

**HARBOUR PLAZA GOLF CLUB**  
**DONGGUAN**  
**CLUB RULES**

**Implementation Date: November/23/2023**

**Dongguan Hujing Holiday Country Co., Ltd.**  
**HARBOUR PLAZA GOLF CLUB DONGGUAN**



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## **Chapter I Club Profile**

### **(I) Operating Agency**

HARBOUR PLAZA GOLF COURSE is located in Dajing Management Zone, Houjie Town, Dongguan, Guangdong Province, China, being operated and managed by HARBOUR PLAZA GOLF CLUB DONGGUAN (hereinafter referred to as the "Club"), a branch of Dongguan Hujing Holiday Country Co., Ltd.

### **(II) Operation Mode**

The Club adopts a membership system, and the HARBOUR PLAZA GOLF COURSE is only open to Members of the Club (including guests invited by Members, hereinafter referred to as "guests"), specially invited guests (referring to guests invited by the Club and its affiliated enterprises when organizing special events, or owners of HARBOUR PLAZA housing estate approved by the Club), and students of HARBOUR PLAZA GOLF ACADEMY.

### **(III) Purpose**

The purpose of the Club is to offer Members of the Club (hereinafter referred to as "Members") venues and facilities for sports, leisure, and other activities that are compatible with golf. Members can enjoy

comprehensively meticulous service at the Club where their personalized needs can be met, and their privacy can be protected well for sports, leisure, social communication, and healthy quality of life.

## **Chapter II Membership**

### **(I) Members**

#### 1. Individual Members

1.1 An Individual Member refers to any person who is over the age of 18, physically healthy, and a fan of golf, and agrees with the Rules and By-Laws of the Club, truthfully fills in the membership application form and pays the membership fee and annual dues, and whose membership procedures have been approved by the Club.

1.2. The legal spouse as well as children under the age of eighteen and above the age of twelve ("Family") of any Individual Member can apply for supplementary cards upon payment of additional fees with the approval of the Club and shall be entitled to use the Club Facilities as the Individual Member does, subject to their compliance with the Rules and By-Laws of the Club.

#### 2. Corporate Members

2.1 Any officially registered company can apply to become a member of the company in its name. Corporate Member must provide valid

registration documents and appoint a company employee as the designated nominee when applying for membership. Unless and until the club receives any notice of change or withdrawal of nomination from a Corporate Member, the nominee of the Corporate Member shall have the right to use the club's premises and facilities as an individual member after their nomination is accepted by the club, and shall comply with the Club Rules and By-Laws as required by the individual member.

2.2 A Corporate Member may change the nominee during the term of membership, with the nomination fee paid for each change. (The nomination fee shall be based on the price list announced by the Club, and the Club reserves the right to make reasonable adjustments from time to time)

2.3 The legitimate spouse and children of the company's member nominee who have reached the age of 12 but not 18 (hereinafter referred to as the "nominee's family") can apply for a supplementary card after paying additional fees. After obtaining approval from the club, they have the same right to use the club's premises and facilities as the nominee, but must comply with the club's rules and regulations. If the nominee is replaced, the supplementary card of the nominee's family will become invalid, and the paid fees will not be refunded.

**3. Membership and qualifications of supplementary personnel (referring to member families, company member nominees, and their**

families, the same below) are exclusive and prohibited from being transferred.

## **(II) Membership Application**

1. Any person who intends to become an Individual Member (including family of member applying for a supplementary card) must:

1.1 complete and sign the application form, **agree to comply with the Club Rules, By-Laws**, and other necessary documents;

1.2 pay to the Club or to the account of such third party as notified or directed by the Club such membership fee; and make the payment of the annual dues in respect of his membership (Family supplementary card is free of annual dues);

1.3 submit a photocopy of ID card or passport etc. ID certificate, as well as an electronic 2-inch bareheaded photo.

2. Any company who intends to become a Corporate Member must:

2.1 complete and sign the application form, **agree to comply with the Club Rules, By-Laws**, and other necessary documents;

2.2 pay to the Club or to the account of such third party as notified or directed by the Club such membership fee; and make the payment of the annual dues in respect of his membership

2.3 submit the enterprise business license and the identity document of the legal representative.

2.4 Upon completing the nomination/supplementary card procedure, the nominee and its families of the Corporate Member shall sign and agree to comply with the **Club Rules, By-Laws**, and other necessary documents as required;

### **(III) Membership Term**

1. All members of the club are not lifelong members and shall determine the length of term of membership while applying for membership, all members shall pay appropriate membership fee and annual dues according to the membership sales price announced by the Club for the time being in force, and only enjoy membership rights during the corresponding term.

2. Except for force majeure events or those who have paid the membership fee and annual dues to obtain membership, all memberships will expire at the time specified in the membership application form.

### **(IV) Membership Cards**

1. The Club shall issue one membership card to each Member of different terms. Family of Individual Members may upon application and on

payment of such fee as the Club may consider appropriate be issued supplementary cards. Membership cards/ supplementary cards cannot be lent to others for use.

2. If a membership card or a supplementary card held by a Member or family of Individual Members is lost, stolen or defaced, the Member concerned may apply to the Club for a replacement card. The Club shall issue such replacement card upon receipt of fee from the Member as the Club may consider appropriate.

3. Members who stay at the Club Premises at any time must always take their membership cards, and actively present the membership cards to the manager or security personnel of the Club upon request.

4. The club qualification documents (if any) held by the company's member nominee and their families are only used to prove their right to use the club's premises and facilities, and do not represent an individual membership.

### **Chapter III Fees**

#### **(I) Charging Items and Standards**

1. Membership fee: All members shall apply for membership and pay the membership fee according to the membership sales price announced by the Club for the time being in force (**such membership fee is a fee for**



**purchase of membership and not a deposit, so it will not be refunded upon expiration of membership).**

2. Annual dues: The Club has the right to set the price and to increase the fee standard as determined by the Club and at its discretion.

3. Green fees (Members who pay annual dues on time are exempt): When guests are invited to play golf, they will be charged according to the fee standards announced by the Club from time to time. Before inviting guests, Members may inquire about the fee standards in advance by phone.

4. Insurance premium (players who play the game of golf should purchase the recommended insurance items, except those who can provide other commercial insurance policies which cover the scope of liability and the sum of the damages specified in the policy clauses set forth in the attachment): RMB 6/day (the price will be adjusted according to the price charged by the insurance company).

5. Other fees, such as entrance fees for driving range (Members who pay annual dues on time are exempt), catering fees, competition fees, rental fees for golf clubs and carts, bag storage fees, and caddie service fees, **are charged by the Club according to the fee standards announced by the club from time to time. Members and guests can inquire about the fee standards to choose items on a voluntary basis.**

6. Nomination fee for Corporate Members: If a corporate member changes the nominee during the term of membership, the nomination fee shall be paid at each change.

## **(II) Payment time**

1. Membership fee shall be paid in a lump sum when applying for membership.

2. Annual dues, starting from the date of signing the membership application, members must pay the annual membership fee for one year from the date of signing in a lump sum while paying the membership fee; Pay off the annual membership fee for the following year before December 31st each year (if any).

3. Other fees shall be forthwith paid in full.

## **(III) Late Payment**

1. If Members fail to pay annual dues for more than 30 days, they must pay a penalty of 2% of the unpaid fee on a monthly basis.

2. If Members fail to pay annual dues for 60 days or more, the Club shall have the right to suspend such Members from using the Club Facilities until such time as payment has been effected.

3. If Members fail to pay annual dues for 90 days or more, the Club shall have the right to treat the Members as giving up their membership, and to

terminate their membership and the supplementary cards of their family without prejudice to any other action it may take against such Members with regard to such non-payment.

4. Corporate Members shall bear all expenses incurred by their nominees at the Club (except those paid by the nominees themselves).

#### **Chapter IV Membership System**

(I) Members (including family of individual members who apply for supplementary cards) shall during the term of their membership and subject to compliance with the Rules and By-Laws of the Club for the time being in force ("Rules and By-Laws") be entitled to use the Club facilities located at the Club Premises.

**(II) The membership of any member, supplementary card (refers to member's families, company member nominees, and their families) are exclusive and transfer thereof is invalid. If the membership is transferred without permission, the Club shall have the right to refuse to render membership services to the transferee.**

(III) The Club Premises and the Club Facilities are assets of the Club and a Member shall not by reason of his membership be under any financial liability to the Club except for payment of his Membership Fee, annual dues and any other sums due or levied under the Rules and By-Laws, and he shall not by reason of his membership have any proprietary rights,

claims whatsoever in respect of the Club, whatsoever either during the existence of the Club and upon its dissolution.

(IV) Members shall play golf in accordance with the Rules and By-Laws of the Club.

(V) Members shall be allowed to introduce guests onto the Club Premises to play golf or have a dinner. While on the Club Premises, any guest fees payable shall be the responsibility of the guest or the introducing Member.

(VI) When members have objection to the management of the Club, they should appeal to the Club in a reasonable and legal manner, and shall not insult personnel of the Club with indecent or abusive language and/or any form of violence.

(VII) Members shall pay the Club dues (including annual dues) in a timely manner. If a Member fails to pay the fees on time, the Club has the right to suspend the Member's rights and interests until the Member pays off all outstanding fees.

## **Chapter V    Management of the Club**

(I) The Club shall have the right to amend, add to or waive compliance with any of the conditions relating to membership specified in these Rules.

(II) Regarding Members and/or their family and/or guests, or their belongings or property brought to the Club Premises, in case of any personal injury or property loss to the members which are not intentionally

or negligently caused by the Club, the Club will assume no responsibility for such personal injury or property loss.

(III) Each Member (include corporate membership nominee, the same below) and/or his family and/or guests shall indemnify the Club against all claims, demands, losses, damages, costs, expenses and liabilities whatsoever suffered, sustained or incurred by the Club arising from or otherwise in connection with the breach of any of the Rules and By-Laws or arising from or otherwise in connection with any act, omission or negligence of such Member and/or his Family and/or guests. If the nominee and/or their families and/or their guests of a Corporate Member is held accountable for the abovementioned acts, the nominator shall bear joint and several liability.

(IV) As golf is a sport with potential danger. To minimize personal and/or property damage to Members and/or their family and/or guests/or employees in the event of accidental injury. All members who play the game of golf should purchase the comprehensive insurance service of the Golf Club. All members and/or their family and/or guests shall bear personal and/or property damage in the event of accidental injury, unless such damage results from the fault of the Club.

(V) Any slander that infringes on the reputation of the Club or any attempt to interfere with the Club's operation is strictly prohibited.

(VI) The Club shall appoint a manager of the Club (the "Manager") who

shall be responsible for the management of the Club Facilities, all financial and other matters connected therewith and the day-to-day management of the Club on behalf of the Club.

## **Chapter VI Suspension, Termination, and Inheritance of**

### **Membership**

#### **(I) Suspension of Membership**

1. The Club reserves its right to conduct such investigation or proceedings as it may consider necessary in respect of any complaint against, misconduct by, non-payment of any sums due and payable hereunder or any other breach of the Rules and By-laws by any Member and/or his family and/or guests. In the event of any finding made against such Member and/or his family and/or guests, the Club shall take such actions as it may consider appropriate including but not limited to the levy of fines, suspension of membership rights of such Member and/or his family and/or guests.

2. Upon the suspension of membership, a Member and/or his family shall not be permitted, for the duration of the suspension, to use the Club Facilities, or exercise any other rights in respect of his membership, but shall continue to be liable for any monthly dues and any sums due and payable by such Member to the Club.

#### **(II) Termination of Membership**

1. A Member shall cease to be a member of the Club:-

(1) if he tenders a letter of resignation to the Club and such resignation is accepted by the Club;

(2) upon the expiration of the term of membership provided herein;

(3) if he fails to pay the annual membership fee for more than 90 days, the membership will be terminated as waiver of membership.

(4) The Corporate Members are declared bankrupt or dissolved in accordance with the law, or their business licenses are revoked, ordered to close down, or revoked.

2. On ceasing to be a Member, all rights to use the Club Facilities shall terminate and such Member and his Family shall forthwith comply with all prevailing terms and conditions as determined by the Club to effect a complete termination of his membership, including but not limited to the surrender to the Club of all membership cards/supplementary cards and any identification which the Club has issued.

### **(III) Expulsion of Membership**

If a member commits a wrongful act in the Club and causes losses to a third party with an amount equivalent to RMB 100,000 (including but not limited to members and/or their families and/or their guests, club employees), or has misconduct such as intentionally harming others, obstructing others from using club facilities and other negative behaviors or if his membership is suspended more than twice during the term of the

membership, the Club is entitled to expel the member concerned without the need to refund the membership fee, annual dues, and other fees.

**(IV) Inheritance of Membership (not applicable to Corporate Member)**

If an Individual Member dies, his Family who have been previously issued with supplementary cards may continue to use the Club Facilities. The personal representative of the deceased Member transfers the Club membership to the legal beneficiary of the deceased Member. In such event, the legal beneficiary may apply to become a Member in accordance with the Rules and By-Laws.

**Chapter VII Protection of Member Privacy**

When members choose to become members of the Club on a voluntary basis, the Club will collect their personal information (referred to as "Personal Information"), such as name, ID card, bank card information, WeChat account, email address, phone number, and so on, for the purpose of better understanding and serving the members.

The Club attaches great importance to protecting the personal information of the members. Without the consent of the members, the Club will not disclose their personal information to unauthorized third parties, nor make it public, unless such information is disclosed to third parties due to the following reasons:



A. Disclosure to the public as required by national laws and regulations;

B. Disclosure as required by the requirements of national judicial authorities, administrative regulatory authorities, and other competent authorities in accordance with legal procedures;

C. Disclosure for protecting the legitimate rights and interests of members;

D. Disclosure in an emergency for protecting the personal safety of other users and third parties;

E. Disclosure with the consent of members or at their request.

The club will take comprehensive security measures to prevent the loss, improper use, unauthorized reading or disclosure of members' personal information as much as possible. **All members shall understand that due to technological limitations and various malicious means that may exist, even if we do our best to step up security measures, it is impossible to always ensure complete safety of such information.**

## **Chapter VIII Intellectual Property Right**

Members acknowledge and agree that any intellectual property rights and related rights pertaining to trademarks, copyrights, domain names in materials and content sourced from the Club (including but not limited to corporate names, trade names, trademarks, logos, advertisement, software,

technology, programs, data, documents, posters, images, videos, designs, materials, presswork, etc.) belong to the Club and/or its affiliated companies, including intellectual property rights and related rights derived from such materials and content (hereinafter collectively referred to as "Intellectual Property Materials of the Club").

Without prior approval and written authorization from the Club, no member can acquire the intellectual property rights owned by the Club due to his membership, or use the intellectual property materials of the Club in any form without authorization, including but not limited to: A. the use of the intellectual property materials of the Club without prior approval from the Club; B. unauthorized use of materials that are identical or similar to the intellectual property materials of the Club to register or apply for any form of trademark, copyright, domain name, patent or other rights in any country or region; C. unauthorized use of materials that are identical or similar to the intellectual property materials of the Club to register any form of enterprise or other entity, or network account, or conduct similar behavior in any country or region; D. unauthorized release or dissemination of intellectual property materials of the Club; E. other behaviors that impairing the intellectual property rights of the Club or dissemination of false information.

## **Chapter IX Alteration of the Club Rules**

The Club may at any time amend these Club Rules for the time being in force, and such altered terms and conditions of these Club Rules shall be deemed to be an integral part of the Club Rules. The Club shall notify Members of every such amendment through bulletin board, official website, official account and other forms. Unless otherwise required by laws and regulations, **once the altered Club Rules are notified or announced, it will automatically take effect, and all Members will be deemed to have accepted it and shall be bound by every such amendment.**

## **Chapter X Force Majeure**

Upon the occurrence of an event of force majeure which shall include any incidence of fire, explosion, pollution, epidemic, war, rebellion, civil commotion, terrorist attacks, administrative action, and natural disasters such as earthquake, typhoon, flood, which results in the whole or any part of the Club Premises or Club Facilities being made substantially unusable or render the use of the Club Premises or Club Facilities impossible or unlawful, the term of membership of all Members shall be deemed to have suspended or lapsed and all Members shall waive all their rights of their Club membership as provided herein.

## **Chapter XI Notice**

Each Member shall register with the Club an address to which any notices or other correspondence are to be sent and shall promptly notify the Club of any changes of such registered address.

Any notice to be given to any Member may be given by sending the same by post, email or WeChat to the Member at his address registered with the Club.

Such notices may also be placed on the Club notice board, official website or official account.

## **Chapter XII Language**

These Club Rules are written in both English and Chinese but in the event of any difference in the meaning between the two versions, the Chinese version shall prevail.

## **Chapter XIII Applicable Laws and Jurisdiction**

The laws of the People's Republic of China shall apply and all Members hereby agree to submit to the jurisdiction of the people's courts where the Club is located.

**The Club hereby reminds all members to pay attention to the clauses herein that limit or exempt members, their family or guests from liability, as well as those that increase the liability of such persons. Members have carefully read and fully understood these stipulations and agree to submit to them.**

