

## Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....

## Application Form for Elite Easy Access Membership

Please use capital letters and black or blue ink only

*For TPC use only*

Membership No.: \_\_\_\_\_ Agent Code: \_\_\_\_\_

Membership ID. No.: \_\_\_\_\_ Application No.(for Sales Agent): \_\_\_\_\_

Approval No.: \_\_\_\_\_

Gender: ☐ Male ☐ Female

Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_

(As shown in your passport) (Please specify)

Given Name:

Middle Name:

Surname:

Name on Card: \_\_\_\_\_

Date of Birth (DD/MM/YY): \_\_\_\_\_ Blood Type: \_\_\_\_\_ Religion: \_\_\_\_\_

Allergic to: \_\_\_\_\_

Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other \_\_\_\_\_

Business Title: \_\_\_\_\_ (Please specify)

Company Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

- |                                                             |                                                               |                                                         |
|-------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Advertising/Marketing/PR           | <input type="checkbox"/> Agriculture/Chemical/Forest Products | <input type="checkbox"/> Automotive                     |
| <input type="checkbox"/> Computer/Electronic                | <input type="checkbox"/> Construction                         | <input type="checkbox"/> Consumer Goods                 |
| <input type="checkbox"/> Education (Includes Student)       | <input type="checkbox"/> Energy/Mining                        | <input type="checkbox"/> Finance/Insurance/Real Estate  |
| <input type="checkbox"/> Government/Military/Public Service | <input type="checkbox"/> Hospitality/Recreation               | <input type="checkbox"/> Media/Publishing/Entertainment |
| <input type="checkbox"/> Medical/Health Service             | <input type="checkbox"/> Pharmaceutical                       | <input type="checkbox"/> Retail                         |
| <input type="checkbox"/> Services                           | <input type="checkbox"/> Telecommunications/Networking        | <input type="checkbox"/> Travel/Transportation          |
| <input type="checkbox"/> Other _____                        |                                                               |                                                         |

(Please specify)

Business Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Current Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Permanent Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

\*Please indicate country code and area code

\*\*Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one

☐ Business Address

☐ Current Address

☐ Permanent Address

How do you know us?

☐ Sales Agent

☐ Banner

☐ Other \_\_\_\_\_

☐ Search engine

☐ www.thailandelite.com

☐ Advertising

☐ Friend

(Please specify)

I understand that the Elite Easy Access Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval from the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Easy Access 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 Elite Easy Access 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 old)

	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

1. Copy of passport
2. Copy of work permit (if any)
3. A photo
4. Copy of proof showing genuine relationship with the legal representative (if the applicant is under 20 years old)

Continue.

## TERMS AND CONDITIONS OF ELITE EASY ACCESS MEMBERSHIP (the "Elite Easy Access Membership Agreement")

By enrolling in the Membership, the Member agrees to be bound by the Elite Easy Access 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 the Elite Easy Access Membership Agreement.

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

### 1. Definition in this Elite Easy Access Membership Agreement:

- a) **"Application"** means the Application Form for Elite Easy Access Membership;
- b) **"Card"** means the Elite Easy Access Membership Card approved and issued to the Member by the Company pursuant to the terms and conditions of this Elite Easy Access Membership Agreement;
- c) **"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 5.2;
- d) **"Company"** means Thailand Privilege Card Company Limited;
- 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 Member by the Company once the Company has received the Membership Fee.
- f) **"Exchange Rate"** means the exchange rate for conversion of foreign currency to Thai Baht announced by the Bank of Thailand, which will be notified by the Company or the Sales Agent (as the case maybe) to the applicant/the Member upon a request by the applicant / the Member;
- g) **"Member"** means the applicant under the Application whose Membership has been approved by the Company;
- h) **"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;
- i) **"Membership"** means the Elite Easy Access Membership;
- j) **"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 5.1;
- k) **"Penalty Charge"** means the charge to be paid by the Member to the Company pursuant to the terms and conditions of the Elite Easy Access Membership Agreement and the e-Privilege, which is to be discussed more particularly in detail under Clause 5.3;
- l) **"Prevailing Rate"** means the latest rate of the Membership Fee announced by the Company in writing;
- 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;
- 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;
- p) **"Elite Ultimate Privilege Membership Agreement"** means the Elite Ultimate Membership Agreement which the Member shall enter into with the Company upon the Members' application for upgrade of the Membership to the class of the Elite Ultimate Privilege Membership;
- q) **"Upgrade Fee"** means the upgrade fee to be paid by the Member to the Company upon the Member's application for the Membership upgrade to the class of the Elite Ultimate Privilege Membership, which is to be discussed more particularly in detail in Clause 5.4; and
- r) **"Legal Representative"** means a person who has the legal authority to give consent for the applicant who is under twenty (20) years old.

### 2. Terms of Membership

#### 2.1 Conditions Precedent

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

#### 2.3 Validity of the Membership

Subject to each of the Privileges' specific enjoyment period stated in Clause 4, the term of the Membership shall be valid for five (5) years, provided that the Member shall submit the Penalty Charge (if any) and other fees (if any) to the Company. The unpaid Penalty Charge and/or other fees will be treated as delinquent amount. If the Company does not receive full payment of such amount within the payment due date as specified in the invoice, then the Company shall be entitled to suspend all Privileges for the Member at the Company's discretion until payment of such delinquent amount is made in full plus interest for late payment at the accrual rate of seven point five (7.5) percent per annum.

## 2.4 Termination

### (1) Automatic Termination

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

### (2) Termination due to inappropriate conducts

The Company may terminate the Membership 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 Elite Easy 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 of perform its operation as usual, the company shall be entitled to terminate the Membership by giving an advance written notice to the Member.

### (4) Rights and duties after termination

It is understood as follows:

- (a) In case of the termination pursuant to Clause 2.4 (1) or (2) above, the Membership hereunder shall immediately become invalid whereupon the Member's right to the Privileges hereunder shall be ceased and the Membership Fee shall also be forfeited to the Company.
- (b) In case of the termination pursuant to Clause 2.4 (3) above, the Membership hereunder shall immediately become invalid whereupon the Company shall refund the remaining Membership Fee (if any) to the Member, within thirty (30) days after the Card has been returned to the Company, less the following balances (if any) and costs:
  - (i) The Penalty Charge and/or outstanding fees; and
  - (ii) The costs of Privileges which have been used by the Member during the validity of Membership.

## 3. Service Access

3.1 The Card 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.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 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 It is understood that at present the following Privileges are subject to a limited number of usages per each calendar year. The Company shall provide the Privileges to the Member throughout the term of Membership respectively as follows:

- (1) Privilege Entry Visa; 5-year multiple entry visa with extendable 1-year length of stay per each entry;
- (2) VIP greeting and escort on arrival and departure by Elite Personal Assistants;
- (3) Complimentary limousine transfer from airport to hotel / residence or from hotel / residence to airport on international flights under the Company's conditions - available twenty four (24) times per calendar year.
- (4) Government Concierges - Business Networking, Immigration Service, Facilitation in Driver's license;
- (5) Special Discounts at hotels, dining establishments, shopping malls and duty free shops; and
- (6) Member Contact Centre - English, Korean, Mandarin and Japanese

The Company reserves the rights to charge the above limitation of usage from the above limitation of usage from time to time at its sole discretion.

4.2 The Company reserves the rights to modify, cancel and/or prescribe further limitation on any of the Privileges without prior notice. The use of the Privileges shall be subject to the specific terms and conditions as stated in the E-Privilege. The E-Privilege, as may be amended or supplemented, is considered an integral part of this Elite Easy Access Membership Agreement. In case any of the Privileges has been used by the 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 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.

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 & 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 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 Easy Access Membership Agreement, not contained in this Elite Easy Access Membership Agreement and/or the e-Privilege, are excluded from this Elite Easy Access Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Easy Access Membership Agreement 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 under this Elite Easy Access Membership Agreement
- (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 is notified in writing prior to any such assignment.

## 5. Fee(s) and Conditions

### 5.1 Membership Fee

THB 500,000 (five hundred thousand Baht only) inclusive of value added tax per Membership or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

### 5.2 Penalty Charge

Cancellation of reservation for certain services 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 to the Company at the applicable rate so stated in the E-Privilege.

### 5.3 Upgrade, Fee, and Validity

During its 5-year validity period, this Membership may be upgraded to the class of the Elite Ultimate Privilege Membership. The Member who wishes to apply for the Elite Ultimate Privilege Membership shall submit the application form to the Company for consideration and approval. The Upgrade Fee payable by the Member to the Company upon application shall be THB 1,500,000 (one million and five hundred thousand Baht only) exclusive of value added tax (calculated at the rate applicable at the time of application), or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member. The Company's approval, and receipt of the Upgrade Fee, shall be conditions precedent for the Elite Ultimate Privilege Membership Agreement. Once the Elite Ultimate Privilege is approved by the Company, the Membership shall be converted and subject to all terms and conditions set forth in the Elite Ultimate Privilege Membership Agreement and shall be valid for the difference between the 20-year validity period of the Elite Ultimate Privilege Membership (as approved by the Company for any applicant in a regular circumstance) and the used up period of this Membership. All fees, charges, and payments in this Elite Easy 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 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 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 Easy Access Membership Agreement or any part of this Elite Easy Access Membership Agreement or document that is deemed a part of this Elite Easy Access 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. If there is any inconsistency between the terms and/or conditions of this Elite Easy Access Membership Agreement and the terms and/or conditions of the E-Privilege, the terms and conditions of this Elite Easy Access Membership Agreement shall prevail.

## 8. Governing Law

This Elite Easy 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 Easy 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 Member to the mailing as stated in the Application or in any other address as shall be notified by the Member to 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 delivery by hand or sent by fax or prepaid post (in the case of service in Thailand and airmail in the case of international service). Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received on the next working day in the place to which it is sent, if sent by fax, or 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 Easy Access 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 Easy Access Membership Agreement or the E-Privilege at any time in the future.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

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2.2) When is the expiry date?

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3) How many times have you overstayed in Thailand in the past three years?

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4) What is your main reason to become Thailand Elite member?

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5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /



## Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant (Core Member)

( )

Date...../...../.....

# Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

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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.

Signed..... Applicant (The Other Member)

( )

Date...../...../.....

# Application Form for Elite Family Excursion Membership (Core Member)

Please use capital letters and black or blue ink only

PHOTO

*For TPC use only*

Membership No.: \_\_\_\_\_ Agent Code: \_\_\_\_\_

Membership ID. No.: \_\_\_\_\_ Application No.(for Sales Agent): \_\_\_\_\_

Approval No.: \_\_\_\_\_

Gender: ☐ Male ☐ Female

Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_

(As shown in your passport) (Please specify)

Given Name:

Middle Name:

Surname:

Name on Card: \_\_\_\_\_

Date of Birth (DD/MM/YY): \_\_\_\_\_ Blood Type: \_\_\_\_\_ Religion: \_\_\_\_\_

Allergic to: \_\_\_\_\_

Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other \_\_\_\_\_

Business Title: \_\_\_\_\_ (Please specify)

Company Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

<input type="checkbox"/> Advertising/Marketing/PR	<input type="checkbox"/> Agriculture/Chemical/Forest Products	<input type="checkbox"/> Automotive
<input type="checkbox"/> Computer/Electronic	<input type="checkbox"/> Construction	<input type="checkbox"/> Consumer Goods
<input type="checkbox"/> Education (Includes Student)	<input type="checkbox"/> Energy/Mining	<input type="checkbox"/> Finance/Insurance/Real Estate
<input type="checkbox"/> Government/Military/Public Service	<input type="checkbox"/> Hospitality/Recreation	<input type="checkbox"/> Media/Publishing/Entertainment
<input type="checkbox"/> Medical/Health Service	<input type="checkbox"/> Pharmaceutical	<input type="checkbox"/> Retail
<input type="checkbox"/> Services	<input type="checkbox"/> Telecommunications/Networking	<input type="checkbox"/> Travel/Transportation
<input type="checkbox"/> Other _____		

(Please specify)

Business Address: No./Street: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Current Address: No./Street: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Permanent Address: No./Street: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

\*Please indicate country code and area code

\*\*Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one ☐ Business Address ☐ Current Address ☐ Permanent Address

How do you know us?

<input type="checkbox"/> Sales Agent	<input type="checkbox"/> Search engine	<input type="checkbox"/> Advertising
<input type="checkbox"/> Banner	<input type="checkbox"/> www.thailandelite.com	<input type="checkbox"/> Friend
<input type="checkbox"/> Other _____		

(Please specify)



I warrant the accuracy and completeness of the information provided for Thailand Privilege Card Company Limited (the "Company") and in this Application Form For Elite Family Excursion Membership (the "Application"). By signing this Application, We request that the "Company" consider and approve the Elite Family Excursion Membership for us. We agree to be bound by the Elite Family Excursion Membership Agreement attached hereto which shall form part of this application. We shall not withdraw any consent or authorization given in this application if the Company approves the Elite Family Excursion Membership for us.

We understand that the Thailand Elite Family Excursion Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, we shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Thailand Elite Family Excursion 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/applicants on a non-refundable basis for the enrollment of Thailand Elite Family Excursion Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

Core Member's Signature \_\_\_\_\_  
( \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ )

The Other Member's Signature \_\_\_\_\_  
( \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ )

#### Thailand Privilege Card 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

#### Supporting Documents needed:

1. Copy of passport
2. Copy of work permit (if any)
3. A photo
4. Copy of proof showing genuine relationship with the legal representative (if the applicant is under 20 years old)

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

## TERMS AND CONDITIONS OF ELITE FAMILY EXCURSION MEMBERSHIP (the "Elite Family Excursion Membership Agreement")

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

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

### 1. Definition in this Elite Family Excursion Membership Agreement:

- a) **"Application"** means the Application Form for Elite Family Excursion Membership submitted to the Company by the Core Member / The Other Member or the Next Member;
- b) **"Card"** means the Elite Family Excursion Membership Card approved and issued to the Core Member / The Other Member / Next Member by the Company pursuant to the terms and conditions of this Elite Family Excursion 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 Other Member or Next Member having priority to still enjoy full Privileges upon the end or termination of their kinship under Clause 2.7, or who is a legal spouse or civil union of The Other Member or Next Member, and who has been selected to be a member of priority to enjoy full Privileges 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 Members 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 / The Other Member / Next Member upon a request by the Core Member, The Other Member, or Next Members;
- 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 / The Other Member's or Next Member's country), children and legally adopted children of Core Member or The Other Member;
- j) **"Member Contact Centre"** means a contact centre of the Company or the Service Provider with which the Core Member / The Other Member / Next Member may make contact via a telephone or other communication channels as stipulated in the e-Privilege, or as the Core Member / The Other 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 / The Other Member / Next Member along with the Card.
- l) **"Membership"** means Elite Family Excursion Membership enjoyed collectively by the Core Member / The Other Member / Next Member;
- m) **"Membership Fee"** means the membership fee which the Core Member / The Other 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 an Immediate Family Member of Core Member or The Other Member who, after the Core Member and The Other Member's Application has been approved by the Company, applies for the Membership and enjoys the Privileges under the Members' collective Membership approved by the Company.
- o) **"Next Members"** means two more Immediate Family Member of the Core Member or The Other Member who, after the Core Member and The Other Member's Application has been approved by the Company, apply for the Membership by submitting the Application to the Company 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 / The Other Member and Next Member (if any) to the Company pursuant to the terms and conditions of the Elite Family Excursion 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;
- 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 / The Other Member / Next Member shall be advised from time to time; and
- v) **"The Other Member"** means the other applicant, who is either a biological parent or step parent, or a child or adopted child, or a legal spouse or civil union of the Core Member, and who together with the Core Member applies for this Membership which is approved by the Company.

## 2. Terms of Membership

### 2.1 Conditions Precedent (for Core Member & The Other Member)

As a condition precedent for the Core Member / The Other Member's eligibility for applying for the Membership, and in addition to the qualifications required under Clause 6, the Core Member / The Other Member must each 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 or legal marriage status within the definition of the Immediate Family Member to one another 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 Family Excursion 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 / The Other 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 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 The Other Member, or 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 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 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 / The Other 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 Family Excursion Membership Agreement.

### 2.4 Validity of Membership

The Membership for the Core Member / The Other Member shall be valid for a period of five (5) years, and the Membership for Next Member shall be valid for a period equal to the remaining term of the Core Member / The Other 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 / The Other 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) per cent per annum.

### 2.6 Vacancy in Membership

Upon demise of the Core Member or The Other Member or Next Member, the vacancy in the Membership shall have no effect whatsoever to the Privileges under the Membership for the existing Core Member or The Other Member or Next Member, in which case such Privileges shall continue to be valid until the end or early termination thereof.

Upon demise of the Core Member, The Other Member who first enjoyed the Privileges together with the Core Member at the time of the Company's approval of their Application and is enjoying the same at the time of the Core Member's demise shall escalate to assume the status of and become the Core Member. Upon The Other 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 issue a new Core Member Card to such surviving Member. 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 Other Member, prior to them being presented to the Company.

Upon the Core Member and The Other Member's demise, if they are 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 and The Other Member are 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. The provision of the second paragraph pertaining to the notice of demise, proof of demise, and issue of a new Card shall apply *mutatis mutandis*. For the avoidance of doubt, official proof of the Core Member and The Other Member's demise must be notarized by a notary public in the country or countries of demise, and, if such proof and/or notarization is/are originally made in any language or languages other than English, such proof and/or notarization must be translated into English and certified as true translation by a translator acceptable to the Company, at the costs of the selected surviving Next Member, prior to them being presented to the Company.

In no case, however, shall (i) vacancy of either the Core Member or The Other Member or Next Member be validly and effectively replaced by the existing Core Member / The Other 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 Other Member, or of the selected Next Member who has replaced the demised Core Member pursuant to the second paragraph or third 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 Other Member or 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 Other Member or 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 Other Member or 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 The Other Member, or 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 Other Member or 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, each of the Core Member / The Other 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 / The Other 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 either the Core Member or The Other Member, or his or her legal marriage status with the Core Member within the definition of the Immediate Family Member as stated in Clause 2.2 above, 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 or The Other Member / Next Member shall be automatically terminated once any of the Core Member / The Other 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 Core Member / The Other 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 / The Other Member / Next Member by giving an advance written notice to the Core Member / The Other Member / Next Member upon the occurrence of any of the following events:

- either the Core Member, or The Other 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;
- either the Core Member, or The Other Member, or Next Member has fraudulently used his/her Privileges; or
- either the Core Member, or The Other Member, or Next Member has not complied with terms and conditions of this Elite Family Excursion 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 or The Other Member / Next Member by giving an advance written notice to the Core Member / The Other Member / Next Member.

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

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

### (5) Rights and Duties after Termination

It is understood as follows:

- In case of termination pursuant to Clause 2.11 (1) or (2) above, the Membership for the Core Member / The Other Member / Next Member hereunder shall immediately become invalid whereupon the Core Member / The Other 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.
- In case of termination pursuant to Clause 2.11 (3) above, the Membership for the Core Member / The Other Member / Next Member hereunder shall immediately become invalid whereupon the Company shall refund the remaining Membership Fee to the Core Member / The Other 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).
- 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 / The Other Member / Next Member's next of kin or any person entitled to or in control of the Core Member / The Other Member / Next Member's estate, and the Company reserves the right to claim from the Core Member / The Other 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 / The Other Member / Next Member shall jointly and severally be responsible.



### 3. Service Access

- 3.1 The Card and the Member Identification Number are the keys to access the Privileges. Each of the Core Member / The Other 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 / The Other 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 each of the Core Member / The Other 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 / The Other Member / Next Member throughout the term of Membership as follows:
  - (1) Privilege Entry Visa; 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 up to four (4) times for short haul, and up to six (6) time for long haul, per each calendar year;
  - (5) VIP 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; and
  - (8) Twenty Four (24) Information Assistance by the Member Contact Center.

For the avoidance of doubt, the ten (10)-time and per year complimentary transportation under (4) above shall be cumulative upon each and every use by any of the Core Member / The Other 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 Family Excursion Membership Agreement. In case any of the cumulative Privileges, including those which have been amended or supplemented, has been used by the Core Member / The Other 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 / The Other 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 / The Other 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 / The Other 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 Other Member upon the Core Member's demise, or by the surviving Next Members' selected Next Member upon the Core Member / The Other Member's demise, as the case may be, pursuant to Clause 2.6 above, the Privileges are considered to be personal rights of each of the Core Member / The Other Member / Next Member.
- 4.7 Liabilities and Limitations
  - (1) The Company shall not be liable to the Core Member / The Other Member / Next Member, or any third party for any products or services provided by Service Provider to the Core Member / The Other Member / Next Member for any delay and/or defect in performance of the same by any reason whatsoever. This 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, 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 / The Other 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 Family Excursion Membership Agreement, not contained in this Elite Family Excursion Membership Agreement and/or the e-Privilege, are excluded from this Elite Family Excursion Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Family Excursion 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 Members and the Next Membership Fee paid by the Next Members (if any) to the Company.
  - (3) The Core Member / The Other 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 / The Other Member / Next Member are notified in writing prior to any such assignment.

## 5. Fee(s) and Conditions

### 5.1 Membership Fee

The Membership Fee jointly and severally responsible for by the Core Member / The Other Member under this Elite Family Excursion 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 / GSSA (as the case may be) to the Members.

### 5.2 Next Membership Fee

The Next Membership Fee responsible for by each Next Member under this Elite Family Excursion Membership Agreement is at the amount of THB 300,000 (three 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 / GSSA (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 / The Other 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 / The Other 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 Privilege Book.

All fees, charges, and payments in this Elite Family Excursion 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 / The Other Member / Next Member

Throughout the validity of Membership, each of the Core Member / The Other 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 Family Excursion Membership Agreement or any part of this Elite Family Excursion Membership Agreement or document that is deemed a part of this Elite Family Excursion Membership Agreement or any of the terms and conditions stipulated in the E-Privilege is needed, the Core Member / The Other 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 Family Excursion Membership Agreement and the terms and/or conditions of the e-Privilege, the terms and conditions of this Elite Family Excursion Membership Agreement shall prevail.

## 8. Governing Law

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



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

---

2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

---

2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /

### Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

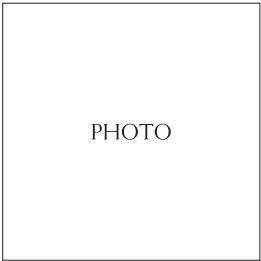
I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....



Please use capital letters and black or blue ink only

Approval No.: \_\_\_\_\_

Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

**\*\*Please indicate one email address that you want to receive updated privilege and benefit news.**

(Please specify)

I understand that the Elite Family Excursion Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Family Excursion 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/applicants on a non-refundable basis for the enrollment of Elite Family Excursion Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

Core Member's \_\_\_\_\_  
Signature ( \_\_\_\_\_ )

Next Member's \_\_\_\_\_  
Signature ( \_\_\_\_\_ )

	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

1. Copy of passport
2. Copy of work permit (if any)
3. A photo
4. Copy of proof showing genuine relationship with the legal representative (if the applicant is under 20 years old)

EFE2020-003N



## TERMS AND CONDITIONS OF ELITE FAMILY EXCURSION MEMBERSHIP (the "Elite Family Excursion Membership Agreement")

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

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

### 1. Definition in this Elite Family Excursion Membership Agreement:

- a) **"Application"** means the Application Form for Elite Family Excursion Membership submitted to the Company by the Core Member / The Other Member or the Next Member;
- b) **"Card"** means the Elite Family Excursion Membership Card approved and issued to the Core Member / The Other Member / Next Member by the Company pursuant to the terms and conditions of this Elite Family Excursion 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 Other Member or Next Member having priority to still enjoy full Privileges upon the end or termination of their kinship under Clause 2.7, or who is a legal spouse or civil union of The Other Member or Next Member, and who has been selected to be a member of priority to enjoy full Privileges 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 Members 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 / The Other Member / Next Member upon a request by the Core Member, The Other Member, or Next Members;
- 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 / The Other Member's or Next Member's country), children and legally adopted children of Core Member or The Other Member;
- j) **"Member Contact Centre"** means a contact centre of the Company or the Service Provider with which the Core Member / The Other Member / Next Member may make contact via a telephone or other communication channels as stipulated in the e-Privilege, or as the Core Member / The Other 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 / The Other Member / Next Member along with the Card.
- l) **"Membership"** means Elite Family Excursion Membership enjoyed collectively by the Core Member / The Other Member / Next Member;
- m) **"Membership Fee"** means the membership fee which the Core Member / The Other 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 an Immediate Family Member of Core Member or The Other Member who, after the Core Member and The Other Member's Application has been approved by the Company, applies for the Membership and enjoys the Privileges under the Members' collective Membership approved by the Company.
- o) **"Next Members"** means two more Immediate Family Member of the Core Member or The Other Member who, after the Core Member and The Other Member's Application has been approved by the Company, apply for the Membership by submitting the Application to the Company 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 / The Other Member and Next Member (if any) to the Company pursuant to the terms and conditions of the Elite Family Excursion 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;
- 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 / The Other Member / Next Member shall be advised from time to time; and
- v) **"The Other Member"** means the other applicant, who is either a biological parent or step parent, or a child or adopted child, or a legal spouse or civil union of the Core Member, and who together with the Core Member applies for this Membership which is approved by the Company.



2. Terms of Membership

2.1 Conditions Precedent (for Core Member & The Other Member)

As a condition precedent for the Core Member / The Other Member’s eligibility for applying for the Membership, and in addition to the qualifications required under Clause 6, the Core Member / The Other Member must each 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 or legal marriage status within the definition of the Immediate Family Member to one another 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 Family Excursion 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 the Company, at the costs of the Core Member / The Other 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 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 The Other Member, or 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 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 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 / The Other 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 Family Excursion Membership Agreement.

2.4 Validity of Membership

The Membership for the Core Member / The Other Member shall be valid for a period of five (5) years, and the Membership for Next Member shall be valid for a period equal to the remaining term of the Core Member / The Other 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 / The Other 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 The Other Member or Next Member, the vacancy in the Membership shall have no effect whatsoever to the Privileges under the Membership for the existing Core Member or The Other Member or Next Member, in which case such Privileges shall continue to be valid until the end or early termination thereof.

Upon demise of the Core Member, The Other Member who first enjoyed the Privileges together with the Core Member at the time of the Company’s approval of their Application and is enjoying the same at the time of the Core Member’s demise shall escalate to assume the status of and become the Core Member. Upon The Other 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 issue a new Core Member Card to such surviving Member. 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 Other Member, prior to them being presented to the Company.

Upon the Core Member and The Other Member’s demise, if they are 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 and The Other Member are 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. The provision of the second paragraph pertaining to the notice of demise, proof of demise, and issue of a new Card shall apply *mutatis mutandis*. For the avoidance of doubt, official proof of the Core Member and The Other Member's demise must be notarized by a notary public in the country or countries of demise, and, if such proof and/or notarization is/are originally made in any language or languages other than English, such proof and/or notarization must be translated into English and certified as true translation by a translator acceptable to the Company, at the costs of the selected surviving Next Member, prior to them being presented to the Company.

In no case, however, shall (i) vacancy of either the Core Member or The Other Member or Next Member be validly and effectively replaced by the existing Core Member / The Other 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 Other Member, or of the selected Next Member who has replaced the demised Core Member pursuant to the second paragraph or third 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 Other Member or 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 Other Member or 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 Other Member or 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 The Other Member, or 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 Other Member or 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, each of the Core Member / The Other 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 / The Other 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 either the Core Member or The Other Member, or his or her legal marriage status with the Core Member within the definition of the Immediate Family Member as stated in Clause 2.2 above, 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 or The Other Member / Next Member shall be automatically terminated once any of the Core Member / The Other 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 Core Member / The Other 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 / The Other Member / Next Member by giving an advance written notice to the Core Member / The Other Member / Next Member upon the occurrence of any of the following events:

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

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

Upon all of the Members / Next Member's demise, the Membership for the Core Member / The Other 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 / The Other Member / Next Member hereunder shall immediately become invalid whereupon the Core Member / The Other 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 the Core Member / The Other Member / Next Member hereunder shall immediately become invalid whereupon the Company shall refund the remaining Membership Fee to the Core Member / The Other 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 / The Other Member / Next Member's next of kin or any person entitled to or in control of the Core Member / The Other Member / Next Member's estate, and the Company reserves the right to claim from the Core Member / The Other 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 / The Other Member / Next Member shall jointly and severally be responsible.

### 3. Service Access

- 3.1 The Card and the Member Identification Number are the keys to access the Privileges. Each of the Core Member / The Other 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 / The Other 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 each of the Core Member / The Other 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 / The Other Member / Next Member throughout the term of Membership as follows:
  - (1) Privilege Entry Visa; 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 up to four (4) times for short haul, and up to six (6) time for long haul, per each calendar year;
  - (5) VIP 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; and
  - (8) Twenty Four (24) Information Assistance by the Member Contact Center.

For the avoidance of doubt, the ten (10)-time and per year complimentary transportation under (4) above shall be cumulative upon each and every use by any of the Core Member / The Other 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 Family Excursion Membership Agreement. In case any of the cumulative Privileges, including those which have been amended or supplemented, has been used by the Core Member / The Other 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 / The Other 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 / The Other 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 / The Other 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 Other Member upon the Core Member’s demise, or by the surviving Next Members’ selected Next Member upon the Core Member / The Other Member’s demise, as the case may be, pursuant to Clause 2.6 above, the Privileges are considered to be personal rights of each of the Core Member / The Other Member / Next Member.
- 4.7 Liabilities and Limitations
  - (1) The Company shall not be liable to the Core Member / The Other Member / Next Member, or any third party for any products or services provided by Service Provider to the Core Member / The Other Member / Next Member for any delay and/or defect in performance of the same by any reason whatsoever. This 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, 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 / The Other 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 Family Excursion Membership Agreement, not contained in this Elite Family Excursion Membership Agreement and/or the e-Privilege, are excluded from this Elite Family Excursion Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Family Excursion 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 Members and the Next Membership Fee paid by the Next Members (if any) to the Company.
  - (3) The Core Member / The Other 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 / The Other Member / Next Member are notified in writing prior to any such assignment.

5. Fee(s) and Conditions

- 5.1 Membership Fee

The Membership Fee jointly and severally responsible for by the Core Member / The Other Member under this Elite Family Excursion 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 / GSSA (as the case may be) to the Members.
- 5.2 Next Membership Fee

The Next Membership Fee responsible for by each Next Member under this Elite Family Excursion Membership Agreement is at the amount of THB 300,000 (three 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 / GSSA (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 / The Other 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 / The Other 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 Family Excursion 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 / The Other Member / Next Member

Throughout the validity of Membership, each of the Core Member / The Other 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 Family Excursion Membership Agreement or any part of this Elite Family Excursion Membership Agreement or document that is deemed a part of this Elite Family Excursion Membership Agreement or any of the terms and conditions stipulated in the E-Privilege is needed, the Core Member / The Other 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 Family Excursion Membership Agreement and the terms and/or conditions of the e-Privilege, the terms and conditions of this Elite Family Excursion Membership Agreement shall prevail.

8. Governing Law

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



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes    ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes    ☐ No

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

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2.2) When is the expiry date?

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3) How many times have you overstayed in Thailand in the past three years?

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4) What is your main reason to become Thailand Elite member?

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5) What is your expectation as a Thailand Elite member?

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Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/                      /

## Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....



# Application Form for Elite Privilege Access Membership (Core Member)

PHOTO

Please use capital letters and black or blue ink only

*For TPC use only*

Membership No.: \_\_\_\_\_ Agent Code: \_\_\_\_\_

Membership ID. No.: \_\_\_\_\_ Application No.(for Sales Agent): \_\_\_\_\_

Approval No.: \_\_\_\_\_

Gender: ☐ Male ☐ Female

Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_

(As shown in your passport) (Please specify)

Given Name:

Middle Name:

Surname:

Name on Card: \_\_\_\_\_

Date of Birth (DD/MM/YY): \_\_\_\_\_ Blood Type: \_\_\_\_\_ Religion: \_\_\_\_\_

Allergic to: \_\_\_\_\_

Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other \_\_\_\_\_

Business Title: \_\_\_\_\_ (Please specify)

Company Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

- |                                                             |                                                               |                                                         |
|-------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Advertising/Marketing/PR           | <input type="checkbox"/> Agriculture/Chemical/Forest Products | <input type="checkbox"/> Automotive                     |
| <input type="checkbox"/> Computer/Electronic                | <input type="checkbox"/> Construction                         | <input type="checkbox"/> Consumer Goods                 |
| <input type="checkbox"/> Education (Includes Student)       | <input type="checkbox"/> Energy/Mining                        | <input type="checkbox"/> Finance/Insurance/Real Estate  |
| <input type="checkbox"/> Government/Military/Public Service | <input type="checkbox"/> Hospitality/Recreation               | <input type="checkbox"/> Media/Publishing/Entertainment |
| <input type="checkbox"/> Medical/Health Service             | <input type="checkbox"/> Pharmaceutical                       | <input type="checkbox"/> Retail                         |
| <input type="checkbox"/> Services                           | <input type="checkbox"/> Telecommunications/Networking        | <input type="checkbox"/> Travel/Transportation          |
| <input type="checkbox"/> Other _____                        |                                                               |                                                         |

(Please specify)

Business Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Current Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Permanent Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

\*Please indicate country code and area code

\*\*Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one ☐ Business Address ☐ Current Address ☐ Permanent Address

How do you know us?

- |                                      |                                                |                                      |
|--------------------------------------|------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Sales Agent | <input type="checkbox"/> Search engine         | <input type="checkbox"/> Advertising |
| <input type="checkbox"/> Banner      | <input type="checkbox"/> www.thailandelite.com | <input type="checkbox"/> Friend      |
| <input type="checkbox"/> Other _____ |                                                |                                      |

(Please specify)



I understand that the Elite Privilege Access Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Privilege Access 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/applicants on a non-refundable basis for the enrollment of Elite Privilege Access Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

Thailand Privilege Card 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

1. Copy of passport
2. Copy of work permit (if any)
3. A photo
4. Copy of proof showing genuine relationship with the legal representative (if the applicant is under 20 years old)

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

## 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 Elite 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 Core 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](mailto:memberservice@thailandelite.com) Website: [www.thailandelite.com](http://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.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

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2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /



## Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....

# Application Form for Elite Family Alternative Membership (Core Member)

Please use capital letters and black or blue ink only

PHOTO

*For TPC use only*

Membership No.: \_\_\_\_\_ Agent Code: \_\_\_\_\_  
Membership ID. No.: \_\_\_\_\_ Application No.(for Sales Agent): \_\_\_\_\_  
Approval No.: \_\_\_\_\_

Gender: ☐ Male ☐ Female  
Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_ (Please specify)  
(As shown in your passport)  
Given Name:                           
Middle Name:                           
Surname:                           
Name on Card: \_\_\_\_\_  
Date of Birth (DD/MM/YY): \_\_\_\_\_ Blood Type: \_\_\_\_\_ Religion: \_\_\_\_\_  
Allergic to: \_\_\_\_\_  
Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_  
Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other \_\_\_\_\_ (Please specify)  
Business Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_  

<input type="checkbox"/> Advertising/Marketing/PR	<input type="checkbox"/> Agriculture/Chemical/Forest Products	<input type="checkbox"/> Automotive
<input type="checkbox"/> Computer/Electronic	<input type="checkbox"/> Construction	<input type="checkbox"/> Consumer Goods
<input type="checkbox"/> Education (Includes Student)	<input type="checkbox"/> Energy/Mining	<input type="checkbox"/> Finance/Insurance/Real Estate
<input type="checkbox"/> Government/Military/Public Service	<input type="checkbox"/> Hospitality/Recreation	<input type="checkbox"/> Media/Publishing/Entertainment
<input type="checkbox"/> Medical/Health Service	<input type="checkbox"/> Pharmaceutical	<input type="checkbox"/> Retail
<input type="checkbox"/> Services	<input type="checkbox"/> Telecommunications/Networking	<input type="checkbox"/> Travel/Transportation
<input type="checkbox"/> Other _____		

(Please specify)

Business Address: No./Street: \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
☐ E-mail Address \*\*: \_\_\_\_\_  
Current Address: No./Street: \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
☐ E-mail Address \*\*: \_\_\_\_\_  
Permanent Address: No./Street: \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
☐ E-mail Address \*\*: \_\_\_\_\_

\*Please indicate country code and areas code

\*\*Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one ☐ Business Address ☐ Current Address ☐ Permanent Address

How do you know us?

☐ Sales Agent ☐ Search engine ☐ Advertising  
☐ Banner ☐ www.thailandelite.com ☐ Friend  
☐ Other \_\_\_\_\_ (Please specify)

I understand that the Elite Family Alternative Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Thailand Elite Family Alternative 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/applicants on a non-refundable basis for the enrollment of Thailand Elite Family Alternative Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

Thailand Privilege Card 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

1. Copy of passport
2. Copy of work permit (if any)
3. A photo
4. Copy of proof showing genuine relationship with the legal representative (if the applicant is under 20 years old)

<p><i>For TPC use only</i></p> <p><input type="checkbox"/> Approved</p> <p>Signed by: _____          (                      /                      )</p>	<p><input type="checkbox"/> Not Approved</p> <p>Reason(s): _____          _____</p> <p>Signed by: _____          (                      /                      )</p>
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## TERMS AND CONDITIONS OF ELITE FAMILY ALTERNATIVE MEMBERSHIP (the "Elite Family Alternative Membership Agreement")

By enrolling in the Membership, the Core Member / Next Member agree to be bound by the Elite Family Alternative 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 Family Alternative Membership Agreement.

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

### 1. Definition in this Elite Family Alternative Membership Agreement:

- a) **"Application"** means the Application Form for Elite Family Alternative Membership submitted to the Company by the Core Member / Next Member;
- b) **"Card"** means the Elite Family Alternative Membership Card approved and issued to the Core Member / Next Member by the Company pursuant to the terms and conditions of this Elite Family Alternative 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, 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 Family Alternative 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 Elite Family Alternative 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 Family Alternative 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 Family Alternative 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 Family Alternative 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 Core 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 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.

## 2.8 No Transfer

This Membership cannot be transferred to any third party individual or any of the Core Member / Next Member's Elite Ultimate Privilege 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*.

## 2.9 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 Family Alternative 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 2.9 (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 2.9 (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 2.9 (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) 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 Family Alternative Membership Agreement. In case any of the cumulative Privileges, including those which have been amended or supplemented, to which the Member / Core Member might be entitled under this Membership and/or the E-Privilege in the future, has been used by the Member / Next Member up to the limited number 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 Family Alternative Membership Agreement, not contained in this Elite Family Alternative Membership Agreement and/or the e-Privilege, are excluded from this Elite Family Alternative Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Family Alternative 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 Family Alternative 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 / GSSA (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 Family Alternative Membership Agreement is at the amount of THB 700,000 (seven 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 / GSSA (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 Family Alternative 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 Family Alternative Membership Agreement or any part of this Elite Family Alternative Membership Agreement or document that is deemed a part of this Elite Family Alternative 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 Family Alternative Membership Agreement and the terms and/or conditions of the e-Privilege, the terms and conditions of this Elite Family Alternative Membership Agreement shall prevail.

## 8. Governing Law

This Elite Family Alternative 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 Family Alternative 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](mailto:memberservice@thailandelite.com) Website: [www.thailandelite.com](http://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 Family Alternative Membership Agreement or the E-Privilege at any time in the future.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

---

2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /

## Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....

## Application Form for Elite Superiority Extension Membership

Please use capital letters and black or blue ink only

*For TPC use only*

Membership No.: \_\_\_\_\_ Agent Code: \_\_\_\_\_

Membership ID. No.: \_\_\_\_\_ Application No.(for Sales Agent): \_\_\_\_\_

Approval No.: \_\_\_\_\_

Gender: ☐ Male ☐ Female  
 Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_  
 (Please specify)

(As shown in your passport)

Given Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Date of Birth (DD/MM/YY): \_\_\_\_\_ Blood Type: \_\_\_\_\_ Religion: \_\_\_\_\_

Allergic to: \_\_\_\_\_

Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other \_\_\_\_\_  
 (Please specify)

Business Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

- |                                                             |                                                               |                                                         |
|-------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Advertising/Marketing/PR           | <input type="checkbox"/> Agriculture/Chemical/Forest Products | <input type="checkbox"/> Automotive                     |
| <input type="checkbox"/> Computer/Electronic                | <input type="checkbox"/> Construction                         | <input type="checkbox"/> Consumer Goods                 |
| <input type="checkbox"/> Education (Includes Student)       | <input type="checkbox"/> Energy/Mining                        | <input type="checkbox"/> Finance/Insurance/Real Estate  |
| <input type="checkbox"/> Government/Military/Public Service | <input type="checkbox"/> Hospitality/Recreation               | <input type="checkbox"/> Media/Publishing/Entertainment |
| <input type="checkbox"/> Medical/Health Service             | <input type="checkbox"/> Pharmaceutical                       | <input type="checkbox"/> Retail                         |
| <input type="checkbox"/> Services                           | <input type="checkbox"/> Telecommunications/Networking        | <input type="checkbox"/> Travel/Transportation          |
| <input type="checkbox"/> Other _____                        |                                                               |                                                         |

(Please specify)

Business Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
Country Code - Area Code

☐ E-mail Address \*\*: \_\_\_\_\_

Current Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
Country Code - Area Code

☐ E-mail Address \*\*: \_\_\_\_\_

Permanent Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
Country Code - Area Code

☐ E-mail Address \*\*: \_\_\_\_\_

\*Please indicate country code and area code

\*\*Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one ☐ Business Address ☐ Current Address ☐ Permanent Address

How do you know us?

- |                                      |                                                |                                      |
|--------------------------------------|------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Sales Agent | <input type="checkbox"/> Search engine         | <input type="checkbox"/> Advertising |
| <input type="checkbox"/> Banner      | <input type="checkbox"/> www.thailandelite.com | <input type="checkbox"/> Friend      |
| <input type="checkbox"/> Other _____ |                                                |                                      |

(Please specify)

I understand that the Elite Superiority Extension Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Superiority Extension 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/applicants on a non-refundable basis for the enrollment of Elite Superiority Extension 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 old)  
/ /

	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

1. Copy of passport
2. Copy of work permit (if any)
3. A photo
4. Copy of proof showing genuine relationship with the legal representative (if the applicant is under 20 years old)

Continue.

## 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 Superiority Extension 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](mailto:memberservice@thailandelite.com) Website: [www.thailandelite.com](http://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.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

---

2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /

### Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....

# Application Form for Elite Privilege Access Membership (Core Member)

Please use capital letters and black or blue ink only

PHOTO

*For TPC use only*

Membership No.: \_\_\_\_\_ Agent Code: \_\_\_\_\_

Membership ID. No.: \_\_\_\_\_ Application No.(for Sales Agent): \_\_\_\_\_

Approval No.: \_\_\_\_\_

Gender: ☐ Male ☐ Female

Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_

(As shown in your passport) (Please specify)

Given Name:

Middle Name:

Surname:

Name on Card: \_\_\_\_\_

Date of Birth (DD/MM/YY): \_\_\_\_\_ Blood Type: \_\_\_\_\_ Religion: \_\_\_\_\_

Allergic to: \_\_\_\_\_

Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other \_\_\_\_\_

Business Title: \_\_\_\_\_ (Please specify)

Company Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

☐ Advertising/Marketing/PR ☐ Agriculture/Chemical/Forest Products ☐ Automotive

☐ Computer/Electronic ☐ Construction ☐ Consumer Goods

☐ Education (Includes Student) ☐ Energy/Mining ☐ Finance/Insurance/Real Estate

☐ Government/Military/Public Service ☐ Hospitality/Recreation ☐ Media/Publishing/Entertainment

☐ Medical/Health Service ☐ Pharmaceutical ☐ Retail

☐ Services ☐ Telecommunications/Networking ☐ Travel/Transportation

☐ Other \_\_\_\_\_ (Please specify)

Business Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Current Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Permanent Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

\*Please indicate country code and area code

\*\*Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one ☐ Business Address ☐ Current Address ☐ Permanent Address

How do you know us?

☐ Sales Agent ☐ Search engine ☐ Advertising

☐ Banner ☐ www.thailandelite.com ☐ Friend

☐ Other \_\_\_\_\_ (Please specify)

I understand that the Elite Privilege Access Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Privilege Access 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/applicants on a non-refundable basis for the enrollment of Elite Privilege Access Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

Thailand Privilege Card 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

1. Copy of passport
2. Copy of work permit (if any)
3. A photo
4. Copy of proof showing genuine relationship with the legal representative (if the applicant is under 20 years old)

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



## 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 Elite 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 Core 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](mailto:memberservice@thailandelite.com) Website: [www.thailandelite.com](http://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.





Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

---

2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /



## Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....

# Application Form for Elite Privilege Access Membership (Next Member)

Please use capital letters and black or blue ink only

PHOTO

*For TPC use only*

Membership No.: \_\_\_\_\_ Agent Code: \_\_\_\_\_  
Membership ID. No.: \_\_\_\_\_ Application No.(for Sales Agent): \_\_\_\_\_  
Approval No.: \_\_\_\_\_

Gender: ☐ Male ☐ Female  
Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_  
(Please specify)  
(As shown in your passport)  
Given Name:   
Middle Name:   
Surname:   
Name on Card: \_\_\_\_\_  
Date of Birth (DD/MM/YY): \_\_\_\_\_ Blood Type: \_\_\_\_\_ Religion: \_\_\_\_\_  
Allergic to: \_\_\_\_\_  
Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_  
Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other \_\_\_\_\_  
(Please specify)  
Business Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_  
☐ Advertising/Marketing/PR ☐ Agriculture/Chemical/Forest Products ☐ Automotive  
☐ Computer/Electronic ☐ Construction ☐ Consumer Goods  
☐ Education (Includes Student) ☐ Energy/Mining ☐ Finance/Insurance/Real Estate  
☐ Government/Military/Public Service ☐ Hospitality/Recreation ☐ Media/Publishing/Entertainment  
☐ Medical/Health Service ☐ Pharmaceutical ☐ Retail  
☐ Services ☐ Telecommunications/Networking ☐ Travel/Transportation  
☐ Other \_\_\_\_\_  
(Please specify)

Business Address: No./Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
☐ E-mail Address \*\*: \_\_\_\_\_  
Current Address: No./Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
☐ E-mail Address \*\*: \_\_\_\_\_  
Permanent Address: No./Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
☐ E-mail Address \*\*: \_\_\_\_\_

\*Please indicate country code and area code

\*\*Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one ☐ Business Address ☐ Current Address ☐ Permanent Address

How do you know us?

☐ Sales Agent ☐ Search engine ☐ Advertising  
☐ Banner ☐ www.thailandelite.com ☐ Friend  
☐ Other \_\_\_\_\_  
(Please specify)

I understand that the Elite Privilege Access Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Privilege Access 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/applicants on a non-refundable basis for the enrollment of Elite Privilege Access Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

Core Member's \_\_\_\_\_  
Signature ( \_\_\_\_\_ )

Next Member's \_\_\_\_\_  
Signature ( \_\_\_\_\_ )

	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

1. Copy of passport
2. Copy of work permit (if any)
3. A photo
4. Copy of proof showing genuine relationship with the legal representative (if the applicant is under 20 years old)

EPA2020-003N

## 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](mailto:memberservice@thailandelite.com) Website: [www.thailandelite.com](http://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.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

---

2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /

### Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....

## Application Form for Elite Superiority Extension Membership

Please use capital letters and black or blue ink only

*For TPC use only*

Membership No.: \_\_\_\_\_ Agent Code: \_\_\_\_\_

Membership ID. No.: \_\_\_\_\_ Application No.(for Sales Agent): \_\_\_\_\_

Approval No.: \_\_\_\_\_

Gender: ☐ Male ☐ Female  
 Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_  
 (Please specify)

(As shown in your passport)

Given Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Date of Birth (DD/MM/YY): \_\_\_\_\_ Blood Type: \_\_\_\_\_ Religion: \_\_\_\_\_

Allergic to: \_\_\_\_\_

Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other \_\_\_\_\_  
 (Please specify)

Business Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

- |                                                             |                                                               |                                                         |
|-------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Advertising/Marketing/PR           | <input type="checkbox"/> Agriculture/Chemical/Forest Products | <input type="checkbox"/> Automotive                     |
| <input type="checkbox"/> Computer/Electronic                | <input type="checkbox"/> Construction                         | <input type="checkbox"/> Consumer Goods                 |
| <input type="checkbox"/> Education (Includes Student)       | <input type="checkbox"/> Energy/Mining                        | <input type="checkbox"/> Finance/Insurance/Real Estate  |
| <input type="checkbox"/> Government/Military/Public Service | <input type="checkbox"/> Hospitality/Recreation               | <input type="checkbox"/> Media/Publishing/Entertainment |
| <input type="checkbox"/> Medical/Health Service             | <input type="checkbox"/> Pharmaceutical                       | <input type="checkbox"/> Retail                         |
| <input type="checkbox"/> Services                           | <input type="checkbox"/> Telecommunications/Networking        | <input type="checkbox"/> Travel/Transportation          |
| <input type="checkbox"/> Other _____                        |                                                               |                                                         |

(Please specify)

Business Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
Country Code - Area Code

☐ E-mail Address \*\*: \_\_\_\_\_

Current Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
Country Code - Area Code

☐ E-mail Address \*\*: \_\_\_\_\_

Permanent Address: No./Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_  
Country Code - Area Code

☐ E-mail Address \*\*: \_\_\_\_\_

\*Please indicate country code and area code

\*\*Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one ☐ Business Address ☐ Current Address ☐ Permanent Address

How do you know us?

- |                                      |                                                |                                      |
|--------------------------------------|------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Sales Agent | <input type="checkbox"/> Search engine         | <input type="checkbox"/> Advertising |
| <input type="checkbox"/> Banner      | <input type="checkbox"/> www.thailandelite.com | <input type="checkbox"/> Friend      |
| <input type="checkbox"/> Other _____ |                                                |                                      |

(Please specify)

I understand that the Elite Superiority Extension Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Superiority Extension 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/applicants on a non-refundable basis for the enrollment of Elite Superiority Extension 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 old)  
/ /

	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

1. Copy of passport
2. Copy of work permit (if any)
3. A photo
4. Copy of proof showing genuine relationship with the legal representative (if the applicant is under 20 years old)

Continue.

## 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 Superiority Extension 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](mailto:memberservice@thailandelite.com) Website: [www.thailandelite.com](http://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.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

---

2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /

## Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....



I warrant the accuracy and completeness of the information provided for Thailand Privilege Card Company Limited (the "Company") and in this Application Form For Elite Family Premium Membership (the "Application"). By signing this Application, I request that the "Company" consider and approve the Elite Family Premium Membership for me. I agree to be bound by the Elite Family Premium 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 Elite Family Premium Membership for me.

I understand that the Elite Family Premium Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Family Premium 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 Elite Family Premium Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

**The Applicant has a legal relationship with the current Elite Ultimate Privilege Member as the:**

☐ Legitimate Spouse ☐ Legitimate Child ☐ Legitimate Parent

**Name of the current Elite Ultimate Privilege Member:**

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_ (Please specify)

First Name:

Middle Name:

Surname:

Individual Membership ID. No.:

Signature \_\_\_\_\_ Applicant  
( / )

Signature \_\_\_\_\_ Core Member  
( / ) (Elite Ultimate Privilege Member)

**Thailand Privilege Card 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

**Supporting Documents needed:**

1. Copy of passport
2. Copy of work permit (if any)
3. Copy of proof showing genuine relationship as Immediate Family of the Core Member (Elite Ultimate Privilege Member)
4. A photo

*For TPC use only*

☐ Approved

☐ Not Approved

Reason(s): \_\_\_\_\_

Signed by: \_\_\_\_\_  
( / )

Signed by: \_\_\_\_\_  
( / )



## TERMS AND CONDITIONS OF ELITE FAMILY PREMIUM MEMBERSHIP (the "Elite Family Premium Membership Agreement")

By enrolling in the Membership, the Member agrees to be bound by the Elite Family Premium 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 the Elite Family Premium Membership Agreement.

This Elite Family Premium Membership Agreement is incorporated into and forms part of the Application for the Thailand Elite Family Membership.

### 1. Definition in this Membership Agreement:

- a) **"Application"** means the Application Form for Elite Family Premium Membership;
- b) **"Annual Fee"** means the annual fee to be paid by the Member to the Company per annum when the Member first enrolls and every twelve (12) month period starting from the enrollment date to maintain the Membership Status, which is to be discussed more particularly in detail under Clause 5.2;
- c) **"Card"** means the Elite Family Premium Membership Card approved and issued to the Member by the Company pursuant to the terms and conditions of this Elite Family Premium Membership Agreement;
- d) **"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 5.4;
- e) **"Company"** means Thailand Privilege Card Company Limited;
- f) **"Core Member"** means a member of the applicant's Immediate Family Member who has applied for and been approved by the Company to enjoy the benefits of the Privileges under the Elite Ultimate Privilege Membership;
- g) **"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 received the Membership Fee and thereafter every subsequent year;
- h) **"Exchange Rate"** means the exchange rate for conversion of foreign currency to Thai Baht announced by the Bank of Thailand, which will be notified by the Company or the Sales Agent (as the case maybe) to the applicant/the Member upon a request by the Member;
- i) **"Immediate Family Member"** means the applicant's legitimate parent, step-parent, married spouse, children and adopted children;
- j) **"Member"** means the applicant under the Application whose Membership has been approved by the Company or the transferee pursuant to Clause 2.4;
- k) **"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;
- l) **"Membership"** means Elite Family Premium Membership;
- m) **"Membership Fee"** means the membership fee that the applicant (or, in case the applicant being 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) **"Membership Transfer Fee"** means the fee to be paid by the Member to the Company for the transfer of the Membership pursuant to Clause 2.4, which is to be discussed more particularly in detail under Clause 5.3;
- o) **"Penalty Charge"** means the charge to be paid by the Member to the Company pursuant to the terms and conditions of the Elite Family Premium Membership Agreement and the E-Privilege, which is to be discussed more particularly in detail under Clause 5.5;
- p) **"Prevailing Rate"** means the latest rate of the Membership Fee announced by the Company in writing;
- q) **"Privileges"** means exclusive privileges as set out in the E-Privilege which may be, from time to time, updated or amended by the Company;
- r) **"Sales Agent"** means an authorized representative of the Company; and
- s) **"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 applicant's eligibility for applying for the Membership, the applicant must present to the Company documentary evidence of his or her kinship to the Immediate Family Member who is a Core Member and has been approved by the Company to enjoy the benefits of Privileges under the Elite Ultimate Privilege 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 Family Premium 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 Elite Family Premium Membership Agreement.

## 2.3 Validity of the Membership

Subject to each of the Privileges' specific enjoyment period stated in Clause 4, the term of the Membership shall be valid for a period equal to the remaining term of the Core Member's Membership at the time of the Company's approval of Application and shall be valid until expiry of such remaining term, provided that the Member shall submit the Annual Fee consecutively paid per annum, the Penalty Charge (if any) and other fees (if any) to the Company. The unpaid Annual Fee and/or Penalty Charge and/or other fees will be treated as delinquent amount. If the Company does not receive full payment of such amount within the payment due date as specified in the invoice, then the Company shall be entitled to suspend all Privileges for the Member at the Company's discretion until payment of such delinquent amount is made in full plus interest for late payment at the accrual rate of seven point five (7.5) percent per annum. For the avoidance of doubt, the validity, existence, or cessation of the Member's Membership, once approved by the Company, shall not be contingent to the same in respect of the Core Member's Membership, save where the Core Member has lost membership due to his or her being sentenced by a judgment to imprisonment in any countries, except for an offence committed to negligence.

## 2.4 Membership Transfer

Subject to prior approval by the Company and payment of the Membership Transfer Fee as stated in Clause 5, the Membership and the Privileges can be transferred to the Member's Immediate Family Member who has qualifications as stated in Clause 6 *mutatis mutandis*, provided such transfer shall be allowed to be made only one (1) time for each Membership and after the transfer, the term of the Membership is subject to the remaining period. The term of Membership will be expired by either the term of Membership as stated in Clause 2.3, or the ending of the remaining period after the Membership transfer, whichever comes first.

## 2.5 Termination

### (1) Automatic Termination

The Membership shall be automatically terminated once the Member dies or fails to maintain any of the qualifications set out in Clause 6, or it is apparent that the information provided by the applicant/the Member to the Company regarding the qualifications under Clause 6 is untrue, or when the Core Member's Membership ceases to exist or is invalid or terminated due to his or her being sentenced by a judgment to imprisonment in any countries, except for an offence committed to negligence.

### (2) Termination due to inappropriate conducts

The Company may terminate the Membership 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 Elite Family Premium 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 by giving an advance written notice to the Member.

### (4) Rights and duties after termination

It is understood as follows:

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

## 3. Service Access

3.1 The Card 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.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 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 It is understood that at present the following Privileges are subject to a limited number of usages per each calendar year. The Company shall provide the Privileges to the Member throughout the term of Membership respectively as follows:
- (1) Privilege Entry Visa; Renewable 5-year multiple entry visa with extendable 1-year length of stay per each entry;
  - (2) VIP greeting and escort on arrival and departure by Elite Personal Assistants;
  - (3) Complimentary limousine transfer from airport – residence or hotel – airport on international flights under the Company’s conditions;
  - (4) Complimentary massage at selected spa ten (10) times per each calendar year;
  - (5) Golf with complimentary green fee ten (10) times per each calendar year;
  - (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; and
  - (8) Member Contact Centre – English, Korean, Mandarin and Japanese
- The Company reserves the rights to change the above limitation of usage from time to time at its sole discretion.
- 4.2 The Company reserves the rights to modify, cancel and/or prescribe further limitation on any of the Privileges without prior notice. The use of the Privileges shall be subject to the specific terms and conditions as stated in the E-Privilege. The E-Privilege, as may be amended or supplemented, is considered an integral part of this Elite Family Premium Membership Agreement. In case any of the Privileges has been used by the 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 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.
- 4.5 The scope of Privileges shall be in accordance with the specific terms and conditions as stated in the e-Privilege.
- 4.6 Subject to the Membership transfer pursuant to Clause 2.4, the Privileges are considered to be personal rights of the Member.
- 4.7 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 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 Family Premium Membership Agreement, not contained in this Elite Family Premium Membership Agreement and/or the E-Privilege, are excluded from this Elite Family Premium Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Family Premium Membership Agreement 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 under this Elite Family Premium Membership Agreement.
  - (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 is notified in writing prior to any such assignment.

## 5. Fee(s) and Conditions

### 5.1 Membership Fee

THB 1,000,000 (one million Baht only) inclusive of value added tax per Membership or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

### 5.2 Annual Fee

THB 10,000 (ten thousand Baht only) inclusive of value tax per annum or an equivalent amount in USD pursuant to the exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

### 5.3 Membership Transfer Fee

The Membership Transfer Fee shall be at the rate of twenty (20) percent of Prevailing Rate inclusive of value added tax.

#### 5.4 Card Reissuing Fee

THB 4,000 (four 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 applicant/the Member.

#### 5.5 Penalty Charge

Cancellation of reservation for certain services 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 to the Company at the applicable rate so stated in the E-Privilege.

All fees, charges, and payments in this Elite Family Premium 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 the Applicant/the Member

The applicant/the Member must have and maintain to have following qualifications:

- 6.1 Not having been a suspect of any criminal offense 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 Family Premium Membership Agreement or any part of this Elite Family Premium Membership Agreement or document that is deemed a part of this Elite Family Premium 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. If there is any inconsistency between the terms and/or conditions of this Elite Family Premium Membership Agreement and the terms and/or conditions of the E-Privilege, the terms and conditions of this Elite Family Premium Membership Agreement shall prevail.

### 8. Governing Law

This Elite Family Premium 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 Family Premium 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](mailto:memberservice@thailandelite.com) Website: [www.thailandelite.com](http://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 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 Family Membership Agreement or the E-Privilege from the Member. Such a waiver shall not affect any right of the Company to enforce the terms and conditions of this Elite Family Premium Membership Agreement or the E-Privilege at any time in the future.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

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2.2) When is the expiry date?

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3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /

## Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....

## Application Form for Elite Ultimate Privilege Membership

Please use capital letters and black or blue ink only

*For TPC use only*

Membership No.: \_\_\_\_\_ Agent Code: \_\_\_\_\_

Membership ID. No.: \_\_\_\_\_ Application No.(for Sales Agent): \_\_\_\_\_

Approval No.: \_\_\_\_\_

Gender: ☐ Male ☐ Female

Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_

(As shown in your passport) (Please specify)

Given Name:

Middle Name:

Surname:

Name on Card: \_\_\_\_\_

Date of Birth (DD/MM/YY): \_\_\_\_\_ Blood Type: \_\_\_\_\_ Religion: \_\_\_\_\_

Allergic to: \_\_\_\_\_

Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_

Issued by: \_\_\_\_\_ Issued Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other \_\_\_\_\_

Business Title: \_\_\_\_\_ (Please specify)

Company Name: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

- |                                                             |                                                               |                                                         |
|-------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Advertising/Marketing/PR           | <input type="checkbox"/> Agriculture/Chemical/Forest Products | <input type="checkbox"/> Automotive                     |
| <input type="checkbox"/> Computer/Electronic                | <input type="checkbox"/> Construction                         | <input type="checkbox"/> Consumer Goods                 |
| <input type="checkbox"/> Education (Includes Student)       | <input type="checkbox"/> Energy/Mining                        | <input type="checkbox"/> Finance/Insurance/Real Estate  |
| <input type="checkbox"/> Government/Military/Public Service | <input type="checkbox"/> Hospitality/Recreation               | <input type="checkbox"/> Media/Publishing/Entertainment |
| <input type="checkbox"/> Medical/Health Service             | <input type="checkbox"/> Pharmaceutical                       | <input type="checkbox"/> Retail                         |
| <input type="checkbox"/> Services                           | <input type="checkbox"/> Telecommunications/Networking        | <input type="checkbox"/> Travel/Transportation          |
| <input type="checkbox"/> Other _____                        |                                                               |                                                         |

(Please specify)

Business Address: No./Street: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Current Address: No./Street: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

Permanent Address: No./Street: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_ Fax No. (\_\_\_\_\_-\_\_\_\_\_) \* \_\_\_\_\_

☐ E-mail Address \*\*: \_\_\_\_\_

\*Please indicate country code and area code

\*\*Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one

☐ Business Address

☐ Current Address

☐ Permanent Address

How do you know us?

☐ Sales Agent

☐ Banner

☐ Other \_\_\_\_\_

☐ Search engine

☐ www.thailandelite.com

☐ Advertising

☐ Friend

(Please specify)



I warrant the accuracy and completeness of the information provided for Thailand Privilege Card Company Limited (the "Company") and in this Application Form For Elite Ultimate Privilege Membership (the "Application"). By signing this Application, I request that the "Company" consider and approve the Elite Ultimate Privilege Membership for me. I agree to be bound by the Elite Ultimate Privilege 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 Elite Ultimate Privilege Membership for me.

I understand that the Elite Ultimate Privilege Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Ultimate Privilege 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 non-refundable basis for the enrollment of Elite Ultimate Privilege Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice form the Company.

Signature\_\_\_\_\_Applicant

(\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_)

Supporting Documents needed:

- 1. Copy of passport
- 2. Copy of work permit (if any)
- 3. A photo

For TPC 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 ELITE ULTIMATE PRIVILEGE MEMBERSHIP (the "Elite Ultimate Privilege Membership Agreement")

By enrolling in the Membership, the Member agrees to be bound by the Elite Ultimate Privilege 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 the Elite Ultimate Privilege Membership Agreement. This Elite Ultimate Privilege Membership Agreement is incorporated into and forms part of the Application for the Elite Ultimate Privilege Membership.

### 1. Definition in this Membership Agreement:

- a) **"Application"** means the Application Form for Elite Ultimate Privilege Membership;
- b) **"Annual Fee"** means the Annual Fee paid by the Member to the Company per annum when the Member first enrolls and every twelve (12) months period starting from the enrollment date to maintain the Membership Status;
- c) **"Card"** means the Elite Ultimate Privilege Membership Card approved and issued to the Member by the Company pursuant to the terms and conditions of this Elite Ultimate Privilege Membership Agreement;
- d) **"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;
- e) **"Company"** means Thailand Privilege Card Company Limited;
- f) **"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 received the Membership Fee and thereafter every subsequent year;
- 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 (as the case maybe) to the applicant/the Member upon a request by the Member;
- h) **"Member"** means the applicant under the Application whose Membership has been approved by the Company or the transferee pursuant to Clause 2.4;
- i) **"Member Contact Centre"** means a contact centre of the Company where the Member may make contact via a telephone or other communication tools as stipulated in the e-Privilege;
- j) **"Membership"** means Elite Ultimate Privilege Membership;
- k) **"Membership Fee"** means the membership fee that the applicant shall remit to the Company for enrollment of the Membership;
- l) **"Membership Transfer Fee"** means the fee to be paid by the Member to the Company for the transfer of the Membership pursuant to Clause 2.4;
- m) **"Penalty Charge"** means the charge to be paid by the Member to the Company pursuant to the terms and conditions of the Elite Ultimate Privilege Membership Agreement and the E-Privilege;
- n) **"Prevailing Rate"** means the latest rate of the Membership Fee announced by the Company in writing;
- p) **"Privileges"** means exclusive privileges as set out in the e-Privilege which may be, from time to time, updated or amended by the Company;
- p) **"Sales Agent"** means an authorized representative of the Company; and
- q) **"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 to the Member.

### 2. Terms of Membership

#### 2.1 Conditions Precedent

The Company's approval, as well as receipt of the Membership Fee, is conditions precedent for this Elite Ultimate Privilege 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 Elite Ultimate Privilege Membership Agreement. The checking and the revealing shall be limited for the purpose of Elite Ultimate Privilege Membership or related Member services or other purposes as permitted by the law of the relevant countries.

### 2.3 Validity of the Membership

Subject to Clause 4, the term of the Membership shall valid for twenty (20) years, provided that the Member shall submit the Annual Fee consecutively paid per annum, the Penalty Charge (if any) and other fees (if any) to the Company. The unpaid Annual Fee and/or Penalty Charge and/or other fees will be treated as delinquent amount. If the Company does not receive full payment of such amount within the payment due date as specified in the invoice, then the Company shall be entitled to suspend all Privileges for the Member at the Company's discretion until payment of such delinquent amount is made in full plus interest for late payment at the rate of seven point five (7.5) percent per annum.

### 2.4 Membership Transfer

Subject to a prior approval by the Company and payment of the Membership Transfer Fee as stated in Clause 5, the Membership can be transferred to any third party who has qualifications as stated in Clause 6 *mutatis mutandis*, provided such a transfer shall allow to be made only one (1) time for each Membership and after the transfer, the term of the Membership is subject to the remaining period. The term of Membership will be expired by either the term of Membership as stated in Clause 2.3 or the ending of the remaining period after transferring Membership, subject to what may cause first.

### 2.5 Termination

- (1) Automatic Termination The Membership shall be automatically terminated once the Member dies or fails to maintain any of the qualifications set out in Clause 6 or it is apparent that the information provided by the Company regarding the qualifications under Clause 6 is untrue.
- (2) Termination due to inappropriate conducts The Company may terminate the Membership by giving an advance written notice to the Member upon occurrence 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 fraudulently has used his/her Privileges; or
  - (c) The Member has not complied with terms and conditions of this Elite Ultimate Privilege Membership Agreement or the E-Privilege.
- (3) Termination due to government policies. In case there is any order, rule, regulation or law announced by any related government authority which has an impact on the business operation of the Company to the effect that the Company is unable to continue its business or perform its operation as usual, the Company shall be entitled to terminate the Membership by giving an advance written notice to the Member.
- (4) Rights and duties after termination It is understood as follows:
  - (a) In case of the termination pursuant to Clause 2.5(1) or (2) above, the Membership hereunder shall immediately become invalid and then the Member's right to the Privileges hereunder shall be ceased and the Membership Fee shall also be forfeited to the Company.
  - (b) In case of the termination pursuant to Clause 2.5(3) above, the Membership hereunder shall immediately become invalid and the Company shall refund the remaining Membership Fee (if any) to the Member, within thirty (30) days after the Card has been returned to the Company, less the following balances (if any) and costs:
    - (i) The Penalty Charge and/or outstanding fees; and
    - (ii) The costs of Privileges which has been used by the Member during the validity of Membership.

## 3. Service Access

- 3.1 The Card 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.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 agreed by the Company and the Service Provider) must be shown to the Service Provider before obtaining the Privileges.
- 3.3 Signature as similar as appeared on the passport or on the Thailand Elite application form must be required from the Member for the use of any services.

## 4. Privilege Usage and Benefits

- 4.1 It is understood that at present the following Privileges are subject to a limited number of usage per each calendar year Company shall provide the Privilege to the Member throughout the term of Membership respectively as follows;
  - (1) Privilege Entry Visa; Renewable 5-year multiple entry visa with extendable 1-year length of stay per each entry;
  - (2) VIP greeting and escort on arrival and departure by Elite Personal Assistants;
  - (3) Complimentary limousine transfer from airport – residence or hotel – airport on international flights under the company's conditions;
  - (4) Complimentary massage at selected spa twenty four (24) times per each calendar year;

- (5) Golf with complimentary green fee twenty four (24) times per each calendar year;
- (6) Government Concierges – Business Networking, Immigration Service, Facilitation in Driver's license;
- (7) Complimentary annual medical check-up at world class hospital one (1) time per each calendar year;
- (8) Special Discounts at hotels, dining establishments, shopping malls; and
- (9) Member Contact Centre – English, Korean, Mandarin and Japanese.

The company reserves the rights to charge the above limitation of usage from time to time at its sole discretion.

4.2 The Company reserves the rights to modify, cancel and/or prescribe further limitation on any of the Privileges without prior notice. The use of the Privileges shall be subject to the specific terms and conditions as stated in the e-Privilege. The e-Privilege, as may be amended or supplemented, is considered an integral part of this Elite Ultimate Privilege Membership Agreement. In case any of the Privileges has been used by the 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 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.

4.5 The scope of Privileges shall be in accordance with the specific terms and conditions as stated in the e-Privilege.

4.6 Subject to the Membership transfer pursuant to Clause 2.4, the Privileges are considered to be personal rights of the Member.

#### 4.7 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 the inability to use the Privileges.
- (2) All express or implied warranties, representations, statements, terms and conditions relating to the Privileges or this Elite Ultimate Privilege Membership Agreement, not contained in this Elite Ultimate Privilege Membership Agreement and/or the e-Privilege, are excluded from this Elite Ultimate Privilege Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Ultimate Privilege Membership Agreement 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 under this Elite Ultimate Privilege Membership Agreement.
- (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 is notified in writing prior to any such assignment.

## 5. Fee(s) and Conditions

5.1 Membership Fee THB 2,000,000 (two million Baht only) exclusive of value added tax per Membership or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/ the Member.

5.2 Annual Fee THB 20,000 (twenty thousand Baht only) exclusive of value added tax per annum or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

5.3 Membership Transfer Fee The Membership Transfer Fee shall be at rate of twenty (20) percent of Prevailing Rate exclusive of value added tax.

5.4 Penalty Charge Cancellation of reservation for certain services 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 to the Company at the applicable rate so stated in the e-Privilege. All fees, charges, and payments in this Elite Ultimate Privilege Membership Agreement and the E-Privilege are non-refundable. The Company reserves the rights to change the said fees, charges, and method of payments without prior notice.

## 6. Qualifications of 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 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 Being sui juris under Thai law and being at the age of or over twenty (20) years old.

## 7. Interpretation

In the event that interpretation of the terms and/or conditions of this Elite Ultimate Privilege Membership Agreement or any part of this Elite Ultimate Privilege Membership Agreement or document that is deemed a part of this Elite Ultimate Privilege 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. If there is any inconsistency between the terms and/or conditions of this Individual Membership Agreement and the terms and/or conditions of the e-Privilege, the terms and conditions of this Elite Ultimate Privilege Membership Agreement shall prevail.

## 8. Governing Law

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

## 9. Notice

9.1 Any notice or other communication in connection with this Elite Ultimate Privilege Membership Agreement shall be made in writing in English language (a "Notice") and shall be sufficiently given or served if delivered or sent:

- (1) In the case of the 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@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 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 waived its right to demand any compliance with the terms and conditions of this Elite Ultimate Privilege Membership Agreement or the E-Privilege from the Member. Such a waiver shall not affect any right of the Company to enforce the terms and conditions of this Elite Ultimate Privilege Membership Agreement or the E-Privilege at any time in the future.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

---

2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

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4) What is your main reason to become Thailand Elite member?

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5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /

### Qualifications of Applicant of Thailand Privilege Card

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 9 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case, I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company.

In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

Signed..... Applicant

( )

Date...../...../.....





I warrant the accuracy and completeness of the information provided for Thailand Privilege Card Company Limited (the "Company") and in this Application Form For Elite Family Premium Membership (the "Application"). By signing this Application, I request that the "Company" consider and approve the Elite Family Premium Membership for me. I agree to be bound by the Elite Family Premium 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 Elite Family Premium Membership for me.

I understand that the Elite Family Premium Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Elite Family Premium 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 Elite Family Premium Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

**The Applicant has a legal relationship with the current Elite Ultimate Privilege Member as the:**

☐ Legitimate Spouse ☐ Legitimate Child ☐ Legitimate Parent

**Name of the current Elite Ultimate Privilege Member:**

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other \_\_\_\_\_ (Please specify)

First Name:

Middle Name:

Surname:

Individual Membership ID. No.:

Signature \_\_\_\_\_ Applicant  
( / )

Signature \_\_\_\_\_ Core Member  
( / ) (Elite Ultimate Privilege Member)

**Thailand Privilege Card 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

**Supporting Documents needed:**

1. Copy of passport
2. Copy of work permit (if any)
3. Copy of proof showing genuine relationship as Immediate Family of the Core Member (Elite Ultimate Privilege Member)
4. A photo

*For TPC use only*

☐ Approved

☐ Not Approved

Reason(s): \_\_\_\_\_

Signed by: \_\_\_\_\_  
( / )

Signed by: \_\_\_\_\_  
( / )

## TERMS AND CONDITIONS OF ELITE FAMILY PREMIUM MEMBERSHIP (the "Elite Family Premium Membership Agreement")

By enrolling in the Membership, the Member agrees to be bound by the Elite Family Premium 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 the Elite Family Premium Membership Agreement.

This Elite Family Premium Membership Agreement is incorporated into and forms part of the Application for the Thailand Elite Family Membership.

### 1. Definition in this Membership Agreement:

- a) **"Application"** means the Application Form for Elite Family Premium Membership;
- b) **"Annual Fee"** means the annual fee to be paid by the Member to the Company per annum when the Member first enrolls and every twelve (12) month period starting from the enrollment date to maintain the Membership Status, which is to be discussed more particularly in detail under Clause 5.2;
- c) **"Card"** means the Elite Family Premium Membership Card approved and issued to the Member by the Company pursuant to the terms and conditions of this Elite Family Premium Membership Agreement;
- d) **"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 5.4;
- e) **"Company"** means Thailand Privilege Card Company Limited;
- f) **"Core Member"** means a member of the applicant's Immediate Family Member who has applied for and been approved by the Company to enjoy the benefits of the Privileges under the Elite Ultimate Privilege Membership;
- g) **"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 received the Membership Fee and thereafter every subsequent year;
- h) **"Exchange Rate"** means the exchange rate for conversion of foreign currency to Thai Baht announced by the Bank of Thailand, which will be notified by the Company or the Sales Agent (as the case maybe) to the applicant/the Member upon a request by the Member;
- i) **"Immediate Family Member"** means the applicant's legitimate parent, step-parent, married spouse, children and adopted children;
- j) **"Member"** means the applicant under the Application whose Membership has been approved by the Company or the transferee pursuant to Clause 2.4;
- k) **"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;
- l) **"Membership"** means Elite Family Premium Membership;
- m) **"Membership Fee"** means the membership fee that the applicant (or, in case the applicant being 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) **"Membership Transfer Fee"** means the fee to be paid by the Member to the Company for the transfer of the Membership pursuant to Clause 2.4, which is to be discussed more particularly in detail under Clause 5.3;
- o) **"Penalty Charge"** means the charge to be paid by the Member to the Company pursuant to the terms and conditions of the Elite Family Premium Membership Agreement and the E-Privilege, which is to be discussed more particularly in detail under Clause 5.5;
- p) **"Prevailing Rate"** means the latest rate of the Membership Fee announced by the Company in writing;
- q) **"Privileges"** means exclusive privileges as set out in the E-Privilege which may be, from time to time, updated or amended by the Company;
- r) **"Sales Agent"** means an authorized representative of the Company; and
- s) **"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 applicant's eligibility for applying for the Membership, the applicant must present to the Company documentary evidence of his or her kinship to the Immediate Family Member who is a Core Member and has been approved by the Company to enjoy the benefits of Privileges under the Elite Ultimate Privilege 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 Family Premium 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 Elite Family Premium Membership Agreement.

## 2.3 Validity of the Membership

Subject to each of the Privileges' specific enjoyment period stated in Clause 4, the term of the Membership shall be valid for a period equal to the remaining term of the Core Member's Membership at the time of the Company's approval of Application and shall be valid until expiry of such remaining term, provided that the Member shall submit the Annual Fee consecutively paid per annum, the Penalty Charge (if any) and other fees (if any) to the Company. The unpaid Annual Fee and/or Penalty Charge and/or other fees will be treated as delinquent amount. If the Company does not receive full payment of such amount within the payment due date as specified in the invoice, then the Company shall be entitled to suspend all Privileges for the Member at the Company's discretion until payment of such delinquent amount is made in full plus interest for late payment at the accrual rate of seven point five (7.5) percent per annum. For the avoidance of doubt, the validity, existence, or cessation of the Member's Membership, once approved by the Company, shall not be contingent to the same in respect of the Core Member's Membership, save where the Core Member has lost membership due to his or her being sentenced by a judgment to imprisonment in any countries, except for an offence committed to negligence.

## 2.4 Membership Transfer

Subject to prior approval by the Company and payment of the Membership Transfer Fee as stated in Clause 5, the Membership and the Privileges can be transferred to the Member's Immediate Family Member who has qualifications as stated in Clause 6 *mutatis mutandis*, provided such transfer shall be allowed to be made only one (1) time for each Membership and after the transfer, the term of the Membership is subject to the remaining period. The term of Membership will be expired by either the term of Membership as stated in Clause 2.3, or the ending of the remaining period after the Membership transfer, whichever comes first.

## 2.5 Termination

### (1) Automatic Termination

The Membership shall be automatically terminated once the Member dies or fails to maintain any of the qualifications set out in Clause 6, or it is apparent that the information provided by the applicant/the Member to the Company regarding the qualifications under Clause 6 is untrue, or when the Core Member's Membership ceases to exist or is invalid or terminated due to his or her being sentenced by a judgment to imprisonment in any countries, except for an offence committed to negligence.

### (2) Termination due to inappropriate conducts

The Company may terminate the Membership 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 Elite Family Premium 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 by giving an advance written notice to the Member.

### (4) Rights and duties after termination

It is understood as follows:

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

## 3. Service Access

3.1 The Card 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.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 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 It is understood that at present the following Privileges are subject to a limited number of usages per each calendar year. The Company shall provide the Privileges to the Member throughout the term of Membership respectively as follows:
- (1) Privilege Entry Visa; Renewable 5-year multiple entry visa with extendable 1-year length of stay per each entry;
  - (2) VIP greeting and escort on arrival and departure by Elite Personal Assistants;
  - (3) Complimentary limousine transfer from airport – residence or hotel – airport on international flights under the Company’s conditions;
  - (4) Complimentary massage at selected spa ten (10) times per each calendar year;
  - (5) Golf with complimentary green fee ten (10) times per each calendar year;
  - (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; and
  - (8) Member Contact Centre – English, Korean, Mandarin and Japanese
- The Company reserves the rights to change the above limitation of usage from time to time at its sole discretion.
- 4.2 The Company reserves the rights to modify, cancel and/or prescribe further limitation on any of the Privileges without prior notice. The use of the Privileges shall be subject to the specific terms and conditions as stated in the E-Privilege. The E-Privilege, as may be amended or supplemented, is considered an integral part of this Elite Family Premium Membership Agreement. In case any of the Privileges has been used by the 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 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.
- 4.5 The scope of Privileges shall be in accordance with the specific terms and conditions as stated in the e-Privilege.
- 4.6 Subject to the Membership transfer pursuant to Clause 2.4, the Privileges are considered to be personal rights of the Member.
- 4.7 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 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 Family Premium Membership Agreement, not contained in this Elite Family Premium Membership Agreement and/or the E-Privilege, are excluded from this Elite Family Premium Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Family Premium Membership Agreement 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 under this Elite Family Premium Membership Agreement.
  - (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 is notified in writing prior to any such assignment.

## 5. Fee(s) and Conditions

### 5.1 Membership Fee

THB 1,000,000 (one million Baht only) inclusive of value added tax per Membership or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

### 5.2 Annual Fee

THB 10,000 (ten thousand Baht only) inclusive of value tax per annum or an equivalent amount in USD pursuant to the exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

### 5.3 Membership Transfer Fee

The Membership Transfer Fee shall be at the rate of twenty (20) percent of Prevailing Rate inclusive of value added tax.

#### 5.4 Card Reissuing Fee

THB 4,000 (four 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 applicant/the Member.

#### 5.5 Penalty Charge

Cancellation of reservation for certain services 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 to the Company at the applicable rate so stated in the E-Privilege.

All fees, charges, and payments in this Elite Family Premium 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 the Applicant/the Member

The applicant/the Member must have and maintain to have following qualifications:

- 6.1 Not having been a suspect of any criminal offense 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 Family Premium Membership Agreement or any part of this Elite Family Premium Membership Agreement or document that is deemed a part of this Elite Family Premium 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. If there is any inconsistency between the terms and/or conditions of this Elite Family Premium Membership Agreement and the terms and/or conditions of the E-Privilege, the terms and conditions of this Elite Family Premium Membership Agreement shall prevail.

### 8. Governing Law

This Elite Family Premium 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 Family Premium 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](mailto:memberservice@thailandelite.com) Website: [www.thailandelite.com](http://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 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 Family Membership Agreement or the E-Privilege from the Member. Such a waiver shall not affect any right of the Company to enforce the terms and conditions of this Elite Family Premium Membership Agreement or the E-Privilege at any time in the future.



Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

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

---

2.2) When is the expiry date?

---

3) How many times have you overstayed in Thailand in the past three years?

---

4) What is your main reason to become Thailand Elite member?

---

5) What is your expectation as a Thailand Elite member?

---

Signature \_\_\_\_\_ (Applicant)

( \_\_\_\_\_ )

/ /



# Get all the legal help you need for your Elite Visa in Thailand.

## CONTACT US



Email:  
[support@themispartner.com](mailto:support@themispartner.com)



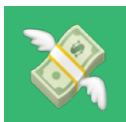
Line ID:  
[@themispartner](#)

Easily obtain your elite visa for privileged members to remain in Thailand between 5 to 20 years. Ask our experts to do all the paperwork for you and submit them to the government authorities.



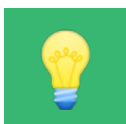
### Fast processing times

We work hard at getting your visa application done and approved on time. Send the required documents, we take care all the rest.



### Transparent pricing

Get a clear picture of your costs before you start with our upfront and affordable pricing. There are no hidden fees waiting for you.



### Flexible solutions

With our customisable services, we are able to help you find tailored a legal solution built around your specific objectives and needs.



### About us

By offering a full range of business, accounting, legal and immigration services in a single place, we are able to seamlessly guide you through the strict government requirements from start to finish, help you avoid common pitfalls and find a flexible solution that works best for you.

[www.themispartner.com](http://www.themispartner.com)

