THAILAND PRIVILEGE

QUALIFICATIONS OF THAILAND PRIVILEGE CARD'S APPLICANT
泰国精英卡申请人资格

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by the Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for the case of petty offence or an offence committed to negligence
3. Not being a person who has arrest warrant issued by Thai government or foreign government, nor a person whose name is listed in Thai or foreign government's watch list.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the Kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.
10. Not being a person involved, directly or indirectly, in bankruptcy or insolvency liquidation.
11. Not being a person involved, directly or indirectly, in money laundry or financial crime.
12. I am aware of my duty to conduct a 90-day report when I stay 90 days consecutively in Thailand.
13. I am aware of my duty to present myself to the Immigration Bureau when I stay 365 days consecutively in Thailand irrelevant to the 90-day reports which I accomplish prior to the 365 days consecutive stay.
14. I am aware of the application condition of which I must not have more than one overstays record in Thailand in the past three years.
15. I am aware of my duty to keep my residence record in Thailand so called TM30.

本人在此证明已具备以下资格：

1. 持有护照，且该护照亦已附有泰国境外大使馆、领事馆或外交部发出的签证。
2. 没有被泰国或是外国法院判处监禁；轻微或过失犯罪除外。
3. 本人并非由泰国或外国政府发出逮捕令须拘捕的人，也非泰国或外国政府监视名单中的人。
4. 没有被泰国或外国政府驱逐出境的记录。
5. 没有被认为将危害泰国社会，或可能危害泰国社会安宁或公共安全的人。
6. 入境泰王国后并未违反公共秩序或违反善良风俗。
7. 本人根据泰历2522年《移民法》或其他移民相关法则获准进入泰王国并逗留。
8. 本人入境、离开泰王国都是经由泰历2522年《移民法》所指明的途径、检查站、车站或地区。
9. 本人按照所要求的表格、方法和条件提交了所有信息，并已通过了指定检查站内检查官的出入境检查程序以前往、离开泰王国。
10. 本人并无直接或间接涉及破产或破产清算。
11. 本人并无直接或间接参与洗钱或金融犯罪。
12. 本人知悉当在泰国连续逗留90天时，有义务进行90天的报到。
13. 本人知悉当连续365天在泰国逗留时，无关之前是否进行过90天报告，均有义务亲身向移民局报到。
14. 本人知悉申请条件为过去三年内不得有超过一个逾期逗留的记录。
15. 本人知悉有责任申报在泰国的居住记录称为TM30

I, as the Applicant, do hereby certify that statements filled in this Application and statement certifying qualifications under Clause 1 to Clause 15 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be).

In such case, I shall not demand return for the Membership Fee (or any fees under different name, shape or form, equivalent thereto), nor shall I demand for any damages from the Company. In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

本人在此证明，本申请表中所填写的声明以及以上第1条至第15条所述的内容均据实以报、完整及无误。在成为泰国精英卡 会员后，如有任何情况使这些声明中的任何一条信息不正确，或移民局官员不允许本人进入泰国，或签证申请被拒绝，则应被视为公 司有权取消申请或取消本人的会员资格（视情况而定）。

在此情况下，本人将不会要求退还申请费，也不会要求公司赔偿任何损失。此外，本人同意公司根据本人在泰国王家警察局、移民局、领事部、外交部和或其他相关政府部门保留与本人相关的信息来核实资讯，并同意公司向泰国王家警察、移民局、领事部、外交部或其他相关政府部门，透露本人的背景资讯 。

Applicant's Signature / 申请人签署

(_____)

Date / 日期 ____ / ____ / ____

THAILAND PRIVILEGE

MULTIPLE PASSPORTS AND NATIONALITIES DECLARATION FORM

Required documents for an applicant possessing one nationality only :

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

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

Required documents for an applicant possessing multiple nationalities :

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

Full Name: _____

Date of Birth: _____/_____/_____

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

Nationality: _____

Passport Number: _____

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

Details of your other passports and nationalities (if any)

(1)

Full Name: _____

Nationality: _____

Passport Number: _____

Issue Date: _____/_____/_____

Expiry Date: _____/_____/_____

(2)

Full Name: _____

Nationality: _____

Passport Number: _____

Issue Date: _____/_____/_____

Expiry Date: _____/_____/_____

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

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

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

_____

Applicant's Signature

THAILAND PRIVILEGE

PHOTO

APPLICATION FORM FOR GOLD MEMBERSHIP (NEW MEMBER)

Please use capital letters and black or blue ink only

For Thailand Privilege Card Co., Ltd. use only

Membership No.: _____ Agent Code: SA15/029

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

General Information

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

(As shown in your passport)

Title: ☐ Male ☐ Female

Given Name: _____

Middle Name: _____

Surname: _____

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

Passport Information

Nationality: _____ Passport No: _____

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

Contact Information

Current Address

Number & Street: _____

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

Telephone No. (_____ - _____)*

Country Code - Area Code

Address in Thailand

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

☐ Others please specify _____

Address Name: _____ Number & Street: _____

District: _____ Province: _____ Postal Code: _____

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

Country Code - Area Code

Mailing Address: ☐ Current Address ☐ Address in Thailand

*E-mail Address (Main Contact): _____

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

Occupation

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

Type of Business (Please select one):

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

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

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

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

Others

Please answer the additional question as following

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

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

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

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

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

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

☐ Other _____ (Please specify)

When is the expiry date? _____ (Please specify)

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

How do you know us?

☑ Sales Agent_**Daimaru Trading Co.,Ltd.** (Please specify) ☐ Online/Social Media ☐ Advertising

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

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

I understand that the Gold Membership is subject to a written approval by the Company. Within the deadline specified in a written approval from the Company, I shall make payment or procure to make payment of the Application Fee and the Membership Fee in the amount as prescribed in the Gold 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 Gold Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

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

Signature _____ Applicant
( )
/ /

Supporting Documents needed:

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

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

For Thailand Privilege Card Co., Ltd. use only

☐ Approved

☐ Not Approved

Reason (s): _____

Signed by: _____
( )
/ /

Signed by: _____
( )
/ /

THAILAND PRIVILEGE CARD COMPANY CO., LTD.'S ACCOUNTS FOR REMITTANCE IN THAI CURRENCIES

	Thai Baht Remittance
Account Name	Thailand Privilege Card Company Limited
Bank	Krung Thai Bank Public Company Limited
Account No.	170-0-12702-0
Branch	Empire Tower, South Sathorn
Swift Code	KRTHTHBK

THAILAND PRIVILEGE

TERMS AND CONDITIONS OF GOLD MEMBERSHIP (NEW MEMBER)
(the "Gold Membership Agreement")

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

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

1. Definition in this Gold Membership Agreement:

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

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

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

d) **"Application Fee"** means the refundable application fee at the amount payable to the Company by the Member upon application submission, which is to be discussed more particularly in detail in Clause 5.1;

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

f) **"Card Reissuing Fee"** means the fee to be paid by the Member to the Company when the Member requests for the issuance of the new Card due to loss or damage to the Card, which is to be discussed more particularly in detail under Clause 5.3;

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

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

i) **"E-Privilege Manual"** means the E-Privilege manual or card holder manual which prescribe the terms and conditions of the Privileges and other details which are relevant to the Membership and which shall be provided to the Member by the Company once the Company has received the Application Fee and the Membership Fee;

j) **"Immediate Family Member"** means a biological parent, step-parent, married spouse, civil union partner (with certificate legally issued by relevant authority having jurisdiction in the Member or such person's country), or children and legally adopted children of the Member;

k) **"Legal Representative"** means a legal guardian with the authority to give consent for the applicant who is under twenty (20) years old.

l) **"Member"** means the Applicant under the Application whose Membership has been approved by the Company, and for clarity purpose, reference to the Member shall be interchangeably equal reference to the Applicant, as the context requires;

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

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

o) **"Membership"** means the Gold Membership under this Gold Membership Agreement;

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

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

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

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

t) **"Platinum Membership Agreement"** means the Platinum Membership Agreement which the Member shall enter into with the Company upon the Members' application - Notice of Manifestation (Upgrade) – for the Membership upgrade to the class of the Platinum Membership;

u) **"Prevailing Rate"** means the latest rate of the Membership Fee, the Upgrade Fee, the Additional Membership Fee (Upgrade), the Card Reissuing Fee, or the Penalty Charge, announced by the Company in writing or in the E-Privilege manual;

v) **"Privileges"** means exclusive privileges for the Membership or any of the Upgraded Membership as set out in the E-Privilege manual which may be, from time to time, updated or amended by the Company;

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

x) **"Sales Agent"** means an authorized representative of the Company;

y) **"Service Provider"** means any person or any juristic entity, which may be developed from time to time, collaborating with the Company in providing the Privileges in relation to the Membership as set out in the E-Privilege manual, or as the Member shall be advised from time to time;

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

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

Legal Representative's Signature

Applicant's Signature

Continue.

2. Terms of Membership

2.1 Conditions Precedent

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

2.3 Membership Term

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

2.4 Membership Upgrade

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

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

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

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

2.5 Membership Transfer

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

2.6 Suspension

The Privileges under the Membership are subject to partial or complete suspension upon the Company's absolute discretion, if during the Membership Term (discussed in Clause 2.3), there incurs any Penalty Charge and/or other fees for which the Member is responsible but fails to fully settle within the due date so specified in the invoice. For the avoidance of doubt, the outstanding Penalty Charge and/or other fees will be treated as delinquent amount, which shall be subject to interest at the accrual rate of seven-point five (7.5) percent per annum.

2.7 Termination

(1) Termination due to Lack of Qualifications

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

(2) Termination due to Inappropriate Conducts

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

(a) The Member has conducted any act which is considered to be illegal or contrary to public order or good morals and has negative impact on the images or business operations of the Company;
(b) The Member has fraudulently used his/her Privileges; or
(c) The Member has not complied with terms and conditions of this Gold Membership Agreement or the E-Privilege manual.

(3) Termination due to Government Policies

In case there is any order, rule, regulation or law announced by any related government authority which has an impact on the business operation of the Company to the effect that the Company is unable to continue its business or perform its operation as usual, the Company shall be entitled to terminate the Membership for the Member by giving an advance written notice to the Member.

(4) Termination due to the Member's Demise

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

(5) Rights and Duties after Termination

It is understood as follows:

(a) In case of termination pursuant to Clause 2.7 (1) or (2) above, the Membership for the Member hereunder shall immediately become invalid whereupon the Member's right to the Privileges hereunder shall cease to exist and the Membership Fee shall also be forfeited to the Company, and the Company is entitled to demand the Penalty Charge (if any) and/or other fees, including the additional Privileges costs (if any).

Legal Representative's Signature

Applicant's Signature

Continue.

(b) In case of termination pursuant to Clause 2.7 (3) above, the Membership for the Member hereunder shall immediately become invalid whereupon the Company shall refund the remaining Membership Fee to the Member, within thirty (30) days after the Card has been returned to the Company, less the Penalty Charge (if any) and/or other fees, including the additional Privileges costs, (if any).

(c) In case of termination pursuant to Clause 2.7 (4) above, no refund of the Membership Fee shall be made to the Member's next of kin or any person entitled to or in control of the Members's estate, and the Company reserves the right to claim from the Member's estate if at the time of their demise there has incurred Penalty Charge and/or any other fees, including the additional Privileges costs, (if any) for which the Member shall be jointly and severally responsible.

3. Service Access

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

3.2 The Card or any proof of identity or any other evidence (as agreed by the Company and the Service Provider) must be shown to the Service Provider before obtaining the Privileges.

3.3 Signature as similarly appeared on the passport or on the Application shall be required from the Member for the use of any services.

4. Privilege Usage and Benefits

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

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

The yearly privilege points earned are currently fixed at 20 privilege points and shall be used up within the particular year earned and not be carried forward to the next year (non-accumulative), and shall also be non-transferable, and non-cashable.

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

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

4.4 Liabilities & Limitations

(1) The Company shall not be liable to the Member or a third party for any products or services provided by Service Provider to the Member for any delay and/or defect in performance of the same by any reason whatsoever. Such limitation shall cover any loss or injury or any direct, indirect, incidental, consequential, punitive, or similar damages arising out of the use or the inability to use the Privileges. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company has been advised of the possibility of such damage. The Member hereby waives any and all claims against the Company arising out of the use or inability to use the Privileges.

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

(3) The Member agrees that the Company shall have the rights at all time to assign wholly or in part any or all its rights, duties, and obligations to any of its affiliates or any other person, provided that the Member are notified in writing prior to any such assignment.

Legal Representative's Signature

Applicant's Signature

Continue.

5. Fee(s) and Conditions

5.1 Application Fee

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

5.2 Membership Fee

THB 900,000 (nine hundred thousand Baht only), inclusive of value added tax, per Membership.

5.3 Card Reissuing Fee

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

5.4 Penalty Charge

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

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

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

The Upgrade Fee for each and every Upgraded Membership payable by the Member to the Company upon application shall be THB 100,000 (one hundred thousand Baht only) inclusive of value added tax. The Additional Membership Fee (Upgrade) for (a) the Platinum Membership shall be THB 600,000 (six hundred thousand Baht only), (b) the Diamond Membership shall be THB 1,600,000 (one million and six hundred thousand Baht only), and (c) the Reserve Membership (Invitation only) shall be THB 4,100,000 (four million and one hundred thousand Baht only), all of which are inclusive of value added tax. The Company's approval and receipt of the Upgrade Fee and the Additional Membership Fee (Upgrade) for each and every Upgraded Membership shall be condition precedent for the enjoyment of the membership thereof.

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

6. Qualifications of the Applicant/the Member

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

6.1 Not having been sentenced by a judgment to imprisonment in any countries, prior to or after the Application submission, except for an offence committed to negligence;

6.2 Not having been adjudicated bankrupt;

6.3 Not having been declared as a person of unsound mind, incompetence, or quasi-incompetence;

6.4 Being allowed to stay in Thailand accordance with the immigration laws or any related law of Thailand;

6.5 Holding a foreign passport; and

6.6 All ages are eligible.

7. Interpretation

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

Legal Representative's Signature

Applicant's Signature

Continue.

8. Governing Law

This Gold 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 Gold Membership Agreement shall be made in writing in English language (a "Notice") and shall be sufficiently given or served if delivered or sent:

(1) In the case of the Member to the mailing as stated in the Application or in any other address as shall be notified by the Member to the Company from time to time.

(2) In the case of the Company to below address, or any other addresses as shall be notified by the Company to the Member from time to time.

Thailand Privilege Card Company Limited
110/2 North Sathorn Road, Silom, Bangrak, Bangkok 10500 Thailand
Telephone: +66(0) 2352 3000
Facsimile: +66(0) 2352 3001
Email: memberservice@thailandprivilege.co.th
Website: www.thailandprivilege.co.th
Attention: Member Contact Center

9.2 Any notice may be delivered by hand or, sent by fax or prepaid post (in the case of service in Thailand and airmail in the case of international service). Without prejudice to the foregoing, any notice shall conclusively be deemed to have been received on the next working day in the place to which it is sent, if sent by fax, or 60 hours from the time of posting, if sent by post, or at the time of delivery, if delivered by hand.

10. Miscellaneous

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

Legal Representative's Signature

Applicant's Signature

Thailand Privilege

Personal Data Protection Policy of Thailand Privilege Card Co., Ltd.

1. Scope and Objectives

Thailand Privilege Card Co., Ltd. (hereinafter referred to as "Company") has realized the importance of protecting the Personal Data of members applying for membership with the Company (hereinafter referred to as "Member" or "Members") under the Personal Data Protection Act B.E. 2562 (A.D. 2019). The Company has accordingly issued this personal data protection policy with the scope covering all Members, and with the objectives to set in place the methods of collecting, using, and disclosing the Members' Personal Data, in respect of any of the Company's services. Please review this policy to acknowledge and understand the objectives of the Company's collection, use, and disclosure of the Members' Personal Data herein.

2. Definition

Unless specifically defined otherwise herein, the defined terms shall have the following meanings.

"**Personal Data**" means the information about customers which can identify the Members, directly or indirectly, excluding the information about the deceased, juristic entity, or information processed to be no longer able to identify the Members owners of their personal data.

"**Sensitive Data**" means Personal Data concerning racial or ethnic origins, political opinions, religious or philosophical beliefs, sexual behaviors, criminal records, which affect the Personal Data owners pursuant to the Personal Data Protection Committee's announcement(s), whereby collection, use and/or disclosure thereof by the Company can be made only upon necessity allowed by law. The Company may have to collect, use and/or disclose biometric data, e.g. face recognition data, fingerprint recognition data, iris recognition data, voice recognition data, for the purpose of proving and identifying the identity of customers applying for Thailand Elite Card's membership and/or accommodating transactions via available channels.

"**Personal Data Processing**" means any undertaking by the Company to the Members' Personal Data, including collecting, using, disclosing, and deleting Personal Data.

3. User of Members' Personal Data

The Company is the "Controller of Personal Data" of all Members, hence having the duty and responsibility for the processing and maintaining security of the Members' Personal Data. The Personal Data Processing shall be conducted to the extent necessary for the provision of services upon request, including sales promotion or marketing promotion, as the case may be, with the objectives, scope and methods as determined by law.

The Company may provide Personal Data of the Members to organizations or third parties, in capacity of the "Personal Data Processor", for their processing thereof, for and on behalf of the Company.

4. Members' Personal Data which the Company might Collect

Where the Company needs to receive banking and/or financial services in respect of its transacted businesses from banks and/or financial institutes, particularly the transacted businesses involving the Members, the Members need to provide their Personal Data to the Company (which will become part of the Company's transacted businesses with the banks and/or financial institutes) so that the Company will be able to carry out its transacted businesses with those banks and/or financial institutes. Such Personal Data includes:

- Personal Data stated in the applications
- Identity documents in support of the applications
- Services usage data under the Company's privileges

The Company also processes Personal Data collected from the Company's information technology system, including close-circuit television (CCTV), entry-exit building data system, and computer traffic data under the computer-related crime law (cybercrime law).

The Company generally collects almost Personal Data of the Members directly from the Members via the application of Thailand Elite Card's application processes. The Company may however collect additional information from other sources, e.g. third party service providers, and the Company's business partners, which additional information shall be scrutinized and certified as suitable under the objectives of this policy.

The Company may process Personal Data of the Members drawn up in form of document and/or images and/or electronic format.

5. Rationale for Company's Use of Members' Personal Data

The Company shall use Personal Data of the Members for all undertakings in accordance with the Company's objectives and services. The Company shall process Personal Data of the Members rationally (per the basis of Personal Data Processing), taking into account one or more reasons combined in arriving at the result, as follows:

5.1 Contractual Basis

Due to the Company's obligations to perform under the contract, Personal Data Processing on contractual basis is to enable the Members to receive the services

from and/or transactions with the Company under the contract with the Company to which the Members are parties, or as per the Members' request, prior to or during receiving the services, e.g.

(1) making use of the membership benefits / notifying the result of making reservation for services / information services / improving Personal Data / customers relations services / data processing for development of services and products / membership benefits offering / notice of yearly membership fees / service fees and renewal fees

(2) other undertakings to achieve the objections of providing services under the contract, e.g. complaint handling

(3) processing of such data by the Company and/or jointly with third parties, e.g. sales promotion offering

5.2 Legitimate Interests

Given the need for the Company to achieve its legitimate interests, the Company may process Personal Data of the Members in order to manage, review, and prepare the Company's internal reports, to ensure maintenance of the services standard, to manage the risks to which Company is exposed, and to conduct the Company's regular operation, e.g.

(1) voice recording via the Member Contact Center or closed circuit television (CCTV)

(2) customers relation management, e.g. complaint handling and customers satisfaction survey

(3) organizational risks management, investigation, internal management, including referring these tasks to and for a conduct of the same by a parent company or subsidiary

(4) control, prevention, mitigation or transfer of risks liable to occur out of fraud, cybercrime, breach of contract, illegal acts (e.g. prevention and suppression of money laundering, terrorism and proliferation of weapons of mass destruction financing, offenses against property, life, body, liberty, or reputation), including sharing of Personal Data to escalate the operational standard level of the group companies engaged in tourism or other related businesses to achieve such control, prevention, mitigation or transfer of risks

(5) collection, use and/or disclosure of Personal Data of directors, or authorized representatives, or agents of juristic entity customers

(6) communication, image / footage recording, voice recording conducted at meetings, seminars, recreations, or exhibition booths

(7) collection, use and/or disclosure of Personal Data of a person subject to receivership order

5.3 Legal Obligation

Given the Company's obligation to comply with laws, the Company may process Personal Data of the customers or the Members pursuant to the laws enforceable by the offices regulating the Company's business operations, e.g. the Immigration Bureau, the Consular Department, the Ministry of Foreign Affairs, the Tourism Authority of Thailand, the Ministry of Tourisms and Sports, the Office of the Personal Data Protection Committee, the State Audit Office of the Kingdom of Thailand, including the laws enforceable by the offices regulating capital market transactions, e.g. Cybersecurity Act B.E. 2562 (A.D. 2019), Money Laundering Control Act 2542 (A.D. 2009), and other laws requiring the Company to submit information, be it in the country and abroad, including the rules and regulations issued pursuant thereto, e.g. Civil Procedure Code empowering the court to summon the parties to submit documents or information for the proceedings.

5.4 Consent

Given the requirement for the Company to receive consent from customers, the Company shall seek consent of customers to process Personal Data of the Members for the purposes of any marketing, sales promotion, benefits offering, products offering, or services, or statistics, study, analysis, evaluation of the information, or other purposes not prohibited by law. The Personal Data Processing shall be in accordance with the purposes informed only. In certain cases, the Company may consider processing Personal Data of the Members for other purposes related and not contrary to the original purposes, subject however to the Members' consent.

If the Members wishes to withdraw their consent for such processing, they can contact and inform the Company at the available channels under Clause 11. Withdrawal may nonetheless affect the Members' use of the services of and/or transactions with the Company, e.g. not receiving notices of beneits, promotions, or new offerings, not receiving better products or services that meet the Members' expectations, or not receiving news / information beneficial to the Members. Accordingly, for the benefits of the Members, the Members should study or inquire about the consequences prior to withdrawing consent.

6. Disclosure of Personal Data to Others

The Company may disclose Personal Data of the Members to others to the extent necessary for carrying out Personal Data Processing in accordance with the Company's duty or responsibility under the contract or law or as per the Members' consent. The Company may send or transfer Personal Data of the Members to certain others or under circumstances, as follows:

6.1 to distributing agents or service providers which are third parties, be it individuals and/or juristic entities, for them to provide services to the Company and the Members, e.g. a group of financial businesses, financial institutes, business partners, consultants, experts, and providers of services in certain fields, e.g. information technology and communications, insuring companies, liaisons tasked with boarder-crossings, sales promoters, other third parties, with whom or which the Company cooperates in respect of the Company's provision of services.

6.2 to government branches, or regulatory offices, e.g. the Office of Consumer Protection Board, the Fiscal Policy Office, the Anti-Money Laundering Office, the Revenue Department, the Office of the National Anti-Corruption Commission, the Legal Execution Department, the Royal Thai Police, the State Audit Office of the Kingdom of Thailand, or any other persons to whom or juristic entities to which the Company shall make a disclosure to the extent required by law or relevant rules and regulations, or by other specific circumstances, e.g. an order of the court.

6.3 to establish the right of claim under the contract or law or to defend any claim presented

6.4 to persons or juristic entities or departments or organizations abroad in accordance with the contract between the Company and such persons or juristic entities, or departments or organizations, all for the interests of the Members or in accordance with law, whereby the destination country in which Personal Data is to be received shall be ruled to have in place adequate personal data protection regime by the Personal Data Protection Committee, or such persons or juristic entities or departments or organizations shall be scrutinized and verified to have suitable personal data protection measures by the Personal Data Protection Committee.

7. Automated Personal Data Processing System

Subject to the Members' express consent, the Company may evaluate the Members' profiling or use the Members' Personal Data for collecting other information, e.g. collecting information for marketing purpose, via automated Personal Data Processing system. If any Member wishes to withdraw consent, such Member can do so by contacting the Company at the available channels under Clause 11.

8. Personal Data Subjects/Members' Rights

The Members are vested with Personal Data rights and may exercise any of such rights under the law and in accordance with this policy presently in place or to be revised in the future, as follows:

8.1 Right to be Informed

The Members have the right to be informed about Personal Data Processing, the collection methods, persons or juristic entites to be provided with Personal Data, reasons and period for which Personal Data is to be collected.

8.2 Right to Access

The Members may request for a copy of their Personal Data under the Company's custody and responsibility and inquire whether the Company has conducted Personal Data Processing according to law.

8.3 Right to Data Portability

The Company has arranged for Personal Data to be drawn up in a readable or usable form in general using an automatic device or equipment, and for Personal Data Processing to be carried out automatically. The Members may request for the Company to send or transfer Personal Data to other persons or juristic entities automatically or request to directly receive Personal Data which the Company sends or transfers to such other persons or juristic entities, unless it cannot be done so technically.

8.4 Right to Object

The Members may object to the Company's Personal Data Processing.

8.5 Right to Erasure and Right to Blocking / be Forgotten

The Members may request for the Company to erase or destroy or anonymize Personal Data.

8.6 Right to Rectification

Any Member may request for rectification, completion and update of Personal Data in case of incorrectness, incompleteness and obsolescence thereof.

In so doing, the Member is required to submit to the Company a written request therefor. The Company will use its best efforts to carry out the rectification, completion or update, or in case there be any circumstance that otherwise prompts

the Company's rejection, the Company may nonetheless advise the Member so with reason therefor, within 30 days therefrom or within the timeframe under the law. The Company shall comply with the provisions of law concerning the rights of the Member as the owner of Personal Data. In case of the Member's request for deletion or destruction of the Personal Data Processing, or temporary restriction or anonymization of Personal Data, or withdrawal of consent, it might affect the transactions with the Member or limit the provision of the Company's services to the Member, to certain extent.

Where the Member exercises any of those rights above and makes a request to the Company, the Company reserves the right to charge for relevant and necessary expenses incurred out of the Company's undertakings upon such request.

Where the Company rejects the request for rectification, completion, or update of Personal Data within 30 days or within the timeframe under the law, and the Member raises an objection thereto to the Company in writing, if such objection is again rejected by the reason to be advised by the Company in writing, disagreement to the Company's second rejection may prompt the Member to launch a complaint to the Office of the Personal Data Protection Committee.

8.7 Right to Restrict Processing

Any Member may request for the use of Personal Data to be restricted during the Company's tending to the Member's request for rectification, completion and update of Personal Data, or during the Company's processes of proving or investigating the objection of the Members under Clause 8.6 above.

9. Personal Data Collection Period

The Company shall collect Personal Data of the Members for a period necessary for the collection purposes under the law, as follows:

9.1 Personal Data of the Members shall be collected throughout the term of membership and no more than 10 years after the end thereof.

9.2 Where an application is rejected, the Company shall collect Personal Data of a customer whose or of which application is rejected for a period not exceeding 1 year from the rejection date.

9.3 After the lapse of the collection period, the Company shall delete or arrange for the Personal Data to undergo anonymization and become anonymized data.

10. Review of Personal Data Protection Policy

The Company's personal data protection policy may be subject to review, in which case the Members will be notified via the Company's website and other channels to be appropriately advised.

11. Company's Contact Details

If any Member wishes to exercise any rights, or withdraw consent given to and for the Company's Personal Data Processing, or otherwise has any questions concerning the Company's Personal Data Processing, please contact:

Member Contact Center**: Tel: 02 352-3000**

Address: Thailand Privilege Card Co., Ltd. No. 1,
No. 110/2 North Sathorn, Silom, BangRak, Bangkok 10500

Email: memberservice@thailandelite.com

If any Member views that the Company's Personal Data Processing is incompliance with the Personal Data Protection Act B.E. 2652 (A.D. 2019), such Member may launch a complaint to the Office of the Personal Data Protection Committee.

This policy is an advance notice with the effective date from 1 July 2022 onwards.
If the scheduled effective date of the part pertaining to data protection under the Personal Data Protection Act B.E. 2652 (A.D. 2019) is further postponed until future, this policy shall be postponed *mutatis mutandis* until that same date.

Signature

……

(……)

Date……/……/……