

TERMS AND CONDITIONS OF ELITE PRIVILEGE ACCESS MEMBERSHIP (the "Elite Privilege Access Membership Agreement")

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

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

1. Definition in this Elite Privilege Access Membership Agreement:

- a) **"Application"** means the Application Form for Elite Privilege Access Membership submitted to the Company by the Core Member / the Next Member;
- b) **"Card"** means the Elite Privilege Access Membership Card approved and issued to the Core Member / Next Member by the Company pursuant to the terms and conditions of this Elite Privilege Access Membership Agreement;
- c) **"Company"** means Thailand Privilege Card Company Limited;
- d) **"Core Member"** means the member who is a biological parent or step parent, or a child or adopted child of the Next Member, or who is a married couple or civil union of the Next Member, having priority to still enjoy full Privileges upon the end or termination of their kinship under Clause 2.7, or upon their divorce under Clause 2.8, as the case may be, and whose name is stated as a core member in the Application;
- e) **"E-Privilege"** means the e-privilege and card holder manual which prescribe the terms and conditions of the Privileges and other details which are relevant to the Membership which shall be provided to the Core Member by the Company once the Company has fully received the Membership Fee;
- f) **"Elite Ultimate Privilege Membership"** means another membership program having previously launched by the Company with specific application, terms and conditions of membership and privileges, as well as separately required qualifications of potential members;
- g) **"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 / GSSA (as the case maybe) to the Core Member / Next Member upon a request by the Core Member or Next Member;
- h) **"GSSA"** means the global sales and services agent, which is authorized to represent the Company within the meaning of Sales Agent;
- i) **"Immediate Family Member"** means the biological parent, step-parent, married spouse, civil union (with certificate legally issued by relevant authority having jurisdiction in the Core Member or Next Member's country), children and legally adopted children of the Core Member;
- j) **"Member Contact Centre"** means a contact centre of the Company or the Service Provider with which the Core Member / Next Member may make contact via a telephone or other communication channels as stipulated in the e-Privilege, or as the Core Member / Next Member shall be advised from time to time;
- k) **"Member Identification Number"** means a member identification number which the Company shall issue to the Core Member / Next Member along with the Card.
- l) **"Membership"** means Elite Privilege Access Membership enjoyed collectively by the Core Member / Next Member;
- m) **"Membership Fee"** means the membership fee which the Core Member (or, in case of juvenile, through his or her legal parent or legal guardian) shall remit to the Company for enrollment of the Membership, which is to be discussed more particularly in detail under Clause 5.1.
- n) **"Next Member"** means any Immediate Family Member of the Core Member, who applies for the Membership and enjoys the Privileges under the collective Membership approved by the Company.
- o) **"Next Members"** means two more Immediate Family Member of the Core Member, who apply for the Membership and enjoy the Privileges under the collective Membership approved by the Company;
- p) **"Next Membership Fee"** means the membership fee which the Next Member shall remit to the Company for enrollment of the collective Membership, which is to be discussed more particularly in detail under Clause 5.2;
- q) **"Other Elite Memberships"** means any other memberships other than this Membership and the Elite Ultimate Privilege Membership made available, now or in the future, by the Company for a potential candidate.
- r) **"Penalty Charge"** means the charge (if any) to be paid jointly and severally by the Core Member and Next Member (if any) to the Company pursuant to the terms and conditions of the Privilege Access Membership Agreement and the E-Privilege, which is to be discussed more particularly in detail under Clause 5.3;
- s) **"Privileges"** means exclusive privileges as set out in the E-Privilege which may be, from time to time, updated or amended by the Company;
- t) **"Sales Agent"** means an authorized representative of the Company; and
- u) **"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 Membership as set out in the e-Privilege, or as the Core Member / Next Member shall be advised from time to time;

2. Terms of Membership

2.1 Conditions Precedent (for Core Member)

As a condition precedent for the Core Member's eligibility for applying for the Membership, the Core Member must by his or herself, or, in case of juvenile, through his or her parent or legal guardian, present to the Company documentary evidence attesting to his or her qualifications as required under Clause 6 in order to enjoy the benefits of Privileges under the Membership, which shall neither be invalid, nor expired, nor terminated at the time of filing the Application. The Company's approval, as well as receipt of the Membership Fee, shall also be conditions precedent for this Elite Privilege Access Membership.

In case such documentary evidence is originally made in any other language/languages other than English, its English translation must be prepared and certified as true translation by a translator acceptable to the Company, at the costs of the Core Member, and attached to such documentary evidence at the time of Application.

2.2 Conditions Precedent (for Next Member)

As a condition precedent for the Next Member's eligibility for applying for the Membership, and in addition to the qualifications required under Clause 6, the Next Member must by himself or herself, or, in case of juvenile, through his or her parent or legal guardian, present to the Company documentary evidence attesting to his or her kinship to either the Core Member or Next Member (whose Application has been submitted to and already approved by the Company prior to this Application), or present to the Company documentary evidence attesting to his or her legal marriage status with the Core Member within the definition of the Immediate Family Member in order to enjoy the benefits of Privileges under the Membership, which kinship or marriage status shall neither be invalid, nor expired, nor terminated at the time of filing the Application. The Company's approval, as well as receipt of the Next Membership Fee, shall also be conditions precedent for this Elite Privilege Access Membership Agreement.

In case such documentary evidence is originally made in any other language/languages other than English, its English translation must be prepared and certified as true translation by a translator acceptable to the Company, at the costs of the Next Member, and attached to such documentary evidence at the time of Application.

2.3 Personal Information

The Core Member / Next Member agree 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 Elite Privilege Access Membership Agreement.

2.4 Validity of Membership

The Membership for the Core Member shall be valid for a period of ten (10) years, and the Membership for Next Member shall be valid for a period equal to the remaining term of the Core Member's Membership.

2.5 Suspension

The Privileges under the Membership is subject to partial or complete suspension upon the Company's absolute discretion, if during the validity period there incurs any Penalty Charge and/or other fees for which the Core Member / Next Member are jointly and severally responsible but fail to fully settle within the due date so specified in the invoice. For the avoidance of doubt, the outstanding Penalty Charge and/or other fees will be treated as delinquent amount, which shall be subject to interest at the accrual rate of seven point five (7.5) percent per annum.

2.6 Vacancy in Membership

Upon demise of the Core member, or of one or more of the Next Members, the vacancy in the Membership shall have no effect whatsoever to the Privileges under the Membership for the remaining Next Members, in which case such Privileges shall continue to be valid until the end or early termination thereof.

Upon demise of the Core Member, if the Core Member is survived by one surviving Next Member, such surviving Next Member whose Application has been approved by the Company and who is enjoying the Membership at the time of demise shall escalate to assume the status of and become the Core Member. However, if the Member is survived by at least two surviving Next Members, all surviving Next Members shall consult and select among themselves the Next Member who shall become the Core Member.

In both cases, upon the surviving Next Member's or the selected surviving Next Member's notice to the Company of the Core Member's demise with proof satisfactorily attesting thereto, e.g. copy of death certificate issued by the relevant authority of the country in which the demise occurred, or any documentary evidence having similar effect, etc., the Company shall issue a new Core Member's Card to such surviving Next Member, or such selected surviving Next Member, as the case may be. Official proof of Core Member's demise must be notarized by a notary public in the country in which demise occurred, and, if such proof and/or notarization is/are originally made in any language or languages other than English, they must be translated into English and certified as true translation by a translator acceptable to the Company, at the costs of the surviving Next Member or the selected surviving Next Member.

In no case, however, shall (i) vacancy of the Core Member / Next Member be validly and effectively replaced by the existing Core Member / Next Member's Immediate Family Member without new Application having been filed by a potential Next Member, Company's approval of such new Application having been issued, and Next Membership Fee having fully been received by the Company, and (ii) a married spouse or civil union partner of the lone surviving Next Member, or of the selected surviving Next Member who has replaced the demised Core Member pursuant to the second paragraph above be qualified to apply for the Membership, unless such married spouse or civil union partner is the parent, step-parent, or child of the demised Core Member.

2.7 End of Kinship

Upon the end or termination of kinship between biological parent, who is the Core Member, and his or her child, who is the Next Member, due to whatsoever reasons other than the Core Member's demise, including, *inter alia*, such child having become a legally adopted child of another person, the Privileges available for such child, who is the Next Member, under Clause 4.1 (4) below shall vest with the biological parent who is the Core Member only.

The provision of the preceding paragraph shall *mutatis mutandis* apply to the circumstance whereupon the kinship between step-parent, who is the Core Member, and his or her adopted child, who is the Next Member, as the case may be, is ended or terminated due to whatsoever reasons other than the Core Member's demise, including, *inter alia*, the judicial decision ending or terminating the stepparent adoption.

In both cases, official proof of end of kinship must be notarized by a notary public in the country in which the kinship ended, and if such proof is originally made in any language or languages other than English, it must be translated into English and certified as true translation by a translator acceptable to the Company, at the costs of the Core Member, prior to them being presented to the Company.

2.8 End of Marriage Relationship

Upon divorce of the Core Member and Next Member, who in both cases are a married couple or civil union, the Privileges available for the Next Member who is either the Core Member's married spouse or the Core Member's civil union partner under Clause 4.1 (4) below shall vest with the Core Member only. Official proof of divorce must be notarized by a notary public in the country where divorce was registered / recognized, and if such proof and/or notarization is/are originally made in any language or languages other than English, they must be translated into English and certified as true translation by a translator acceptable to the Company, at the costs of the Core Member, prior to them being presented to the Company.

2.9 No Upgrade

This Membership cannot be upgraded to the Company's Elite Ultimate Privilege Membership or any Other Elite Memberships made available, now or in the future, by the Company for a potential candidate. To be eligible for the Elite Ultimate Privilege Membership, or any Other Elite Memberships, the Core Member / Next Member shall have to apply specifically therefor.

2.10 No Transfer

This Membership cannot be transferred to any third party individual or any of the Core Member / Next Member's Immediate Family Member. To be eligible for the Privileges under this Membership, a potential Next Member must by himself or herself, or, in case of juvenile, through his or her parent or legal guardian, present to the Company documentary evidence attesting to his or her kinship to or marriage status with the Core Member within the definition of the Immediate Family Member as stated in Clause 2.2, first paragraph, above, in which case the requirements under Clause 2.2, second paragraph, shall apply *mutatis mutandis*.

2.11 Termination

(1) Termination due to Lack of Qualifications

The Membership for the Core Member / Next Member shall be automatically terminated once any of the Core Member / Next Member fails to maintain any of the qualifications set out in Clause 6, or it is apparent that the information provided by any of the Core Member or Next Member to the Company regarding the qualifications under Clause 6 is false or untrue.

(2) Termination due to Inappropriate Conducts

The Company may terminate the Membership for the Core Member / Next Member by giving an advance written notice to the Core Member and Next Member upon the occurrence of any of the following events:

- (a) either Core Member or Next 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) either Core Member or Next Member has fraudulently used his/her Privileges; or
- (c) either Core Member or Next Member has not complied with terms and conditions of this Elite Privilege Access 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 Membership for the Core Member / Next Member by giving an advance written notice to the Core Member and Next Member.

(4) Termination due to Members / Next Member's Demise

Upon all of the Core Member / Next Member's demise, the Membership for Core Member / Next Member hereunder shall immediately cease to exist.

(5) Rights and Duties after Termination

It is understood as follows:

- (a) In case of termination pursuant to Clause 2.11 (1) or (2) above, the Membership for the Core Member / Next Member hereunder shall immediately become invalid whereupon the Core Member / Next Member's right to the Privileges hereunder shall cease to exist and the Membership Fee and the Next Membership Fee (if any) shall also be forfeited to the Company.
- (b) In case of termination pursuant to Clause 2.11 (3) above, the Membership for Core Member / Next Member hereunder shall immediately become invalid whereupon the Company shall refund the remaining Membership Fee to the Core Member and the remaining Next Membership Fee to the Next Member (if any), within thirty (30) days after the Card has been returned to the Company, less the Penalty Charge (if any) and/or other fees (if any).
- (c) In case of termination pursuant to Clause 2.11 (4) above, no refund of the Membership Fee and the Next Membership Fee shall be made to the Core Member / Next Member's next of kin or any person entitled to or in control of the Core Member / Next Members' estate, and the Company reserves the right to claim from Core Member / Next Member's estate if at the time of their demise there has incurred Penalty Charge and/or any other fees for which the Core Member / Next Member shall be jointly and severally responsible.

3. Service Access

- 3.1 The Card and the Member Identification Number are the keys to access the Privileges. The Core Member / Next Member must, upon approval of the Membership, 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 Core Member / Next Member whose name is printed on the Card.
- 3.2 The Card or any proof of identity or any other evidence (as determined by the Company and/or 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 Core Member / Next Member for the use of any services.

4. Privilege Usage and Benefits

- 4.1 The Company shall provide the Privileges to the Core Member / Next Member throughout the term of Membership 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 ("EPA");
 - (3) Premium Lane at the immigration checking points;
 - (4) Cumulative Complimentary Transportation from airport – residence or hotel – airport on international flights eighteen (18) times per each calendar year;
 - (5) Premium Lounge at the airports, upon entry and departure, on international flights;
 - (6) Government Concierges – Business Networking, Immigration Service, Facilitation in Driver's license;
 - (7) Special Discounts at hotels, dining establishments, shopping malls and duty free shops;
 - (8) Twenty Four (24) Information Assistance by the Member Contact Center; and
 - (9) Health check-up once a year per each calendar year.

For the avoidance of doubt, the eighteen (18)-time per year complimentary transportation under (4) above shall be cumulative upon each and every use by the Core Member / Next Member, and upon such complimentary transportation has been used up, the Company reserves the rights to charge the above limitation of usage (if any) 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 also 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 Elite Privilege Access Membership Agreement. In case any of the cumulative Privileges, including those which have been amended or supplemented, has been used by the Core Member / Next 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 Core Member / Next Member agree 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 Core Member / Next 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 Core Member / Next Member.
- 4.4 Any of the Privileges may be cancelled if it is prohibited by the laws of Thailand or by the orders, ordinances, rules, or regulations of the local or national government.
- 4.5 The scope of Privileges shall be in accordance with the specific terms and conditions as stated in the e-Privilege.
- 4.6 Except for a replacement of the Core Member by the surviving Next Member or the selected surviving Next Member upon the Core Member's demise pursuant to Clause 2.6 above, the Privileges are considered to be personal rights of the Core Member / Next Member.
- 4.7 Liabilities and Limitations
- (1) The Company shall not be liable to the Core Member / Next Member, or any third party for any products or services provided by Service Provider to the Core Member / Next Member for any delay and/or defect in performance of the same by any reason whatsoever. This limitation shall apply to 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, 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 Core Member / Next Member hereby waive any and all claims against the Company arising out of the use or the inability to use the Privileges.
 - (2) All express or implied warranties, representations, statements, terms and conditions relating to the Privileges or this Elite Privilege Access Membership Agreement, not contained in this Elite Privilege Access Membership Agreement and/or the e-Privilege, are excluded from this Elite Privilege Access Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Privilege Access Membership Agreement whether in contract, tort (including without limitation to negligence) is limited to an amount equal to the sum of Membership Fee paid by the Core Member and the Next Membership Fee paid by the Next Member (if any) to the Company.
 - (3) The Core Member / Next Member agree 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 Core Member / Next Member are notified in writing prior to any such assignment.

5. Fee(s) and Conditions

5.1 Membership Fee

The Membership Fee responsible for by the Core Member under this Elite Privilege Access Membership Agreement is at the amount of THB 1,000,000 (one million Baht only) inclusive of value added tax, 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 Core Member.

5.2 Next Membership Fee

The Next Membership Fee responsible for by each Next Member under this Elite Privilege Access Membership Agreement is at the amount of THB 800,000 (eight hundred thousand Baht only) inclusive of value added tax, 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 Next Member.

5.3 Penalty Charge

Cancellation of reservation for certain services made available pursuant to the E-Privilege must be notified in advance by the Core Member / Next Member to the Member Contact Centre in accordance with the terms and conditions as stated in the E-Privilege, otherwise the Core Member / Next Member shall be jointly and severally responsible to pay the Penalty Charge or any other fees (if any) to the Company at the applicable rate so stated in the e-Privilege.

All fees, charges, and payments in this Elite Privilege Access 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 Core Member / Next Member

Throughout the validity of Membership, the Core Member / Next Member must have and maintain to have following qualifications:

- 6.1 Not having been sentenced by a judgment to imprisonment in any countries except for an offence committed to negligence;
- 6.2 Not having been adjudicated bankrupt;
- 6.3 Not having been declared as a person of unsound mind, incompetence, or 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 All ages qualified.

7. Interpretation

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

8. Governing Law

This Elite Privilege Access 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 Elite Privilege Access 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 Core Member / Next Member to the mailing as stated in the Application or in any other address as shall be notified by the Core Member / Next 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 Core Member / Next 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 delivered 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 Core Member / Next Member agree and acknowledge 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 Elite Privilege Access Membership Agreement or the E-Privilege from the Core Member / Next Member. Such waiver shall not affect any right of the Company to enforce the terms and conditions of this Elite Privilege Access Membership Agreement or the E-Privilege at any time in the future.