

QUALIFICATIONS OF THAILAND PRIVILEGE CARD'S APPLICANT
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 the 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 the case of petty offence or an offence committed to negligence
3. Not being a person who has arrest warrant issued by Thai government or foreign government, nor a person whose name is listed in Thai or foreign government's watch list.
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 a 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 days consecutive stay.
14. I am aware of the application condition of which I must not have more than one overstays record in Thailand in the past 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国并逗留。
8. 本人入境、离开泰国都是经由泰历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，无论之前是否进行过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, as the Applicant, 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 Membership Fee (or any fees under different name, shape or form, equivalent thereto), 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。

Applicant's Signature / 申请人签署

(_____)

Date / 日期 _____ / _____ / _____

TERMS AND CONDITIONS OF DIAMOND MEMBERSHIP (NEXT MEMBER) (the “Diamond Membership Agreement”)

By enrolling in the Membership, the Core Member / Next Member agree to be bound by this Diamond Membership Agreement set out below. By applying for or purchasing the Membership or acquiring the Privileges, the Core Member / Next Member represent(s) that each and all of them has/have all qualifications as required in Clause 6 (Qualifications of the Applicant/ the Core Member / Next Member). The Core Member / Next Member agree that the Company may from time to time amend or supplement this Diamond Membership Agreement.

This Diamond Membership Agreement is incorporated into and forms part of the Application for the Diamond Membership.

1. Definition in this Diamond Membership Agreement:

- a) **“Additional Membership Fee (Core Member)”** means the differenced amount between the Membership Fee and the membership fee of either class of the Upgraded Membership, i.e. the Reserve Membership (Invitation only), to be paid by the Core Member upon the Core Member / Next Member’s Notice of Manifestation (Upgrade) for the Upgraded Membership, which is to be discussed more particularly in detail in Clause 5.6;
- b) **“Additional Membership Fee (Next Member)”** means the differenced amount between the Membership Fee and the membership fee of the class of the Upgraded Membership, i.e. the Reserve Membership (Invitation Only), to be paid by the Next Member upon the Core Member / Next Member’s Notice of Manifestation (Upgrade) for the Upgraded Membership, which is to be discussed more particularly in detail under Clause 5.6;
- c) **“Applicant(s)”** means the applicant(s) who submit(s) the Application to the Company in order to enroll in the Membership under this Diamond Membership Agreement, and for clarity purpose, reference to the Applicant shall be interchangeably equal reference to the Core Member or the Next Member, as the context requires;
- d) **“Application”** means the Application Form for the Diamond Membership submitted to the Company by the Core Member / the Next Member;
- e) **“Application Fee”** means the refundable application fee at the amount payable to the Company by the Member upon application submission, which is to be discussed more particularly in detail in Clause 5.1;
- f) **“Card”** means the Diamond Membership Card approved and issued to the Core Member / Next Member by the Company pursuant to the terms and conditions of this Diamond Membership Agreement;
- g) **“Card Reissuing Fee”** means the fee to be paid by the Core Member / Next Member to the Company when the Core Member / Next 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;
- h) **“Company”** means Thailand Privilege Card Company Limited;
- i) **“Core Member”** means the applicant under the Application (i) whose Membership has been approved by the Company, and (ii) 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 partners of the Next Member within the meaning of an Immediate Family Member;
- j) **“E-Privilege Manual”** means the E-Privilege manual and card holder manual which prescribe the terms and conditions of the Privileges and other details which are relevant to the Membership and which shall be provided to the Core Member / Next Member by the Company once the Company has received the Application Fee and the Membership Fee / Next Membership Fee;
- k) **“Immediate Family Member”** means a 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, or the same of the Next Member;
- l) **“Legal Representative”** means a legal guardian with the authority to give consent for the applicant who is under twenty (20) years old.
- m) **“Member Contact Center”** means a contact center 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 manual, or as the Core Member / Next Member shall be advised from time to time;
- n) **“Member Identification Number”** means a member identification number which the Company shall issue to the Core Member / Next Member along with the Card.
- o) **“Membership”** means the Diamond Membership enjoyed collectively by the Core Member / Next Member under this Diamond Membership Agreement;
- p) **“Membership Fee”** means the membership fee that the Core Member shall remit to the Company for enrollment of the Membership, which is to be discussed more particularly in detail under Clause 5.2;
- q) **“Membership Term”** means the 15-year term of validity of the Membership collectively enjoyed by the Core Member / Next Member as discussed in Clause 2.4;
- r) **“Next Member(s)”** means any Immediate Family Member of the Core Member, who applies for the Membership and enjoys the Privileges under the Membership (collectively shared with the Core Member) approved by the Company;
- s) **“Next Membership Fee”** means the membership fee which each and every Next Member shall remit to the Company for enrollment of the Membership (collectively shared with the Core Member), which is to be discussed more particularly in detail under Clause 5.3;
- t) **“Notice of Manifestation (Upgrade)”** means the Company’s notice of manifestation, submitted by the Core Member / Next Member to the Company to upgrade the Membership to any of the Upgraded Membership, which prescribes the Upgrade Fee (Core Member), the Upgrade Fee (Next Member), the Additional Membership Fee (Core Member), the Additional Membership Fee (Next Member), and the specific term of validity of the membership for which the Core Member / Next Member wish to enroll and is considered an integral part of this Diamond Membership Agreement, which is more particularly discussed in detail in Clause 5.6;
- u) **“Penalty Charge”** means the charge to be paid by the Core Member / Next Member to the Company pursuant to the terms and conditions of this Diamond Membership Agreement and the E-Privilege manual, which is to be discussed more particularly in detail under Clause 5.5;
- v) **“Prevailing Rate”** the latest rate of the Membership Fee and Next Membership Fee, the Upgrade Fee (Core Member), the Upgrade Fee (Next Member), the Additional Membership Fee (Core Member), the Additional Membership Fee (Next Member), , the Card Reissuing Fee, or the Penalty Charge, announced by the Company in writing or in the E-Privilege manual
- w) **“Privileges”** means exclusive privileges for the Membership or any of the Upgraded Membership as set out in the E-Privilege manual which may be, from time to time, updated or amended by the Company;
- x) **“Reserve Membership Agreement”** means the Reserve Membership Agreement which the Core Member / Next Member shall enter into with the Company upon the Core Member / Next Member’s application -- Notice of Manifestation (Upgrade) -- for upgrade of the Membership to the class of the Reserve Membership (Invitation only);
- y) **“Sales Agent”** means an authorized representative of the Company;
- z) **“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 manual, or as the Core Member / Next Member shall be advised from time to time;
- aa) **“Upgrade Fee (Core Member)”** means the upgrade fee to be paid by the Core Member to the Company upon the Core Member’s Notice of Manifestation (Upgrade) for the Upgraded Membership to the class of the Reserve Membership (Invitation only), which is to be discussed more particularly in detail in Clause 5.6;
- bb) **“Upgrade Fee (Next Member)”** means the upgrade fee to be paid by the Next Member to the Company upon the Next Member’s Notice of Manifestation (Upgrade) for the Upgraded Membership to the Reserve Membership (Invitation only), which is to be discussed more particularly in detail in Clause 5.6;
- cc) **“Upgraded Membership”** means the Reserve Membership (Invitation only), which the Core Member / Next Member wish to be upgraded to, apply for, and enjoy its privileges upon the application thereof having been approved by the Company against the Company’s receipt of the Upgrade Fee (Core Member), the Upgrade Fee (Next Member), the Additional Membership Fee (Core Member), and the Additional Fee (Next Member), all of which are due and payable upfront upon upgrade.

Core Member / Legal Representative’s Signature

Applicant’s Signature



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 the Legal Representative (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 Core Member's payment of the Application Fee and the Membership Fee shall also be conditions precedent for the 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 the Legal Representative (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 Member's payment of the Next Membership Fee shall also be conditions precedent for the 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 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 Diamond Membership Agreement.

2.4 Membership Term

Subject to each of the Privileges' specific enjoyment period stated in Clause 4, the Membership Term shall be valid for fifteen (15) years, which is to be collectively enjoyed by the Core Member / Next Member.

2.5 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 Core Member is survived by at least two (2) 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.

Core Member / Legal Representative's Signature

Applicant's Signature



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.

2.6 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 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.

2.7 End of Marriage Relationship

Upon divorce of the Core Member and Next Member, who in both cases are a married couple or civil union partners, the Privileges available for the Next Member who is either the Core Member's married spouse or the Core Member's civil union partners under Clause 4.1 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.

2.8 Membership Upgrade

During the 15-year Membership Term, the Company may announce and advise the Core Member / Next Member in writing of the specific timeframe or deadline for the Core Member / Next Member to collectively and simultaneously upgrade the Membership to the class of the Reserve Membership (Invitation only).

The Upgraded Membership may be multiply applied during the 15-year Membership Term.

The Upgraded Membership shall however be applied for collectively and simultaneously by the Core Member / Next Member.

The Upgrade Fee (Core Member), the Upgrade Fee (Next Member), the Additional Membership Fee (Core Member), the Additional Membership Fee (Next Member), and the validity of the Upgraded Membership, shall be referred to in Clause 5.6 below.

2.9 Membership Transfer

The Membership may not be transferred to any third-party or to any of the Core Member / Next Member's Immediate Family Member.

2.10 Suspension

The Privileges under the Membership are subject to partial or complete suspension upon the Company's absolute discretion, if during the Membership Term (discussed in Clause 2.4), 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.

2.11 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 / 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 / Next Member upon the occurrence of any of the following events:

- (a) Core Member / 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) Core Member / Next Member has fraudulently used his/her Privileges; or
- (c) Core Member or Next Member has not complied with terms and conditions of this Diamond Membership Agreement or the E-Privilege manual.

Core Member / Legal Representative's Signature

Applicant's Signature



(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 / 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 Next Membership Fee shall also be forfeited to the Company, and the Company is entitled to demand the Penalty Charge (if any) and/or other fees, including the additional Privileges costs, (if any).

(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 / remaining Next Membership Fee to the Next, within thirty (30) days after the Card has been returned to the Company, less the Penalty Charge (if any) and / or other fees, including the additional Privileges costs (if any).

(c) In case of termination pursuant to Clause 2.11 (4) above, no refund of the Membership Fee and 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, including the additional Privileges costs (if any), for which the Core Member / Next Member shall be jointly and severally responsible.

3. Service Access

3.1 The Card (Physical or Electronic) and the Member Identification Number are the keys to access the Privileges. The Core Member / Next Member must activate the Card to access the complete Privileges by visiting <http://www.thailandprivilege.co.th>, downloading the Company’s Application, or contacting the Member Contact Center. The Card must only be used by the Core Member / Next Member whose name is printed thereon.

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 Core Member / Next Member for the use of any services.

4. Privilege Usage and Benefits

4.1 The Privileges under the Membership will basically offer a privilege entry visa – a renewable 5-year multiple entry visa with extendable 1-year length of stay per each entry.

It is understood that all Privileges can be referred to in the E-Privilege manual in the Company’s website. It is understood also that at present the Privileges, to which the Core Member / Next Member will enjoy throughout the Membership Term, are divided into two (2) categories, whereby those of the first category are fixed with the number of usage once, or subject to a limited number of usage per each year, throughout the Membership Term, while those of the second category are available per each year as complementary or via reduction of points yearly earned by the Core Member / Next Member.

The yearly points earned are currently fixed at 55 privilege points and shall be used up within the particular year earned and not be carried forward to the next year (non-accumulative), and shall also be non-transferable, and non-cashable.

The first category (yearly limited number of usage) and the second category (yearly points earned) of the Privileges shall be cumulative upon each and every use by any of the Core Member and/or Next Member, and upon any of such Privileges having been used up in any given year during the Membership Term, the Company reserves the right to charge additional fee(s) therefor upon availability and/or upon the Core Member and/or Next Member’s request (as the case may be).

4.2 The Company reserves the rights to charge, change, modify, cancel and/or prescribe further limitation on any of the Privileges or replace the Service Provider from time to time, without prior notice. The use of the Privileges shall be subject to the specific terms and conditions as stated in the E-Privilege manual, which will be amended or supplemented upon such charge, change, modification, cancellation, or prescription of limitation of the Privileges, or replacement of Service Provider, and which is considered an integral part of this Diamond Membership Agreement. In case any of the limited number or the yearly points of Privileges under Clause 4.1 having been used up at any time in the future by the Core Member / Next Member, 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.

Core Member / Legal Representative’s Signature

Applicant’s Signature



4.3 The Privileges are inure to and considered to be personal rights of the Core Member / Next Member.

4.4 Liabilities & Limitations

- (1) The Company shall not be liable to the Core Member / Next Member or a 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. 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 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 inability to use the Privileges.
- (2) All express or implied warranties, representations, statements, terms and conditions relating to the Privileges or the Membership, not contained in the E-Privilege manual and/or herein, are excluded and considered not a part hereof, to the extent permitted by law. The aggregate liability of the Company hereunder, whether in contract, tort (including without limitation to negligence) is limited to an amount equal to the Membership Fee and the Next Membership Fee paid by the Core Member / Next Member to the Company hereunder.
- (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 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 Application Fee

THB 50,000 (fifty thousand Baht only), inclusive of value added tax, per Membership, which is refundable in case of the Company’s rejection of the Application, yet convertible into part of the Membership in case of the Company’s approval of the Application.

5.2 Membership Fee

THB 2,500,000 (two million and five hundred thousand Baht only), inclusive of value added tax, per Membership.

5.3 Next Membership Fee

THB 1,500,000 (one million and five hundred thousand Baht only), inclusive of value added tax, per Next Member.

5.4 Card Reissuing Fee

The fee to be paid by the Core Member / Next Member to the Company when the Core Member / Next Member requests for the issuance of the new card due to loss or damage to the Card, at the amount so prescribed in the E-Privilege manual.

5.5 Penalty Charge

Cancellation of reservation for certain services pursuant to the E-Privilege manual must be notified in advance by the Core Member / Next Member to the Member Contact Center in accordance with the terms and conditions as stated in the E-Privilege manual, otherwise the Core Member / Next Member shall be responsible to pay the Penalty Charge to the Company at the applicable rate so stated in the E-Privilege manual.

5.6 Upgrade, Upgrade Fee, Additional Membership Fee (Upgrade), and Validity

The Core Member / Next Member who wish to collectively and simultaneously apply for the Reserve Membership (Invitation only) shall (i) submit the Notice of Manifestation (Upgrade) in respect thereof at least 6 months prior to the end of the Membership Term or the longer period (timeframe / deadline) specified in the Company’s written notice (if any), or in the E-Privileges manual, and (ii) pay the Upgrade Fee (Core Member), the Upgrade Fee (Next Member), the Additional Membership Fee (Core Member), and the Additional Membership Fee (Next Member) to the Company for consideration and approval.

The Upgrade Fee (Core Member) for each and every Upgraded Membership payable by the Core Member to the Company upon application shall be THB 100,000 (one hundred thousand Baht only) inclusive of value added tax. The Additional Membership Fee (Core Member) payable by the Core Member for the Reserve Membership (Invitation Only) shall be THB 2,500,000 (two million and five hundred thousand Baht only, inclusive of value added tax.

The Upgrade Fee (Next Member) for each and every Upgraded Membership payable by the Next Member upon application shall also be THB 100,000 (one hundred thousand Baht only) inclusive of value added tax. The Additional Membership Fee (Next Member) payable by the Next Member for the Reserve Membership (Invitation only) shall be THB 2,000,000 (two million Baht only), inclusive of value added tax.

The Company’s approval and receipt of the Upgrade Fee (Core Member), the Upgrade Fee (Next Member), the Additional Membership Fee (Core Member), and the Additional Membership Fee (Next Member) for the Upgraded Membership – Reserve Membership (Invitation only) - shall be condition precedent for the enjoyment of the membership thereof.

The validity of each of the Upgraded Membership shall be prescribed by and subject to the Notice of Manifestation (Upgrade).

Core Member / Legal Representative’s Signature

Applicant’s Signature



6. Qualifications of the Applicant/the Core Member / Next Member

The Applicant / 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, prior to or after the Application submission, 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 accordance with the immigration laws or any related law of Thailand;
- 6.5 Holding a foreign passport; and
- 6.6 All ages are eligible.

7. Interpretation

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

8. Governing Law

This Diamond 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 Diamond 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 to the Company from time to time.
 - (2) In the case of the Company to below address, or any other addresses as shall be notified by the Company to the Core 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@thailandprivilege.co.th
Website: www.thailandprivilege.co.th
Attention: Member Contact Center

- 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 60 hours from the time of posting, if sent by post, or at the time of delivery, if delivered by hand.

10. Miscellaneous

Without limiting the generality of and in addition to any other terms and conditions stipulated herein, the Core / Next Members agree and acknowledge that, at any time during the Membership Term or any time thereafter (as the case may be) based on the Company's discretion, the Company may waive its right to demand any compliance with the terms and conditions of this Diamond Membership Agreement or the E-Privilege manual from the / Next Core Member. Such waiver shall not however affect any right of the Company to exercise its sole discretion to enforce or modify the terms and conditions of this Diamond Membership Agreement or the E-Privilege manual, including but not limited to the criteria, procedures, conditions, platform, Membership Fee, and any of the Privileges set forth herein or in the E-Privilege manual.

Core Member / Legal Representative's Signature

Applicant's Signature