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, 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 。

Applicant's Signature / 申请人签署

(_____)

Date / 日期 ____ / ____ / ____

THAILAND PRIVILEGE

MULTIPLE PASSPORTS AND NATIONALITIES DECLARATION FORM

Required documents for an applicant possessing one nationality only :

Passport Copy (Must be a clear, color-scanned copy, readable, not too small, and not blurry or unclear)

- Passport Requirements:
  - At least 3 blank pages (Not including observation page)
  - More than 1-year remaining validity
  - Bearer signature page must be included

Required documents for an applicant possessing multiple nationalities :

1. Passport Copy (Must be a clear, color-scanned copy, readable, not too small, and not blurry or unclear)
   - Passport Requirements:
     - At least 3 blank pages (Not including observation page)
     - More than 1-year remaining validity
     - Bearer signature page must be included
2. Passport(s) of original nationality, as well as any previous passport(s) in cases where the name and/or surname has been changed.
3. Official document(s) showing the renouncement of the original nationality (if applicable)
4. Documents verifying income and the source of funds used for the membership application.
5. Proof of permanent residence in Thailand or abroad, covering the past 6 months.

Full Name: _____

Date of Birth: _____/_____/_____

Details of Passport and Nationality Designated for This Application (required)*

Nationality: _____

Passport Number: _____

(Issue Date: _____/_____/_____ Expiry Date: _____/_____/_____)

Details of your other passports and nationalities (if any)

(1)

Full Name: _____

Nationality: _____

Passport Number: _____

Issue Date: _____/_____/_____

Expiry Date: _____/_____/_____

(2)

Full Name: _____

Nationality: _____

Passport Number: _____

Issue Date: _____/_____/_____

Expiry Date: _____/_____/_____

By signing below, I understand that I will be required to provide supporting documents (as listed above) if I possess multiple passports and nationalities. I fully understand that all supporting documents must be legitimate and duly issued by the proper authorities. I hereby confirm that I have disclosed all passports and nationalities that I currently possess.

I understand that failure to provide complete and truthful information, or refusal to submit legitimate supporting documents, may result in the rejection of my application. I also acknowledge that if any undeclared passports and nationalities are later identified by the company, the immigration office, or relevant government authorities, my application may be rejected and/or visa affixation may be refused without further consideration.

I acknowledge and understand the terms and conditions related to the membership fee, which is non-refundable under any circumstances.

_____

Applicant's Signature

THAILAND PRIVILEGE

PHOTO

APPLICATION FORM FOR BRONZE MEMBERSHIP (NEW MEMBER)

Please use capital letters and black or blue ink only

For Thailand Privilege Card Co., Ltd. use only

Membership No.: _____ Agent Code: _____

Membership ID. No.: _____ Application No.(for Sales Agent): _____

General Information

Title: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other _____ (Please specify)

(As shown in your passport)

Title: ☐ Male ☐ Female

Given Name: ☐☐

Middle Name: ☐☐

Surname: ☐☐

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

Passport Information

Nationality: _____ Passport No: _____

Issued by: _____ Issued Date: _____ Expiry Date: _____

Contact Information

Current Address

Number & Street: _____

City: _____ State: _____ Country: _____ Postal Code: _____

Telephone No. (_____ - _____)*

Country Code - Area Code

Address in Thailand

Type of Accommodation in Thailand: ☐ Serviced Apartment ☐ House ☐ Condominium

☐ Others please specify _____

Address Name: _____ Number & Street: _____

District: _____ Province: _____ Postal Code: _____

Telephone No. in Thailand (+66(0)- _____)* _____

Country Code - Area Code

Mailing Address: ☐ Current Address ☐ Address in Thailand

*E-mail Address (Main Contact): _____

(Please indicate one email address that you want to receive updated privilege and benefit news)

Occupation

Occupation: ☐ Entrepreneur ☐ Investor ☐ Employee ☐ Retiree ☐ Student ☐ DigitalNomads ☐ Other _____ (Please specify)

Type of Business (Please select one):

☐ E-commerce ☐ Advertising / Marketing / Media ☐ Automotive ☐ Construction

☐ Legal Advisor/Consultant ☐ Education ☐ Government / Military ☐ Medical / Health Service

☐ Real Estate ☐ Computer / Electronic ☐ Consumer Goods / Retail ☐ Finance / Banking / Insurance

☐ Agriculture / Chemical / Energy ☐ Travel / Guide / Tour ☐ Other _____ (Please specify)

Others

Please answer the additional question as following

(Optional) Referral by Thailand Privilege Member (Name or Member ID) : _____ (Please specify)

Do you have more than three empty pages in the current passport? ☐ Yes ☐ No

Are you currently holding any valid Thai Visa? ☐ Yes ☐ No

If the answer is “Yes”. What type of Thai visa are you currently holding?

☐ Non-Immigration Visa B ☐ Non-Immigration Visa O ☐ Non-Immigration Visa ED

☐ Tourist Visa (TR) ☐ Tourist MT Visa (Medical Treatment) ☐ BOI Visa

☐ Other _____ (Please specify)

When is the expiry date? _____ (Please specify)

Have you overstayed in Thailand in the past three years? ☐ No ☐ Yes How many times? _____ (Please specify)

How do you know us?

☐ Sales Agent _____ (Please specify) ☐ Online/Social Media ☐ Advertising

☐ www.thailandprivilege.co.th ☐ Friend ☐ Other _____ (Please specify)

I, as the applicant (“Applicant”), warrant the accuracy and completeness of the information provided for Thailand Privilege Card Company Limited (the “Company”) and in this Application Form for Bronze Membership (the “Application”). By signing this Application, I request that the “Company” consider and approve the Bronze Membership for me. I agree to be bound by the Bronze Membership Agreement attached hereto which shall form part of this application. I shall not withdraw any consent or authorization given in this Application if the Company approves the Bronze Membership for me.

I understand that the Bronze Membership is subject to a written approval by the Company. Within the deadline specified in a written approval from the Company, I shall make payment or procure to make payment of the Application Fee and the Membership Fee in the amount as prescribed in the Bronze Membership Agreement, without deduction of any bank charges, to the bank account of Thailand Privilege Card Company Limited which shall be notified to the Applicant on a non-refundable basis for the enrollment of the Bronze Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

Signature _____ Legal Representative
(If the applicant is under 20 years)
( )
/ /

Signature _____ Applicant
( )
/ /

Supporting Documents needed:

1. Consent Form + Application Form
2. Copy of Passport
3. Copy of Current Thai Visa/ Latest entry stamp / Visa (if any)
4. High Resolution Photo (Passport size)
5. Proof of Relationship e.g. Marriage Certificate and Birth Certificate (for family package)
6. Proof of Relationship (Required if under age of 20)

*Application must inform of any overstay record in the past 3 years.

For Thailand Privilege Card Co., Ltd. use only

☐ Approved

☐ Not Approved

Reason (s): _____

Signed by: _____
( )
/ /

Signed by: _____
( )
/ /

THAILAND PRIVILEGE CARD COMPANY CO., LTD.'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

TERMS AND CONDITIONS OF BRONZE MEMBERSHIP (NEW MEMBER)
(the "Bronze Membership Agreement")

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

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

1. Definition in this Bronze Membership Agreement:

a) **"Additional Membership Fee (Upgrade)"** means the differenced amount between the Membership Fee and the membership fee of either class of the Upgraded Membership, i.e. the Gold Membership, the Platinum Membership, the Diamond Membership, or the Reserve Membership (Invitation only),to be paid by the Member to the Company upon the Member's Notice of Manifestation (Upgrade) for the Upgraded Membership which is to be discussed more particularly in detail in Clause 5.5;

b) **"Applicant"** means the applicant who submits the Application to the Company in order to enroll in the Membership under this Bronze Membership Agreement, and for clarity purpose, reference to the Applicant shall be interchangeably equal reference to the Member, as the context requires;

c) **"Application"** means the Application Form for Bronze Membership submitted to the Company by the Member;

d) **"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;

e) **"Card"** means the Bronze Membership Card approved and issued to the Member by the Company pursuant to the terms and conditions of this Bronze Membership Agreement;

f) **"Card Reissuing Fee"** means the fee to be paid by the Member to the Company when the 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 5.3;

g) **"Company"** means Thailand Privilege Card Company Limited;

h) **"Diamond Membership Agreement"** means the Diamond Membership Agreement which the Member shall enter into with the Company upon the Members' application - Notice of Manifestation (Upgrade) – for the Membership upgrade to the class of the Diamond Membership;

i) **"E-Privilege Manual"** means the E-Privilege manual or 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 Member by the Company once the Company has received the Application Fee and the Membership Fee;

j) **"Gold Membership Agreement"** means the Gold Membership Agreement which the Member shall enter into with the Company upon the Members' application - Notice of Manifestation (Upgrade) – for the Membership upgrade to the class of the Gold Membership;

k) **"Immediate Family Member"** means a biological parent, step-parent, married spouse, civil union partner (with certificate legally issued by relevant authority having jurisdiction in the Member or such person's country), or children and legally adopted children of the 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"** means the Applicant under the Application whose Membership has been approved by the Company, and for clarity purpose, reference to the Member shall be interchangeably equal reference to the Applicant, as the context requires;

n) **"Member Contact Center"** means a contact center of the Company or the Service Provider with which the Member may make contact via a telephone or other communication channels as stipulated in the E-Privilege manual, or as the Member shall be advised from time to time;

o) **"Member Identification Number"** means a member identification number which the Company shall issue to the Member along with the Card.

p) **"Membership"** means the Bronze Membership under this Bronze Membership Agreement;

q) **"Membership Fee"** means the membership fee that the Applicant shall remit to the Company for enrollment of the Membership, which is to be discussed more particularly in detail under Clause 5.2;

r) **"Membership Term"** means the 5-years term of validity of the Membership as discussed in Clause 2.3;

s) **"Notice of Manifestation (Upgrade)"** means the Company's notice of manifestation, submitted by the Member to the Company to upgrade the Membership to any of the Upgraded Membership, which prescribes the Upgrade Fee, the Additional Membership Fee (Upgrade), and the specific term of validity of the membership for which the Member wishes to enroll and is considered an integral part of this Bronze Membership Agreement, which is more particularly discussed in detail under Clause 5.5;

t) **"Penalty Charge"** means the charge to be paid by the Member to the Company pursuant to the terms and conditions of the Bronze Membership Agreement and the E-Privilege manual, which is to be discussed more particularly in detail under Clause 5.4;

u) **"Platinum Membership Agreement"** means the Platinum Membership Agreement which the Member shall enter into with the Company upon the Members' application - Notice of Manifestation (Upgrade) – for the Membership upgrade to the class of the Platinum Membership;

v) **"Prevailing Rate"** means the latest rate of the Membership Fee, the Upgrade Fee, the Additional Membership Fee (Upgrade), 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 Member shall enter into with the Company upon the Members' application - Notice of Manifestation (Upgrade) – for the Membership upgrade 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 Member shall be advised from time to time;

Legal Representative's Signature

Applicant's Signature

Continue.

aa) "Upgrade Fee" means the upgrade fee to be paid, together with the Additional Membership Fee (Upgrade), by the Member to the Company upon the Member's Notice of Manifestation (Upgrade) for the Upgraded Membership to the class of either Gold Membership, Platinum Membership, the Diamond Membership, or the Reserve Membership (Invitation only), which is to be discussed more particularly in detail under Clause 5.5;

ab) "Upgraded Membership" means the Gold Membership, the Platinum Membership, the Diamond Membership, or the Reserve Membership (Invitation only), which the Member wishes to be upgraded to, applies for, and enjoys its privileges upon the application thereof having been approved by the Company against the Company's receipt of the Upgrade Fee and the Additional Membership Fee (Upgrade), both of which are due and payable upfront upon the upgrade.

2. Terms of Membership

2.1 Conditions Precedent

The Company's approval, as well as receipt of the Applicant's payment of the Application Fee and the Membership Fee shall be conditions precedent for the Membership under this Bronze Membership Agreement.

2.2 Personal Information

The 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 Bronze Membership Agreement.

2.3 Membership Term

Subject to each of the Privileges' specific enjoyment period stated in Clause 4, the Membership Term shall be valid for five (5) years.

2.4 Membership Upgrade

During the 5-year Membership Term, the Company may announce and advise the Member in writing of the specific timeframe or deadline for the Member to upgrade the Membership to the class of either of the following Upgraded Membership:

(i) Gold Membership;
(ii) Platinum Membership; or
(iii) Diamond Membership; or
(iiii) Reserve Membership (Invitation only)

The Upgraded Membership can be applied during the 5-year Membership Term.

The Upgrade Fee, the Additional Membership Fee (Upgrade), and the validity of the Upgraded Membership, shall be referred to in Clause 5.5 below.

2.5 Membership Transfer

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

2.6 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 2.3), there incurs any Penalty Charge and/or other fees for which the Member is responsible but fails 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.

2.7 Termination

(1) Termination due to Lack of Qualifications

The Membership for the Member shall be automatically terminated once any of the 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 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 Member by giving an advance written notice to the Member upon the occurrence of any of the following events:

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

(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 Member by giving an advance written notice to the Member.

(4) Termination due to the Member's Demise

Upon the Member's demise, the Membership for the Member hereunder shall immediately cease to exist.

Legal Representative's Signature

Applicant's Signature

Continue.

(5) Rights and Duties after Termination

It is understood as follows:

(a) In case of termination pursuant to Clause 2.7 (1) or (2) above, the Membership for the Member hereunder shall immediately become invalid whereupon the Member's right to the Privileges hereunder shall cease to exist and the 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 2.7 (3) above, the Membership for the Member hereunder shall immediately become invalid whereupon the Company shall refund the remaining Membership Fee to the Member, 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 2.7 (4) above, no refund of the Membership Fee shall be made to the Member's next of kin or any person entitled to or in control of the Members's estate, and the Company reserves the right to claim from the 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 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 Member must activate the Card to access the complete Privileges by visiting http://www.thailandprivilege.co.th, downloading Company's Application, or contacting the Member Contact Center. The Card must only be used by the 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 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 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 Member will enjoy throughout the Membership Term, unlimited Elite Personal Assistant (EPA), Lounge access operate by Thailand Privilege.

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 Bronze Membership Agreement. In case any of the limited number or the yearly points of Privileges under Clause 4.1 have been used up at any time in the future by the Member, the Member agrees to pay the Company an additional charge for additional usages of the relevant Privileges in accordance with the then applicable rate stated in the E-Privilege manual.

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

4.4 Liabilities & Limitations

(1) The Company shall not be liable to the Member or a third party for any products or services provided by Service Provider to the 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 Member hereby waives 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 paid by the Member to the Company hereunder.

(3) The Member agrees 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 Member are notified in writing prior to any such assignment.

Legal Representative's Signature

Applicant's Signature

Continue.

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 650,000 (six hundred and fifty thousand Baht only), inclusive of value added tax, per Membership.

5.3 Card Reissuing Fee

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

5.4 Penalty Charge

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

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

The Member who wishes to apply for the Gold Membership, the Platinum Membership, the Diamond Membership, or 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-Privilege manual, and (ii) paythe Upgrade Fee and the Additional Membership Fee (Upgrade) to the Company for further consideration and approval.

The Upgrade Fee for each and every Upgraded Membership payable by the Member to the Company upon application shall be THB 150,000 (one hundred and fifty thousand Baht only) inclusive of value added tax. The Additional Membership Fee (Upgrade) for (a) the Gold Membership shall be THB 250,000 (two hundred and fifty thousand Baht only), (b) the Platinum Membership shall be THB 850,000 (eight hundred and fifty thousand Baht only), (c) the Diamond Membership shall be THB 1,850,000 (one million and eight hundred fifty thousand Baht only), and (d) the Reserve Membership (Invitation only) shall be THB 4,350,000 (four million and three hundred fifty thousand Baht only), all of which are inclusive of value added tax. The Company's approval and receipt of the Upgrade Fee and the Additional Membership Fee (Upgrade) for each and every Upgraded Membership 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).

6. Qualifications of the Applicant/the Member

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

Legal Representative's Signature

Applicant's Signature

Continue.

8. Governing Law

This Bronze 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 Bronze 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 Member to the mailing as stated in the Application or in any other address as shall be notified by the 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 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 Member agrees and acknowledges 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 Bronze Membership Agreement or the E-Privilege manual from the 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 Bronze Membership Agreement or the E-Privilege manual, including but not limited to the criteria, procedures, conditions, platform, Application Fee, Membership Fee, and any of the Privileges set forth herein or in the E-Privilege manual.

Legal Representative's Signature

Applicant's Signature