

## Qualifications of Applicant of Thailand Privilege Card

### 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 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.
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 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 day consecutive stay.
14. I am aware of the application condition of which I must not have more than one overstay record in Thailand in the part three years.
15. I am aware of my duty to keep my residence record in Thailand so called TM30.

本人在此证明已具备以下资格：

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

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。

Signature of Applicant / 申请人签署

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

Date / 日期 \_\_\_\_ / \_\_\_\_ / \_\_\_\_





## TERMS AND CONDITIONS OF ELITE MAXIMA HEALTH (EMH) MEMBERSHIP (the "Elite Maxima Health (EMH) Membership Agreement")

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

This Elite Maxima Health (EMH) Membership Agreement incorporated into and forms part of the Application.

### 1. Definition

- a) **"Application"** means the application form for Elite Maxima Health (EMH) Membership to and of which this Elite Maxima Health (EMH) Membership Agreement is attached and forms part;
- b) **"Company"** means Thailand Privilege Card Company Limited;
- c) **"Company's Bank Account"** means the Company's bank account as detailed in the Application or the attachment thereto, for and into which the fund equal to the Elite Maxima Health (EMH) Member Value will be remitted by the Elite Maxima Health (EMH) Member directly or through the Sales Agent;
- d) **"EMH Card"** means the Elite Maxima Health (EMH) Membership card approved and issued to the Elite Maxima Health (EMH) Member by the Company pursuant to the terms and conditions hereof;
- e) **"EMH Card Reissuing Fee"** means the fee to be paid by the Elite Maxima Health (EMH) Member to the Company when the Elite Maxima Health (EMH) Member requests for the issuance of the new card due to loss of or damage to the Elite Maxima Health (EMH) Card, as discussed in Clause 3.2 hereof.
- f) **"E-Privilege"** means the e-Privilege and card holder manual which prescribe the terms and conditions of the Privileges and other details relevant to the Elite Maxima Health (EMH) Membership, which shall be provided to the Elite Maxima Health (EMH) Member by the Company or through the Sales Agent once the Company has approved the Application in writing and received the Elite Maxima Health (EMH) Membership Value from the Elite Maxima Health (EMH) Member directly or through the Sales Agent;
- g) **"Elite Maxima Health (EMH) Member"** means the applicant under the Application whose Elite Maxima Health (EMH) Membership has been approved by the Company in writing as a condition precedent and who has fulfilled another condition precedent by remitting or arranging for the remittance of the Elite Maxima Health (EMH) Membership Value into the Company's Bank Account directly or through the Sales Agent within seven (7) days from receipt of the Company's written approval of the Application as discussed in Clause 2.1 hereof;
- h) **"Elite Maxima Health (EMH) Membership"** means the membership with Privileges enjoyed by the Elite Maxima Health (EMH) Member under this Elite Maxima Health (EMH) Membership Agreement after all conditions precedent set forth in Clause 2.1 hereof have been being satisfactorily fulfilled;
- i) **"Elite Maxima Health (EMH) Membership Agreement"** means this Elite Maxima Health (EMH) membership agreement to and under which the Elite Maxima Health (EMH) Membership prescribed is applied by, approved to, and vested in the Elite Maxima Health (EMH) Member;
- j) **"Elite Maxima Health (EMH) Membership Value"** means the value of the Elite Maxima Health (EMH) Membership announced by the Company in writing at the time of enrollment in this Elite Maxima Health (EMH) Membership, which is payable by the Elite Maxima Health (EMH) Member directly to or through the Sales Agent to the Company, as discussed in Clause 5.1 hereof;
- k) **"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 by the Sales Agent to the applicant/Elite Maxima Health (EMH) Member upon a request by the applicant/Elite Maxima Health (EMH) Member;
- l) **"Immigration Authority"** means the immigration authority of Thailand, including its branches located in the provincial areas, which is in charge of all policies of and regulate all activities of non-Thai or foreign individuals in entering into, stay, and travelling in Thailand under the Immigration Act B.E. 2522 (A.D. 1979);
- m) **"Insurance Broker"** means, in a circumstance in which the Insurer does not introduce and explain the insurance coverage under the product or products of the Insurer directly to the Elite Maxima Health (EMH) Member, a life insurance/reinsurance broker or a non-life insurance/reinsurance broker licensed to be engaged in life insurance/reinsurance broker businesses or activities or non-life insurance/reinsurance broker businesses or activities by the Office of Insurance Commission, which represents and provides brokering services to the Elite Maxima Health (EMH) Member, either by the arrangement of the Company or otherwise, with the purpose to introduce and explain the insurance coverage and all necessary conditions required for coverage entitlement under the insurance product or products of the Insurer to the Elite Maxima Health (EMH) Member directly, at the time of or at a separate time from the Company's or the Sales Agent's introduction of this Elite Maxima Health (EMH) Membership program to the Elite Maxima Health (EMH) Member;

- n) **"Insurance Card"** means an insurance card to be issued to the Elite Maxima Health (EMH) Member by the Insurer for the Elite Maxima Health (EMH) Member's enjoyment of insurance coverage provided as part of the Privileges under this Elite Maxima Health (EMH) Membership Agreement, which shall be renewed and reissued annually throughout the term of the Elite Maxima Health (EMH) Membership Agreement by the Insurer and dispatched to the Elite Maxima Health (EMH) Member directly or through the Company, or made available for the Elite Maxima Health (EMH) Member's pick-up at the Member Contact Centre, as the case may be;
- o) **"Insurance Premium"** means the insurance premium or the insurance premiums for insurance coverage under the insurance product or products of the Insurer applicable during the term of this Elite Maxima Health (EMH) Membership Agreement, which is or are already included in the Elite Maxima Health (EMH) Membership Value;
- p) **"Insurer"** means an insurance company licensed to be engaged in life insurance/reinsurance businesses or activities, or non-life insurance/reinsurance businesses or activities by the Office of Insurance Commission, which coordinates with the Company and participates in the Elite Maxima Health (EMH) Membership program under this the Elite Maxima Health (EMH) Membership Agreement and will be in contact with, as well as introduce and explain the insurance coverage and all necessary conditions required for coverage entitlement under the insurance product or products to the Elite Maxima Health (EMH) Member directly, at the time of or at a separate time from the Company's or the Sales Agent's introduction of this Elite Maxima Health (EMH) Membership program to the Elite Maxima Health (EMH) Member;
- q) **"Member Contact Center"** means a contact center of the Company, to which the Elite Maxima Health (EMH) Member may contact via a telephone or other communication channels as stipulated in the e-Privilege, or as the Elite Maxima Health (EMH) Member shall be advised from time to time;
- r) **"Office of Insurance Commission"** means the regulator of life insurance/reinsurance businesses or activities and non-life businesses or activities under the Life Insurance Act B.E. 2535 (A.D. 1992) (as amended) and the Non-Life Insurance Act B.E. 2535 (A.D. 1992) (as amended), respectively;
- s) **"Penalty Charge"** means the charge or charges to be paid by the Elite Maxima Health (EMH) Member to the Company pursuant to the terms and conditions of this Elite Maxima Health (EMH) Membership Agreement and the e-Privilege, as discussed in Clause 5.3 below;
- t) **"Prevailing Rate"** means the latest rate of the Elite Maxima Health (EMH) Membership Value announced by the Company in writing;
- u) **"Privileges"** means exclusive privileges as set out in the E-Privilege which are applicable to the Elite Maxima Health (EMH) Membership under this Elite Maxima Health (EMH) Membership Agreement, and which may be, from time to time, updated or amended by the Company;
- v) **"Sales Agent"** means an agent of the Company who or which is authorized to promote the Elite Maxima Health (EMH) Membership program for and on behalf of the Company;
- w) **"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 Elite Maxima Health (EMH) Membership program, otherwise than the Insurer and/or the Insurance Broker, as set out in the E-Privilege to the Elite Maxima Health (EMH) Member;

## 2. Terms of Elite Maxima Health (EMH) Membership

### 2.1 Conditions Precedent

The Company's written approval of the Application shall be a condition precedent for the Elite Maxima Health (EMH) Membership under this Elite Maxima Health (EMH) Membership Agreement. The payment or arrangement for payment of the Elite Maxima Health (EMH) Membership Value, by satisfactorily remitting the fund equal thereto into the Company's Bank Account specified in the Application's attachment, directly by the Elite Maxima Health (EMH) Member or through the Sales Agent, within seven (7) days from the date of the Elite Maxima Health (EMH) Member's receipt of the Company's written approval of the Application shall also be a condition precedent for the Elite Maxima Health (EMH) Membership under this Elite Maxima Health (EMH) Membership Agreement.

### 2.2 Personal Information

The Elite Maxima Health (EMH) 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 Maxima Health (EMH) Membership Agreement. The checking and the revealing shall be limited for the purpose of Elite Maxima Health (EMH) Membership, or related services thereto, or other purposes as permitted by the law of the relevant countries.

### 2.3 Validity of Elite Maxima Health (EMH) Membership

Subject to each of the Privileges' specific enjoyment period stated in Clause 4 below, the term of the Elite Maxima Health (EMH) Membership shall be valid for the period of five (5) years, provided that the Elite Maxima Health (EMH) Member shall pay the Penalty Charge (if any) and other fees (if any) or arrange for the same to be effectively and fully paid to the Company within the due date specified by the Company's or the Sales Agent's invoice or any other document to the same effect.

The unpaid Penalty Charge (if any) and/or other fees (if any) 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 Company's or the Sales Agent's invoice or any other document to the same effect, the Company shall be entitled to suspend all Privileges for the Elite Maxima Health (EMH) Member at the Company's sole 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 Elite Maxima Health (EMH) Membership shall be automatically terminated once the Elite Maxima Health (EMH) Member dies or fails to maintain any of the qualifications set out in Clause 6 below, or it is apparent that the information provided by the applicant / Elite Maxima Health (EMH) Member to the Company regarding the qualifications under Clause 6 is untrue.

### (2) Termination due to Inappropriate Conducts

The Company may terminate the Elite Maxima Health (EMH) Membership by giving an advance written notice to the Elite Maxima Health (EMH) Member upon the occurrence of any of the following events:

- (a) The Elite Maxima Health (EMH) 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 Elite Maxima Health (EMH) Member has fraudulently used his/her Privileges; or
- (c) The Elite Maxima Health (EMH) Member has not complied with or been in breach of any terms and conditions of this Elite Maxima Health (EMH) 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 Elite Maxima Health (EMH) Membership by giving an advance written notice to the Elite Maxima Health (EMH) 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 Clause 2.4 (2) above, the Elite Maxima Health (EMH) Membership hereunder shall immediately become invalid whereupon the Elite Maxima Health (EMH) Member's right to the Privileges hereunder shall be ceased and the Elite Maxima Health (EMH) Membership Value shall also be forfeited to the Company.
- (b) In case of the termination pursuant to Clause 2.4 (3) above, the Elite Maxima Health (EMH) Membership hereunder shall immediately become invalid whereupon the Company shall refund the remaining Elite Maxima Health (EMH) Membership Value (if any) to the Elite Maxima Health (EMH) 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 Elite Maxima Health (EMH) Member during the validity of the Elite Maxima Health (EMH) Membership.

## 3. Service Access

- 3.1 The Elite Maxima Health (EMH) Card and the Elite Maxima Health (EMH) Member identification number are the keys to access the Privileges. The Elite Maxima Health (EMH) Member must activate the Elite Maxima Health (EMH) Card to access the complete Privileges by visiting <http://www.thailandelite.com> or contacting the Member Contact Center. The Elite Maxima Health (EMH) Card must only be used by the Elite Maxima Health (EMH) Member whose name is printed thereon. The Elite Maxima Health (EMH) Card or any proof of identity or any other evidence (as agreed by the Company) must be shown to the Company or the Service Provider before obtaining the Privileges.
- 3.2 In case of loss of or damage to the Elite Maxima Health (EMH) Card, the Elite Maxima Health (EMH) Member must notify such loss or damage to the Member Contact Center. The Elite Maxima Health (EMH) Card must be reissued by the Company or through the Sales Agent prior to the Elite Maxima Health (EMH) Member's access to any Privileges, against the Elite Maxima Health (EMH) Member's payment of the Elite Maxima Health (EMH) Card Reissuing Fee to the Company at the amount and by the method to be advised by the Company or the Sales Agent. Upon the Elite Maxima Health (EMH) Member's receipt of the new Elite Maxima Health (EMH) Card, the method of activating the Elite Maxima Health (EMH) Card under Clause 3.1 above shall apply to the activation of the new Elite Maxima Health (EMH) Card *mutatis mutandis*.
- 3.3 The Insurance Card will be issued to the Elite Maxima Health (EMH) Member directly by the Insurer or the Insurance Broker, or through the Company or the Sales Agent. The Insurance Card will be activated by the Insurer, or will be activated by the Elite Maxima Health (EMH) Member pursuant to the instruction of the Insurer or the Insurance Broker directly to the Elite Maxima Health (EMH) Member, or through the Company or the Sales Agent. The Insurance Card must only be used by the Elite Maxima Health (EMH) Member whose name is printed thereon. The Elite Maxima Health (EMH) Card and the Insurance Card must be shown to the participating hospitals before receiving medical services.
- 3.4 In case of loss of or damage to the Insurance Card, the Elite Maxima Health (EMH) Member must notify such loss or damage to the Member Contact Center. The Insurance Card must be reissued to the Elite Maxima Health (EMH) Member directly by the Insurer or the Insurance Broker, or through the Company or the Sales Agent prior to the Elite Maxima Health (EMH) Member's access to any medical services. The Insurance Card's reissuing fee (if any) and the method of payment thereof will be advised by the Insurer or the Insurance Broker to the Elite Maxima Health (EMH) Member directly, or through the Company or the Sales Agent. The method of activating the Insurance Card under Clause 3.3 above shall apply to the activation of the new Insurance Card *mutatis mutandis*.
- 3.5 Signature as similarly appeared on the passport or on the Application must be required from the Elite Maxima Health (EMH) 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 or throughout the five (5) year term and validity period of Privileges under this Elite Maxima Health (EMH) Membership. The Company shall provide the Privileges to the Elite Maxima Health (EMH) Member or shall assist the Elite Maxima Health (EMH) Member to have or access to the Privileges from the Service Provider throughout the five (5) year term and validity period of Elite Maxima Health (EMH) Membership respectively as follows:

Privileges		
No.	Descriptions	Benefits
(1)	Privilege Entry Visa	<ul style="list-style-type: none"> <li>- 5-year multiple entry visa</li> <li>- 1-year length of stay per each entry (where extension at the end of each 1-year stay must be sought by the Elite Maxima Health (EMH) Member from the Immigration Authority),</li> <li>- 4-times per annum self-report (every 90 days) to the Immigration Authority</li> </ul>
(2)	Elite Maxima Health (EMH) Membership Value	<ul style="list-style-type: none"> <li>- THB 1,500,000 throughout 5-year term</li> <li>- Inclusive of VAT</li> <li>- Inclusive of Insurance Premium</li> </ul>
<b>Privileges of which Expenses Responsible for by the Company</b>		
(3)	Insurance Coverage by the Insurer	<ul style="list-style-type: none"> <li>- Throughout 5-year term, in accordance with the conditions of the Insurer, including but not limited to: <ul style="list-style-type: none"> <li>- Illness <ul style="list-style-type: none"> <li>- In-patient (IPD): At all domestic hospitals and abroad, at the aggregate sum insured of THB 5,000,000 per year</li> <li>- Out-patient (OPD): At all domestic hospitals and abroad, covering all actual medical expenses for a maximum of 90 days per year</li> </ul> </li> <li>- Death, loss of organs, eyesight, or permanent disability due to accident: at the aggregate sum insured of THB 200,000 per year</li> <li>- Medical expenses out of home treatment received immediately after discharge from hospital: covering all actual medical expenses for a maximum of 30 days per year</li> <li>- Alternative Medical Treatments, e.g. Acupuncturist, Chiropractor, Physiotherapist, as recommended by physician: covering all actual expenses for a maximum of 5 times per year</li> <li>- Others: In accordance with the policy terms</li> </ul> </li> </ul>
(4)	Annual Health Check (Health or Dental)	<ul style="list-style-type: none"> <li>- Annual Health Check-up: 1 time per year, or</li> <li>- Annual Dental Check-up: 2 times per year</li> </ul>
(5)	SPA / Thai Traditional Massage / Healing Massage	<ul style="list-style-type: none"> <li>- 6 times per year</li> </ul>
(6)	Limousine (Short Haul), Plus VIP Greetings and Escort on Arrival and Departure by Elite Personal Assistants (EPA)	<ul style="list-style-type: none"> <li>- 12 times per year</li> </ul>
(7)	Airport Lounge / A Plus	<ul style="list-style-type: none"> <li>- 6 times per year</li> </ul>
(8)	Airport Premium Lane	<ul style="list-style-type: none"> <li>- Throughout 5-year term</li> </ul>
(9)	Government Concierges (e.g. Business Networking, Immigration Services, Facilitation in Driver's Licenses) to be assisted by Elite Personal Liaison (EPL)	<ul style="list-style-type: none"> <li>- 1 time throughout 5-year term</li> </ul>
(10)	Member Contact Center (Language Available: English, Korean, Mandarin and Japanese)	<ul style="list-style-type: none"> <li>- 24 hours / Day for English</li> <li>- Limited hours / Day (to be advised by the Company) for Korean, Mandarin and Japanese</li> <li>- Throughout 5-year term</li> </ul>
<b>Privileges of which Expenses Responsible for by the Elite Maxima Health (EMH) Member</b>		
(11)	Health Consult (with Hospitals Participating in the Consulting Program)	<ul style="list-style-type: none"> <li>- Throughout 5-year term with the Company's assistance</li> <li>- At the rate charged by the Participating Hospital (of which name will be advised by the Company)</li> </ul>
(12)	Special Discounts at the Participating Hotel, Dining Establishments, Shopping Malls, and Duty Free Shopping	<ul style="list-style-type: none"> <li>- Throughout 5-year term with the Company's assistance</li> <li>- At the Elite Maxima Health (EMH) Member's Expenses</li> </ul>
(13)	Airplane and Yacht (Privately Chartered)	<ul style="list-style-type: none"> <li>- Throughout 5-year term with the Company's assistance</li> <li>- At the Elite Maxima Health (EMH) Member's Expenses</li> </ul>

- 4.2 The Company reserves the rights to modify, cancel and/or prescribe further limitation on any of the Privileges above 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 updated, amended or supplemented, is considered an integral part of this Elite Maxima Health (EMH) Membership Agreement. In case any of the Privileges has been used by the Elite Maxima Health (EMH) Member up to the limited number or amount as prescribed in Clause 4.1 or pursuant to this Clause 4.2 or as updated, amended or supplemented in the E-Privilege at any time in the future, the Elite Maxima Health (EMH) Member agrees to pay the Company additional charges for additional usages of the relevant Privileges in accordance with the rate which shall be notified to the Elite Maxima Health (EMH) Member from time to time.
- 4.3 The change of the Privileges, the Service Provider, the Insurer, or the Insurance Broker will be notified to the Elite Maxima Health (EMH) Member by the Company or by the Sales Agent from time to time.
- 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 and inured only to the Elite Maxima Health (EMH) Member, and in no case shall the Privileges be transferrable, inheritable, or devisable.
- 4.7 Liabilities, Immunity & Limitations:
- (1) In no case shall the Company be liable to, nor be obliged or required to hold harmless the Elite Maxima Health (EMH) Member for or against any losses or damage sustained out of (i) any insurance products or services provided to Elite Maxima Health (EMH) Member by the Insurer or the Insurance Broker, or (ii) any delay or defect in performance of the Insurer or the Insurance Broker, including, but not limited to, delay or failure to indemnify / denial of claim, or delay or failure to assist the Elite Maxima Health (EMH) Member upon claim for insurance coverage.
  - (2) In no case shall the Company be liable to, nor be obliged or required to hold harmless the Elite Maxima Health (EMH) Member or a third party for any products or services provided by the Service Provider to the Elite Maxima Health (EMH) Member for any delay and/or defect in performance of the Service Provider by any reason whatsoever. Such immunity 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.
  - (3) The immunity under Clause 4.7 (1) and/or Clause 4.7 (2) above shall apply 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 loss, injury or damage. The Elite Maxima Health (EMH) Member hereby waives any and all claims against the Company arising out of the use or the inability to use the Privileges.
  - (4) All express or implied warranties, representations, statements, terms and conditions relating to the Privileges or this Elite Maxima Health (EMH) Membership Agreement, not otherwise contained in this Elite Maxima Health (EMH) Membership Agreement and/or the E-Privilege, are excluded from this Elite Maxima Health (EMH) Membership Agreement to the extent permitted by law. The aggregate liability of the Company (if any) under or relating to this Elite Maxima Health (EMH) Membership Agreement, other than those from which the Company is expressly immune and waived by the Elite Maxima Health (EMH) Member under Clause 4.7 (1), Clause 4.7 (2), and Clause 4.7 (3) above, whether in contract, tort (including without limitation to negligence) is limited to an amount equal to the Elite Maxima Health (EMH) Membership Value paid by the Elite Maxima Health (EMH) Member or through the Sales Agent to the Company under this Elite Maxima Health (EMH) Membership Agreement.
- 4.8 The Elite Maxima Health (EMH) Member agrees that the Company shall have the right 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 Elite Maxima Health (EMH) Member is notified in writing prior to any such assignment.

## 5. Membership Value, Fee(s) and Conditions

### 5.1 Elite Maxima Health (EMH) Membership Value

The Elite Maxima Health (EMH) Membership Value is at the amount of THB 1,500,000 (one million and five hundred thousand Baht) inclusive of value added tax (calculated at the rate applicable at the time of application) and inclusive of Insurance Premium, or an equivalent amount in USD pursuant to the Exchange Rate which will be notified by the Company or the Sales Agent to the applicant/ Elite Maxima Health (EMH) Member and payable by the applicant/ Elite Maxima Health (EMH) Member within seven (7) days from the date of the Elite Maxima Health (EMH) Member's receipt of the Company's written approval of the Application, by remitting or arranging for the remittance of the fund equal to the entire amount of the Elite Maxima Health (EMH) Membership Value directly or through the Sales Agent into the Company's Bank Account. The Elite Maxima Health (EMH) Membership Value shall be paid or arranged to be paid entirely at one time within such seven (7) day period on a non-refundable basis in all cases, except for the circumstance under Clause 2.4 (3) and Clause 2.4 (4) (b) above.

### 5.2 Penalty Charge

Cancellation of reservation for certain services pursuant to the E-Privilege must be notified in advance by the Elite Maxima Health (EMH) Member to the Member Contact Center in accordance with the terms and conditions as stated in the E-Privilege, otherwise the Elite Maxima Health (EMH) 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 under this Elite Maxima Health (EMH) 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 Applicant/Elite Maxima Health (EMH) Member

The applicant/Elite Maxima Health (EMH) Member must have and maintain to have following qualifications:

- 6.1 Neither having been sentenced by a judgment to imprisonment in any countries except for in case of a petty offence or an offence committed to negligence, nor being a fugitive from justice, i.e. an accused of criminal activities running away from trial, or a convicted felon escaping from penitentiary;
- 6.2 Neither having been adjudicated bankrupt, nor insolvent;
- 6.3 Neither having been declared as a person of unsound mind, incompetence, nor 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;
- 6.6 Between 5-55 years of age, and, in case of juvenile, all exercises of applicant/Elite Maxima Health (EMH) Member's rights must be performed by his or her parent and/or legal guardian; and
- 6.7 Satisfying the condition precedent in remitting or arranging for the remittance of the fund equal to the Elite Maxima Health (EMH) Membership Value into the Company's Bank Account directly or through the Sales Agent within the time period and conditions set forth in Clause 2.1 above within seven (7) days after the Elite Maxima Health (EMH) Member's receipt of the Company's written approval of the Application.

## 7. Interpretation

In the event that interpretation of the terms and/or conditions of this Elite Maxima Health (EMH) Membership Agreement or any part of this Elite Maxima Health (EMH) Membership Agreement or document that is deemed a part of this Elite Maxima Health (EMH) Membership Agreement or any of the terms and conditions stipulated in the e-Privilege is needed, the Elite Maxima Health (EMH) 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 Maxima Health (EMH) Membership Agreement and the terms and/or conditions of the e-Privilege, the terms and conditions of this Elite Maxima Health (EMH) Membership Agreement shall prevail.

## 8. Governing Law

This Elite Maxima Health (EMH) 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 Maxima Health (EMH) 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 Elite Maxima Health (EMH) Member to the mailing address as stated in the Application or any other address as shall be notified by the Elite Maxima Health (EMH) 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 Sales Agent) as stated in the e-Privilege, or as shall be notified by the Company (or the Sales Agent) to the Elite Maxima Health (EMH) 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 Center

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 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 Elite Maxima Health (EMH) 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 Maxima Health (EMH) Membership Agreement or the e-Privilege from the Elite Maxima Health (EMH) Member. Such waiver shall not affect any right of the Company to enforce the terms and conditions of this Elite Maxima Health (EMH) 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)

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

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