

## Terms and Conditions

This Agreement ('Agreement') is between the signatory to the YESAWAY Co., Ltd. ('YESAWAY') rental agreement, being the renter of The Vehicle ('You') and YESAWAY.

### Article One: The Liabilities of YESAWAY

1. YESAWAY agrees to rent the Vehicle to You in good order and condition and with full set of licenses for the Period specified on the agreement. In the event that any failure occurs to the Vehicle in the normal use, YESAWAY will replace the Vehicle based on the actual conditions.
2. YESAWAY ensures that the rental Vehicle is consistent with the agreed one; otherwise You are entitled to terminate the Rental Agreement.
3. YESAWAY provides free Vehicle maintenance and repair under fair wear and tear situation.
4. YESAWAY provides a Twenty-four (24) Hour Breakdown Roadside Assistance Service for the Vehicle within this municipality area.
5. YESAWAY will assist You in handling traffic accidents and processing insurance claim.
6. YESAWAY is obliged to keep Your personal information confidential.
7. YESAWAY accepts **no** responsibility to any joint liabilities of the third party resulting from You during the rental period.
8. No circumstance shall YESAWAY be liable for any loss or damages of the property to You or any other passengers.
9. YESAWAY will not be liable to You or any authorized drivers for any indirect, special or consequential damages arising in any way out of any matter covered by this Agreement.

### Article Two: The Liabilities of Yours

1. Drivers shall be You or any persons who are nominated or employed by You and approved by YESAWAY, and shall be duly qualified and holding a valid driving license for over one year in addition to minimum rental age of 23 years old.
2. The age of the driver must range from 21 to 65 during the vehicle rental period. Additionally if the driver is under the age of 23, Young Driver Fee will be charged subject to the local store.
3. You ensure all information submitted is accurate and real in respect of the rental Vehicle or Your dealings with any law enforcement officers or other authorities during the rental period. Otherwise, You will be liable to all the loss of YESAWAY and bear corresponding legal responsibilities.
4. You shall keep the Vehicle, including all the equipment and additional service items (such as GPS, baby safety seat, car chargers etc.) in good condition. Otherwise, any loss or damages to the foresaid shall be borne by You.
5. In case that any breakdown or damage occurs to the rental Vehicle, You shall immediately report to YESAWAY and shall not change, repair or transform any parts of the Vehicle without YESAWAY's consent. Otherwise, You must pay the full compensation.
6. Once You purchase the additional driver option, the name of each additional driver must be indicated in the Agreement, and You and all drivers herein are jointly and severally responsible under this Agreement.
7. You shall comply with the local traffic regulations, not carrying more passenger than the law permitted or driving beyond the speed limit (Accordance with the law, a baby in arms is also regarded as a passenger).
8. You shall operate the rental Vehicle rationally, and ensure that the rental Vehicle runs on a normal conditioned road. Moreover, for safety and efficacy, You shall avoid any unusual driving on sandy beach or muddy roads or others that would cause damages to the rental Vehicle.
9. NO smoking or durians are allowed in the vehicle, otherwise a cleaning fee will be charged.
10. Once You breach the terms and conditions herein, YESAWAY is entitled to terminate the Agreement and repossess the Vehicle without notifying in advance, and You will be liable for the loss.

### Article Three: The Rental Vehicle Pick-up and Return

1. You received the Vehicle in good order and condition excepting so far as indicated as Agreed Damage on the *Vehicle Condition Report*. You are required to return the same Vehicle together with all tyres, tools, car documents, accessories and equipment in the same conditions (ordinary wear & tear excepted) to the agreed return location on the date specified on the rental agreement unless both parties agree to an extension or sooner or YESAWAY requests to repossess the Vehicle.
2. You, before driving away, shall carefully inspect the rental Vehicle both interior and exterior, and inform our staff once any additional damages found. Please be noticed that the *Vehicle Condition Report* shall prevail once the Vehicle is driven away.
3. You agree to grant the right for YESAWAY to enter upon any premises owned or occupied by You, or where necessary in order to repossess the Vehicle. Furthermore, You at all times indemnify YESAWAY against any claims made by any third party resulting from YESAWAY's repossession of the Vehicle.
4. In case You return the Vehicle during out of the Business Hours, Your liability for damage and theft shall extend to the time at which that rental location is next open for business (This is using the regular time to that location).

### Article Four: Prohibited Use

1. The rental Vehicle **must never** be used for any of the following purposes,
  - (1) To transfer, sublease, sale, pledge, pawn or investment the Vehicle or any violation of the ownership of YESAWAY.
  - (2) To engage in any activities involved in violation of laws or regulations of the Kingdom of Thailand.
  - (3) To transport goods in violation of Customs Regulations or in any other illegal manners
  - (4) To convey passengers or property for commercial purpose
  - (5) To propel or tow any Vehicles or trailers without the consent of YESAWAY
  - (6) In motor sport events (including racing, pace making, rallying, reliability trails and speed testing)
2. The Vehicle must never be used by the following people

(1) By any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by the Road Traffic Acts.

(2) By any person providing a fictitious name or false age or address to YESAWAY.

(3) By any other person without authorized by YESAWAY in writing

(4) By any person is suffering from any physical infirmities or defective vision or hearing.

3. The Vehicle shall not be driven outside of the border of the Kingdom of Thailand.

#### **Article Five: Insurance**

1. You are responsible for all expense, cost or loss incurred during the period, per incident, in respect of the vehicle, regardless of fault. YOU MAY LIMIT THIS RESPONSIBILITY BY PURCHASING A COLLISION DAMAGE WAIVER ("CDW").

2. Insurance coverage of CDW and SCDW is for accident or damage to body of the vehicle only (excludes the roof, underbody, glass, tyres).

3. The amount payable under "CDW" for each vehicle during the rental period equals to the Accident Damages Excess in addition to any or all of the following. If accident renders the vehicle unfit to drive, YESAWAY will offer You a replacement vehicle for the unused rental period, but You shall pay for the Amount of loss of, or damage to, the previous vehicle first. If more than one accident occurs during the rental period, YESAWAY is entitled to terminate the Agreement and repossess the Vehicle without notifying in advance.

(1) Damage resulting from water damage (other than as a result of partial or total immersion in water, where that results from Your negligence, recklessness or carelessness);

(2) Damages resulting from partial or total immersion in water, where that results from Your negligence, reckless or careless;

(3) Damages resulting from any accident, being

① Damages caused by Single Vehicle Accidents (which may be reduced to zero if You accept the SCDW)

② The loss resulting from any accident if an offer of compromise or admission of liability is made or any other such action is taken in respect of that Accident without following the local legal procedures.

(4) Damages resulting from improper use of Vehicle (Article 4 Item 1), Vehicle used by any prohibited persons (Article 4 Item 2), or any action that breach of this agreement;

(5) Damages or loss resulting from the Vehicle being in any Full Responsibility Area;

(6) Damages caused by objects overhanging or otherwise obstructing the path of the Vehicle.

4. In case of the Vehicle damaged badly or stolen within the rental period, You shall be liable to the loss of benefit (the loss will be counted by the daily rate, but no exceeding 30 days) and the cost for finding a replacement Vehicle including the value of the rental Vehicle, as well as any costs that not covered by the insurance. Except the insurance policy take effect, the above costs will be borne by You.

5. You must pay full compensation value including the value of the rental Vehicle to YESAWAY if the rental Vehicle was seized or legal restraint.

6. In case of any accidents or damages involve the third party, but lack of a detailed report on the accidents or any information of the third party, or a delay beyond the deadline of insurance claim, or inadequate proof for insurance claims, all the losses (including but not limited to the rental rates) will be borne by You.

7. In case You let any other person who without authorized by YESAWAY in writing to drive the vehicle and incurred accident or damages, all the responsibilities and losses shall be borne by You (including but not limited to vehicle depreciation, benefit loss and third party compensation).

8. In case the cause of the accident is beyond the scope of insurance claims, all losses shall be borne solely by You.

#### **Article Six: You consent to pay YESAWAY on demand**

**Time Charges** The rental charges shall be paid by You in accordance with the Agreement, Rental day calculation is based on consecutive 24-hour periods (The minimum charge is one 24 hour day). 1 hours grace period after agreed return time is charge for free. If you returned the vehicle late, more than one hour after agreed return time, you may be charged for a full extra day. If You return the vehicle over six hours after the agreed time, You may be charged three times of the daily rent for Your forced extension.

**Pick-up/Return Charges** A Charge for delivering and/or collecting the Vehicle at/from, any locations other than those YESAWAY rental locations for which no charges apply.

**Drop-off location** If the drop-off location is different to the renting location, You shall pay the drop-off charges. Additionally, if You leave the Vehicle at the other places other than where agreed without the consent of YESAWAY in writing, YESAWAY will calculate at the rate per kilometer fee YESAWAY is defined as any time to calculate from the renting location to the place where the Vehicle was left.

**Additional Insurances** If You need to purchase other additional insurances, the fee will be subject to the renting location.

**Fuel Costs** YESAWAY practices "Full Tank Out and Full Tank In" policy (Unless indicated on the *Vehicle Condition Report*). Save where You take up the Fuel Purchase Option, YESAWAY will provide a refueling service if You elect to return the Vehicle with less fuel than a full tank and You agree to pay the fuel rates and refueling service fee.

**Cleaning Charges** In case of any dirtiness inside or/and outside of the Vehicle, You will bear the cleaning fee.

**Collection Expenses** An amount is equal to YESAWAY's expenses and costs incurred in collecting from the charges payable under this Agreement. You will also pay all costs of collection, including attorney fees, an interest at the highest rate, permitted by law on any part-due amounts.

**Government Charges and Penalties** You are responsible for an amount equal to all penalties, charges and taxes or other imposts levied by any Government or government body in respect of the Vehicle incurred at any time during the rental period, such as Parking Fee, Toll Fee, penalties and so on, plus a reasonable charge for YESAWAY's processing of any such penalty or charge.

**Surcharges** An amount that YESAWAY determines is a reasonable contribution towards the additional further operating costs of conducting business in certain regions or at certain venues.

**Administrative Charges** A reasonable amount for any administrative functions YESAWAY undertakes in respect of Your rental of the Vehicle that YESAWAY considers unusual or additional, including the payment of any Government charges.

**Breakdown Roadside Assistance** You are responsible for the cost of providing the breakdown roadside assistance service, where the problem (for which assistance is requested) is not a problem with, or inherent to the Vehicle.

**Additional Service Charges** You acknowledge and agree to pay any services or products provided by YESAWAY during the rental period, such as GPS, baby seat, phone and so on.

**Miscellaneous** You are responsible for an amount equal to all other costs, expenses, claims, demands and penalties incurred or otherwise resulting from the use of the Vehicle by You or any other person during the rental period. Except some subsequent cost, all charges under this clause should be paid at the end of the rental period.

**Cancellation fee** If the renter cancel the reservation less than 24 hours before the pick-up time, a cancellation fee will be apply which equal to one day rental fees.

**No Show Fee** If the renter do not cancel the reservation prior to the time of pick-up or the rental vehicle is not picked up on the pickup time, the vehicle will be reserved for the renter within 24 hours after pick up time. But the reservation will be automatically canceled, if the vehicle has not been picked up within 24 hours after pick up time and the entire prepaid amount will be forfeited.

#### Article Seven: Solution of Accident, Theft and Penalty

1. You must report any Accident or Single Vehicle Accident (irrespective of whether it results in the Vehicle being damaged, stolen or destroyed) to YESAWAY as soon as possible after any Accident or Single Vehicle Accident. Besides that, You must deliver to YESAWAY a correctly and completed written report after the Accident or the Single Vehicle Accident or otherwise on YESAWAY's demand.
2. You agree to assist YESAWAY (at YESAWAY's cost and direction) in respect of any claim or action caused by any Accident or Single Vehicle Accident, including attending court to give evidence.
3. **No offer** of compromise, settlement, indemnity, compensation or any other admission of liability shall be given to any persons involved in the accident.
4. Any papers or documents received by You concerning the Accident or Single Vehicle Accident must be promptly given to YESAWAY. You further agree to ensure that any other person who received any such papers or documents concerning the Accident or Single Vehicle Accident provide those papers and documents promptly to YESAWAY.
5. You agree to take immediate action to inform YESAWAY in case of any traffic or parking fines incurred during the rental period.

#### Article Eight: Credit Card Payment

1. You authorize YESAWAY to charge the credit card, the imprint of which or the number of which You provide to YESAWAY in respect of all fees and amounts payable under this Agreement (including the relevant service fees, maintenance, equipment replacement fee, etc.).
2. You warrant that the Credit Card is Yours and You (whether alone or with another person) are responsible for all amounts credited to that Credit Card.

#### Article Nine: General

1. Other matters not covered in this agreement, shall be solved in accordance with relevant laws, regulations or rules.

#### Article Ten: Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand and You are hereby submitted to the exclusive jurisdiction of Thailand Court.

## 车辆租赁协议

YESAWAY（下称“出租方”）与车辆承租者（下称“承租方”）已经就所有的租赁条件协商一致，同意就下列车辆租赁事项订立本合同，共同遵守。

### 第一条：出租方的责任

- 1、向承租方提供设备齐全、技术状况良好、运行安全可靠、证件齐全的车辆，以保证租赁车辆的正常使用。如在正常使用中发生故障，影响承租方使用，出租方应视实际情况为承租方更换车辆。
- 2、出租方应保证租赁期内车辆符合约定使用状态，否则承租方有权解除合同。
- 3、免费提供租赁车辆保养以及合理使用过程中出现的故障维修服务。
- 4、提供本市行政区域内车辆故障、事故的 24 小时救援服务。
- 5、协助承租方处理发生的交通事故并按保险公司规定办理索赔手续。
- 6、出租方对承租方留存的个人资料负有保密义务。
- 7、出租方不承担由承租方使用租赁车辆引发的连带责任。
- 8、出租方在任何情况下，均不承担遗留在承租车辆上的财物的赔偿责任
- 9、出租方不会就本协议范围外一切间接、特殊、衍生的损失向承租方或任何已登记的附加驾驶员承担责任。

### 第二条：承租方的责任

- 1、驾驶员必须是承租方本人或者已在租赁合同登记的附加驾驶员，其租车时年龄必须满 23 岁，他们必须合法持有有效驾照，且其驾照在一年以上。
- 2、驾驶员租车时的年龄限制为 21 周岁以上，65 周岁以下。如租车时驾驶员年龄为 23 周岁以下，驾驶员需承担年轻驾驶员风险金（费用以当地门店为准）。
- 3、承租方保证所提交的一切资料真实无误。如有欺诈行为，承租方必须赔偿出租方的一切损失，并承担相应的法律责任。
- 4、承租方对车体、车内设备及出租之相关设备（GPS/儿童安全座椅/车载充电器）有保管责任。倘有损窃事件发生，相关赔偿概由承租方负担。
- 5、如车辆出现故障或异常，承租方应立即通知出租方。承租方不得擅自变动、修理、添改租赁车辆的任何部位或部件，否则照价赔偿。
- 6、如承租方要求添加附加驾驶员，承租方必须在租赁合约内注明每位附加驾驶员的姓名。合同内所有驾驶员须承担连带责任。
- 7、承租方应遵守交通规则，不超载不超速（根据法律规定，婴儿亦视为一名乘客）。
- 8、承租方应合理调配车辆，确保车辆在安全及可行驶的道路行驶，避免在沙滩、泥泞道路或其他会引起车辆损坏的道路上行驶。
- 9、车辆内一律禁止吸烟或吃榴莲。如有发现在车内吸烟或吃榴莲，承租方须额外支付车辆的清洁费用。
- 10、一旦承租方违反协议内条款，出租方有权终止租赁协议，并即时收回车辆。同时，承租方须全额赔偿一切因违约行为引起的损失。

### 第三条：提车及还车

- 1、承租方将接收状况良好的车辆。承租方接收前已存在的车辆损伤，将于验车单内标注。除双方就延迟或提早还车达成一致或因应出租方要求回收车辆外，承租方须按照合同内的约定还车时间将相同状况（包含轮胎、工具、相关文件、车辆配件等方面，正常磨损不在追究范围内）的租赁车辆归还至约定还车门店。
- 2、租车时承租方务必仔细检查车辆内部和外部是否完好无损，如发现问题应及时提出。车辆一旦出场，车况即以离场时《验车单》为准。
- 3、承租方同意授权出租方进入承租方拥有或占用的物业内收回租赁车辆，如出租方因此被第三方控告或索赔，承租方须赔偿出租方所有损失。
- 4、若在出租方正常营业时间外归还车辆，承租方须对还车后至正常营业前的这段时间内所发生的车辆受损或被盗负责（以该门店常规结束营业时间为准）。

#### **第四条：禁止事项**

##### **1、租赁车辆不得用于以下用途：**

- (1) 转让、转租、销售、抵押及投资等任何侵犯出租方所有权的的行为。
- (2) 从事任何违反法律法规以及触犯泰国司法管辖条例的活动。
- (3) 运输违反海关条例或其他当地法律的货物。
- (4) 从事任何形式的盈利性运输。
- (5) 未经出租方的同意，用来推拖其他车辆。
- (6) 进行赛车项目（其中包括比赛，汽车拉力赛，测速等）。

##### **2、以下人士不得驾驶租赁车辆：**

- (1) 未能通过酒精或者药物测试，或血液内的酒精含量超过道路交通法的上限规定的任何人。
- (2) 向出租方提供虚构名字或者错误年龄的任何人。
- (3) 未经出租方书面允许的任何人。
- (4) 有任何身体疾病或者视觉及听觉障碍的任何人。

##### **3、租赁车辆不得驶出泰国国境内**

#### **第五条：保险事项**

- 1、不论承租方是否有过失责任，承租方亦须承担租赁期内车辆事故中产生的所有费用、开支或损失。承租方可以通过购买车损险从而降低赔偿额度。
- 2、车损险和全险的覆盖范围仅限于意外或事故中的车身损坏部分(车顶、底盘、玻璃、轮胎除外)。
- 3、租赁期内，每台车辆受赔偿款项上限等同于已购车损险的起赔额，如发生事故导致车辆更换，则承租人需先缴纳车辆受赔偿款项。如租赁期内同一台车辆发生多于一次以上事故，或因事故导致更换车辆后再次发生事故，则出租方有权终止租赁协议，并即时收回车辆。”

但车辆保险的赔偿范围并不包括因以下某一或全部情况所导致的车辆受损的赔偿费用：

- (1) 因水渍造成的车辆损坏（车辆因浸水之外的任何原因由承租方之疏忽、鲁莽或轻率而造成的损坏）
- (2) 因承租方之疏忽、鲁莽或轻率使车辆局部或全部浸入水中而导致的车辆损坏。
- (3) 因意外事故所引起之损失，其涉及：

①车辆单方事故所导致之赔偿。若承租方已购买全险（SCDW），可免于支付车身损坏的赔偿。

②不依照当地法律程序，私下妥协或认定事故责任，及任何类似行为所导致之损失。

- (4) 以下之一或全部情况：不当使用车辆（参见第四条第一项），不符合规定之驾驶员（参见第四条第二项），以及其他任何违反本协议之行为。

(5) 承租方负事故全责的情况下所导致的损失。

(6) 道路异物所导致之车辆损坏。

4、若租赁车辆在出租期内遭受严重损毁或被盗，除本条款中相关保险政策生效外，承租方仍须承担出租方因此蒙受之运营损失（如租金损失），以及重置车辆之成本。利润损失按日租金计算，不超过 30 日。保险赔付不足的部分须由承租方自行承担。

5、若租赁车辆被扣留或受到任何形式的依法限制，承租方须向出租方支付全额的赔偿金，包括租赁车辆的价值。

6、一旦车辆发生涉及第三方的事故或损失，且承租方未能向出租方提供租赁车辆所造成的事故或损坏的详尽报告，或第三方的车辆详细情况，其所有损失(含租金)全部由承租方向赔付；如因承租方延误，超出保险公司报案期限或者承租方提供的证明不符合合理赔偿条件，其所有损失(包含但不限于租金)全部由承租方向出租方赔付。

7、若承租方让未经出租方书面同意的任何人驾驶车辆时发生意外事故，承租方须承担一切责任，并承担因此造成的全部经济损失（包含但不限于车辆的折损费、运营损失（以日租金计算，不超过 30 天）、及第三方赔偿）。

8、若事故原因超出保险理赔范围的，其全部损失须由承租方承担。

#### **第六条：承租方同意为车辆租赁支付以下费用予出租方**

**1、租金：**承租方须支付租赁协议规定的租金，其日租按连续 24 小时计算一日（不满 24 小时按 24 小时计算）。当承租方实际持有车辆时间超出约定租赁时间，在超出预约还车时间 1 小时内为宽限期，承租方无需额外支付费用。若承租方逾期还车超出 1 小时以上的按日租计算超时租金。逾期还车超过 6 小时，按强行续租计费，即门店租金 3 倍价格作为违约金。

**2、送车上门费/登门收车费：**承租方要求出租方将租赁车辆派送到租车门店外的地点，或要求出租方到租车门店外的地点登门回收车辆，均需支付费用。

**3、异地还车费：**若还车门店与提车门店不一致，承租方需支付异地还车费。此外，若承租方未获得出租方书面同意，擅自遗留车辆于未经约定之地点，出租方将按提车门店与该地点之间的距离里程进行收费。

**4、附加保险项目：**若需购买附加保险，费用则以租车门店现场所示为准。

**5、燃油费：**出租方实行“满箱油提车（若非满油状态，将在验车单中标注），满箱油还车”政策。若还车时油量低于提车时油量，出租方会自行补充燃油，承租方须为补充燃油服务分别支付燃油费和服务费；

**6、清洁费：**承租方造成车内或车外肮脏时，须承担租赁车辆的清洁费。

- 7、**收款费用：**其总额等于出租方在收取协议内应付费用时所产生的费用和成本。若承租方拖延缴纳费用，承租方须承担出租方因此收费而产生的成本，包括律师费及法律允许最大范围内的费用利息。
- 8、**政府收费及罚款：**承租方须承担车辆租赁期间政府机构对租赁车辆收取的一切费用、罚款及税费，如停车费，过路过桥费，高速公路费，违章罚款等。以及一切出租方因处理相关罚款或收费而产生之费用。
- 9、**附加费：**针对某些地区，出租方认为有必要收取之合理营业成本费用即为附加费。
- 10、**行政服务费：**因出租方管理承租方之车辆租赁业务而产生之非常规或额外行政管理费用，称为行政服务费，如支付政府罚款。
- 11、**紧急道路救援服务：**出租方提供二十四（24）小时紧急道路救援服务，该服务费用由承租方承担。
- 12、**增值服务费：**承租方认可并同意支付租赁合同内提供的任何服务或产品，如全球定位系统、儿童座椅等附加服务费；
- 13、**其它事项：**承租方须承担一切产生于车辆租赁期间，与所租赁车辆相关之成本、开销、索赔、罚款等费用。除某些后续费用外，本项所涉及之费用将于租期结束时立即结算。
- 14、**取消预约手续费：**如承租方在提车时间前 24 小时内取消租车订单，将扣除一日租金费用作为取消预约手续费。
- 15、**放弃预约手续费：**如承租方未在提车时间前取消订单或未能在预定提车时间提车，出租方将仍为承租方保留预订车辆 24 小时。如承租方在提车时间后 24 小时内仍未到场提车，系统将自动取消该订单，同时出租方将不予退还全部预付费用。

#### **第七条：车辆事故、盗窃与罚款处理**

- 1、发生事故时（无论车辆是否遭受受损、被盗或彻底损毁等损失），承租方都应立刻向出租方报告相关情况并提供与事故有关的所有资料。此外，承租方须按照出租方要求提交真实和完整的书面报告。
- 2、承租方同意在事故所引发之索赔或诉讼中支持并协助出租方（因应出租方要求），包括出庭作证。
- 3、承租方不得私下向事故中的当事人提供任何妥协方案、处置方案、豁免权、赔偿或其他责任认定。
- 4、承租方所获得之一切与事故相关的文件必须立即转交出租方。承租方同意若其余人士获得与事故或单方车辆事故相关之文件，亦应立即转交出租方。
- 5、承租方同意在车辆租赁期间如发生任何交通违章的处罚将会即时告知出租方。

#### **第八条：信用卡支付**

- 1、承租方授权出租方从其提供的信用卡中扣取车辆租赁协议范围内的所有应付费用（包括相关服务费、维修费、设备更换费等）
- 2、承租方保证信用卡属于其本人名下，且承租方（不论个人或群体）须承担该信用卡内的所有借贷款项。

#### **第九条：总则**

本协议如有未尽事宜，依照相关法令、习惯及诚信原则公平解决。

#### **第十条：准据法**

本协议受泰国法律管辖，并根据泰国相关法律解释和执行，承租方须服从泰国法院的专属管辖权。