

TERMS AND CONDITIONS OF ELITE SUPERIORITY EXTENSION MEMBERSHIP (the "Elite Superiority Extension Membership Agreement")

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

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

1. Definition in this Elite Superiority Extension Membership Agreement:

- a) "Application" means the Application Form for Elite Superiority Extension Membership submitted to the Company by the Member;
- b) "Card" means the Elite Superiority Extension Membership Card approved and issued to the Member by the Company pursuant to the terms and conditions of this Elite Superiority Extension Membership Agreement;
- c) "Company" means Thailand Privilege Card Company Limited;
- d) "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 Member by the Company once the Company has fully received the Membership Fee;
- e) "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;
- d) "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 Member upon a request by the Member;
- e) "GSSA" means the global sales and services agent, which is authorized to represent the Company within the meaning of Sales Agent;
- f) "Member Contact Centre" means a contact centre 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, or as the Member shall be advised from time to time;
- g) "Member Identification Number" means a member identification number which the Company shall issue to the Member along with the Card;
- h) "Member" means the applicant under the Application whose Membership has been approved by the Company;
- i) "Membership" means Elite Superiority Extension Membership enjoyed by the Member;
- j) "Membership Fee" means the membership fee which the Member shall remit to the Company for enrollment of the Membership, which is to be discussed more particularly in detail under Clause 5.1;
- k) "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;
- l) "Penalty Charge" means the charge (if any) to be paid by the Member to the Company pursuant to the terms and conditions of the Elite Superiority Extension Membership Agreement and the e-Privilege, which is to be discussed more particularly in detail under Clause 5.2;
- m) "Privileges" means exclusive privileges as set out in the E-Privilege which may be, from time to time, updated or amended by the Company;
- n) "Sales Agent" means an authorized representative of the Company; and
- o) "Service Provider" means any person or any juristic entity, which may be developed from time to time, collaborating with the Company in providing the Privileges in relation to the Membership as set out in the e-Privilege, or as the Member shall be advised from time to time.

2. Terms of Membership

2.1 Conditions Precedent

As a condition precedent for the Member's eligibility for applying for the Membership, the 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 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 Superiority Extension 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 Member, and attached to such documentary evidence at the time of Application.

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 Elite Superiority Extension Membership Agreement.

2.3 Validity of Membership

The Membership for the Member shall be valid for a period of twenty (20) years.

2.4 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 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.

2.5 No Upgrade

This Membership cannot be upgraded to the Company's Elite Individual 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 Member shall have to apply specifically therefor.

2.6 No Transfer

This Membership cannot be transferred to any third party individual or any of the Core Member's Immediate Family Member. To be eligible for this Membership, a potential candidate must apply for this Membership by submitting to the Company a separate Application together with all evidence attesting to all qualifications required under Clause 6 being satisfied.

2.7 Termination

(1) Termination due to Lack of Qualifications

The Membership for the Member shall be automatically terminated once the Member fails to maintain any of the qualifications set out in Clause 6, or it is apparent that the information provided by 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) 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) Member has fraudulently used his/her Privileges; or
- (c) Member has not complied with terms and conditions of this Elite Superiority Extension 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 Member by giving an advance written notice to the Member.

(4) Termination due to Member's Demise

Upon Member's demise, the Membership for the 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 2.7 (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.
- (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 (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 Member's estate, and the Company reserves the right to claim from the Member's estate, if at the time of demise, there has incurred Penalty Charge and/or any other fees for which the Member shall be responsible.

3. Service Access

- 3.1 The Card and the Member Identification Number are the keys to access the Privileges. The 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 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 Member for the use of any services.

4. Privilege Usage and Benefits

4.1 The Company shall provide the Privileges to the 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) Premium Lounge at the airports, upon entry and departure, on international flights;
- (5) Government Concierges – Business Networking, Immigration Service, Facilitation in Driver's license;
- (6) Special Discounts at hotels, dining establishments, shopping malls and duty free shops; and
- (7) Twenty Four (24) Information Assistance by the Member Contact Center.

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 Superiority Extension Membership Agreement. In case any of the cumulative Privileges, including those which have been amended or supplemented, to which the Member might be entitled under this Membership and/or the E-Privilege in the future, has been used by the Member up to the limited number at any time in the future, the Member agrees to pay the Company an additional charge for additional usages of the relevant Privileges in accordance with the rate which shall be notified to the 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 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 The Privileges are considered to be personal rights of the Member.

4.7 Liabilities and Limitations

- (1) The Company shall not be liable to the Member, or any 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. 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 Member hereby waives 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 Superiority Extension Membership Agreement, not contained in this Elite Family Alternative Membership Agreement and/or the e-Privilege, are excluded from this Elite Superiority Extension Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Superiority Extension 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 Member to the Company.
- (3) The Member agrees that the Company shall have the rights at all time to assign wholly or in part any or all of its rights, duties, and obligations to any of its affiliates or any other person, provided that the 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 Superiority Extension 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 / GSSA (as the case may be) to the Member.

5.2 Penalty Charge

Cancellation of reservation for certain services made available pursuant to the E-Privilege 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, otherwise the Member shall be responsible to pay the Penalty Charge (if any) 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 Superiority Extension 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 Member

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

8. Governing Law

This Elite Superiority Extension 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 Superiority Extension 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 (including that of the Service Provider) as stated in the E-Privilege, or 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@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 Member agrees and acknowledges that at any time based on the Company's discretion, the Company may waive its right to demand any compliance with the terms and conditions of this Elite Superiority Extension Membership Agreement or the E-Privilege from the Member. Such waiver shall not affect any right of the Company to enforce the terms and conditions of this Elite Superiority Extension Membership Agreement or the E-Privilege at any time in the future.