooses not to serve on the General Committee, such association president shall notify the General Committee in writing of his or her intention to designate a representative to the General Committee, subject to the following:

- Any proposed designee from an association shall be subject to the approval of the General Committee.
- In the event the president of one of these associations who is a member of the General Committee is no longer serving in the role of president of that association, that individual shall resign from the General Committee and the president of that association shall either take up the available position on the General Committee or notify the General Committee of the intention to designate a representative, which shall be subject to the approval of the General Committee.
- Notwithstanding the foregoing, any representative designated by the president of an association shall be approved by the General Committee annually for one-year terms and may not serve on the General Committee for more than four (4) full consecutive terms (i.e. four (4) full consecutive fiscal years of The Club).

CHAPTER 22:

PROCEDURES FOR STANDING COMMITTEES, SUBCOMMITTEES AND AD HOC COMMITTEES

22.1. Definitions; Authority to Act for the Club

22.1.1. Definitions.

- (a) A “Standing Committee” is a committee established by the General Committee to discuss a specific part of the Club’s operation and make recommendations regarding same to the General Committee.
- (b) A “Subcommittee” is a committee established by the General Committee or, with the General Committee’s prior written consent, by a Standing Committee with regards to a specific aspect of the Standing Committee’s area of interest.
- (c) An “Ad Hoc Committee” is a committee established by the General Committee, for a special purpose as specified by the General Committee. The General Committee must specify the time period under which it will operate.

22.1.2. Authority to Act. Authority to act on behalf of the Club rests with the General Committee as described in the American Club’s Constitution. The General Committee is responsible for the management of the Club and its assets and may delegate to a General Manager responsibility for day-to-day operations of the Club.

22.2. General Committee to Establish Standing Committees, Subcommittees and Ad Hoc Committees

22.2.1. Establishing Standing Committees. The General Committee will establish Standing Committees as it deems appropriate. Standing Committees and their areas of focus are generally described in Chapter 23, and may be amended from time to time to permit changes in the nature and context of the Club’s Standing Committees generally. The General Committee will appoint the Chair of all such Standing Committees from General Committee Members, with the exception of the Disciplinary Committee. The General Committee will limit each Member’s and General Committee Member’s involvement to two (2) Standing Committees only, not to include the Executive Committee and the Strategic Planning Committee. All Standing Committees and their Chairs shall operate under the direction and guidance of the General Committee. Standing Committee Chairs will liaise with, and select volunteers from, those Members who have expressed an interest in serving on their respective Standing Committee, except in the case of the Disciplinary Committee, whose volunteers shall be drawn by lot pursuant to Bylaw 23.11.1. Standing Committee Chairs will work with the support of the management representative assigned to their committee.

22.2.2. Establishing Subcommittees. Each Standing Committee may ask the General Committee to create Subcommittees to address matters of specific interest to the relevant Standing Committee. The General Committee may establish or deny such Subcommittee requests as it sees fit. If a Subcommittee is established (and with regards to its subsequent operation), the Standing Committee may recommend the appointment of Subcommittee Chairs. The Chairs of each Subcommittee, however, will be appointed by the General Committee. All Subcommittees and their Chairs shall operate under the direction and guidance of the Standing Committee that oversees it. Subcommittee Chairs will liaise with, and select volunteers from, those Members who have expressed an interest in

serving on their respective Subcommittee. Subcommittee Chairs will work with the support of the management representative assigned to their committee.

22.2.3. Establishing Ad Hoc Committees. The General Committee may, from time to time, establish Ad Hoc Committees. Such Ad Hoc Committees and their Chairs shall operate under the direction and guidance of the General Committee. Such Committees authority will be carefully stated in order not to conflict with the authority delegated to Club Management. Any such Ad Hoc Committees will assist the General Committee chiefly by preparing policy alternatives and implications for General Committee's deliberation and shall not advise staff. Ad Hoc Committees and their Chairs shall operate under the direction and guidance of the General Committee. Ad Hoc Committee Chairs will work with the support of the management representative assigned to their committee.

22.2.4. [Reserved]

22.2.5. [Reserved]

22.2.6. [Reserved]

22.2.7. Limitation on Composition of Committees. Each Standing Committee, Subcommittee, and Ad Hoc Committee can have only one of:

- (a) an individual
- (b) their legal spouse and
- (c) their family member who is a Junior Member,

as a member of that Standing Committee, Subcommittee or Ad Hoc Committee.

22.2.8. Limitation Relating to Subcommittees and Ad Hoc Committees. Where a Standing Committee has any Subcommittee or Ad Hoc Committee under or reporting to it, that Standing Committee and such Subcommittee(s) and Ad Hoc Committee(s) can have, collectively, only one of:

- (a) an individual
- (b) their legal spouse and
- (c) their family member who is a Junior Member,

as a member of that Standing Committee and Subcommittee or, as the case requires, that Standing Committee and Ad Hoc Committee.

22.2.9. Direction and Guidance by General Committee. All Standing Committees, Subcommittees, and Ad Hoc Committees, and their Chairs shall operate under the ultimate direction and guidance of the General Committee. No Standing Committee, Subcommittee, and Ad Hoc Committee or their Chair shall have authority to make decisions of policy or operational matters. The General Committee may terminate any Standing Committees, Subcommittees, or Ad Hoc Committees at any time for any reason.

22.2.10. Annual Review. In the last meeting of each fiscal year, the General Committee will review the relevance and role of each Standing Committee, Subcommittee, and Ad Hoc Committee.

22.2.11. Limitation of Terms of Chairs and Members of Committees.

- (a) No Member may serve as the Chair of a Standing Committee, Subcommittee or Ad Hoc Committee for more than four (4) full consecutive terms (i.e. four (4) full consecutive fiscal years of the Club) as Chair of such Standing Committee, Subcommittee or Ad Hoc Committee.
- (b) No Member may serve on a Standing Committee, Subcommittee or Ad Hoc Committee for more than six (6) full consecutive terms (i.e. six (6) full consecutive fiscal years of the Club).

22.3. Standing Committee Procedures

22.3.1. Standing Committee Members. Standing Committee Chairs will identify volunteers for such committees from the expressions of interest received from Members. The General Committee may, by simple majority vote of the total members, remove any Chair or Member of a Standing Committee at any time for any reason.

22.3.2. Reporting Structure of Standing Committees. Members of Standing Committees report to the Chair of the Standing Committee on which they serve, subject to the overall authority of the General Committee.

22.3.3. Standing Committee's Role. Standing Committees are advisory in nature. They exist solely to provide the General Committee with feedback and recommendations pertinent to the Standing Committee's designated area of focus as described in Chapter 23. Standing Committees are not entitled to make policies or decisions regarding the operations of the Club.

22.3.4. Standing Committee Chairs; Term of Members' Tenure on Standing Committee. The Chair and the members of each Standing Committee shall be appointed and approved by the General Committee annually, preferably in the first month of the fiscal year, for one-year terms. The Chair of each Standing Committee shall appoint members to the Standing Committee from the expressions of interest received from Members, , except in the case of the Disciplinary Committee. The appointment of any new member must be approved by the General Committee. The Chair of a Standing Committee shall have discretion to remove any member from her or his Standing Committee at any time for any reason subject to the approval of the General Committee. Members who are removed from a Standing Committee by its Chair may appeal such decision to the General Committee whose decision regarding any such removal will be final. Members may not serve more than two successive one-year terms on any one Standing Committee without approval of the General Committee.

22.3.5. Standing Committee Chairs. The General Committee will appoint the Chair of all such Standing Committees from General Committee Members, with the exception of the Disciplinary Committee, who shall be appointed pursuant to Bylaw 23.11.1. All Standing Committees and their Chairs shall operate under the direction and guidance of the General Committee. Except with respect to the Disciplinary Committee, Standing Committee Chairs will identify volunteers from the expressions of interest received from Members to serve as Vice Chairs and committee members. Standing Committee Chairs

will work with the support of the management representative assigned to their committee.

22.3.6. Standing Committee Vice Chairs. The Chair of each Standing Committee shall recommend to the General Committee one (1) or more Vice Chairs for approval by the General Committee. The Vice Chairs need not be a member of the General Committee.

22.3.7. Standing Committee Meetings; Agenda; Minutes. Standing Committees should meet as deemed necessary by the General Committee to discuss matters of interest to the Standing Committee pursuant to an agenda prepared by the Standing Committee's Chair. Members of the Club's management whose functions are relevant to the Standing Committee's area of interest should participate in such meetings. Chairs should endeavor to make agendas for each meeting of a Standing Committee available to the Standing Committee's members and affected Club management at least two days before the meeting. Minutes of each meeting should be taken and should reflect what transpired at the meeting. The minutes should not be verbatim but should summarize all significant discussion and action taken, serving as a historical record of what the Standing Committee has done, who was in attendance, and what recommendations it has made to the General Committee. A copy of the minutes of each Standing Committee meeting should, promptly upon approval by the Standing Committee, be forwarded to the General Manager for distribution to the General Committee and placement in a binder maintained by the General Manager.

22.3.8. Standing Committee Recommendations to the General Committee; Communication. Following its meetings, each Standing Committee Chair shall update the General Committee on recommendations made by the Standing Committee's members. Recommendations by the Standing Committee to the General Committee must be predicated upon the agreement by a simple majority of the total members of the Standing Committee. The Chair shall subsequently inform its Standing Committee's members of any decisions made by the General Committee that affect the Standing Committee.

22.4. Subcommittee Procedures

22.4.1. Subcommittee Members. Subcommittee Chairs will identify volunteers for such committees from the expressions of interest received from Members. The General Committee may, by simple majority vote of the total members, remove any Chair or member of a Subcommittee at any time for any reason.

22.4.2. Reporting Structure of Subcommittees. Members of Subcommittees report to the Chair of the Subcommittee on which they serve, subject to the overall authority of the General Committee.

22.4.3. Subcommittees' Role. Subcommittees are advisory in nature. They exist solely to provide their respective Standing Committee with feedback and recommendations pertinent to the subject matter of the Subcommittee and its Standing Committee. Subcommittees are not entitled to make policies or decisions regarding the operations of the Club. They are also not entitled to directly communicate with the General Committee without leave to do so from the General Committee itself.

- 22.4.4. Subcommittee Chairs; Term of Members' Tenure on Subcommittee.** The Chair and the members of each Subcommittee shall be appointed and approved by the Standing Committee to which the Subcommittee reports annually, preferably in the first month of the fiscal year, for one-year terms. The Chair of a Subcommittee shall appoint members to the Subcommittee from the expressions of interest received from Members. Notwithstanding the foregoing, the appointment of any new member must be approved by the General Committee. The Chair of a Subcommittee shall have discretion to remove any member from her or his Subcommittee at any time for any reason subject first to the approval of the Standing Committee Chair under which the Subcommittee sits and second, the General Committee. Members who are removed from a Subcommittee by its Chair may appeal such decision to the General Committee whose decision regarding any such removal will be final. Members may not serve more than two successive one-year terms on any Subcommittee without the approval of the General Committee.
- 22.4.5. Subcommittee Chairs.** Chairs of each Subcommittee will be appointed and approved by the General Committee. All Subcommittees and their Chairs shall operate under the direction and guidance of the Standing Committee that oversees it. Subcommittee Chairs will identify volunteers from the expressions of interest received from Members to serve as Vice Chairs and committee members, and are responsible for maintaining timely communications and updates with the Standing Committee under which it sits regarding such. Subcommittee Chairs will work with the support of the management representative assigned to their committee. A Chair of a Standing Committee cannot concurrently be appointed as the Chair of a Subcommittee or Ad Hoc Committee that reports to, or is under, such Standing Committee.
- 22.4.6. Subcommittee Vice Chairs.** The Chair of each Standing Committee shall recommend to the General Committee one (1) or more Vice Chairs for approval by the General Committee. The Vice Chairs need not be a member of the General Committee. A Chair of a Subcommittee or Ad Hoc Committee cannot concurrently be appointed as the Chair of the Standing Committee that the Subcommittee or Ad Hoc Committee is under or to which that Subcommittee or Ad Hoc Committee reports.
- 22.4.7. Subcommittee Meetings; Agenda; Minutes.** Subcommittees should meet as deemed necessary by the General Committee to discuss matters of interest to the Subcommittees pursuant to an agenda prepared by the respective Subcommittee's Chair. Members of the Club's management whose functions are relevant to the Subcommittee's area of interest should participate in such meetings. Chairs should endeavor to make agendas for each meeting of a Subcommittee available to the Subcommittee's members and affected Club management at least two days before the meeting. Minutes of each meeting should be taken and should reflect what transpired at the meeting. The minutes should not be verbatim but should summarize all significant discussion and action taken, serving as a historical record of what the Subcommittee has done, who was in attendance, and what recommendations it has made to its Standing Committee. A copy of the minutes of each Subcommittee meeting should, promptly upon approval by the Subcommittee, be forwarded to the Standing Committee Chair for review before distribution to the General Committee and placement in a binder maintained by the General Manager.

22.4.8. Subcommittee Recommendations to the affected Standing Committee; Communication. Following each meeting, each Subcommittee's Chair shall update the Standing Committee under which it serves on recommendations made by the Subcommittee's members. Recommendations by a Subcommittee to a Standing Committee should be predicated upon the agreement by a simple majority of the total members of the Subcommittee. The Chair of the Subcommittee shall subsequently inform its members of any decisions made by the Standing Committee or General Committee that affect the Subcommittee.

22.5. Ad Hoc Committee Procedures

22.5.1. Ad Hoc Committee Members. Ad Hoc Committee Chairs will identify volunteers for such committees from the expressions of interest received from Members. The General Committee may, by simple majority vote of the total members, remove any Chair or member of an Ad Hoc Committee at any time for any reason.

22.5.2. Reporting Structure of Ad Hoc Committees. Members of Ad Hoc Committees report to the Chair of the Ad Hoc Committee on which they serve, subject to the overall authority of the General Committee.

22.5.3. Ad Hoc Committees' Role. Ad Hoc Committees are advisory in nature. They exist solely to provide the General Committee with feedback and recommendations pertinent to the designated area of focus as defined by the General Committee. Ad Hoc Committees will assist the General Committee chiefly by preparing policy alternatives and implications for the General Committee's deliberation and shall not advise staff. Ad Hoc Committees are not entitled to make policies or decisions regarding the operations of the club. Ad Hoc Committees may not be appointed to perform a task that falls within the assigned function of an existing Standing Committee. Ad Hoc Committees and their Chairs shall operate under the direction and guidance of the General Committee.

22.5.4. Ad Hoc Committee Chairs; Term of Members' Tenure on Ad Hoc Committees. The Chair and members of each Ad Hoc Committee shall be appointed and approved by the General Committee, as and when the General Committee decides the creation of an Ad Hoc Committee is needed for a term to be defined and approved by the General Committee. The Chair of an Ad Hoc Committee shall appoint members to the Ad Hoc Committee from the expressions of interest received from Members. The appointment of any new member must be approved by the General Committee. The Chair of an Ad Hoc Committee shall have discretion to remove any member from her or his Ad Hoc Committee at any time for any reason subject to the approval of the General Committee. Members who are removed from an Ad Hoc Committee by its Chair may appeal such decision to the General Committee whose decision regarding any such removal will be final. Members may only serve for a term designated and approved by the General Committee.

22.5.5. Ad Hoc Committee Chairs. Chairs of each Ad Hoc Committee will be appointed and approved by the General Committee. All Ad Hoc Committees and their Chairs shall operate under the direction and guidance of the General Committee. The Chair need not be a member of the General Committee. Ad Hoc Committee Chairs will identify volunteers from the expressions of interest received from Members to serve as Vice Chairs and committee members, and are responsible for maintaining timely communications and

updates with the Vice President regarding such. Ad Hoc Committee Chairs will work with the support of the management representative assigned to their committee.

22.5.6. Ad Hoc Committee Vice Chairs. The Chair of each Ad Hoc Committee shall recommend to the General Committee one (1) or more Vice Chairs for approval by the General Committee. The Vice Chairs need not be a member of the General Committee.

22.5.7. Ad Hoc Committee Meetings; Agenda; Minutes. Ad Hoc Committees should meet as deemed necessary by the General Committee to discuss matters of interest to the Ad Hoc Committee pursuant to an agenda prepared by the Ad Hoc Committee's Chair. Members of the Club's management whose functions are relevant to the Ad Hoc Committee's area of interest should participate in such meetings. Chairs should endeavour to make agendas for each meeting of an Ad Hoc Committee available to the Ad Hoc Committee's members and affected Club management at least two days before the meeting. Minutes of each meeting should be taken and should reflect what transpired at the meeting. The minutes should not be verbatim but should summarize all significant discussion and action taken, serving as a historical record of what the Ad Hoc Committee has done, who was in attendance, and what recommendations it has made to the General Committee. A copy of the minutes of each Standing Committee meeting should, promptly upon approval by the Ad Hoc Committee, be forwarded to the General Manager for distribution to the General Committee and placement in a binder maintained by the General Manager.

22.5.8. Ad Hoc Committee Recommendations to the General Committee; Communications. Following its meetings, each Ad Hoc Committee Chair shall update the General Committee on recommendations made by the Ad Hoc Committee's members. Recommendations by an Ad Hoc Committee to the General Committee must be predicated upon the agreement by a simple majority of total members of the Ad Hoc Committee. The Chair shall subsequently inform its Ad Hoc Committee's members of any decisions made by the General Committee that affect the Ad Hoc Committee.

22.6. Volunteer Contribution Policies

22.6.1. All General Committee, Standing Committee, Subcommittee, and Ad Hoc Committee members are volunteers and are subject to these policies.

22.6.2. Expression of Interest. Any Member can express interest in volunteering for a committee by completing a Volunteer Interest Form.

22.6.3. [Reserved]

22.6.4. Volunteer Engagement Process. The following process will be applied to managing volunteer engagement:

- Volunteers should submit a completed Volunteer Interest Form to initiate engagement.
- Committee Chairs shall approach volunteers regarding their expression of interest to serve on their respective Committees.
- Volunteers may have the opportunity to attend two (2) committee meetings, and should discuss mutual fit with the committee Chair, prior to submission of their

nomination to the General Committee for approval. Committee Chair has responsibility to advise the Vice President of outcome.

- Volunteers will be expected to commit to a minimum of one (1) year on a committee.
- Before formally taking up a role on a Committee, each volunteer should attend a Volunteer Orientation Session.

This process does not prevent the General Committee from co-opting Members with specialist skills where necessary.

22.6.5. Volunteer Code of Conduct. All volunteers shall be required to sign a Volunteer Code of Conduct statement each year. The Code of Conduct will address desired behaviors, confidentiality, conflict of interest, length of terms, attendance and time requirements. For clarity, the provision for confidentiality in the Code of Conduct shall match the confidentiality provision in Chapter 22.7.3 of these Bylaws. By completing the Volunteer Code of Conduct Form, volunteers agree to allow The Club to store, process, and use their personal information as part of the management of their volunteer role with The Club. The Code of Conduct form shall be reviewed annually. Volunteer Co-ordinating Committee will obtain feedback from Committee Chairs and present the updated Code to the General Committee for approval at the second to last meeting of the fiscal year. The current Code of Conduct form will be attached to the Bylaws and displayed on The Club website for members. *[note the Code of Conduct is not currently attached to the Bylaws.]*

22.7. Additional Rules Applicable to Standing Committees, Subcommittees and Ad Hoc Committees

22.7.1. Rules of Order. For meetings to run effectively and achieve their purpose, the Simplified Rules of Order, a copy of which is appended to these Bylaws, shall be used as a guide for all Standing Committee, Subcommittee, and Ad Hoc Committee meetings. All Standing Committee, Subcommittee, and Ad Hoc Committee members should familiarize themselves with these rules.

22.7.2. Conflict of Interests. No person should participate in any decision of any Standing Committee, Subcommittee, or Ad Hoc Committee if he or she has a financial interest in the outcome of the decision, either directly or through his or her employer or any relative. Each person appointed or elected to a Standing Committee, Subcommittee, or Ad Hoc Committee shall, as a condition to accepting such appointment or election and serving in such capacity, sign a Conflict of Interest Statement in a form prescribed by the General Committee, agreeing to make known to the members of the General Committee the existence of any such conflict of interest which may arise from time to time and to voluntarily withdraw from participation in any decision so affected. The General Committee will be entitled to decide if any actual or perceived conflict of interest should bar any member from service on a particular Standing Committee, Subcommittee, or Ad Hoc Committee. For purposes of this Bylaw, a “relative” is a spouse, child, or other person defined by the Singapore government as a “relative”.

22.7.3. Confidentiality. Club matters and information which is not generally available to Members will be deemed confidential information only if it is explicitly identified as confidential by the General Committee or the relevant committee chair, or if it meets the criteria in Sec 21.1.4 (“Executive Sessions – Permitted Topics”). All members of the General Committee, Standing Committees, Subcommittees, and Ad Hoc Committees

shall, as a condition of committee membership, sign a Confidentiality Statement in a form prescribed by the General Committee, agreeing to keep all such matters confidential. Notwithstanding the foregoing, all matters brought before or discussed at the Disciplinary Committee, the Compensation Committee, the Nominating Committee and the Finance Committee (and all related Subcommittees) shall be treated as strictly confidential by the members of those committees.

22.7.4. Overlap of Interest and Responsibility. From time to time, there will be an overlap of interests between Standing Committees, Subcommittees, and/or Ad Hoc Committees. Dialogue between such groups should be maintained in a spirit of cooperation. The General Committee should resolve any actual or perceived conflicts of this nature.

22.7.5. Communication with Management. Each Standing Committee, Subcommittee, and Ad Hoc Committee shall liaise with the General Manager or his or her designated staff members in a constructive manner concerning members' proposals and feedback.

22.7.6. Representation of American Club. No member of the General Committee, or any other committee, or any other member shall enter into any dealing or communications with individuals, organizations, or entities outside the Club in the name of or on behalf of the Club without the General Committee's prior written approval.

22.7.7. Visitors to Meetings. With the exception of the Disciplinary Committee, the Compensation Committee, the Finance Committee, and the Rules Committee (and any Subcommittees thereof), Club members who do not serve on a Standing Committee, Subcommittee, or Ad Hoc Committee, with the exceptions as listed below, may attend Standing Committee or Subcommittee or Ad Hoc Committee meetings, provided the visiting Club members adhere to appropriate procedure and conduct as specified by the Simplified Rules of Order and the directions of the relevant Standing Committee, Subcommittee, or Ad Hoc Committee Chair. The Chair may request any visitor to leave the meeting for voting or discussion as the Chair sees fit. Notwithstanding the foregoing, with the exception of the Disciplinary Committee, the Compensation Committee, and the Nominating Committee, General Committee members may attend meetings of any Standing Committee (and any Subcommittees thereof) without restriction.

CHAPTER 23: STANDING COMMITTEES

23.1. Standing Committees

Unless the General Committee shall determine otherwise, the Standing Committees of the Club shall include the following:

- (a) Executive Committee;
- (b) Finance Committee;
- (c) House Committee;
- (d) Membership Committee;
- (e) Social and Dining Committee;
- (f) Youth and Family Committee;
- (g) Sports and Recreation Committee;
- (h) Strategic Planning Committee;
- (i) Rules Committee;
- (j) Compensation Committee;
- (k) Disciplinary Committee and
- (l) Communications Committee

23.2. Executive Committee

The President, Vice President, Secretary and Treasurer elected by the General Committee shall comprise an Executive Committee of the General Committee. The Executive Committee shall propose the agenda for meetings of the General Committee and make recommendations to the General Committee as to matters of policy.

23.3. Finance Committee

23.3.1. Composition. The Committee shall consist of the Treasurer and up to ten other members as approved on an annual basis by the General Committee. One of these members will be the Chair of the Investment Policy Subcommittee.

23.3.2. Staff. The General Manager or other management representative shall be present at all meetings. Also present shall be the Financial Controller and the Club Accountant.

23.3.3. Responsibilities. The Committee is responsible for the following:

- (a) Review of the approved operating and capital budgets on an ongoing basis and reporting of significant financial trends to the General Committee;
- (b) Initial review of the Operational and Capital budgets prepared by management prior to submission to the General Committee for approval;
- (c) Review of the financial performance of the Club on an ongoing basis and reporting of financial results to the General Committee;
- (d) Review of the Investment policies as developed by the Investment Policy subcommittee;
- (e) Oversight of the invested capital of the Club and reporting of investment results to the General Committee;
- (f) Liaison between Management, Financial Controller and Club Accountant and the external auditors;
- (g) Review of the Club's fund balance designations and recommendation of changes, if any, to the General Committee at least annually.

23.3.4. Conflicts of Interest; Confidentiality. All members of the Committee are required, as a condition of his or her membership thereof, to sign the statements regarding conflicts of interest and maintenance of confidentiality as adopted by the General Committee for its members.

23.4. House Committee

The House Committee determines the standards and policy regarding the overall physical appearance, seasonal decorations, décor and conceptual space planning of all current facilities at The Club. The implementation of the standards and policy will be jointly coordinated with the appropriate committees and club management. In addition, the House Committee provides oversight to the Library and Sub-Committees. The House Committee is chaired by the House Chairman, who is a member of the General Committee, and who attend all relevant meetings and report monthly to the General Committee on all matters regarding the individual subcommittee.

23.5. Membership Committee

23.5.1. Members. The Committee shall consist of a Chairman, Vice Chairman, and between two and ten additional members.

23.5.2. Quorum. A quorum shall consist of three members.

23.5.3. Duties. The Membership Committee shall have the following duties:

- (a) Act as liaison between Members and the Membership Department;
- (b) Assure the correct posting of a list of potential Members on the notice board at least 30 days before the next scheduled General Committee meeting and present such candidates to the General Committee for confirmation;
- (c) Present recommendations to the General Committee for approval of Membership transfers and purchase of Corporate Memberships;
- (d) Advise the General Committee of Membership demographics – actual number of Members, status of wait lists, etc.;
- (e) Make recommendations to the General Committee regarding entrance fees, dues rates, transfer fees and Absent Status policies;
- (f) Liaise with Members regarding questions on entrance fees, dues, payments plans and resignations; and
- (g) Meet with Members who are unable to attend one or more Introduction Cocktails so that they may fulfill the requirements to meet with a General Committee member.

23.6. Social and Dining Committee

23.6.1. Mission. To promote Member satisfaction in food and beverage outlets, events and policies. To act as a conduit between Members, management and the General Committee on such matters. To oversee that such outlets, events and policies do not compromise the financial viability of the Club.

23.6.2. Special Committees. The Committee with the approval of the General Committee may recommend the creation of a special subcommittee to address specific issues and interests. Any such special subcommittee shall include at least one Social and Dining Committee member and may also utilize volunteers from the general membership.

Proposals and concerns raised by any such special subcommittee shall be reported to the General Committee via the Committee, by inclusion in the Committee's minutes.

23.7. Youth and Family Committee

23.7.1. Mission. The mission of the Youth & Family Committee is to create and foster a community environment that serves as a center for social, recreational and educational activities meeting the needs of American Club families.

23.7.2. Authority and Goals. The Youth and Family Committee will:

- (a) Work closely with Youth Managers to provide support and feedback; Solicit and encourage participation from youth and family members;
- (b) Act in an advisory capacity to the General Committee and General Manager; and
- (c) Be the liaison between Membership and Club Staff regarding family oriented programs and concerns.

23.7.3. Composition of Committee. The committee chair will be an elected member of the General Committee. The General Committee member may relinquish the chair to a committee member acceptable to the General Committee.

23.7.4. Special Committees. The Committee with the approval of the General Committee may recommend the creation of a special subcommittee to address specific issues and interests. Any such special subcommittee shall include at least one Youth and Family Committee member and may also utilize volunteers from the general membership. Proposals and concerns raised by any such special subcommittee shall be reported to the General Committee via the Committee, by inclusion in the Committee's minutes.

23.7.5. Solicitation of Volunteers. Committee Members are encouraged to solicit volunteers for the purpose of assisting in special activities or events.

23.8. Sports and Recreation Committee

The mission of the Sports and Recreation department is to provide a comprehensive program of activities designed to meet the needs of all age, skill and interest levels represented in the American Club.

23.8.1. Purpose. To oversee the various subcommittees which comprise the Sports and Recreation department. To assure each subcommittee is representing all user groups of its respective population. The Sports and Recreation Chair shall present policy recommendations from subcommittees to the General Committee for consideration and approval.

23.8.2. Composition. Sports and Recreation is comprised of the various subcommittees formed by Members in interested areas. (Present subcommittees include Gym, Aquatics, Tennis, Golf, Bowling, Squash and the Spa).

23.8.3. Meetings. Each subcommittee shall meet once per month on a regular basis. If needed, they may schedule additional meetings.

23.9. Strategic Planning Committee

23.9.1. Mission. The mission of the Strategic Planning Committee is to evaluate The Club's strategic focus with a view towards maximizing the value of The Club's current assets while planning for the needs and requirements of current and future Members - consistent with the mission of The Club as set by the General Committee.

23.9.2. Responsibilities.

- (a) The Committee should develop a Master Plan for the current facility, reviewing it not less than on an annual basis.
- (b) The Committee should review any planned renovation or addition to the existing facility above \$500,000 as part of the Finance and General Committee budget approval process, taking into consideration the Mission of the Committee and the then existing Master Plan. The Committee should regularly review the adequacy of the current facility and evaluate if it continues to meet membership size and needs. The Committee should, over time, evaluate if a relocation or major reconstruction is recommended and, if it believes so, recommend same to the General Committee.

23.9.3. Composition. The Chairs of the Youth & Family, House, Finance, Membership, Social & Dining, Sports & Recreation and Communications Committees should be members of the Strategic Planning Committee. Other Club Members may, upon invitation of the Strategic Planning Committee Chair, be Members of the Strategic Planning Committee, as well. The Chair of the Strategic Planning Committee should be a member of the General Committee.

23.10. Rules Committee

23.10.1. Purpose. The Rules Committee is a Standing Committee. It is responsible to the General Committee. A primary function of the Rules Committee is to prepare drafts of amendments to the Constitution and Bylaws for consideration by the General Committee. The Rules Committee is guided by the premise that the Constitution is the foundation upon which the governance of The American Club is based. The Rules Committee should make recommendations that are clear and unambiguous and should make certain that a provision in one article should not be in contradiction with other provisions of the Constitution or Bylaws. The Rules Committee receives direction from the General Committee and should be receptive to input from other committees of the Club and from the general membership.

23.10.2. Composition. The General Committee appoints members of the Rules Committee annually for one-year terms. There should be at least five members and not more than nine. The Chair of the Rules Committee should be a sitting member of the General Committee with extensive knowledge of the Club and its history. It is desirable that the Secretary and two to three members of the General Committee serve on the Rules Committee. Other members of the Committee should have knowledge of the Club and background and experience, which will enable them to contribute meaningfully to a review and assessment of a proposed change in either the Constitution or the Bylaws.

23.10.3. Role; Standards. Upon becoming aware of any manner in which the operations or conduct of management or any committee or official of the Club constitutes a continuing

violation of the Constitution or Bylaws, the Rules Committee shall bring the situation to the attention of the General Committee and forward to the General Committee a recommendation for any appropriate change in practice or any amendment of the Constitution or Bylaws to resolve such violation.

23.10.4. Meetings. The Rules Committee generally meets several times each month during a major revision process and otherwise not less than monthly. The General Manager or his or her designated representative attends meetings as a guest of the Committee to provide advice and administrative support and to consult with the Committee as to the impact on Club operations of proposed changes in the language and implementation of proposed or current rules. Minutes will be taken at Committee meetings and will be distributed to members within one week after each meeting. The Chair will prepare an agenda for each meeting and circulate it in advance of such meeting. The agenda shall include unfinished business from prior meetings and new business to be considered, including input from Committee members.

23.11 Disciplinary Committee

23.11.1. Purpose. Pursuant to Article 26(b) of the Constitution, the Disciplinary Committee shall act as a neutral evaluator of fact and advisor to the General Committee regarding any disciplinary matter brought before it.

23.11.2. Composition.

- (a) The Disciplinary Committee shall consist of nine (9) members. Subject to subclause (b) below, terms of appointment of members to the Disciplinary Committee shall be for two (2) years each and shall be staggered so that the term of appointment of four (4) or five (5) (as the case may be) of the incumbent Disciplinary Committee members expires in each year. Each term of a Disciplinary Committee member shall commence on July 1 of a given year in which such member is selected pursuant to subclause (b) below and end on June 30 of the year two (2) years from then. For the avoidance of doubt, the foregoing shall apply to the current members on the Disciplinary Committee at the time of the adoption of this provision, and such members shall remain on the Disciplinary Committee until June 30, 2026.
- (b) At least thirty (30) days prior to the 2nd anniversary after the appointment of the four (4) or five (5) (as the case may be) members of the Disciplinary Committee, four (4) or five (5) (as the case may be) members of the Disciplinary Committee shall be selected by a process of drawing lots by the Secretary, with each such draw being video recorded, witnessed by at least two (2) Club personnel and open to all General Committee members. The drawing of lots shall be from among volunteers who submit an expression of interest in response to a request for interest circulated to all Members by or on behalf of the Secretary. In the event there are not enough volunteers to fill the four (4) or five (5) (as the case may be) seats of the Disciplinary Committee, another request for interest shall be circulated to all Members and the process of drawing lots shall be followed to fill such remaining seats as soon as reasonably practicable. Should such second request still not be sufficient to fill all available seats, the Disciplinary Committee shall be duly constituted and operate as a committee with the number of members available, and the matter shall be referred to the General Committee for further action.

- (c) The General Committee shall confirm the selected members of the Disciplinary Committee as drawn by lot. Once the Disciplinary Committee is constituted, the members of the Disciplinary Committee shall elect (by simple majority vote) a Chair of the Disciplinary Committee from its members, and the General Committee shall confirm such elected Chair.
- (d) Members may serve on the Disciplinary Committee for a maximum of three (3) consecutive 2-year terms. Serving members of the General Committee are not eligible to be selected as members of the Disciplinary Committee.
- (e) In the event that a member of the Disciplinary Committee resigns or is removed from the Disciplinary Committee during their term on the Disciplinary Committee, a replacement member shall be drawn from the remaining pool of volunteer applicants for that term, and in the event there is no remaining applicant, management shall initiate the callout process identified in subclause (b) above. Any such replacement member shall be appointed for the remainder of the resigned or removed member's term on the Disciplinary Committee.
- (f) As an exception to the authority of Chairs of Standing Committees to remove members of their respective committees, members of the Disciplinary Committee may be removed by vote of the General Committee, upon reasoned recommendation of the Chair of the Disciplinary Committee. The Chair of the Disciplinary Committee may, however, suspend a Disciplinary Committee member from participation in Disciplinary Committee meetings pending a decision of the General Committee. Reasons for removal of a member of the Disciplinary Committee include, but are not limited to, a member's absence for more than three (3) duly convened meetings of the Disciplinary Committee or a relevant Working Group (consecutive or otherwise), disruptive behaviour or material non-compliance with the Volunteer Code of Conduct. Should any of the foregoing or other reasons apply to any member serving as Chair of the Disciplinary Committee, the members of the Disciplinary Committee may remove such member serving as Chair from the position of Chair by a simple majority vote and elect a new Chair who may then make a reasoned recommendation to the General Committee for removal of such member from the Disciplinary Committee pursuant to this subclause (f).
- (g) To be quorate, the Disciplinary Committee must have at least 2/3rds of its members, as well as one (1) management representative, present in person or by telecommunications at each meeting. This quorum requirement shall not apply to individual Working Group meetings, which pursuant to Section 23.11.3(f) below shall require the presence of all members of such Working Group and one (1) management representative to be quorate.

23.11.3. Working Groups.

- (a) In order to more efficiently allocate resources and time of the Disciplinary Committee members, the Disciplinary Committee shall establish working groups to consider each matter referred to it ("Working Group"). Each Working Group of the Disciplinary Committee shall be comprised of not less than three (3) Disciplinary Committee members. For the avoidance of doubt, there may be multiple Working Groups within the Disciplinary Committee at any time, each dealing with a different matter. Members of the Disciplinary Committee may serve on multiple Working Groups, depending on the needs of the Disciplinary Committee.

- (b) The assignment of Disciplinary Committee members to each Working Group shall be determined by the Disciplinary Committee for each new matter referred to the Disciplinary Committee.
- (c) Each Working Group shall remain dedicated to a specific matter from start to end, and in relation to that matter, shall have the functions and powers of the Disciplinary Committee. Matters assigned to a specific Working Group shall be handled by such Working Group members throughout the time such matter is under consideration. The Disciplinary Committee members assigned to a Working Group shall make every effort to attend all meetings of such Working Group for a given matter, so as to ensure fairness and continuity to the Members involved in the matter.
- (d) The Working Group shall maintain minutes of their meetings in a manner consistent with the requirements of all committees of the Club.
- (e) Each Working Group shall elect one of their members to be the head of the Working Group (a "Head of the Working Group") for the purpose of convening meetings and ensuring proper process and procedure is followed by the Working Group. The Head of the Working Group shall be confirmed by the Chair of the Disciplinary Committee, and shall assume, for that Working Group only, the responsibilities of the Chair, including presenting any recommendations of the Working Group to the full Disciplinary Committee and the General Committee.
- (f) To be quorate, each Working Group must have all designated members, as well as one (1) management representative, present in person or by telecommunications at each meeting.
- (g) The Head of a Working Group shall endeavour to establish a schedule of meetings which will ensure that all Working Group members may attend (in person or by telecommunications) all meetings. A Working Group member who cannot attend a duly convened Working Group meeting shall so advise the Head of the Working Group as far in advance as possible. If any Working Group member is not present at a given meeting, such Working Group meeting shall be rescheduled by the Head of the Working Group.
- (h) In the event that a Disciplinary Committee member assigned to a Working Group cannot attend two (2) successive meetings, the Chair of the Disciplinary Committee shall speak to the member about attendance policy and encourage them to attend the next meeting.
- (i) For the avoidance of doubt, Disciplinary Committee members who are not designated as members of a Working Group may, and are encouraged to, attend Working Group meetings, although they shall not be counted towards a quorum for a meeting of such Working Group. Where Disciplinary Committee members who are not designated as members of a specific Working Group voluntarily attend a Working Group meeting, they shall be observers and not vote on matters considered by, or on the recommendations of the Working Group to be made to the full Disciplinary Committee, although they shall be able to table their views and vote at the Disciplinary Committee meeting considering the recommendations of such Working Group.

- (j) All Working Group determinations, recommendations or decisions shall, unless specifically provided otherwise, be by majority vote at a quorate meeting of the Working Group. However, in the event that a Working Group recommendation is achieved by majority (not unanimous) vote of all voting members of the Working Group, the Head of the Working Group shall advise the full Disciplinary Committee that the Working Group's decision was not unanimous.
- (k) The recommendations of each Working Group shall be discussed by and voted on at a duly convened Disciplinary Committee meeting before they are presented to the General Committee. Each recommendation to the General Committee should be approved by a 2/3rds vote of the Disciplinary Committee. If such 2/3rds vote of the Disciplinary Committee cannot be achieved, then the recommendations of a Working Group relative to a matter shall be referred to the General Committee with both the recommendations of the Working Group and the views of the full Disciplinary Committee included. If, however, the Disciplinary Committee adopts a Working Group's recommendation by 2/3rds or higher vote, there is no requirement for the Disciplinary Committee to table multiple conclusions to the General Committee.
- (l) If the Disciplinary Committee considers (by a 2/3rds vote of all of its members i.e., 6 of 9 members, not 2/3rds of members present at a specific meeting) that a matter is, in the reasonable opinion of the Disciplinary Committee, highly complex in nature or particularly sensitive, then the Disciplinary Committee shall establish a Working Group consisting of at least five (5) Disciplinary Committee members and one (1) management representative. In the absence of an affirmative vote that a matter is highly complex in nature or particularly sensitive, the standard Working Group process shall apply for such matter.
- (m) Although the preference would be for specific management representatives to remain focused on specific matters, this is not a requirement. The requirement for a management representative to attend Disciplinary Committee meetings and Working Group meetings is to provide an independent observer to such meetings, to support the members of such committees and to liaise between the Disciplinary Committee and management of the Club where required.

23.11.4. Timeframes.

- (a) To help dispose of matters in a timely manner, the Disciplinary Committee (and each Working Group) shall seek to complete investigating, considering and making its recommendations within three (3) months of receiving a matter before it. Each Working Group shall manage its schedule to seek to achieve such timeliness.
- (b) For matters that take (or are likely to take) more than three (3) months, the Disciplinary Committee Chair shall communicate with the Members involved in the matter to provide a credible timeline for the resolution of such matter.

23.11.5. Information Sourcing; Confidentiality of Disciplinary Process. The Disciplinary Committee (directly or through the relevant Working Group) may seek information and documents regarding a matter from other Members including members of relevant committees and / or members of staff or management and non-Members privy to the subject of the matter. All matters brought before the Disciplinary Committee shall be kept

strictly confidential by the Disciplinary Committee members as well as by those who are consulted as part of the disciplinary process (excluding any respondent to such disciplinary process). Those interviewed by the Disciplinary Committee are not, without express permission from the Disciplinary Committee, permitted to record interviews or discussions.

23.11.6. Conflicts of Interest. If a matter relates to a member of the Disciplinary Committee, or if the Chair of Disciplinary Committee reasonably considers that a Disciplinary Committee member has, or is known to have or be likely to have, a potential conflict of interest whether financial, personal or otherwise in relation to any specific matter and/or any fellow Member(s), or may not be impartial relative to such matter, then such member shall not be permitted to attend or participate in the relevant Working Group or in any decision of the Disciplinary Committee in relation to such matter. To “attend” includes attendance by telephone or videoconference, and to “participate” includes voting on the outcome of a matter. If the impacted Disciplinary Committee member does not concur with the determination of the Chair of the Disciplinary Committee, he or she may escalate their concern directly to the General Committee.

23.11.7. Initiation of Disciplinary Committee Process.

- (a) The process for Members or staff to initiate a disciplinary process against Members requires the referring Member or staff to submit a written complaint to the General Manager of the Club (“GM”) detailing all relevant aspects of their complaint (herein referred to as a “matter”). “GM”, for purposes of this Bylaw, shall mean the General Manager (including any acting or interim General Manager) at the time, as well as any delegate from the Club’s senior management team, as may be appointed by the General Manager.
- (b) The GM will review the matter and discuss with the referring Member(s) or staff and the respondent Member(s) (or staff member or other respondent(s) as the case may be) in good faith to assess whether the matter has merit and whether alternatives to a Disciplinary Committee process may be advisable, and attempt to resolve a matter in the event the GM reasonably believes that such matter does not merit review at a Disciplinary Committee level.
- (c) In the event that the General Committee ultimately determines that the referred matter did not warrant escalation to the Disciplinary Committee, then the Member-complainant in such matter will be charged \$1,000 to offset Club costs to handle such matter ultimately deemed without merit and/or standing.

23.11.8. Reporting.

- (a) The Chair of the Disciplinary Committee shall, on a quarterly basis, report to the General Committee as to all matters pending and submitted to the Disciplinary Committee for consideration pursuant to a disciplinary action. The Chair of the Disciplinary Committee may request for emergency presentations to the General Committee regarding specific matters in addition to the quarterly reviews, if the Chair considers this to be in the interests of the Club.
- (b) All information that was submitted to the Disciplinary Committee with respect to each matter shall be made available in advance for review by General Committee members, in a level of detail sufficient to enable the General Committee to independently consider the matter.

23.11.9. Handover of Matters.

- (a) The Disciplinary Committee shall seek to clear all matters referred to it in a timely manner. If, at the end of a term, the members of the Disciplinary Committee constituted for that term have not yet made a recommendation to the General Committee with respect to each matter submitted to them for consideration, then the members that constituted the relevant Working Groups shall provide a full briefing of the matter to the other member of the Disciplinary Committee. This briefing should include listing steps taken to date by the outgoing members, including materials reviewed and persons spoken with, and any views or proposed recommendations. For clarity, while the members should take the briefing into account, they shall have full discretion to consider the matter afresh.
- (b) The Chair shall then appoint a Disciplinary Committee Member whose term is not expiring to any vacant spots on that Working Group, ensuring that such new Working Group Members are fully briefed in accordance with (a) above.

23.11.10. General Committee Approval.

- (a) Any proposed disciplinary action, reminder letters or other recommendations relating to a matter by the Disciplinary Committee shall be summarized and presented to the General Committee before being finalized. The General Committee shall be entitled to request further information as it may require to independently consider the Disciplinary Committee's action or efforts. For clarity, this shall not apply to correspondence of an administrative nature within the disciplinary process, which the Disciplinary Committee may itself issue or engage in (or request Management to send).
- (b) The Disciplinary Committee may, but is not obligated to, suggest to the General Committee possible sanctions (in accordance with these Bylaws). The Disciplinary Committee may recommend that no action be taken or that only a reminder letter be issued by Management, as opposed to a warning letter from the General Committee.
- (c) Notwithstanding any of the foregoing, nothing herein shall limit the powers vested in the General Committee pursuant to Article 26 of the Constitution. Any and all sanctions shall ultimately be determined and approved by the General Committee in accordance with the Constitution.

23.12. [Reserved]

23.13. Compensation Committee

23.13.1. Role, Composition. The Compensation Committee shall have responsibility for overseeing the contract and compensation of the General Manager and of the senior managerial staff. The Members of the Compensation Committee shall be the President (who shall serve as chair of the committee), the Treasurer and two other members of the General Committee who shall be selected by the General Committee.

23.13.2. General Manager's Contract and Compensation. The Compensation Committee will be responsible to (a) negotiate, approve and administer the General Manager's contract, (b) consider and decide upon any request for a waiver or revision of any term of the General Manager's contract and (c) review and approve any salary adjustment, bonus or other

special compensation for the General Manager not previously included in his or her contract.

23.13.3. Senior Managerial Staff Contracts. The General Manager will consult with the Compensation Committee in connection with the negotiation of employment contracts for senior managerial staff of the Club. The General Manager will advise the Compensation Committee of the aggregate amount of compensation paid to senior managers as a group, the policy of benefits in cash and in kind made available to such staff, the form of employment contract used by the Club for senior managerial staff. Notwithstanding such review and consultation by the committee, the General Manager shall personally conduct contract negotiations with senior managers and will be responsible for fixing their individual compensation within the overall budget, and will remain ultimately responsible for securing and retaining an exemplary staff of senior managers capable of achieving the objectives of the Club. The Compensation Committee will approve the aggregate compensation to be paid to each member of the senior managerial staff in each year and any change in policy concerning cash benefits in kind provided to senior staff members.

23.13.4. Development of Key Performance Indicators. The Compensation Committee will work the General Manager and the appropriate Standing Committees (e.g. Finance, Membership, etc.) to develop recommendations for appropriate key performance indicators, triggers and bonus payments for senior managerial staff, including the General Manager, and shall present such recommendations to the General Committee during the annual budget approval process. The General Committee shall approve or amend the Compensation Committees recommendations of key performance indicators.

23.13.5. Report to General Committee. The Compensation Committee will confirm to the General Committee annually that the foregoing procedures have been followed. The Compensation Committee shall report the total compensation proposed to be paid to the General Manager and to each of the senior managers at the GC meeting held immediately after such compensation is agreed with the General Manager.

23.13.6. [Reserved]

23.13.7. Other Responsibilities. The Compensation Committee will carry out such other functions with respect to contract administration for the General Manager and senior managerial staff as the General Committee may assign.

23.14. Communications Committee

23.14.1. Mission. The mission of the Communications Committee is to provide guidance and strategy to achieve clear and transparent communications to support the long term success of The Club.

23.14.2. Authority and Goals. The Communications Committee will:

- (a) Provide input and guidance for communications strategy and policies for Committees and various Club service areas across multiple channels, utilizing traditional and non-traditional methods, to successfully cater to the Club's diverse community and other target audiences both internal and external;
- (b) Provide guidance to Management and Committees to ensure robust and varied initiatives to increase Member engagement and drive new member acquisition; and

- (c) Encourage Member feedback to continually improve communications and programming, including but not limited to surveys, focus groups, round table events, networking, forums, etc.

23.14.3. Composition of Committee. The Committee Chair will be a member of the General Committee. The General Committee member may relinquish the chair to a Committee member acceptable to the General Committee.

23.14.4. Subcommittees. The Communications Committee, with the approval of the General Committee, may recommend the creation of subcommittees to address specific interests or issues. Any such subcommittee shall include at least one Communications Committee member and may include volunteers from the general membership. The chair of such subcommittee shall be appointed by the Chairperson of the Communications Committee. Proposals or concerns by any such subcommittee, shall be reported to the General Committee via the Communications Committee, by inclusion in the Committee's minutes. A subcommittee may be dissolved by a majority vote of the Communications Committee.

CHAPTER 24: SUBCOMMITTEES

24.1. Subcommittees

Unless the General Committee shall determine otherwise, there shall be the following subcommittees of the standing committees:

<u>STANDING COMMITTEE</u>	<u>SUBCOMMITTEES</u>
(a) EXECUTIVE	(None)
(b) FINANCE	Investment
(c) HOUSE	Library, Fine Arts
(d) MEMBERSHIP	Policy, Development, Communications
(e) SOCIAL AND DINING	Healthy Eating and Allergens (HEAL)
(f) YOUTH AND FAMILY	(None)
(g) SPORTS AND RECREATION	Bowling, Tennis, Squash, Gym, Aquatics, Golf, Spa
(h) STRATEGIC PLANNING	
(i) RULES	
(j) COMPENSATION	Nominating
(k) Disciplinary	(None)
(l) LEADERSHIP CO-ORDINATING	(None)

24.2. Investment Subcommittee

24.2.1. Function of the Subcommittee. The Investment Subcommittee oversees the implementation of, and makes recommendations to the Finance Committee and the General Committee for updates and modifications to, the investment policy of the Club.

24.2.2. Scope of Policy. The investment policy of the Club is intended to reflect the objectives and constraints of the management of the total invested capital of The American Club. This statement is set forward in order to:

- (a) Define and assign the responsibilities of all involved parties.
- (b) Establish a clear understanding for all involved parties of the investment goals and objectives for the capital assets.
- (c) Offer guidance and limitations to all Investment Managers regarding the investment of capital assets.
- (d) Establish a basis for evaluating investment results.
- (e) Manage capital assets according to prudent standards as established in law and in keeping with the fiduciary responsibility we hold.

24.2.3. Delegation Of Authority. The General Committee of The American Club is a fiduciary, and is ultimately responsible for directing and monitoring the investment management and

performance of invested assets. As such, the General Committee is authorized to delegate certain responsibilities to professional experts in various fields. These may include but are not limited to a designated Subcommittee, an Investment Management Consultant, Investment Manager, Custodian or such other Professionals as the General Committee may deem necessary to administer its obligations.

24.2.4. Assignment Of Responsibility.

- (a) Responsibility Of the General Committee. The General Committee is charged by the Constitution with management and conservation of assets of The American Club. The General Committee shall discharge its duties solely in the interest of The American Club and its members, and shall endeavour to use the care, skill and diligence that a prudent man, acting in similar capacity and familiar with such matters would use in the conduct of like business. The General Committee, with the advice and recommendation of the Investment Subcommittee and the Finance Committee, shall have the following specific responsibilities:
 - (1) Projecting the Club's financial needs and communicating these needs to the investment managers on a timely basis. This should include the preparation and presentation of a schedule showing expected cash flow demands on the invested funds to allow sufficient time to build up necessary liquidity within the fund.
 - (2) Determining the risk tolerance and investment horizon and communicating these to the investment managers.
 - (3) Establishing reasonable and consistent investment objectives, policies and guidelines which will direct the investment of capital assets.
 - (4) Searching, selecting and monitoring qualified investment professionals including the Investment Managers and thereafter monitoring their performance to assure adherence to policy guidelines.
- (b) Responsibility Of the Investment Consultant/Investment Manager(s). The investment consultant and/or investment manager(s) retained by the Club shall have the following responsibilities:
 - (1) Assisting in the development and periodic review of investment policy.
 - (2) Investment management including decisions to buy, sell, or hold individual securities and to alter asset allocations within the guidelines established in this statement.
 - (3) Reporting, on a timely basis, quarterly investment performance results.
 - (4) Communicating any major changes in economic outlook, investment strategy or other factors which may affect implementation of the investment plan or its goals.
 - (5) Voting proxies on behalf of shares owned by The American Club and communicating such votes to The American Club on a timely basis.

24.3. [Reserved]

24.4. Library Subcommittee

24.4.1. Mission. The mission of the American Club Library is to meet the recreational reading needs of all Members of The American Club.

24.4.2. Objectives. The objectives of the Library Subcommittee are:

- (a) To promote reading for pleasure and information.
- (b) To provide a recreational reading library for adults, young adults and children.
- (c) To provide a comfortable and quiet reading environment.
- (d) To meet the general reading needs of Members of The American Club.

24.4.3. Members. The Library Subcommittee will meet as needed at Committee's discretion but no less than 5 times per year and is open to all Members. The subcommittee will include members of varying interests and will include an elected subcommittee chair, a General Committee member (House Chair or House Vice Chair), as well as staff representatives. The Library Subcommittee will work with professional library staff to set library policy, select and procure library materials, develop library programs, and develop the library budget.

24.5. Fine Art Subcommittee

The Fine Art Subcommittee will strive to have a wide range of artwork displayed for the enjoyment and education of the Club Members as well as to enhance the décor of the facility within the guidelines of the Facilities and Design Sub Committee.

24.6. Bowling Subcommittee

24.6.1. Mission Statement. The mission of the Bowling Subcommittee is to create high quality programs and a bowling facility that serves the needs of Members of all ages and levels of ability.

24.6.2. Responsibility. The Bowling Subcommittee shall:

- (a) Make arrangements for meeting of league team captains and to supervise the administration of league competitions in compliance with the league rules including the award of prizes and trophies. In the event that any matter arises which is not provided for in the league rules, such matter shall be dealt with by the Bowling Subcommittee as it deems fit.
- (b) Arrange special events and competitions under the guidance of the Sports and Recreation Director.
- (c) Arrange the Club Annual Championships including authority to solicit cash sponsorship from Members and submit a report to the Finance Department. The Subcommittee may delegate matters affecting the annual tournament to a separate subcommittee, if necessary.
- (d) Decide on competitions in which teams representing The American Club should participate and select or make arrangements for the selection of Club teams without the consent of a General Meeting of bowlers.
- (e) Reserve the bowling lanes for leagues and other competitions or such other purposes as the Bowling Subcommittee deems necessary but subject always to agreement by the Sports and Recreation Director.
- (f) Arrange for matches, exhibitions and competitions and to permit persons who are not Members of the Club to use the Bowling Alley for such events in compliance with any relevant rules of the Club.
- (g) Arrange for the publication of rules and notices affecting the interest of Bowling Members.
- (h) Make recommendation to the Sports and Recreation Director regarding the maintenance of the bowling lanes.
- (i) Liaise with the Singapore Tenpin Bowling Congress on behalf of the Club on all bowling matters and nominate delegates to serve on the General Council of the Congress.

24.7. Tennis Subcommittee

The mission of the Tennis Subcommittee is to create an outstanding program that addresses Members needs by improving player skills developing a sense of fair play and sportsmanship in a fun atmosphere extending to all ages and levels of ability that promote understanding and goodwill in a multi-cultural environment. The tennis subcommittee is to be the liaison between the Members of the tennis playing

community and the tennis pro. The Tennis Subcommittee will work together with the tennis pro to make sure that the tournaments, children's and adult programs are in conjunction with the needs of the tennis community.

24.8. Squash Subcommittee

24.8.1. Goals.

- (a) To encourage the participation of new Members in the squash league.
- (b) To ensure full satisfaction for active Members.
- (c) To enhance and expand squash activities.
- (d) To improve communication between the squash division and the rest of the American Club departments.
- (e) To maintain and enhance the American Club's squash reputation among other squash teams and clubs in Singapore.

24.9. Nominating Committee

24.9.1. Election of Chairman. At its first meeting, the Nominating Committee shall elect a chairman from among those members selected by lot pursuant to Article 19(c)(vi) of the Constitution.

24.9.2. Conflicts of Interest. No Member who seeks to be nominated or is a relative of a person who seeks to be nominated, shall be eligible to serve on the Nominating Committee.

24.9.3. Eligible Candidates. Any person who, in accordance with Article 17(b) of the Constitution, will be eligible for election to the General Committee at the time of the Annual General Meeting is eligible to be nominated by the Nominating Committee.

24.9.4. Primary Goal. The Nominating Committee shall seek to identify and nominate the best available candidates from among those eligible Club Members who express an interest in running for the General Committee.

24.9.5. Procedures. The Nominating Committee shall determine its own procedures for evaluating candidates and, subject to the timetable for completion of nominations established by the Club secretary, shall determine the schedule and frequency of its meetings.

24.9.6. Recommendations. The Nominating Committee shall recommend to the Club Membership only such candidates who, in the considered judgement of the Nominating Committee, will provide the Club with the most effective leadership through the General Committee. The Nominating Committee shall endeavour to verify that each person it nominates is willing to run for election and, if elected, to serve as a member of the General Committee.

24.9.7. Communications. The Nominating Committee shall communicate its decisions to the Members solely by delivering to the Club Secretary a list of those candidates nominated by the Nominating Committee. The Nominating Committee shall make no statement to the Club Membership as to its reasons for including or excluding any potential candidate from its nominees.

24.10. Aquatics Subcommittee

The mission of the Aquatics Subcommittee is to provide a high-quality aquatics program by encouraging fun, varied and safe water-based activities for all ages, abilities and interest.

24.11. Golf Subcommittee

The mission of the Golf Subcommittee is to investigate and seek out golfing opportunities for our Members, to provide guidelines to Club Management for the Monthly Outings, and to provide support and guidelines for any special Golfing related activities at the Club.

24.12. Gym Subcommittee

The mission of the Gym Subcommittee is to create a first-class wellness program that addresses Members needs by providing a total and diversified program in body, mind and spirit. This is to be accomplished through a combination of the gymnasium, spa and educational opportunities and is to address all age and interest levels.

24.13. Spa Subcommittee

The mission of the Spa Subcommittee is to liaise with GC members and other club members regarding spa policies and promotions making appropriate recommendations in order to increase member usage and satisfaction, plus provide consistency in operations and a pleasing spa experience to all patrons while at the same time increasing spa usage.

24.14. Wine Subcommittee

The mission of the Wine Subcommittee is to select suitable wines for all club outlets and functions, which will satisfy members' expectations for all occasions. To provide input and recommendations from members to the General Committee and Management on such matters. To ensure that the actions of the Wine Sub-Committee will not compromise the financial viability and good reputation of the club.

24.15. Healthy Eating & Allergens Subcommittee (HEAL)

24.15.1. Purpose. The mission of the Healthy Eating & Allergens subcommittee ("HEAL Subcommittee") is to act as an advisory body and sounding board between the Club members and staff regarding food options at the Club as they relate to health, special diets and allergies. The HEAL Subcommittee aims to serve as a place to accept and vet Member feedback related to these issues and provide suggestions for menu changes to elevate health consciousness and allergy awareness at the Club. The HEAL Subcommittee comprises Members with specific knowledge of food, health and nutrition acquired through commercial, education or personal experience. The HEAL Subcommittee will keep a diverse mix of Member interests in mind by accepting committee members with a variety of goals and experiences.

24.15.2. Composition. The HEAL Subcommittee shall consist of between 8 and 13 members [including at least one member from the Social & Dining Committee].

24.15.3. Chair. The Chairperson of the Social & Dining Committee will select the chairperson of the HEAL Subcommittee subject to approval by the General Committee.

24.15.4. Quorum. A simple majority of the then existing members of the HEAL Subcommittee shall constitute a quorum.

24.15.5. Duties and Responsibilities. Provide menu and dining suggestions, alterations, substitutions and new additions directly to the F&B staff;

- (a) To accept Member feedback on health/allergy related issues for discussion during sub-committee meetings; and
- (b) To offer helpful, constructive advice to elevate the dining options at the Club and better serve the Members as a whole.

24.15.6. Meetings. The HEAL Subcommittee will meet once a month.

CHAPTER 25:

OPERATING AND CAPITAL FUND COMPOSITION AND DESIGNATIONS

25.1. The Operating Fund

The Operating Fund is comprised of three components:

- (a) A bank guarantee account.
- (b) A working capital component needed on demand or with short notification periods to meet operating cash flow timing needs.
- (c) Operating surpluses brought forward from prior years.

The Operating Fund may be utilized for General Committee approved operating expenses. Under such circumstances, the operating surplus component will be drawn down first, followed by the working capital component. If the Operating Fund has been drawn down for unbudgeted operating expenses, it will be topped up at the end of the financial year to a level comprising the bank guarantee account and the working capital component. The source of funds for the top up will be the Capital Fund.

This fund is currently managed by the Finance Department of The American Club, and is invested in Singapore Dollar fixed deposits, current accounts and money accounts with approved banks, if not immediately needed as working capital.

25.2. The Capital Fund

The Capital Fund consists of the balance resulting from receipts designated for the fund net of expenditures designated to the fund. Receipts and expenditures designated for the Capital Fund are entrance fees; income taxation; net investment income, losses and expenses; and depreciation and gain or loss on disposal of fixed assets. The net of all designated receipts and expenditures must be deposited to the Capital Fund unless withheld for General Committee and/or Membership approved capital expenditures for major construction and renovation projects. Each year, an approved amount will also be withheld and transferred to the Operating Fund to help offset the cost of security, repair and maintenance at The Club. The amount to be transferred will be reviewed and approved annually by the General Committee under the guidance of the Finance Committee, in the course of the Budget process. The Capital Fund is intended to be perpetual and except for the above will be drawn down only for the following purposes:

- (a) Replacement cost of the Club's buildings at the end of their estimated useful lives.
- (b) Major renovation projects to existing buildings.
- (c) Renewal and replacement of fixed assets.

CHAPTER 26: INVESTMENT POLICY

I. STATEMENT OF INVESTMENT POLICY

This Investment Policy Statement outlines the Club's investment management approach for achieving the Club's objectives and provides guidelines and constraints for the management of the Club's assets. It also provides the guidelines and constraints that Investment Managers should comply with when managing the Club's investment assets.

The Club's Investment Subcommittee (ISC), with oversight from the Finance and General Committees, establishes investment goals and objectives, selects investment advisors and managers, oversees the implementation of the Club's Investment Policy and monitors performance. The ISC is not involved in the direct management of any investments. The Club does not have a treasury function or staffing to support the investment portfolio beyond that required for making accounting entries to record balances and returns, and accordingly the Club's investment advisor(s) must provide execution, monitoring, and reporting functions.

The asset allocation outlined in these bylaws assume an investment horizon appropriate for the Club's needs which may be short-term when major redevelopment or other projects call for the Club to have access to liquid funds, or longer-term when the focus will be on portfolio growth with moderate risk. The investment horizon will be determined following inputs from the Finance and General Committees of the Club, according to the Club's operating cash flow needs and those relating to longer term obligations.

II. PROCEDURE FOR SELECTING PREFERRED INVESTMENT ADVISORS AND MANAGERS

In selecting a preferred investment manager/advisor, the Subcommittee will request proposals from at least four Investment Companies which may be Investment Banks, Investment Advisors or other professional Asset Management organizations. The request for proposals must solicit, at a minimum, responses to the items specified in Appendix B as considered appropriate by a majority of members of the ISC.

III. STRATEGIC CONSIDERATIONS

(1) Investment Purpose and Objectives:

The goal of The Club is to manage its capital and reserves using an investment policy based on the general framework constructs of Modern Portfolio Theory with the aim to develop a diversified portfolio. The Club's investment portfolio consists of the Capital Fund, a quasi-endowment fund established for the purposes set forth in Chapter 25.2.

Although the principal and accumulated earnings of the Capital Fund may be drawn against for capital projects from time to time, the portfolio is to be invested normally using a medium to long-term time horizon of five years or longer, unless otherwise instructed by the ISC. The Club anticipates a minimum lead time for any expenditure from this fund of approximately one year, in order to enable the fund manager to make an orderly exit from investments. In sum, the investment characteristics and objectives for this fund consist of a moderate risk tolerance, capital growth focus, and a time horizon of greater than five years.

(2) Investment Time Horizon

Our portfolio timeframe will generally allow the portfolio to endure the volatility of market cycles.

(3) Risk Management

The Club defines and quantifies risk through the ongoing analysis of portfolio volatility (standard deviation). It monitors, and requires its managers to monitor and report portfolio volatility on a timely basis.

The following risk management guidelines should be adopted in the management of the Club's funds:

1. Based on the last ten years of performance history of the strategic benchmark, the chosen allocation should,
 - i. Not have shown an annualized volatility greater than 10% (to be measured in annualized Standard Deviations)
 - ii. Not have shown any monthly unrealized loss, relative to the appropriate benchmark, greater than 7% in any one calendar month
2. The tracking error of the Club's portfolio versus the agreed strategic benchmark should not exceed 5%. The Club acknowledges that systemic risk is present in any investment and accepts that losses may be incurred in certain economic environments. However, the investment portfolio should utilize strategies of diversification (such as asset allocation and security selection) to eliminate or minimize individual security/sector/asset class specific risks (idiosyncratic risks).
3. Tax Considerations: There are no significant tax considerations, beyond withholding taxes, that would affect or restrict the Club's investment activities.
4. Preferences, Investment Restrictions and Manager Guidelines:

Our preferences and restrictions for the asset allocation and managers managing portions of our portfolio are:

Type:

Asset Class:

Restrictions/Guidelines:

Alternatives: The Club monitors the cost of investing closely. Consequently, high cost funds and/or other investments must be individually reviewed by the ISC before selection.

Specific Investments:

While the below activities may form part of an investment program or "fund" that is utilized by the Club's Investment Managers, The Club may not directly undertake the following activities;

- Directly trade in Futures of any kind (unless for currency hedging purposes);
- Directly trade in derivatives transactions that would present the possibility of losing amounts above capital invested.
- Utilize margin or deploy direct leverage of the Club's portfolio.
- Directly short selling securities.

(4) Currency Considerations

The Club is operationally hedged as it generates revenue and receives membership fees in Singapore dollars and pays its expenses in Singapore dollars. For its future capital needs, the Club should invest in a pool of diversified assets projected to deliver investment returns which, when converted into Singapore dollars, are adequate to meet Club's future capital needs. During this activity, the Club's portfolio may be exposed to currencies other than the Singapore dollar to achieve its investment objectives and geographical diversification. The ISC should monitor the portfolio's positioning and performance to ensure that the portfolio's investment returns and risk profile remain appropriate for the Club's long-term capital needs, and if exposure to currencies other than the Singapore dollar is deemed to threaten the Club's ability to meet its investment objectives, should consider hedging the portfolio or a portion thereof, to the Singapore dollar. The cost of hedging, likely portfolio returns, and any upcoming funds draw-down requirements should be a factor in the hedging decision.

IV. ASSET ALLOCATION AND ALLOCATION RANGES

The assets of the Club's investment portfolio shall be diversified among various classes of investments. While the allocation of assets at any given time is dependent upon the overall economic and financial outlook and the relative risk/return parameters and valuation levels for each asset class, these assets will generally be managed taking into account the following "Strategic Asset Allocation" target, with allowances for deviation by the stated "Tactical Asset Allocation" ranges as per below:

	Strategic Asset Allocation Target	Tactical Asset Allocation Ranges
Equities	70%	55 – 80%
Fixed Income	30%	20 – 45%
Alternative Investments	0%	0 – 5%
Commodities	0%	0 – 5%
Cash/Cash Equivalents	2%	2 – 30%

The Strategic Asset Allocation provides a guide for managing the portfolio with the aim of achieving the Club's investment portfolio objectives within the boundaries of its risk tolerance. The day-to-day management of the portfolio is implemented through Tactical Asset Allocation decisions and manager selection. Both are to be implemented by, and are the responsibility of, the Club's investment advisors. The asset class benchmarks and resulting Strategic Asset Allocation portfolio benchmarks represent base line targets to be met or exceeded through active management. Due to cost considerations, excessive portfolio turnover is to be avoided, and the Investment Manager should note that the ISC will pay special attention to this aspect.

In the event the draw-down of a significant portion of the investment portfolio is required for the Club's redevelopment or other needs, the investment advisor should decrease the portfolio's allocation to equities and increase the allocation to fixed income over a four- year glide path to try to minimize the portfolio's exposure to market volatility as the Club approaches its draw-down date.

APPENDIX A
Investment Styles and Performance Benchmarks

Performance is currently benchmarked against the following indices:

- (1) MSCI World Total Return Net Index, a free float-adjusted market capitalization index that is designed to measure global developed market equity performance.
- (2) Bloomberg Barclays Global Aggregate 1-10 Years ex-Japan Index, which provides a broad based measure of the global investment grade fixed income markets
- (3) Hedge Fund Research, Inc. Fund of Funds Diversified Index, a widely used hedge fund benchmark
- (4) SIBOR cash rates

These benchmarks may change from time to time as suggested by the Investment Manager and adopted by the ISC.

The investment performance of each investment category within each asset class should be benchmarked against an appropriate market index.

APPENDIX B
EXAMPLE REQUEST FOR PROPOSAL FOR INVESTMENT ADVISORY AND MANAGEMENT
SERVICES FOR THE AMERICAN CLUB, SINGAPORE

The American Club in Singapore is a registered society organized under the laws of the Republic of Singapore. Its objectives are to provide social and recreational facilities for the comfort and convenience of Members and guests and to serve as a centre of activity for the American and Canadian communities in Singapore.

The Club's Investment Sub-Committee (ISC) is a sub-committee of the Finance Committee, which in turn is established by The Club's General Committee under The Club's bylaws. The ISC is composed of members who meet infrequently and its composition changes with regularity. Whilst the ISC oversees the implementation of the investment policy of The Club, it is not involved in the direct management of the investment portfolio. Rather, the ISC, with oversight from the Finance and General Committees, establishes investment goals and objectives, selects investment managers and monitors performance. The Club does not have a treasury function or staffing to support the investment portfolio beyond that required for making accounting entries to record balances and returns, and accordingly The Club's investment advisor(s) must provide execution, monitoring, and reporting functions.

The Club's cash and investments arise from membership fees and operations, all of which are denominated in Singapore Dollars, as are all of its operating and capital expenditures.

The Club is requesting proposals to provide investment management and advisory services for its cash and investment balances. It is the goal of The American Club to construct an investment policy based on the general framework constructs of Modern Portfolio Theory, to develop a diversified portfolio able to deliver consistent returns with manageable risk. This is a quasi-endowment fund established for the purposes set forth in The Club's Investment Policy (see the attached Chapter 26 of The Club's Bylaws).

The portfolio consists of the accumulated capital funds of The Club not needed for specific projects or to fund the operations of The Club, and which are being accumulated for future capital projects that have not yet been defined but that will emerge over an uncertain time horizon. Although the principal and accumulated earnings may be drawn against for capital projects from time to time, the fund is to be invested using a long-term time horizon of greater than five years. The Club anticipates a minimum lead time for any expenditure of this fund of approximately a year, in order that the fund manager be able to make an orderly exit from investments. The investment characteristics and objectives for this fund are moderate risk tolerance, capital growth focus, and a time horizon of greater than five years.

However, the ISC seeks further input in your proposal, and in future discussions with the advisor(s) selected, regarding the appropriate principal balance, investments, and appropriateness of the expected total return and strategy for meeting this objective.

The Club currently has an investment policy, as listed below, governing acceptable investments, however the ISC is willing to re-visit this policy as part of the overall re-alignment of the investments in consultation with The Club's appointed Investment advisor/manager.

Information Requested in RFP

(1) Proposed Portfolio

- Describe the details of your products and services you are proposing to meet the investment and management goals of The Club.
- Provide details of the proposed portfolio and model its target returns over 5 years, and historic returns (in SGD) over 1, 3, 5 and 10 years (include standard deviation as a measure of portfolio volatility).
- Model its historic performance against The Club's selected benchmark.
- Please provide the basic information on how The Club's investment account would be structured with a specific emphasis on the account's domicile and regulatory background.

(2) Reporting (Please note the following)

- The Club requires 6 monthly reviews with the ISC in person,
- Quarterly written updates,
- Monthly valuations to be accessible online.

(3) Fee Structure

- The ISC is required to pay close attention to the costs of its investments and portfolio management services. Please provide details of your proposed fee scale. Explain what this would include (e.g. custodial, trustee, audit charges, commissions, trading fees and other costs).
- Provide details of all other sources of remuneration you will derive from managing this portfolio.

(4) Investment Process

- Describe your Investment philosophy and the fundamental beliefs about markets, which guide your investment process, in so far as these are relevant for the management of The Club's investments.
- Please describe your investment selection process. Describe the qualitative and quantitative criteria you use to decide if a manager is suitable for addition to the portfolio.
- Are there strategies in which you will not invest? Please explain.
- How many funds do you research? Who provides your research? How is your research updated and how often?
- Considering the initial size of The Club's investment portfolio, how many investment holdings/positions would you typically invest in?
- What is the maximum percentage allocation to any single manager of the portfolio?
- How is your investment strategy determined and how often do you typically change strategy allocation?
- How do you respond to external shocks that may impact strategy?
- Describe how you communicate with managers and monitor their investment activity once they have been selected.
- Provide detailed procedures of your compliance process.

(5) People

- Describe your account service personnel (i.e. who will be responsible for The Club's account, and for communicating with/reporting to The Club)
- Provide short biographies of the key individuals involved in the management of The Club's portfolio together with relevant qualifications and licensing
- Provide an organization chart for your investment management business.

(6) Company Information

- Relevant due diligence information on your Company. This should include a description of your licensing and regulatory position in Singapore – or elsewhere – in so far as these have a bearing on the structure and regulatory position of The Club's port

SIMPLIFIED RULES OF ORDER FOR USE BY CLUB COMMITTEES

Parliamentary law is built upon the principle that all rights must be respected. This includes the rights of the majority, the minority, individuals, absentees, and all these together. When both conducting and/or attending a committee meeting, Members should adhere to the following in order to ensure democracy and smooth sailing.

- (1) The presiding officer should be strictly impartial.
- (2) Only one item may be considered at a time.
- (3) The vote of the majority decides.
- (4) Parliamentary law is based on common sense and courtesy to all.
- (5) Motions have a definite and logical order of precedence.
- (6) Full and free discussion of every proposition presented for decision is an
- (7) established right of members.
- (8) Parliamentary procedure should not be used to awe, entangle, or confound the
- (9) uninitiated.
- (10) The organization is the chief concern.

RANKING ORDER OF BUSINESS IN AN AGENDA

- (1) Call to order
- (2) Determination of quorum
- (3) Approval of minutes
- (4) Officers' reports
- (5) Reports of standing committees
- (6) Reports of special committees
- (7) Unfinished business
- (8) New business
- (9) Announcements
- (10) Adjournment
- (11) Program

PRESENTING A MOTION

There are eight basic steps required to transact business in a deliberative assembly. They are as follows:

- (1) The member arises and addresses the Chair.
- (2) The Chair recognizes the member who arose.
- (3) The member proposes the motion.
- (4) Another member seconds the motion.
- (5) The Chair states the motion.
- (6) The assembly discusses the motion.
- (7) The vote is called by the Chair.
- (8) The Chair announces the result of the vote.

THE AMERICAN CLUB
SCHEDULE OF FEES

Ordinary Membership

This Membership Category is open to U.S. and Canadian citizens who are at least 21 years of age.

One-time payment (<i>inclusive of prevailing Goods and Services Tax</i>) Entrance Fee:	\$22,951.50
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Options for payment plan

Option 1 - 1 Year Payment Program

Initial Payment:	\$11,475.75
Premium:	\$600.00
2 Equal payments payable before the end of the 6th & 12th months:	\$5,737.88
Total Payment (<i>inclusive of prevailing Goods and Services Tax and premium</i>):	\$23,551.50

Option 2 - 12 monthly instalments via OCBC / UOB credit card

Monthly instalment:	\$1,787.50
Prevailing Goods and Services Tax:	\$1,501.50*
Total Payment:	\$23,551.50**
*prevailing GST to be paid upfront	
**inclusive of premium of \$600.00	

Option 3 - 24 monthly instalments via OCBC / UOB credit card

Monthly instalment:	\$893.75
Prevailing Goods and Services Tax:	\$1,501.50*
Total Payment:	\$23,951.50**
*prevailing GST to be paid upfront	
**inclusive of premium of \$1,000.00	

Option 4 - 3 Year Payment Program

Initial Payment:	\$7,650.50
Premium:	\$1,000.00
2nd Year Payment:	\$7,650.50
3rd Year Payment:	\$7,650.50
Total Payment (<i>inclusive of prevailing Goods and Services Tax and premium</i>):	\$23,951.50

Option 5 – Annual Payment Program

Payable over 4 annual payments, non-binding	
1st Year Payment:	\$6,600.00
2nd Year Payment:	\$6,600.00
3rd Year Payment:	\$6,600.00
4th Year Payment:	\$6,600.00

CLUB DIRECTORY OF SERVICES AND HOURS

Club Website	www.amclub.org.sg
Main Line	6737-3411
General Inquiries Email	info@amclub.org.sg

FOOD & BEVERAGE

<u>Department</u>	<u>Contact</u>	<u>Email</u>
Banquet & Catering	6739-4387/4417/4394	catering@amclub.org.sg
Tradewinds	6739-4361	tradewinds@amclub.org.sg
Grillhouse	6739-4357	grillhouse@amclub.org.sg
TAC2GO	6739-4435/4324	Tac2go@amclub.org.sg
The 2nd Floor	6739-4329	2ndfloor@amclub.org.sg
Central	6739-4359	central@amclub.org.sg
Union Bar	6739-4340	unionbar@amclub.org.sg

FITNESS & LEISURE

<u>Department</u>	<u>Contact</u>	<u>Email</u>
Aquatics Office/Starfish Swim School	6739-4450	
Aquatics Counter/Lost and Found	6737-4470	
Gym/Tennis/Squash/Sports Counter	6739-4312/4451	
Pilates Studio	6739-4465	

MEMBER ENGAGEMENT

<u>Department</u>	<u>Contact</u>	<u>Email</u>
Concierge Desk/Events Booking	6737-3411	concierge@amclub.org.sg
Essentials	6739-4405/4332	essentials@amclub.org.sg
Gourmet Pantry	6739-4344	gourmetpantry@amclub.org.sg
Thinkspace (Library & Business Center)	6739-4478/6735-1228	meetings@amclub.org.sg
Member Account Inquiry	6739-4390/4490	accounts@amclub.org.sg
Membership Office	6739-4335/4337/4460	membership@amclub.org.sg
sên Spa	6739-4449/4459/4311	spa@amclub.org.sg
The Quad	6739-4444/4413	youth@amclub.org.sg
The Bowling Alley	6739-4392	bowling@amclub.org.sg
The Quad Poolside	6739-4432	

MANAGEMENT STAFF

<u>Designation</u>	<u>Name</u>	<u>Contact</u>
General Manager	Christine Kaelbel-Sheares	6739-4376
Director of Finance	Audrey Lim	6739-4348
Director of Human Resources	Vincent Lim	6739-4321
Director of Food & Beverage	Shah Bahari	6739-4338
Director of Member Engagement	Julie Zul	6739-4334
Director of Information Technology	Chang Lim	6739-4389
Chief Engineer	Sophian Hanafi	6739-4378
Chief Security Officer	Nikita Rae Wong	6739-4498
Duty Managers		6739-4350

THE AMERICAN CLUB BYLAWS

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