

Australia Representative Employment Agreement

Agreement No. 64-110

This Agreement is made at Thailand Convention & Exhibition Bureau (Public Organization), having its place of business at 25th -26th Floor, Siam Piwat Tower, 989 Rama 1 Road, Pathumwan District, Bangkok, 10330, Thailand, dated on 16th December, 2021, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred as the "TCEB" of the one party and

Clockwise Consulting PTY LTD, company registration number is 617150704, which has registered as a juristic person at Australia, having its principal office located at 33 Middle Street, Ascot Vale, VIC 3032, Australia, represented by the authorized person, Ms. Nicole Tingey, who held the passport's number PA2013102, hereinafter referred as the "Representative" on the other part.

Now, therefore, both parties agree to enter into this Agreement as follows;

Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission for Australia Representative Employment for the Project of Strengthening Thailand's Competitive Advantage in Overseas Markets, Overseas Marketing Representatives which be according to the Terms and Conditions of this Agreement and Scope of service that specified in Appendix 1 Terms of Reference ("TOR"), Appendix 2 Clockwise Consulting PTY LTD's proposal, Appendix 3 Services by Clockwise Consulting PTY LTD, Appendix 4 Reimbursement of Expenses and Appendix 5 Representative KPIs FY2022 (hereinafter referred as "the Work").

The Representative started working from 1st October, 2021 and shall complete the Work under the Agreement within the day 30th September, 2022.

The Representative agrees to provide labor, materials, tools and equipment, as well as various kinds of good equipment to be use in the Work under this Agreement.

Clause 2. DOCUMENTS THAT ARE PART OF THE AGREEMENT

The following the Appendix shall be regarded as part of the Agreement;

2.1 Appendix 1 Terms of Reference (TOR), all 5 (five) pages.



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- 2.2 Appendix 2 Clockwise Consulting PTY LTD's proposal, all 7 (seven) pages.
- 2.3 Appendix 3 Services by Clockwise Consulting PTY LTD, all 4 (four) pages.
- 2.4 Appendix 4 Reimbursement of Expenses, all 2 (two) pages.
- 2.5 Appendix 5 Representative KPIs FY2022, all 1 (one) page.
- 2.6 Appendix 6 Clockwise Consulting PTY LTD's Quotation, all 1 (one) page.
- 2.7 Appendix 7 Clockwise Consulting PTY LTD's corporate documents and passport, all 6 (six) pages.

In the event that any text in the Appendix is in conflict with the text of this Agreement, the text of this Agreement shall apply, and in the event that the text of Appendixes conflict with each other, the Representative shall comply with the decision of TCEB. The decision of TCEB is deemed to be final and the Representative has no right to claim any wage or damages or any additional expenses from TCEB.

If anything or any action that is not specified in the Appendixes of this Agreement, but it is necessary to complete the Work correctly or achieve the objectives of this Agreement, the Representative shall arrange that without claiming any damages or compensation

Clause 3. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, transferred to TCEB's bank account, in the amount of AUD 6,000 (six thousand Australian dollars only), as a performance security under this Agreement.

The performance security that the Representative shall provide according to the preceding paragraph, must cover all liability of the Representative throughout the Agreement period. If the performance security provided by the Representative is reduced or deteriorated or does not cover the liability of the Representative throughout Agreement period, for any reason, including the delay in work delivery of the Representative that cause change of the completion period or the due date of liability for defects under the Agreement, no matter what time it occurs, the Representative shall provide TCEB with new or additional performance security to the full amount under the first paragraph within 7 (seven) days from the day after the receipt of a written notice from TCEB.

TCEB will return performance security provided by the Representative under this Agreement to the Representative without interest.

Clause 4. COST OF THE SERVICE FEE AND PAYMENT

TCEB agrees to pay and the Representative agrees to accept the payment of the Service fee in the amount of AUD 120,000 (one hundred and twenty thousand Australian dollars only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative on a monthly basis at the amount of AUD 10,000 (ten thousand Australian dollars only) (Thailand's VAT included). for a period of 12 months in accordance with the term of payment which set forth in Appendix 1 Terms of reference (TOR).

In the case that TCEB assigns the Representative to perform the Service apart from mentioned under Clause 1, TCEB agrees to pay an additional remuneration or expense to the Representative according to the rate of remuneration for the performance of service as a mutually agreed proposals.

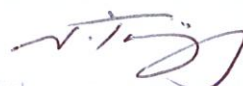
The Payment herein above will be made after the Delivery work is submitted in accordance with Appendix 1 (TOR) and TCEB's inspection committee or representative has inspected and accepted such the Work under Clause 9.

Clause 5. DUTIES AND LIABILITIES OF THE REPRESENTATIVE

5.1 The Representative shall deliver work in accordance with the form and method prescribed in Appendix 1, Appendix 2, Appendix 3 and Appendix 5.

5.2 In the event that the Work of the Representative is defective or does not comply with the terms and conditions under the Agreement or does not proceed correctly according to the academic or professional principles and/or the relevant legal provisions, the Representative, without delay, shall correct it without claiming for any wages or damages or expenses from TCEB. If the Representative avoids or fails to complete the correction within the period specified by TCEB in writing, TCEB has the right to hire other Agreement or(s) to work instead. The Representative will be responsible for paying wages in this respect for TCEB completely.

If there is any damage caused by the Work under this Agreement, whether due to operations that do not comply with the academic or professional principles and/or the relevant legal provisions, the Representative shall correct such damage within the period of time prescribed by TCEB. If the Representative fails to correct such damage, the Representative shall be responsible to pay for damages incurred to TCEB, including



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Page 3 of 10

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the damage that has occurred directly and the damage in connection with the damage caused by the Work under this Agreement.

Endorsement or approval or consent to any work or work of the Representative or payment of wages by TCEB does not to release the Representative from any obligations and responsibilities under this Agreement.

5.3 All the Work and documents that the Representative has prepared regarding this Agreement shall be deemed as confidential and shall be the property of TCEB. The Representative must deliver all the Work and documents to TCEB at the end of this Agreement. The Representative may keep a copy of the document, but shall not use the text in the documents for use in other activities that are not related to the Work without prior written consent from TCEB.

5.4 TCEB is the sole owner of copyright or intellectual property rights, including any rights in the Work that the Representative has performed in accordance with this Agreement only, and the Representative shall not use or disseminate, whether in whole or in part, work and/or details of the Work under this Agreement in other businesses other than those specified in the Agreement, unless obtaining prior written permission from TCEB.

5.5 The Representative shall be responsible for violating the provisions of law or infringement of copyright or other intellectual property rights, including any rights to third party due to the performance of this Agreement.

5.6 If the damage or loss of the property that TCEB is responsible for occurs because the Representative or its personnel also has a fault, the parties shall be jointly liable. The liability of each party depends on how each party has contributed to the offense.

Clause 6. FINE

If the Representative is unable to complete the Work within the time specified in the Agreement and TCEB has not terminated the Agreement, the Representative shall pay the fine to TCEB on a daily basis, at the rate of 0.1 % price of the does not deliver item However, it must not be lower than 100 baht per day, from the day after the completion date under the Agreement or the end of working period extended by TCEB until the actual completion of work. In addition, the Representative allows TCEB to claim for damages caused by the delay in working of the Representative, only for the excess of the said fine.

While TCEB has not terminated the Agreement, if TCEB considers that the Representative is unable to comply with the Agreement, TCEB may exercise the right to terminate the Agreement and exercise the rights under Clause 13 (Temporary suspension and Agreement termination), and if TCEB has notified the claim to the Representative at the end of completion period and demand the Representative to pay the fine, TCEB has the right to impose the fine against the Representative until the date of termination.

Clause 7. ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

In the event that the Representative fails to comply with any provision of this Agreement for any reason, causing the fine, damages, or expenses to TCEB, the Representative shall compensate such fine, damages, or expenses to TCEB within 30 (thirty) days from the day after the receipt of written notice from TCEB. If the Representative fails to compensate in full within the prescribed period, TCEB shall have the right to deduct such amount from the Service fee that TCEB shall pay the Representative or enforce payment from performance security immediately.

In the event that the Service fee to be paid to the Representative and performance security are not sufficient to cover the fine, damages, or expenses, the Representative agrees to pay the shortfall of the full amount of the fine, damages or expenses within 30 (thirty) days from the day after the receipt of written notice from TCEB.

TCEB shall refund all the remaining amount of the Service fee after being deducted to pay fine, damages or expenses to the Representative.

Clause 8. CANCELLATION OR REDUCTION OF FINE, OR EXTENSION OF WORK PERIOD ACCORDING TO THE AGREEMENT

In the event that there is a cause caused by the fault or defect of TCEB, or force majeure, or caused by any circumstances that the Representative is not liable under the law, or any other cause as specified in the ministerial regulations issued under the laws on Government Procurement and Supplies Management causing the Representative to not be able to complete the Work according to the conditions and schedule of this Agreement, the Representative shall inform TCEB of such circumstances with evidence in writing for the purpose of cancelling or reducing the fine or extension of the Work period within 15 (fifteen) days from the day after such cause has ended or as prescribed in the said ministerial regulations, as the case may be.

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If the Representative fails to comply with the first paragraph, it shall be deemed that the Representative has waived the right to claim or reduce the fines or extend the working hours without any conditions at all, except in the case of the default or the defect caused by TCEB, with clear evidence, or in which TCEB already knows from the beginning.

Cancellation or reduction of fines or extend the working period under the first paragraph is in the discretion of TCEB to consider as appropriate.

Clause 9. ACCEPTANCE OF THE WORK

At the time the Representative prepares or is working on the Work under this Agreement, the Inspection Committee or the representative of TCEB has the right to enter the Work examination at any time. The Representative and staff and personnel of the Representative shall provide cooperation, convenience and reasonable assistance.

The fact that there is the Inspection Committee or the representative of TCEB does not release the Representative free from any liability under any provision of this Agreement.

TCEB or the Inspection Committee, or the representative of TCEB has the right to inspect and control the Work to be in according to in the Agreement and the Appendix attached to this Agreement with the right to order any work relating to this work and the Representative shall comply with that order in all respects

The Work under this Agreement, including any orders made by TCEB or the Inspection Committee or TCEB's representative relating to the Work under this Agreement, shall not cause the relationship between TCEB and the Representative, or between TCEB and staff or personnel of the Representative, to become an employee of the government or a relationship as an employee of an employer under labor law or state enterprise labor law or labor protection law in any way.

Determining whether the Work done by the Representative is completed according to the Agreement or the intention of TCEB or not, or which case is considered an act of force majeure or any reason due to the fault or defect of TCEB, or what kind of circumstances that the Representative is not liable under the law, including the event that there is a problem with the interpretation of this Agreement or relating to any matter arising under or in connection with this Agreement, regardless of whether the problem arises during operations or after the Work period under this Agreement ends or after the Representative abandons works, the Representative agrees to decisively accept the decision of TCEB and the Representative agrees to be bound by the results of that decision in all respects.

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When TCEB has inspected and accepted the delivered the Work and deem that such work is correct and complete according to the Agreement, TCEB will issue proof of acceptance in writing for the Representative to be used as evidence for requesting the Service fee of such hired work.

If the result of the inspection turnout that the Work delivered by the Representative does not conform with the Agreement, TCEB has the rights to reject such the Project. In this case, the Representative shall correct the Work to be in accordance with the Agreement at its own expenses. And the time that is wasted because of the above reasons, the Representative cannot refer to it as the reason for requesting to extend the delivery period according to the Agreement or to cancel or reduce the fines.

Clause 10. MODIFICATION OF WORK AND AGREEMENT RENEWAL

The Representative certifies that it has thoroughly examined and understood the details of the Work already. If it appears that the details of the Work are incorrect or deviate from the professional and technical principles, the Representative agrees to comply with the decision of TCEB, the Inspection Committee, in order to complete the work. Such decision shall be deemed final. The Representative cannot claim for more the Service fee, damages, or any other expenses from TCEB, nor request extension of the Agreement period.

The Representative agrees that TCEB has the rights to change, add or reduce work specified in this Agreement without termination of this Agreement. However, if the change, addition or reduction, including addition or reduction of the Service fee under this Agreement, both parties shall agree in details in writing afterward.

Clause 11. SUB-CONTRACTING

The Representative has not right to sub-contract the Work under this Agreement, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub-contracting of TCEB does not release the Representative from liability or obligation under this Agreement and the Representative shall be liable for the fault and negligence of the Sub-contractor or the Sub-contractor's representatives or employees in all respect.

In case that the Representative has partially sub-contracted in violation of the provisions of the first paragraph, the Representative shall pay fine to TCEB at the rate of 10 % (ten percentage) of the amount of the sub-contracted works, without prejudice to TCEB's right to terminate this Agreement.

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Clause 12. TRANSFER OF THE RIGHT UNDER THE AGREEMENT

The Representative shall not transfer any rights or benefits under this Agreement to others without prior consent from TCEB, except for the transfer of the right to receive the Service fee under this Agreement.

Clause 13. TEMPORARY SUSPENSION AND AGREEMENT TERMINATION

13.1 TCEB has the right to terminate this Agreement in the following cases:

If the Representative does not work within the prescribed period or is unable to complete the Work on schedule or causes TCEB to believe that the Representative is unable to complete the Work on time or completion period already passed or become a person who has been insolvent or becomes bankrupt or commits fraud or neglect to comply with the order of the Inspection Committee, TCEB has the right to terminate this Agreement immediately and has the right to hire a new Agreementor to complete the Representative's works. Exercising the right to terminate the Agreement shall not prejudice the right to claim for damages of TCEB. the Representative shall be responsible for damages that are in excess of the amount of performance security and damages incurred, including the increase in the Service fee due to hiring other people to perform the followings, TCEB has the right to suspend the payment of the Service fee that must be paid for the Work that have been carried out as guarantee of payment of damages, or TCEB may deduct from any amount to be paid to the Representative.

Failure to exercise the right to terminate the Agreement mentioned above by TCEB does not release the Representative from contractual liability.

Termination of the Agreement under Clause 13.1, TCEB has the right to forfeit or enforce repayment from performance security and retention, in whole or in part, and shall have the right to claim for other damages (if any) from the Representative.

13.2 TCEB may serve the written notice to the Representative at any time that TCEB intends to temporarily suspend the Work of the Representative, whether in whole or in part, or to terminate the Agreement. In the event that TCEB intends to terminate the Agreement, such termination of the Agreement shall take effect at least 7 (seven) days after the date the Representative has received the written notice, or may be earlier or later than that period, depending on the agreement of the Parties. Upon receiving such the written notice, the Representative shall stop working immediately. The Representative has no right to receive payment of the Service fee during the temporarily suspension, and take every action to minimize any costs that may be incurred during the suspension.

In the case of temporary suspension of work under Clause 13.2, TCEB will pay the necessary expenses to the Representative as TCEB deems appropriate.

In the event that the Agreement is terminated under Clause 13.2, TCEB will pay the fair and appropriate of the Service fee specified in Term of payment of Appendix 1 TOR attached this Agreement to the Representative, calculated from the date of operation until the date of termination. In addition, TCEB will return performance Security, as well as compensation for travelling costs and expenses that have been appropriately and actually advanced, which TCEB has not paid to the Representative as well. However, all compensation and payment already paid shall not exceed the Service fee under Clause 4.

Clause 14. Stamp duty

The Representative has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, Stamp duty charges for services in the amount of 1 baht of every 1,000 baht or fraction of 1,000 baht of the Service fee prescribed or part thereof.

Clause 15. Copyright

The Copyright of all documents prepared by the Agreement or in connection with the Agreement rests with TCEB. All documents prepared by the Agreement or in connection with the Agreement shall be confidential and shall be the property of TCEB. The Agreement or shall deliver all these documents to TCEB upon the completion of the Agreement. The Agreement or may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Work without the prior written approval of TCEB.

Clause 16. Governing Law

The Agreement shall be construed according to the Law of Kingdom Thailand. Each party shall have the right to institute suit against the other in the Civil Court in Bangkok, Thailand.

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This Agreement is made in duplicate. The parties hereto, each retaining one copy, have read and fully understand the contents therein, and accordingly sign their names and affix their seal (if any) in the presence of witnesses.

Signed:  TCEB

(by Mr. Chiruit Isarangkun Na Ayuthaya)

The authorized person

Thailand Convention & Exhibition Bureau

(Public Organization)

Signed:  Witness
Ms. Uraikul Yarangsee
(~~Senior Manager~~)
Legal and Good Governance Section

Thailand Convention & Exhibition Bureau

(Public Organization)

Signed:  Representative

(by Ms. Nicole Tingey)

The authorized person

Clockwise Consulting PTY LTD

Signed:  Witness
(~~PAUL MARTINUCCI~~)

Clockwise Consulting PTY LTD



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Appendix 1



Terms of Reference For The Specific Procurement Method

1. Name of the Project

1.1 Project: Strengthening Thailand's Competitive Advantage in Overseas Markets, Overseas Marketing Representatives

1.2 Activity: Australia Representative Employment for Meetings and Incentives Department, Thailand Convention & Exhibition Bureau (TCEB)

2. Budget

Amount of AUD 120,000 (Thailand's VAT included) equivalent to THB 3,000,000 (estimated exchange rate: AUD 1 = THB 25)

3. Background of the Project

As one of the most important markets of meetings and incentives industry with a significant number of outbound travelers generating revenues for its destinations, Australia needs to be targeted as Thailand's source market for meetings and incentives travelers. Representative in Australia, called contractor in this Terms of Reference, will promote Thailand as a destination and provide market update for Thailand Convention and Exhibition Bureau (TCEB).

4. Objectives of the Project

The contractor will promote, develop and establish Thailand as an Asia' premier business events for Meetings and Incentives (MI) destination in Australia and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking and promotion with media, corporate clients, intermediaries as well as MICE suppliers.

5. Scope of Work

5.1 Assist and support TCEB to plan and enhance the marketing strategies and implement activity programs by arranging and participating in destination promotion such as trade show, road show, familiarization trip, sales mission/corporate function, annual meeting and other activities determined by TCEB within the time period specified.

5.2 Establish a close working relationships with airlines, tour operators, travel agents and other industry partners including Team Thailand in order to do a joint promotion on Thailand and encourage them to become more actively involved in promoting Thailand as MICE destination to their clients.

5.3 Encourage the Meetings and Incentives organizers or any special MICE groups to choose Thailand as the destination and generate MICE visitors to Thailand.

5.4 Maintain and strengthen the current database and build up the new customer targets and update the progress to TCEB.

5.5 Create awareness of Thailand and TCEB through communication, networking activities and promotion.

5.6 Coordinate and supply information to buyers and target groups. Also act as TCEB's one stop information center for MICE industry in Australia.

5.7 Submit monthly, quarterly and annual report to TCEB as agreed in order to update TCEB about sales & marketing activities and market intelligence & analysis.

5.8 To strengthen and expand Thailand's MICE industry in Australia, the contractor shall support TCEB in organizing the special marketing activities as which fall outside of the Scope of Works and upon TCEB's requests. The roles and responsibilities shall be discussed and agreed with team for case by case. The cost of these activity conducts will be an additional charge which the contractor needs to receive an approval from TCEB prior organizing the missions.

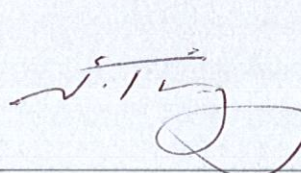
6. Qualifications of the Contractor

Section 64: Subject to section 51 and section 52, a person who intends to tender a proposal in procurement with a State agency must at least have the qualifications and must not be under prohibitions, as follows:

- (1) Having legal capacity;
- (2) Not being a bankrupt;
- (3) Not being under dissolution of business;
- (4) Not being a person under suspension from tendering proposals or making contracts with State agencies under section 106 paragraph three;
- (5) Not being a person whose name is in a circulated list of persons abandoning work of State agencies under section 109;
- (6) Having other qualifications or being under other prohibitions as prescribed by the Policy Commission as published in the Government Gazette, shall be as determined by the Comptroller General's Department;

7. Duration of the Project

From October 1, 2021 to September 30, 2022



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8. Delivery of work

The contractor must deliver the work to TCEB and the work must be approved by the Inspection Committee within the specified period as follows:

8.1 To appraise the monthly performance of contractor for retainer payment approval, contractor is required to submit reports which indicate the details of the executed activities as described in Scope of Work, competitive analysis, MICE industry trend and information update that are beneficial to TCEB.

8.2 The contractor must abide by the report template which advised by TCEB. The report must be submitted as per following timelines;

- Monthly Report – every 25th of each month
- Quarterly Report – at the end of each quarter
- Annual Report – at the end of September

8.3 Formal performance reviews shall be held yearly by TCEB as per agreed Key Performance Indicators (KPIs).

9. Payment terms

TCEB shall pay contractor for the provision of the services a total of AUD 120,000 (Thailand's VAT included). During the 12-month period from October 1, 2021 to September 30, 2022, the payment of AUD 10,000 (Thailand's VAT included) will be made every month after the Monthly Report is submitted and approved by the Inspection Committee.

10. Performance security


The contractor has to provide a performance security in the amount of 5% of the purchase or contract price to TCEB. The Security will be returned to contractor once the contract is officially completed, whereas the Security will be confiscated when contractor reneges on the contract without proper acknowledgement to TCEB.

11. Stamp duty

The contractor has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, Stamp duty charges for services in the amount of 1 baht of every 1,000 baht or a fraction of 1,000 baht of the remuneration prescribed or part thereof.

12. Penalty fee

TCEB stipulates conditions in the event that the contractor is unable to deliver the work within the time specified in the scope of work, on a daily basis at the rate of 0.1 percent of the value of the undelivered work, but not less than 100 baht per day.



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13. Cancellation

TCEB reserves the right to cancel the procurement, employment or contract in the event that it is determined that the most or almost of the contractor's work under the scope of work has been delayed and causes damage, the acceptance of such work is useless, the lack of ability to perform tasks in accordance with the scope of work or the contract for quality and completion as scheduled. TCEB will not be responsible for any expenses incurred to the contractor and if such circumstances cause TCEB damage, the contractor must be responsible and compensate for the damage caused to TCEB also, without any conditions at all.

14. Ownership of data and documents

14.1 Documents/data/workpieces/databases and/or software and anything else that results from the implementation of this project, all work that has been performed, including those that have been delivered and that have not been delivered, shall be the property of TCEB by law, which the contractor must deliver to the TCEB and TCEB has the right to take part or all of the work to be published or reproduced by itself or allow others to publish or reproduce.

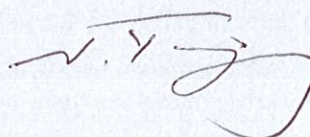
14.2 All information (including the names of any potential clients of TCEB) obtained or provided by contractor in the provision of the services shall be the property of TCEB.

14.3 Contractor must take such steps as are necessary to ensure that such information is not disclosed (whether intentionally or unintentionally) without TCEB prior approval in writing to any person other than TCEB unless disclosure is required by law and do not use any such information for any purpose other than for the purpose of performing the services.

14.4 Upon the termination of agreement for any cause, contractor must promptly return the confidential information to TCEB or otherwise dispose of as TCEB may instruct, all confidential information which is the property of TCEB which contractor may have in its possession or in its control.

15. Disclaimer

TCEB reserves the right not to hire the contractor, if it appears that the submission of the proposal does not meet the criteria or conditions specified, or TCEB considers that the employment of such selected person will not be beneficial to TCEB as it should. The expenses of the proposer arising from the selection process for the price examination shall be the burden of the proposer, and the proposer has no right to claim any damages from TCEB.



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16. Sub-contracting

The contractor has not right to sub-contract the works under this contract, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub-contracting from TCEB does not release the contractor from liability or obligation under this contract and the contractor shall be liable for the fault and negligence of the sub-contractor or the sub-contractor's representatives or employees in all respect.

In case that the contractor has partially sub-contracted in violation of the provisions of the first paragraph, the contractor shall pay fine to TCEB at the rate of 10 percent of the amount of the sub-contracted works, without prejudice to TCEB's right to terminate this contract.

Remarks :

1. The decision of TCEB is deemed to be final. The proposers who have not been selected shall accept and shall not dispute the decision of TCEB in any case at all.

2. TCEB reserves the right not to choose the lowest proposer, but it will consider from the criteria used in the overall selection process.

3. The selected proposer must work along with TCEB. Any decision-making must be obtained the prior consent from TCEB.

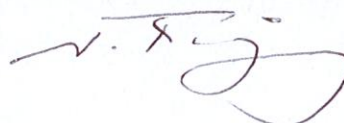
4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decision.

5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected proposer.

6. The contract or the written agreement for this procurement will be signed only once the Annual Expenditure Act of the Fiscal Year of B.E. 2565 (2022) is in effect and the budget allocation from the Budget Bureau is completed. In case there is no such budget allocation to TCEB for the procurement, TCEB is able to cancel the procurement.

For more information, please contact :

Miss Supanich Thiansing
Senior Manager, Meetings and Incentives Department
Email: Supanich_T@TCEB.or.th
Telephone 02 694 6000 ext. 6016



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**PROPOSAL TO REPRESENT THE THAILAND CONVENTION & EXHIBITION BUREAU
IN AUSTRALIA AND NEW ZEALAND – 2022**

CORE RESPONSIBILITIES – BUSINESS DEVELOPMENT, MARKETING, PUBLIC RELATIONS,
NETWORKING & PROMOTIONS OF THAILAND AS A MEETING & INCENTIVE DESTINATION – ONE
STOP SHOP FOR ALL INQUIRIES FROM AUSTRALIA & NEW ZEALAND ORGANISATIONS

MICE TARGET MARKET – PREMIUM INCENTIVE GROUPS AND CORPORATE MEETINGS

Introduction

Led by Jakki Govan and Nicole Tingey, the team at Clockwise Consulting are commercially astute, with strong business acumen and the skills to increase market presence, drive enquiries and channel growth while significantly enhancing brand value. With an innovative approach to business development, we are experienced in working with business tourism destinations and product that are highly desirable but challenging to promote in the current environment.

To date we have forged positive and productive internal relationships with the TCEB team and the broader Team Thailand in Australia. In conjunction with the successful management of external client relationships, this is paramount to the positive results we intend to continue delivering through FY2022.

The team at Clockwise Consulting bring to you an extensive and exclusive network of relationships. With effective stakeholder management and strategic relationship development skills, we will ensure TCEB enjoys unique PR, marketing and promotional opportunities not afforded to its competitor destinations. TCEB's constant market presence in Australia and New Zealand throughout the pandemic will ensure it regains ground as a top outbound destination for Business Events.

Clockwise Consulting are members of the following organisations and affords member benefits to TCEB – Direct Selling Australia (DSA), Meeting & Events Australia (MEA), Australian Marketing Institute (AMI), Society of Incentive Travel Excellence (SITE) Aus/NZ chapter.

Situation Analysis to Inform Planning

We find ourselves in unprecedented times due to the Covid-19 pandemic. Australia & New Zealand's borders are still closed to both inbound & outbound travel, and at the time of writing domestic travel is still restricted between major cities and states in Australia. International travel is expected to re-commence from mid-2022 onward.



As a result, Australian & NZ Event Organisers will be seeking to book their future events in those countries considered 'safe'. This means control over the spread of Covid-19 and effective, ongoing government health & safety measures that will assist in the protection of international delegates. This is front of mind now when planning for the future. Key to this knowledge is effective engagement with and communication to Australian and New Zealand-based Event Planners. And balanced with this is the need for a long-term view and strategy that looks beyond the immediate situation and draws on the benefits Thailand & TCEB have to offer as a key Business Event destination for future events.

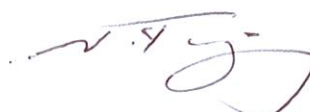
While in 2021 Australia has struggled with continued domestic and international border closures, we remain robust economically. According to AUSTRADE, the Australian economy is set to become the world's 12th largest economy, up two places since 2019 according to the international monetary fund. Australia's GDP will be around A\$2 trillion (US\$1.6 trillion). Australia is home to just 0.3% of the world's population but accounts for 1.7% of global economy. In financial terms, Australia remains rock-solid. The Australian public sector debt ratio will be 54% of GDP by the end of 2022. On current forecasts, this is well below the 94% average forecast for advanced economies. For MI, the implications are that Australian-based companies will have the desire to meet, engage, educate & grow and also have money to spend on incentive rewards.

Recommended Marketing Strategies and Destination Promotion

Clockwise Objectives: Deliver a 12-month marketing plan to include trade events, relationship development, collaboration with suppliers and partners, PR & media engagement and networking opportunities to grow business and position Thailand as a key MI destination for 2022 and beyond.

We recognise that the current situation requires a change in focus, target markets, industries, and strategy in some instances. Our key objectives will be to deliver **education** resulting in **confidence** in Thailand as a business events destination. To use unique and creative ways to keep **Thailand front-of-mind** at a time when our event planners have a strong focus on domestic destinations. And to focus on and increase the database of **corporate buyers** (end users) alongside our realignment of focus industries.

See below our recommendations with timing, cost and KPI's available on the attached schedule.



MICE TRADE EVENTS

Professional Conference Organisers Association (PCOA) National Conference

Conference objectives are knowledge sharing, networking and professional development for members. Having attended as both as an exhibitor and a delegate previously on behalf of TCEB, we recommend attending this event once again as a delegate and 'working the floor' (not exhibiting at the event). This show is all about relationships – an area that the Clockwise team excel in - to allow us to directly engage with conference delegates in a face-to-face capacity after limitations on engagement throughout the past 18 months. TCEB's membership provides a reduced registration fee and provides ongoing marketing opportunities throughout the year. Recommendation is for MI & C departments to share this event.

Target – Agencies and Corporate Meeting Planners

KPI – 10 contacts to follow up for business leads

Society for Incentive Travel Excellence Aus/NZ Conference

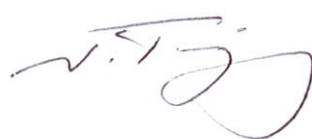
The SITE Australia & New Zealand Chapter was formed in late 2018 and currently has 44 active members plus a larger distribution list of Incentive buyers and non-member attendance at events. Due to the population size, our local chapter is focussed on quality members who are predominantly practitioners (currently 90%), rather than a high number of members.

The inaugural SITE Australia/New Zealand Conference "Future inSITE" is scheduled to be an in-person, one-day conference in Sydney in Nov 2021. The Future InSITE event is designed for 100-150 attendees from Australia and New Zealand with targeted delegates including Heads of government, Infrastructure management, Key industry stakeholders, Business Events Bureaus, Industry Suppliers, and Industry Practitioners being Incentive House, Incentive Travel & Incentive Marketers.

SITE is keen to have TCEB as a sponsor, which would provide TCEB and Thailand with significant brand & destination exposure amongst local buyers. Sponsorship would also provide TCEB with a strategic alignment with SITE Australia / NZ during the early stages of its development and at a time when support is of high importance to our industry. The sponsorship prospectus will be released over the next 2 weeks.

Target – Incentive Planners

KPI = 15 contacts to follow up for business leads plus brand and destination exposure



TARGET CORPORATE COMPANIES (end users)

Direct Selling Australia Conference (or alternative industry body)

Direct Selling Australia (DSA) is the industry association for direct selling in Australian retail for more than 50 years. They represent and support organisations that manufacture and distribute goods and services sold directly to consumers. Around 60 organisations in Australia & NZ are members – including many well-known brands. Clockwise Consulting is a Supplier Member of DSA. One of the benefits of membership is the opportunity to attend the DSA Annual Conference. Attending on behalf of TCEB allows us to target members who hold an international event (predominantly sales incentive reward trip) for their Australian salespeople. Members who have held an event in Thailand or elsewhere in SE Asia include ACN Pacific, Amway Australia, Arbonne, Enjo, Herbalife, Isagenix, Jeunesse, LeReve, Mary Kay, Modere, Nu Skin, Nutrimetics, PartyLite, Plexus and Sunrider.

Target – Direct Corporate / Direct Selling Companies
KPI - 20 corporate contacts

INDUSTRY COLLABORATION

GSO Partner Collaboration - Lunch & Learn Sessions *NEW FORMAT*

TCEB has long enjoyed very productive relationships with Australian & NZ-based GSO's. We recommend conducting in-person (or hybrid small-group training sessions NZ) in capital cities. Hotel GSO partner to contribute new contacts to guest list and giveaway item.

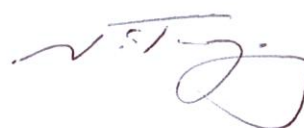
To promote some of the experiences available to MI groups in Thailand, using Thailand's 'MICE 7 Themes' as the basis, we will include an immersive experience via the selected venue such as a restaurant featuring 'farm to table' ethos reflecting TCEB's sustainability focus, or artistic venue such as a gallery reflecting Thailand's wonderful culture, while also educating buyers on Health & Safety certifications & TCEB campaign support available to MI groups.

Target – Agencies and Corporate Meeting Planners
KPI - 16 buyers to attend

Sales Calls with Thai Private Sector

To provide engagement opportunities for Thailand-based suppliers, we propose to include them in a series of sales calls in 2022. This can be run as a fully virtual or hybrid activity.

The format is to identify specific leads where conversion will be assisted by direct engagement with relevant suppliers in Thailand. This would consist of a sales call where the relevant



suppliers are invited to participate in the call via Zoom and the meeting would be curated and supported by TCEB Representative (either in-person or remotely).

Target: Schedule 3 agency updates or sales calls where there is a lead, and where it is desirable for Thai Private Sector to participate

KPI: A minimum of 3 Thailand-based suppliers to participate in group agency updates or sales calls

Thailand Virtual Fam

We propose to organise a 'Virtual Famil' for Australian-based Incentive buyers. The objective of the Fam is to excite & entice Incentive buyers to consider Thailand as their first Asian destination for group travel once international borders re-open. We know from constant interaction with buyers in Australia that while they're not yet signing contracts, many have started to research potential options for their groups to travel overseas from late 2022 and beyond. And that international travel is still the #1 preference for incentive reward winners.

Incentive planners are looking for safe options, and to engage with operators who will understand their changing needs while still assisting them to deliver a unique program. We propose to provide the Fam attendees with an experience that is as close to the 'real deal' as possible, so they can experience first-hand some of the enticing product on offer in Thailand and importantly, engage directly with the MI industry people in Thailand who will create confidence.

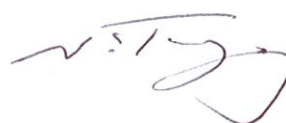
The Hybrid Fam will take place in Sydney, Australia with buyers flying up from Melbourne to participate. The live component will be supported by a hotel partner to provide the venue. The program will include both pre-recorded content and live cross-over to Thailand for virtual experiences including venue sites, cooking class and experiences.

Target – Incentive Agencies and Corporate Meeting Planners

KPI - 10 contacts to follow up for business leads

MEDIA

We strongly recommend TCEB continues to invest in media campaigns to support our activities in Australia. Our relationships with Australian based MICE and corporate media will ensure TCEB not only receive excellent advertising rates allowing for a high return on investment, but extensive coverage and PR benefits beyond that of the media spend. Paid media is also



essential to continuing support of our marketing activities such as publication of media releases and participation in roadshows and famils.

Micenet Campaign

BT Publishing (BTP) is an Australian Business Tourism industry publisher with a portfolio of magazines, websites and e newsletters to facilitate advertising, destination and property education, qualifying of buyers for famils and more. BTP was established in 2000 and is owned and operated by experienced tourism industry professionals. BTP's publication Micenet provides news, announcements and opinions, facts and comments, inspiration and ideas via social, electronic and print media channels to ensure maximum ROI.

In 2022 we recommend running a digital campaign with Micenet. This would include engaging our Australian copywriter to develop copy tailored to this market, or we can collaborate with TCEB Marketing Support & Development Section to plan & develop content.

KPI – Reporting analytics to include data on the campaign including reach, pageviews and CTRs

Manage and develop a data base

Clockwise will continue to strengthen and grow the TCEB data base by providing an increase in relevant MI contacts with potential to take their event to Thailand. This is more important than ever as we see continued and increased change to contacts.

Networking

We will continue to attend national and state-based networking events including MEA, PCMA, Executive Assistants Network, and hotel GSO events at little or no cost to TCEB.

Distribution of Information

We will continue to be the provider of up-to-date and relevant information to Australia's M² market, designed to positively influence their purchasing decision.

Retainer

To deliver the above, we invite you to consider the following:

Representation in the Australia & New Zealand markets as outlined in the scope of works:

AUD \$10,000 per month (includes GST & Thailand 7% VAT)

In recognition of the current economic environment there is no increase on the 2021 fee.

Any additional activity requested by TCEB would be charged in addition to the retainer, as agreed to and approved by TCEB in advance of incurring these costs.



Key deliverables and measurements

Based on the activities above, in conjunction with ongoing sales calls and local activity, we expect to deliver the following

New Group Leads: 50

Database: 150 – *importantly this includes a minimum of 50 new corporate companies on TCEB's database*

Additional Project Opportunities (requiring additional budget)

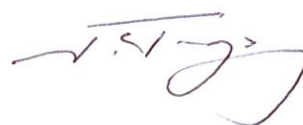
Asia Pacific Incentives Meetings Event (AIME) – is the leading trade event for the meetings and events industry in Australia. In 2022 AIME will be a hybrid event, where there will be a virtual AIME, running concurrently with the physical AIME event in Melbourne. We expect this to be our industries major launch event for international travel out of Australia & NZ and understand that some of Thailand's competitors in this market, being Korea, Japan & Indonesia will be exhibiting. We recommend having a physical presence (as TCEB Rep is based in Melbourne) with an option for Thai Private Sector to exhibit on the TCEB stand via their Australian-based representatives. Virtual exhibitor options are also available. There are multiple cost options for TCEB to exhibit, as per the prospectus and details provided separately.

We sincerely thank you for considering a continued contract with Clockwise Consulting for TCEB's representation in the Australia & New Zealand markets.

Yours sincerely



Nicole Tingey
+61 419 968 263



Appendix 3

Services by Clockwise Consulting

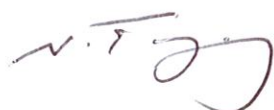
(Attached to Australia Representative Employment Agreement between TCEB and Representative dated 16th December, 2021)

This appendix is for representation services catering specifically to the geographical areas of Australia.

Clockwise Consulting ("Representative") will carry out the following functions on behalf of TCEB with a monthly retainer of fee, except where specified.

Destination Promotion

1. Establish and maintain contact with qualified international planners of corporate and incentive program that have the potential and the interest to send meeting and/or incentive groups to Thailand.
2. Develop, maintain and utilize a suitable MI database for marketing and attendance building activities.
3. Assist TCEB's plans and implement the programs of sales missions or road shows to Australia when needed. This includes but is not limited to making land arrangements for the events (on project basis).
4. Set up strategies for each sector of meeting and incentive travel business with action plans, execution, and evaluation. The set of strategies, action plans, execution and evaluation to be included in monthly report to be submitted to the Director of Meetings and Incentives Department and or the designated of TCEB.
5. Conduct attendance building activities, including advertising and direct-mailing exercises for promotion of specific meeting and incentive travel to be and being held in Thailand when needed.



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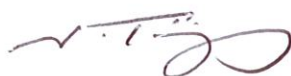
6. Implement approved destination MICE training program for agents and planners for meeting and incentive travel. This may include conducting destination and product seminars/workshops and practical assistance in itinerary planning.
7. Organize and coordinate familiarization trips for qualified buyers and media to Thailand when needed, including negotiating air travel arrangements with airline partners.
8. Act as the TCEB's one-stop information center for meeting and incentive industry, media, and the general public in Australia.
9. Provide TCEB with effective market research and intelligence related to MI market in Australia.

Public Relations / Communication

1. Create awareness of TCEB through the Representative's database and other PR / communication channels in Australia.
2. Circulate and distribute TCEB press releases through PR / communication channels in Australia, where possible.
3. Monitor TCEB news and prepare clipping report of all TCEB and local market meeting and incentive industry segments, if any.
4. Initiate, develop, implement and execute PR, Media and communication plan as approved by TCEB when needed.

Administration

1. Monitor and report on travel industry trends and developments that may affect demand for Thailand – noted that reports from the offices of Representative in Australia will be submitted monthly, quarterly and annually.



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The Monthly Report must be in writing with detailed activities undertaken during the preceding month. Reports must also be in a format approved by TCEB and be sent to TCEB by 25th of each month, in accordance with TCEB's requirements as follows, if any;

- a) Group movement/update
- b) Leads acquisition
- c) Sales call/visit
- d) Marketing activities
- e) Situation update / Market intelligence / Business outlook
- f) News clippings & PR pieces

The Quarterly Report must be accumulated the activities and market trends in the past three months and be sent to TCEB by the end of December, March, June and September, in accordance with TCEB's requirement as follows;

- a) KPI achievements (year-to-date) / Accomplishments
- b) MICE market overview and competitive analysis
- c) Challenges and difficulties, if any
- d) Marketing activities plans for next quarter

The Annual Report must be a summary of yearly activities and market overview in the past year and be sent to TCEB by the end of September in accordance with TCEB's requirement as follows, if any;

- a) Executive Summary
- b) One year summary on number of each sales call/visit, activity, group update and leads acquisition and number of visitors
- c) Highlighted marketing activities in past year
- d) One year summary on MICE intelligence update

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- e) One year overview on market opportunity identification and recommendation
 - f) Annual market analysis and future trend of Thailand as destination
2. Supervision the account and matters of TCEB shall be done by the respective head of the Australia offices.
 3. Assign at least one (1) dedicated staff in each country office to service the account and matters of TCEB and serve as the main contact and liaison for all day to day matters. Working hours of staff shall be Monday to Friday and at least 8 hours per day, starting from 9.00 am (inclusive of any lunch, morning or afternoon tea breaks as long as normal accepted) on working day. Representative is prepared to work any such additional hours as may be directed or as necessary to achieve the objectives under this Agreement.
 4. Monthly 1:1 conference call will be set up between TCEB and Representative for mutual update and discussion on issues that would affect the MICE marketing in Australia.
 5. Account and matters of TCEB will be designated with a separate incoming telephone number and all calls shall be answered as TCEB. There will also be appropriate signage at the office premises to show TCEB representation, separate stationery and business cards reflecting the TCEB identity as provided by Head Quarter.
 6. At least one (1) Representative staff shall visit TCEB at least once a year, upon TCEB's direction, to obtain an update on the developments. This may coincide with trade familiarization trip and/or annual meeting organized by TCEB.



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Appendix 4

Reimbursement of Expenses

(Attached to Australia Representative Employment Agreement between TCEB and Representative dated 16th December, 2021)

The following procedures are set primarily for reimbursement of expenses of Representative in carrying out the services on behalf of TCEB with a monthly retainer or fee, except where specified.

Reimbursement of expenses

1. In case there are bank charges associated to the payment, it is agreed that TCEB shall be responsible only for the remitting bank's charges and Representative shall bear the rest of the charges.
2. It is agreed that all expenses claimed by Representative for reimbursement must be in accordance with annual representative marketing plan and budget which are approved in writing by TCEB. Activity and budget or estimated cost to be conducted by Representative must be pre-specified under Project Control Sheet and Travel Request and submitted in advance to TCEB for acknowledgement and approval for a period not less than one (1) month prior to project/activity commencement, if possible.
3. Travel Request must contain clear details of expense breakdown for traveling purpose of each particular e.g. meals, lodging/accommodation, local transportation, telephone, internet, entertainment, and other relevant expenses incurred related to the activity.
4. Reimbursement of pre-approved expenses will be in accordance with complete official receipts underlying all expenses and details of each under each particular provided


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regarding date, amount paid, currency, and brief description of such expenses. The amount claimed shall not exceed pre-approved amount per Travel Request.

5. TCEB reserves the right to verify such expenses claimed and/or request for additional documents or clarification upon disbursement of the expenses.

Marketing Activities

No.	Marketing Activities
1.	PCOA Conference
2.	SITE Collaboration
3.	Corporate Industry Conference
4.	Activity with MICE Industry Partners
5.	Advertorial
6.	Miscellaneous and Entertainment



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Appendix 5

Representative KPIs FY2022

(Attached to Australia Representative Employment Agreement between TCEB and Representative dated 16th December, 2021)

Market/Area: Australia

Contract Period: October 1, 2021 to September 30, 2022 (12 months)

Performance Evaluation

Key Performance Indicators (KPIs) are based on the followings;

1. Generate at least 50 new leads which have potential to choose Thailand as a meeting & incentive destination.
2. Establish new database of 150 contacts on new prospects and clients and maintain accuracy of databases. The database information must be reported to TCEB head office on a quarterly basis.
3. Generate at least 20 key M&I customer profiles to be reported to TCEB.
4. Provide situation updates, market intelligence and outlook to report to TCEB at least every month, an estimated 12 reports over the 12-month period.
5. Monthly Report to be submitted to the head office of TCEB by 25th of each month, in accordance with TCEB requirements
6. Quarterly Report to be submitted to the head office of TCEB at the end of every quarter (fiscal quarters end in December, March, June and September), in accordance with TCEB's requirement.
7. Annual Report to be submitted to the TCEB head office at the end of fiscal year by the 30th of September, in accordance with TCEB requirements.
8. Disseminate media coverage or news articles as approved or requested by the TCEB head office and stay current on TCEB engagement pieces.

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Appendix 6

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Quotation

Date: 22 September 2021

Recipient: Thailand Convention & Exhibition Bureau (Public Organization)
Siam Piwat Tower Building,
25th & 26th Floor, Unit A2, B1 and B2
989 Rama 1 Road, Pathumwan,
Bangkok, 10330, Thailand

Clockwise Consulting
PO Box 322
Flemington
Vic 3031
Australia

Project Name: Strengthening Thailand's Competitive Advantage in Overseas
Markets, Overseas Marketing Representatives

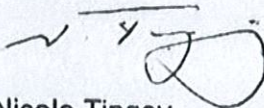
Activity Name: Australia Representative Employment for Meetings and Incentives
Department, Thailand Convention & Exhibition Bureau (TCEB)

Retainer fee

AUD \$10,000 - Retainer fee per month

AUD \$120,000 - Total retainer fee for 12 months (October 2021 – September 2022)
Inclusive of Thailand's Vat

Signature



Nicole Tingey
Director
Clockwise Consulting

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ABN:
42 154 012 215

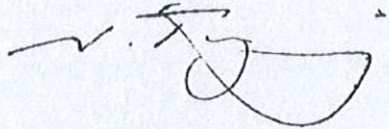
614 66547324
clockwiseconsulting.com.au
ABN 42 154 012 215

PO Box 322
Flemington VIC 3031
AUSTRALIA

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ABN:
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Appendix 7



Certificate of Registration of a Company

This is to certify that

CLOCKWISE CONSULTING PTY LTD

Australian Company Number 617 150 704

is a registered company under the Corporations Act 2001 and
is taken to be registered in Victoria.

The company **is limited by shares.**

The company is a **proprietary** company.

The day of commencement of registration is
the second day of February 2017.



ASIC

Australian Securities & Investments Commission

Issued by the
Australian Securities and Investments Commission
on this second day of February, 2017.



Greg Medcraft
Chairman

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ABN:
42 154 012 215



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Summary of details from the Australian Business Register

ABN details downloaded on: 23 October 2020 04:34:29 PM

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ABN:
42 154 012 215

Client Data

ABN	42154012215
StatusCode	Active
EffectiveFromDate	02/02/2017
EntityTypeDescription	Fixed Unit Trust
OrganisationName	The Trustee for Clockwise Unit Trust

Address

Main Business Address

InputAddressLine1	33 MIDDLE ST
InputAddressLine2	
InputSuburbPlaceLocality	ASCOT VALE
InputStateCd	VIC
InputPostcode	3032
InputCountryCd	AUS
EmailAddress	nicole@clockwiseconsulting.com.au
PhoneAreaCd	0419
PhoneNumber	968263
MainActivityDescn	Tourism development consulting

Postal Address

InputAddressLine1	PO Box 322
InputAddressLine2	
InputSuburbPlaceLocality	FLEMINGTON
InputStateCd	VIC
InputPostcode	3031
InputCountryCd	AUS
EmailAddress	ntingey@hotmail.com.au
PhoneAreaCd	
PhoneNumber	

Associates

Associate Organisation (List)

Associate #	1 of 1
LegalName	CLOCKWISE CONSULTING PTY LTD
EffectiveFromDate	02/02/2017
PositionHeld (List)	
PositionHeldDescription	Trustee
EffectiveFromDate	02/02/2017

Contacts

GivenName	Simon
FamilyName	Etheridge
ContactDescription	Tax Agent
EmailAddress	simon@bellpartnership.com.au
MobilePhone	
BusinessPhone	0396459777
AfterHoursPhone	

GivenName

Nicole

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ABN:
42 154 012 215

FamilyName
ContactDescription
EmailAddress
MobilePhone
BusinessPhone
AfterHoursPhone

Tingey
Director of Trustee

0419968263

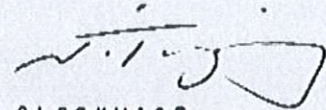
Tax Roles

GST

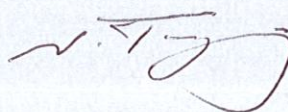
EffectiveFromDate

02/02/2017

<<END OF ABN DETAILS>>



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42 154 012 215



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ASIC

Australian Securities & Investments Commission

Current Company Extract

N. Tingey

Name: CLOCKWISE CONSULTING PTY LTD

ACN: 617 150 704

Date/Time: 22 November 2021 AEST 12:41:12 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

N. Tingey

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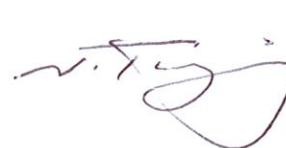
Organisation Details	Document Number
Current Organisation Details	
Name: CLOCKWISE CONSULTING PTY LTD	5E4274281
ACN: 617 150 704	
Registered in: Victoria	
Registration date: 02/02/2017	
Next review date: 02/02/2022	
Name start date: 02/02/2017	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: 49 Chetwynd Street, NORTH MELBOURNE VIC 3051	0EDL74124
Start date: 10/10/2018	
Principal Place Of Business address: 49 Chetwynd Street, NORTH MELBOURNE VIC 3051	5E4274281
Start date: 02/02/2017	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
Current
Address: LOCKED BAG 1234, NORTH MELBOURNE VIC 3051
Start date: 03/10/2018

Officeholders and Other Roles	Document Number
Director	
Name: JACQUELINE HEATHER GOVAN	5E4274281
Address: 66 Yacca Road, SEACLIFF SA 5049	
Born: 06/02/1965, LAUNCESTON, TAS	
Appointment date: 02/02/2017	
Name: NICOLE TINGEY	0EDL79513
Address: 33 Middle Street, ASCOT VALE VIC 3032	
Born: 08/07/1968, ADELAIDE, SA	
Appointment date: 02/02/2017	

Share Information
Share Structure



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CONSULTING
ABN:
42 154 012 215
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This document is valid for all countries
where entrance is needed (subject to a visa,
passport or other entry requirements of each country)



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Name / Address

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Date of birth: 10/01/1966
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Date of entry / Date of publication
2024

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Type / Type
P Code of issuing / Code de l'émission
AUS State / État

Name / Nom
MARTINUCCI
PAUL
Nationality / Nationalité
AUSTRALIAN
Date of birth / Date de naissance
31 JAN 1969
Sex / Sexe
M
Date of issue / Date de délivrance
06 FEB 2015
Date of expiry / Date d'expiration
06 FEB 2025
Authority / Autorité
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Place of birth / Lieu de naissance
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20 October 2021

Mr. Chiruit Isarangkun Na Ayuthaya
President of Thailand Convention & Exhibition Bureau (Public Organization)
Siam Piwat Tower Building,
25th & 26th Floor,
989 Rama 1 Road, Pathumwan,
Bangkok, 10330, Thailand

Request to use Performance Security of 2021 for 2022

Dear Mr. Isarangkun Na Ayuthaya,

Reference is made to 2021 TCEB Overseas Representative Agreement No. 63-103 dated 20th December 2020 between Thailand Convention & Exhibition Bureau (TCEB) and Clockwise Consulting. Clockwise Consulting pledges the amount of AUD \$6,000 for the purpose of performance security.

Clockwise Consulting would request your kind approval to use the said performance security of the above-mentioned Agreement for the renewal agreement of 2022.

Yours sincerely,



Nicole Tingey
Director
Clockwise Consulting



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CONSULTING
ABN:
42 154 012 215



Quotation

Date: 22 September 2021

Recipient: Thailand Convention & Exhibition Bureau (Public Organization)
Siam Piwat Tower Building,
25th & 26th Floor, Unit A2, B1 and B2
989 Rama 1 Road, Pathumwan,
Bangkok, 10330, Thailand

Clockwise Consulting
PO Box 322
Flemington
Vic 3031
Australia

Project Name: Strengthening Thailand's Competitive Advantage in Overseas
Markets, Overseas Marketing Representatives

Activity Name: Australia Representative Employment for Meetings and Incentives
Department, Thailand Convention & Exhibition Bureau (TCEB)

Retainer fee
AUD \$10,000 - Retainer fee per month
AUD \$120,000 - Total retainer fee for 12 months (October 2021 – September 2022)
Inclusive of Thailand's Vat

Signature

A handwritten signature in black ink, appearing to read "Nicole Tingey", with a large, stylized loop at the end.

Nicole Tingey
Director
Clockwise Consulting

A small, stylized handwritten signature in black ink, appearing to read "Nicole Tingey".

CLOCKWISE
CONSULTING
ABN:
42 154 012 215