

Qualifications of Applicant of Thailand Privilege Card

泰国精英卡申请人资格

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.
10. Not being a person involved, directly or indirectly, in bankruptcy or insolvency liquidation.
11. Not being a person involved, directly or indirectly, in money laundry or financial crime.
12. I am aware of my duty to conduct 90-day report when I stay 90 days consecutively in Thailand.
13. I am aware of my duty to present myself to the Immigration Bureau when I stay 365 days consecutively in Thailand irrelevant to the 90-day reports which I accomplish prior to the 365 day consecutive stay.
14. I am aware of the application condition of which I must not have more than one overstay record in Thailand in the part three years.
15. I am aware of my duty to keep my residence record in Thailand so called TM30.

本人在此证明已具备以下资格：

1. 持有护照，且该护照亦已附有泰国境外大使馆、领事馆或外交部发出的签证。
2. 没有被泰国或是外国法院判处监禁；轻微或过失犯罪除外。
3. 本人并非由泰国或外国政府发出逮捕令须拘捕的人，也非泰国或外国政府监视名单中的人。
4. 没有被泰国或外国政府驱逐出境的记录。
5. 没有被认为将危害泰国社会，或可能危害泰国社会安宁或公共安全的人。
6. 入境泰王国后并未违反公共秩序或违反善良风俗。
7. 本人根据泰历2522年《移民法》或其他移民相关法则获准进入泰王国并逗留。
8. 本人入境、离开泰王国都是经由泰历2522年《移民法》所指明的途径、检查站、车站或地区。
9. 本人按照所要求的表格、方法和条件提交了所有信息，并已通过了指定检查站内检查官的出入境检查程序以前往、离开泰王国。
10. 本人并无直接或间接涉及破产或破产清算。
11. 本人并无直接或间接参与洗钱或金融犯罪。
12. 本人知悉当在泰国连续逗留90天时，有义务进行90天的报到。
13. 本人知悉当连续365天在泰国逗留时，无关之前是否进行过90天报告，均有义务亲身向移民局报到。
14. 本人知悉申请条件为过去三年内不得有超过一个逾期逗留的记录。
15. 本人知悉有责任申报在泰国的居住记录称为TM30。

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 15 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case.

I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company. In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

本人在此证明，本申请表中所填写的声明以及以上第1条至第15条所述的内容均据实以报、完整及无误。在成为泰国精英卡会员后，如有任何情况使这些声明中的任何一条信息不正确，或移民局官员不允许本人进入泰国，或签证申请被拒绝，则应被视为公司有权取消申请或取消本人的会员资格（视情况而定）。

在此情况下，本人将不会要求退还申请费，也不会要求公司赔偿任何损失。此外，本人同意公司根据本人在泰国王家警察局、移民局、领事部、外交部和或其他相关政府部门保留与本人相关的信息来核实资讯，并同意公司向泰国王家警察、移民局、领事部、外交部或其他相关政府部门，透露本人的背景资讯。

Signature of Applicant / 申请人签署

(_____)

Date / 日期 ____ / ____ / ____

INFORMATION OF ELITE EASY ACCESS MEMBER

Name: Mr. Mrs. Ms. Others _____

First Name: _____ Middle Name: _____ Last Name: _____

Passport No.: _____ Expiry Date: _____

Date of Birth (DD/MM/YY): _____ Nationality: _____

Member ID No: _____

For Upgraded Elite Ultimate Privilege Membership

I hereby accept the rate of Upgrading Elite Ultimate Privilege Membership Fee and all of the terms and conditions as stated in the Upgraded Elite Ultimate Privilege Membership Agreement which I have signed as well as all benefits and Privileges provided at the time of the Company's approval of my Upgraded Elite Ultimate Privilege Membership.

I hereby confirm that all information provided in this Membership Upgrade Form, the Application, and the Upgraded Elite Ultimate Privilege Membership Agreement is true. I am fully aware that any false statements will lead my Upgraded Elite Ultimate Privilege Membership being terminated and may also render me liable to prosecution under Thai law.

Upgraded Elite Ultimate Privilege Applicant
Signature

Date ____/____/____

* All terms and conditions are subject to change. The Company reserves the rights to change any benefits and/or Privileges without prior notice.

Remark: Document Needed

- Upgraded Elite Ultimate Privilege Member's:
- copy of passport
 - a photo
 - completed Membership Upgrade Form
 - completed Application Form for Upgraded Elite Ultimate Privilege Membership
 - work permit (if any)



I wish to avail myself of the opportunity to upgrade my class of membership and Privileges which I presently enjoy under the Elite Easy Access Membership to the class of membership and Privileges under the Elite Ultimate Privilege Membership. I warrant the accuracy and completeness of the information provided in this Application for Upgraded Elite Ultimate Privilege Membership. By signing this Application, I request that the Company consider and approve the Upgraded Elite Ultimate Privilege Membership for me.

I warrant that my qualifications satisfactorily meet the requirements and/or conditions set forth in the Upgraded Elite Ultimate Privilege Membership Agreement attached hereto and forming an integral part hereof. Particularly, I warrant that, within seven (7) days after having received a written approval from the Company, I shall make payment or procure to arrange for payment of the Upgraded Elite Ultimate Privilege Membership Fee in the amount as prescribed in Clause 5.1 of the Upgraded Elite Ultimate Privilege Membership Agreement, without deduction of any bank charges, to the bank account of the Company which shall be notified to me by the Company, Sales Agent, or Service Provider on a non-refundable basis. I warrant that I have fulfilled the conditions precedent set forth under Clause 2.1 of the Upgraded Elite Ultimate Privilege Membership Agreement. I warrant that failure to timely satisfy the condition precedent under Clause 2.1, the requirement under Clause 5.1 and/or any other clauses (if any) of the Upgraded Elite Ultimate Privilege Membership Agreement shall result in an automatic revocation of the Company's approval of my Upgraded Elite Ultimate Privilege Membership without any notice from the Company.

I have comprehensively studied and understood all terms and conditions of the Upgraded Elite Ultimate Privilege Membership Agreement and accordingly agreed to be bound by them. I understand that the Upgraded Elite Ultimate Privilege Membership is subject to a pre-requisite in form of written approval by the Company. I understand that once the Application is approved by the Company, the validity of Upgraded Elite Ultimate Privilege Membership will remain for the period of _____ () years and _____ () months. I shall not withdraw any consent or authorization given in this Application if the Company approves the Upgraded Elite Ultimate Privilege Membership for me.

I confirm that I am *sui juris* under Thai law and having attained the age of or over twenty (20) years old. I also confirm that my manifestation to submit this Application for the Upgraded Elite Ultimate Privilege Membership is neither being made under any influence of any conduct or substance illegal under Thai law, nor duress, mistake, misrepresentation, fraud, nor any other facts or circumstances capable of rendering this Application and the Upgraded Elite Ultimate Privilege Membership Agreement void or voidable.

Signature _____ Applicant
(_____)
/ /

Supporting Document needed:

1. Copy of passport
2. A photo
3. Completed Membership Upgrade Form
4. Completed Application Form for Upgraded Elite Ultimate Privilege Membership
5. Work permit (if any)

<p><i>For TPC use only</i></p> <p><input type="checkbox"/> Approved</p>	<p><input type="checkbox"/> Not Approved</p> <p>Reason(s): _____</p> <p>_____</p>
<p>Signed by: _____</p> <p>(_____)</p> <p>/ /</p>	<p>Signed by: _____</p> <p>(_____)</p> <p>/ /</p>

Thailand Privilege Card Company Limited's accounts for remittance in Thai currencies

	Thai Baht Remittance
Account Name	Thailand Privilege Card Company Limited
Bank	Krung Thai Bank Public Company Limited
Account No.	170-0-12702-0
Branch	Empire Tower, South Sathorn
Swift Code	KRTHTHBK

In this Application, unless the context otherwise requires, the definitions set out in Clause 1 of the Upgraded Elite Ultimate Privilege Membership Agreement shall have the same meanings when used in this Application. Should there be any discrepancies requiring interpretation of any terms employed under this Application and the Upgraded Elite Ultimate Privilege Membership Agreement, it shall be so in good faith and to the limited extent only to adhere to the true intention of the Company as much as possible.

TERMS AND CONDITIONS OF UPGRADED ELITE ULTIMATE PRIVILEGE MEMBERSHIP

(the "Upgraded Elite Ultimate Privilege Membership Agreement")

By enrolling in this Upgraded Elite Ultimate Privilege Membership, the Upgraded Elite Ultimate Privilege Member agrees to be bound by the Upgraded Elite Ultimate Privilege Membership Agreement set out below. By applying for or purchasing the Upgraded Elite Ultimate Privilege Membership or acquiring the Privileges, the Upgraded Elite Ultimate Privilege Member represents that he/she has all qualifications as required in Clause 6 (Qualifications of the Applicant/Upgraded Elite Ultimate Privilege Member). The Upgraded Elite Ultimate Privilege Member agrees that the Company may from time to time amend or supplement the Upgraded Elite Ultimate Privilege Membership Agreement.

This Upgraded Elite Ultimate Privilege Membership Agreement is incorporated into and forms part of the Application for the Upgraded Elite Ultimate Privilege Membership.

1. Definition:

- a) **"Application"** means the application form for Upgraded Elite Ultimate Privilege Membership;
- b) **"Annual Fee"** means the annual fee to be paid by the Upgraded Elite Ultimate Privilege Member to the Company upon the lapse of every twelve (12) month period starting from the date of Company's approval of the Application throughout the validity period of the Upgraded Elite Ultimate Privilege Membership, in order to maintain the Upgraded Elite Ultimate Privilege Membership status, which is to be discussed more particularly in detail under Clause 5.2;
- c) **"Card"** means the membership card approved and issued to the Upgraded Elite Ultimate Privilege Member by the Company pursuant to the terms and conditions of this Upgraded Elite Ultimate Privilege Membership Agreement;
- d) **"Card Reissuing Fee"** means the fee to be paid by the Upgraded Elite Ultimate Privilege Member to the Company when the Upgraded Elite Ultimate Privilege Member requests for the issuance of the new card due to loss or damage to the Card, which is to be discussed more particularly in detail under Clause 5.4;
- e) **"Company"** means Thailand Privilege Card Company Limited;
- f) **"Exchange Rate"** means the exchange rate for conversion of foreign currency to Thai Baht announced by the Bank of Thailand, which will be notified by the Company or the Sales Agent (as the case maybe) to the applicant/the Upgraded Elite Ultimate Privilege Member upon a request by the Upgraded Elite Ultimate Privilege Member;
- g) **"Member Contact Centre"** means a contact centre of the Company or the Service Provider with which the Upgraded Elite Ultimate Privilege Member may make contact via a telephone or other communication channels as stipulated in the e-Privilege, or as the Upgraded Elite Ultimate Privilege Member shall be advised from time to time;
- h) **"Membership Transfer Fee"** means the fee to be paid by the applicant for the transfer of the Elite Ultimate Privilege Membership (from the Elite Easy Access Membership) to the Company pursuant to Clause 2.4, which is to be discussed more particularly in detail under Clause 5.3;
- i) **"Membership Upgrade Form"** means the upgraded membership form applied by the applicant/Upgraded Elite Ultimate Privilege Member, which forms part of and is integral to this Upgraded Elite Ultimate Privilege Membership Agreement;
- j) **"Penalty Charge"** means the charge to be paid by the Upgraded Elite Ultimate Privilege Member to the Company pursuant to the terms and conditions of this Upgraded Elite Ultimate Privilege Membership Agreement and the e-Privilege, which is to be discussed more particularly in detail under Clause 5.5;
- k) **"Prevailing Rate"** means the latest rate of the Upgraded Elite Ultimate Privilege Membership Fee announced by the Company in writing;
- l) **"E-Privilege"** means the e-Privilege and card holder manual which prescribe the terms and conditions of the Privileges and other details relevant to the Elite Ultimate Privilege Membership and the Elite Easy Access Membership, which shall be provided to the Upgraded Elite Ultimate Privilege Member by the Company once the Company has approved the Application and received the Upgraded Elite Ultimate Privilege Membership Fee and thereafter every subsequent year;
- m) **"Privileges"** means exclusive privileges as set out in the e-Privilege which are applicable to the Elite Ultimate Privilege Membership under the Elite Ultimate Privilege Membership Agreement and the Upgraded Elite Ultimate Privilege Membership under this Upgraded Elite Ultimate Privilege Membership Agreement, and which may be, from time to time, updated or amended by the Company;
- n) **"Sales Agent"** means an authorized representative of the Company;
- o) **"Service Provider"** means any person or any juristic entity, which may be developed from time to time, collaborating with the Company in providing the Privileges in relation to the Upgraded Elite Ultimate Privilege Membership as set out in the e-Privilege, or as the Upgraded Elite Ultimate Privilege Member shall be advised from time to time.
- p) **"Elite Easy Access Member"** means the applicant under the Upgraded Elite Ultimate Privilege Membership who prior to applying for the Upgraded Elite Ultimate Privilege Membership was granted Elite Easy Access Membership;
- q) **"Elite Easy Access Membership"** means the membership with the 5-year validity and under Privileges with regard specifically thereto set forth in the Elite Easy Access Membership Agreement, which the Upgraded Elite Ultimate Privilege Member (or, the then Elite Easy Access Member) was enjoying prior to applying for the Upgraded Elite Ultimate Privilege Membership;
- r) **"Elite Easy Access Membership Fee"** means the value of the Elite Easy Access Membership of THB 500,000 (five hundred thousand Baht) Inclusive of VAT, which the Elite Easy Access Member paid to the Company upon the Company's approval of its Elite Easy Access Membership prior to applying for the Upgraded Elite Ultimate Privilege Membership;
- s) **"Elite Easy Access Membership Agreement"** means the Elite Easy Access Membership agreement to and under which the Elite Easy Access Membership specifically prescribed is applied by, approved to, and vested in the Upgraded Elite Ultimate Privilege Member (or, the then Elite Easy Access Member) prior to the upgrade of Privileges under this Upgraded Elite Ultimate Privilege Membership Agreement;
- t) **"Elite Ultimate Privilege Membership"** means the Elite Ultimate Privilege Membership under the Privileges specifically prescribed thereto, to which the Upgraded Elite Ultimate Privilege Member wishes to upgrade under this Upgraded Elite Ultimate Privilege Membership Agreement, or to which an applicant who has qualifications under Clause 6 and wishes to apply (as the case may be);
- u) **"Transferred Elite Ultimate Privilege Membership"** means the Elite Ultimate Privilege Membership under which the Upgraded Elite Ultimate Privilege Member enjoys after approval of the Application, and which the Upgraded Elite Ultimate Privilege Member wishes to transfer to any person whose qualifications meet the requirement under Clause 6 and whose application for such transfer has been approved by the Company;
- v) **"Upgraded Elite Ultimate Privilege Member"** means the applicant under the Application whose Upgraded Elite Ultimate Privilege Membership has been approved by the Company;
- w) **"Upgraded Elite Ultimate Privilege Membership"** means the Elite Ultimate Privilege Membership approved to the applicant/Upgraded Elite Ultimate Privilege Member by the Company for the enjoyment of Privileges specifically prescribed thereto under this Upgrade Elite Ultimate Privilege Membership Agreement; and
- x) **"Upgraded Elite Ultimate Privilege Membership Fee"** means the membership fee which the applicant/Upgraded Elite Ultimate Privilege Member shall pay to the Company for the escalation of privilege class from the Elite Easy Access Membership to privilege class of the Upgraded Elite Ultimate Privilege Membership, which is to be discussed more particularly in detail under Clause 5.1.



2. Terms of Upgraded Elite Ultimate Privilege Membership

2.1 Conditions Precedent

The Company's approval, as well as receipt of the Upgraded Elite Ultimate Membership Fee, shall be conditions precedent for this Upgraded Elite Ultimate Privilege Membership Agreement.

2.2 Personal Information

The Upgraded Elite Ultimate Privilege Member agrees that the Company may check or reveal any personal information or any information provided in the Application or provided otherwise to the Company. This consent shall survive the termination or expiration of this Upgraded Elite Ultimate Privilege Membership Agreement. The checking and the revealing shall be limited for the purpose of the Upgraded Elite Ultimate Privilege Membership, or related services thereto, or other purposes as permitted by the law of the relevant countries.

2.3 Validity of Upgraded Elite Ultimate Privilege Membership

Subject to each of the Privileges' specific enjoyment period stated in Clause 4, the term of the Upgraded Elite Ultimate Privilege Membership shall be valid for the period of twenty (20) years, which is the validity period of Privileges under the Elite Ultimate Privilege Membership, less the number of privilege years under the 5-year validity of the Elite Easy Access Membership which has been used up by the applicant/Upgraded Elite Ultimate Privilege Member as of the date of the Company's approval of the Application, which is specifically stated in the Application; provided that the Upgraded Elite Ultimate Privilege Member shall consecutively pay the Annual Fee or arrange for the same to be consecutively paid per annum, and pay the Penalty Charge (if any) and other fees (if any) or arrange for the same (if any) to be effectively and fully paid to the Company within the due date specified in the Company's or the Service Provider's invoice or any other document to the same effect.

The unpaid Annual Fee and/or Penalty Charge (if any) and/or other fees (if any) will be treated as delinquent amount. If the Company does not receive full payment of such amount within the payment due date as specified in the Company's or the Service Provider's invoice or any other document to the same effect, then the Company shall be entitled to suspend all Privileges for the Upgraded Elite Ultimate Privilege Member at the Company's discretion until payment of such delinquent amount is made in full plus interest for late payment at the accrual rate of seven point five percent (7.5%) per annum.

2.4 Membership Transfer

Subject to prior approval by the Company and payment of the Membership Transfer Fee as stated in Clause 5, the Upgraded Elite Ultimate Privilege Membership and the Privileges can be transferred to any third party who has qualifications as stated in Clause 6 *mutatis mutandis*, provided such transfer shall be allowed to be made only one (1) time and after the transfer, the term of the Transferred Elite Ultimate Privilege Membership is subject to the remaining period of the Upgraded Elite Ultimate Privilege Membership under this Upgraded Elite Ultimate Privilege Membership Agreement. For the avoidance of doubt, the term of Transferred Elite Ultimate Privilege Membership will expire upon the lapse of the validity period of the Upgraded Elite Ultimate Privilege Membership as stated in Clause 2.3 above.

2.5 Termination :

(1) Automatic Termination

The Upgraded Elite Ultimate Privilege Membership shall be automatically terminated once the Upgraded Elite Ultimate Privilege Member dies or fails to maintain any of the qualifications set out in Clause 6, or it is apparent that the information provided by the applicant/Upgraded Elite Ultimate Privilege Member to the Company regarding the qualifications under Clause 6 is untrue.

(2) Termination due to Inappropriate Conducts

The Company may terminate the Upgraded Elite Ultimate Privilege Membership by giving an advance written notice to the Upgraded Elite Ultimate Privilege Member upon the occurrence of any of the following events:

- (a) The Upgraded Elite Ultimate Privilege Member has conducted any act which is considered to be illegal or contrary to public order or good morals and has negative impact on the images or business operations of the Company;
- (b) The Upgraded Elite Ultimate Privilege Member has fraudulently used his/her Privileges; or
- (c) The Upgraded Elite Ultimate Privilege Member has not complied with terms and conditions of this Upgraded Elite Ultimate Privilege Membership Agreement or the e-Privilege.

(3) Termination due to Government Policies

In case there is any order, rule, regulation or law announced by any related government authority which has an impact on the business operation of the Company to the effect that the Company is unable to continue its business or perform its operation as usual, the Company shall be entitled to terminate the Upgraded Elite Ultimate Privilege Membership by giving an advance written notice to the Upgraded Elite Ultimate Privilege Member.

(4) Rights and Duties after Termination

It is understood as follows:

- (a) In case of the termination pursuant to Clause 2.5 (1) or (2) above, the Upgraded Elite Ultimate Privilege Membership hereunder shall immediately become invalid whereupon the Upgraded Elite Ultimate Privilege Member's right to the Privileges hereunder shall be ceased and the Upgraded Elite Ultimate Privilege Membership Fee shall also be forfeited to the Company.
- (b) In case of the termination pursuant to Clause 2.5 (3) above, the Upgraded Elite Ultimate Privilege Membership hereunder shall immediately become invalid whereupon the Company shall refund the remaining Upgraded Elite Ultimate Privilege Membership Fee (if any) to the Upgraded Elite Ultimate Privilege Member, within thirty (30) days after the Card has been returned to the Company, less the following balances (if any) and costs:
 - (i) The Penalty Charge and/or outstanding fees; and
 - (ii) The costs of Privileges which have been used by the Upgraded Elite Ultimate Privilege Member during the validity of Upgraded Elite Ultimate Privilege Membership.



3. Service Access

- 3.1 The Card and the Upgraded Elite Ultimate Privilege Member's identification number are the keys to access the Privileges. The Upgraded Elite Ultimate Privilege Member must activate the Card to access the complete Privileges by visiting <http://www.thailandelite.com> or contacting the Member Contact Centre. The card must only be used by the Upgraded Elite Ultimate Privilege Member whose name is printed on the Card.
- 3.2 The Card or any proof of identity or any other evidence (as agreed by the Company and the Service Provider) must be shown to the Service Provider before obtaining the Privileges.
- 3.3 Signature as similarly appeared on the passport or on the Application shall be required from the Upgraded Elite Ultimate Privilege Member for the use of any services.

4. Privilege Usage and Benefits

- 4.1 It is understood that at present the following Privileges are subject to a limited number of usage per each calendar year Company shall provide the Privilege to the Member throughout the term of Upgraded Elite Ultimate Privilege Membership respectively as follows:
 - (1) Privilege Entry Visa; Renewable 5-year multiple entry visa with extendable 1-year length of stay per each entry;
 - (2) VIP greeting and escort on arrival and departure by Elite Personal Assistants;
 - (3) Complimentary limousine transfer from airport – residence or hotel – airport on international flights under the company's conditions;
 - (4) Complimentary massage at selected spa twenty four (24) times per each calendar year;
 - (5) Golf with complimentary green fee twenty four (24) times per each calendar year;
 - (6) Government Concierges – Business Networking, Immigration Service, Facilitation in Driver's Licence;
 - (7) Complimentary annual medical check-up at world class hospital one (1) time per each calendar year;
 - (8) Special Discounts at hotels, dining establishments, shopping malls and duty free shops; and
 - (9) Member Contact Centre – English, Korean, Mandarin and Japanese.The Company reserves the rights to change the above limitation of usage from time to time at its sole discretion.
- 4.2 The Company reserves the rights to modify, cancel and/or prescribe further limitation on any of the Privileges without prior notice. The use of the Privileges shall be subject to the specific terms and conditions as stated in the e-Privilege. The e-Privilege, as may be amended or supplemented, is considered an integral part of this Upgraded Elite Ultimate Privilege Membership Agreement. In case any of the Privileges has been used by the Upgraded Elite Ultimate Privilege Member up to the limited number as prescribed in Clause 4.1 or pursuant to this Clause 4.2 at any time in the future, the Upgraded Elite Ultimate Privilege Member agrees to pay the Company an additional charge for additional usages of the relevant Privileges in accordance with the rate which shall be notified to the Upgraded Elite Ultimate Privilege Member from time to time.
- 4.3 The change of the Privileges or the Service Provider will be notified from time to time to the Upgraded Elite Ultimate Privilege Member.
- 4.4 Any of the Privileges may be cancelled if it is prohibited by the laws of Thailand.
- 4.5 The scope of Privileges shall be in accordance with the specific terms and conditions as stated in the e-Privilege.
- 4.6 Subject to the membership transfer pursuant to Clause 2.4, the Privileges are considered to be personal rights of and inured only to the Upgraded Elite Ultimate Privilege Member, and in no case shall the Privileges be inheritable, or devisable.
- 4.7 **Liabilities & Limitations :**
 - (1) The Company shall not be liable to the Upgraded Elite Ultimate Privilege Member or a third party for any products or services provided by Service Provider to the Upgraded Elite Ultimate Privilege Member for any delay and/or defect in performance of the same by any reason whatsoever. Such limitation shall cover any loss or injury or any direct, indirect, incidental, consequential, punitive, or similar damages arising out of the use or the inability to use the Privileges. This limitation applies irrespective of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company has been advised of the possibility of such damage. The Upgraded Elite Ultimate Privilege Member hereby waives any and all claims against the Company arising out of the use or the inability to use the Privileges.
 - (2) All expressed or implied warranties, representations, statements, terms and conditions relating to the Privileges or this Upgraded Elite Ultimate Privilege Membership Agreement, not contained in this Upgraded Elite Ultimate Privilege Membership Agreement and/or the e-Privilege, are excluded from this Upgraded Elite Ultimate Privilege Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Upgraded Elite Ultimate Privilege Membership Agreement whether in contract, tort (including without limitation to negligence) is limited to an amount equal to the Upgraded Elite Ultimate Privilege Membership Fee paid by the Upgraded Elite Ultimate Privilege Member to the Company under this Upgraded Elite Ultimate Privilege Membership Agreement.
 - (3) The Upgraded Elite Ultimate Privilege Member agrees that the Company shall have the rights at all time to assign wholly or in part any or all of its rights, duties, and obligations to any of its affiliates or any other person, provided that the Upgraded Elite Ultimate Privilege Member is notified in writing prior to any such assignment.

5. Fee(s) and Conditions

5.1 Upgraded Elite Ultimate Privilege Membership Fee

The Upgraded Elite Ultimate Privilege Membership Fee is at THB 1,500,000 (one million and five hundred thousand Baht) exclusive of value added tax (calculated at the rate applicable at the time of application) or an equivalent amount in USD pursuant to the Exchange Rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/Upgraded Elite Ultimate Privilege Member. The amount of membership value, which is a combination of the Elite Easy Access Membership Fee paid by the then Elite Easy Access Member prior to applying for the Upgraded Elite Ultimate Privilege Membership and the Upgraded Elite Ultimate Privilege Membership Fee paid by the applicant/Upgraded Elite Ultimate Privilege Member, shall be the total of THB 2,000,000 (two million Baht) exclusive of value added tax.



5.2 Annual Fee

The Annual Fee is at THB 20,000 (twenty thousand Baht) exclusive of value added tax (calculated at the rate applicable at the time of payment) per annum or an equivalent amount in USD pursuant to the Exchange Rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/Upgraded Elite Ultimate Privilege Member.

5.3 Membership Transfer Fee

The Membership Transfer Fee shall be at the rate of twenty percent (20%) of Prevailing Rate exclusive of value added tax (calculated at the rate applicable at the time of transfer).

5.4 Penalty Charge

Cancellation of reservation for certain services pursuant to the e-Privilege must be notified in advance by the Upgraded Elite Ultimate Privilege Member to the Member Contact Centre in accordance with the terms and conditions as stated in the e-Privilege, otherwise the Upgraded Elite Ultimate Privilege Member shall be responsible to pay the Penalty Charge to the Company at the applicable rate so stated in the e-Privilege.

All fees, charges, and payments in this Upgraded Elite Ultimate Privilege Membership Agreement and the e-Privilege are non-refundable. The Company reserves the rights to change the said fees, charges, and method of payments without prior notice.

6. Qualifications of Applicant/Upgraded Elite Ultimate Privilege Member

The applicant/Upgraded Elite Ultimate Privilege Member must have and maintain to have following qualifications:

- 6.1 Neither having been sentenced by a judgment to imprisonment in any countries except for in case of a petty offence or an offence committed to negligence, nor being a fugitive from justice, i.e. an accused of criminal activities running away from trial, or a convicted felon escaping from penitentiary;
- 6.2 Neither having been adjudicated bankrupt, nor insolvent;
- 6.3 Neither having been declared as a person of unsound mind, incompetence, nor quasi-incompetence;
- 6.4 Being allowed to stay in Thailand in accordance with the immigration laws or any other related laws of Thailand;
- 6.5 Holding a foreign passport; and
- 6.6 Being sui juris under Thai law and having attained the age of or over twenty (20) years old.

7. Interpretation

In the event that interpretation of the terms and/or conditions of this Upgraded Elite Ultimate Privilege Membership Agreement or any part of this Upgraded Elite Ultimate Privilege Membership Agreement or document that is deemed a part of this Upgraded Elite Ultimate Privilege Membership Agreement or any of the terms and conditions stipulated in the e-Privilege is needed, the Upgraded Elite Ultimate Privilege Member hereby agrees that the Company's interpretation shall be conclusive. If there is any inconsistency between the terms and/or conditions of this Upgraded Elite Ultimate Privilege Membership Agreement and the terms and/or conditions of the e-Privilege, the terms and conditions of this Upgraded Elite Ultimate Privilege Membership Agreement shall prevail.

8. Governing Law

This Upgraded Elite Ultimate Privilege Membership Agreement shall be governed by and construed in accordance with the laws of Thailand.

9. Notice

- 9.1 Any notice or other communication in connection with this Upgraded Elite Ultimate Privilege Membership Agreement shall be made in writing in English language (a "Notice") and shall be sufficiently given or served if delivered or sent:
 - (1) In the case of the Upgraded Elite Ultimate Privilege Member to the mailing address as stated in the Application or any other address as shall be notified by the Upgraded Elite Ultimate Privilege Member to the Company from time to time.
 - (2) In the case of the Company to below address, or any other addresses (including that of the Service Provider) as stated in the e-Privilege, or as shall be notified by the Company to the Upgraded Elite Ultimate Privilege Member from time to time.

Thailand Privilege Card Company Limited

110/2 North Sathorn Road, Silom, Bangrak, Bangkok 10500 Thailand

Telephone: +66(0) 2352 3000 Facsimile: +66(0) 2352 3001 Email: memberservice@thailandelite.com Website: www.thailandelite.com

Attention: Member Contact Centre

- 9.2 Any notice may be delivery by hand or sent by fax or prepaid post in the case of service in Thailand, and airmail in the case of international service. Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received on the next working day in the place to which it is sent, if sent by fax, or sixty (60) hours from the time of posting, if sent by post, or at the time of delivery, if delivered by hand.

10. Miscellaneous

The Upgraded Elite Ultimate Privilege Member agrees and acknowledges that at any time based on the Company's discretion, the Company may waive its right to demand any compliance with the terms and conditions of this Upgraded Elite Ultimate Privilege Membership Agreement or the e-Privilege from the Upgraded Elite Ultimate Privilege Member. Such waiver shall not affect any right of the Company to enforce the terms and conditions of this Upgraded Elite Ultimate Privilege Membership Agreement or the e-Privilege at any time in the future.