

Japan Representative Employment Agreement

Agreement no. 64-111

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

Business Event Solutions & Travel Co., Ltd., company registration number is 0116-01-022086, which has registered as a juristic person at Japan, having its principal office located at 3-36-22-203, Takanodai, Nerima-ku, Tokyo, 177-0033, Japan, represented by the authorized person, Ms. Kumi Ikeda, who held the passport's number TR6034870, 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 to perform the service of Japan 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 including Appendix 1 Terms of Reference ("TOR"), Appendix 2 Business Event Solutions & Travel Co., Ltd.'s proposal, Appendix 3 Services by Business Event Solutions & Travel Co., 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.

Page 1 of 10

Thailand Convention & Exhibition Bureau (Public Organization)

Siam Piwat Tower Building, 25° & 26° Fl., 989 Rama 1 Road, Pathumwan, Bangkok 10330, Thailand อาการสอบเทิววรอน์ทาวเวอร์ ขึ้น 25 และ 26 เลชที 989 ถนนพระราม 1 แขวงปทมวัน บระปทมวัน กพ., 10330

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Legal

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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.
- 2.2 Appendix 2 Business Event Solutions & Travel Co., Ltd.'s proposal, all 7 (seven) pages.
- 2.3 Appendix 3 Services by Business Event Solutions & Travel Co., 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 Business Event Solutions & Travel Co., Ltd.'s Quotation, all 1 (one) page.
- 2.7 Appendix 7 Business Event Solutions & Travel Co., Ltd.'s corporate documents and passport, all 4 (four) 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, in the amount of JPY 270,000 (two hundred and seventy thousand Japanese Yen 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

Page 2 of 10

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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 JPY 5,400,000 (five million, four hundred thousand Japanese Yen only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative on a monthly basis at the amount of JPY 450,000 (four hundred and fifty thousand Japanese Yen 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).

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.

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.

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.

Page 3 of 10

Thailand Convention & Exhibition Bureau (Public Organization)

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> ビジネス イベント ルリレュータトラベル 株式会社



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 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.

Page 4 of 10

Thailand Convention & Exhibition Bureau (Public Organization)

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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.

Page 5 of 10







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 personel 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.

Page 6 of 10



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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 incorrect or deviate from the professional and technical principles, the Representative agrees to comply with the decision of TCEB, the Inspection Committee, in order the complete work. Such decision shall be deem final. The Representative cannot claim for more the Service fee, damages, or any other expenses from TCEB, nor request extention 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.

Page 7 of 10



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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. Execising 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

Page 8 of 10



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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 that 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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Page 9 of 10



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)
Thailand Convention & Exhibition Bureau
(Public Organization)

Signed Learn / Klada Representative

(by Ms. Kumi Ikeda) Business Event Solutions & Travel Co., Ltd.

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...Witness

Ms. Urailuk Yarangsee

(.....Senior Manager)

Legal and Good Governance Section

Thailand Convention & Exhibition Bureau
(Public Organization)

Signed: Witne

(Shigem Ikeda

Business Event Solutions & Travel Co., Ltd.

Page 10 of 10



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श्रिक्षणा-1

เสยประจำตัวผู้เสียกาซีอากร ₩ BUSINESS EVENT SOLUTION & TRAVEL CO., LTD

งคะเห็สายา

ได้ เพียงกากจะเพตงาน์ เป็นตัว เงินพ้ากรจับคราศกรดามนั้นเปิดัตรายกากจะเพตงาน์ ซึ่ง 🍕 स्ताससक्तास्थानः स्तीसीवश्चात स्वर्धे ः

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स्पत्रशिक्ष

(นายฤทธิ์ชัย ฤทธิเดช)

ผู้อานาสหร่าง
 เจ้าพนักงานสรรพากรปฏิบัติงาน

ใบสลักษฎีสตราสารที่สะสทุกรณ์ก็ต่อ เทือนทักสาน เล้าหน้าที่อากรแสตมป์บอสหน่วย เก็บมาซึ่งกากร देशूल वर्धुसारक्षण साधानुसा र बहुस हूस र तुस र हुसारा बुसारा र भू उ



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

2. Budget

Amount of JPY 5,400,000 (Thailand's VAT included) equivalent to THB 1,782,000 (estimated exchange rate: JPY 1 = THB 0.33)

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, Japan needs to be targeted as Thailand's source market for meetings and incentives travelers. Representative in Japan, 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 Japan 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 business lead for 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 Japan.
- 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 Japan, 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.

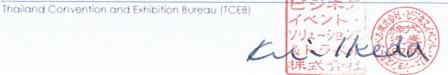
6. Qualifications of the Contractor

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





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 detailed 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 content 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 JPY 5,400,000 (Thailand's VAT included). During the 12-month period from October 1, 2021 to September 30, 2022, the payment of JPY 450,000 (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.





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. <u>Disclaimer</u>

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.





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.

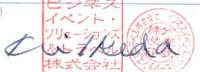
In case that the contractor has partially sub-contracted in violation of the provisions of the first paragraph, the contractor shall pay fine to TCEB at the rate of 10 percent of the amount of the sub-contracted works, without prejudice to TCEB's right to terminate this contract.

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



Business Event Solutions & Travel Co., Ltd.

PROPOSAL

This proposal outlines how Business Event Solutions & Travel Co., Ltd. can assist Thailand Convention and Exhibition Bureau (TCEB) to promote MICE business from the Japan market.

TO:

Thailand Convention & Exhibition Bureau (TCEB)

Attn: Ms. Supanich Thiansing - Senior Manager Business Development

FROM:

Business Event Solutions & Travel Co., Ltd. (BEST)

3-36-22-203 Takanodai,

Nerima-ku, Tokyo 177-0033

Japan

PROPOSER DATA

Date Proposer established:

August 19, 2021

Business telephone:

81-3-3904-2864

Business fax:

81-3-3995-4767

Cell phone:

81-90-3400-1804

1. Description of Business Event Solutions & Travel Co., Ltd. (BEST) organization:

Business Event Solutions & Travel Co., Ltd. was established in September 2017. Kumi Ikeda is the company president who for the past 18 months (April 2016 – September 2017) has been working as Project Manager – Japan Representative Office for TCEB / MICE Japan as MICE Japan's subcontractor. New contract has started from April 1, 2018 by BEST, has been working proactively with Team Thailand members to promote Thailand as MICE destination for MICE players in Japan. FY2021 starting from October 2020 will be her 5th year serving for TCEB, under BEST management will be the 4th year. Prior to her contract with TCEB / MICE Japan, she has worked as the country representative for the Hawaii Convention Center Japan Office for 8 years. She is a travel industry veteran of over 25 years and has been a senior director and representative for international organizations such as the Four Seasons Hotels and Resorts, Swissotels and Hong Kong Disneyland.

Ikeda has a history of cultivating long-standing relationships with key clients across all market segments including travel agencies, corporate incentive and congress organizers, associations and academia. Her areas of expertise include new market development, high-level sales and promotions, and communications.

Ikeda's enthusiasm and passion for introducing her Japan-based clients to exotic and world-

Business Event Solutions & Travel Co., Ltd. タリュー・3-36-22-203 Takanodai, Nerima-ku, Tokyo 177-0033 Japan &トラ・TEL:+81-3-3904-2864 FAX:+81-3-3995-476 株式会

class destinations and properties, while providing excellent customer service has meant consistently meeting or exceeding her sales goals which have earned her awards such as Worldwide Sales Manager of the Year.

2. Market Situation:

2-1. Pandemic Situation and Vaccines

Since last November, Japan has experienced two states of emergency, after New Year holidays in January, and Golden Week in May. These were declared following the rise in cases due to the movement of people between regions, cities and towns. Controlling the movement of people helps slow the spread of the infection.

However, upon closer examination in June, infections began to increase mainly in Tokyo, since the last state of emergency ended on June 21. Concerned with another wave of infections, the Japanese Government declared yet another state of emergency in Tokyo, started from July 12 through August 22, timed with the start of the postponed Olympic Games on July 23. For the Olympics, over 100 thousand athletes and personnel were visiting Japan from different parts of the world, a situation that has generated concern over further infection surges.

The government set up a roadmap regarding vaccination, with Japan aiming to complete vaccine distribution and inoculation for all those who want it to reach herd immunity by November 2021.

Amid several concerns that Japan faces during the Olympic and Paralympic Games -running from July 23 to September 5 – is having an immense number of people that could
lead to a further increase in infections. In response to such concerns, the government
decided to hold the events without audiences. The tourism industry is paying close attention
to the infection situation once the two sport events conclude, as the industry believes that
the situation could largely influence the resumption of international travel.

2-2. Travel Bubble Arrangement

The Japanese Government has previously agreed with foreign governments on travel bubbles. Allowing international travels amid the pandemic, travel bubble started last Summer, after the first wave of infections ended. Initially, Japan aimed to approach 16 countries and regions as such partners. Japan started the Residence and Business Tracks with nine countries and region since last September. However, because of a resurgence in

Business Event Solutions & Travel Co., Ltd. 23-36-22-203 Takanodai, Nerima-ku, Tokyo 177-0033 Japan TEL:+81-3-3904-2864 FAX;+81-3-3995-476

infection in Japan around end of 2020, such frameworks have been suspended since January 2021.

Although discussions have been stopped, South Korea and Malaysia maintain their positive attitudes toward the resumption of travel bubbles with Japan. South Korea, especially, is willing to welcome the Japan Association of Travel Agents (JATA), in conducting a trial for a so-called controlled tour, in which participants can travel abroad under some regulations. Guam and Hawaii, popular destinations among Japanese, are showing strong interests to set up travel bubbles with Japan.

2-3. Vaccination Program for International Travel

Besides a travel-bubble setting, a Vaccine Passport is something that could serve in the resumption of international travel. The Japanese Federation of Economic Organizations proposed to the government the idea of a Vaccine Passport, as a ticket to the recovery of a domestic economy. At the same time, JATA also proposed another idea of a Health Passport, which covers not only the vaccination records but also PCR test results, which are necessary for many cases of international travel nowadays. Pushed by these proposals, the government launched its Vaccine Passport Program from July 26.

2.4. Latest Outbound Travel and Future Trend

With Japanese borders basically closed for leisure tourism, those entering or leaving the Japan's borders under such conditions are only Japanese nationals returning from abroad, or foreigners visiting Japan for business or academic purposes.

Comparing the number of travelers from January to May in 2019 and 2021, inbound visitors to Japan decreased 99.4 % while Japanese outbound travelers fell 97.8%. Ful-fledge border restrictions have continued from March 2020, already spanning 18 months and generating a 95% decrease of travelers each month. These drops are caused by the fact that leisure entries are not permitted and all entrants including returning Japanese nationals are subject to a 14-day quarantine.

With the drop in overseas and inbound travel demand due to government travel and border restrictions in Japan and abroad, the Japanese leisure industry has shifted significantly the emphasis of business to domestic travel. However, domestic travel is inactive because there is a continual momentum to refrain from traveling even within the country. Recognizing this, the government designed and implemented the "Go to Travel Campaign" to rescue the Japanese travel industry. This is a measure in which the government supports

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half of the total travel cost. It started in July 2020 but, has been suspended since December due to the resurgence of infections nationwide.

Some 87.8 million consumer used the equivalent to US\$4.9 billion in this program. However, the largest market, Tokyo was excluded from the campaign due to its high infection status. As a general rule, Tokyo residents are still required to refrain from going out of Tokyo for domestic travel

MICE, MEETING and INCENTIVE travel sectors have seen minimum movement. Since the government has set admission restrictions for each event venue, it is not possible to have an event that generates a profit. This has prompted most B2B events to be held virtual or in a hybrid format. In addition, due to the Olympics, large venues cannot be used, but occasionally there are events held in rural areas.

More to require to consider deeply about responsible tourism for any destination include domestic travel. COVID-19 has brought about an opportunity for individuals to take an active role in responsible travel. Concepts of the Three Cs for avoiding infections (avoid closed spaces, crowded places, and close-contact settings) and plus the Three Ss (Safety, Sanitization, and Sustainability) have become the norm of social activities. The WTO's Sustainable Development Goals (SDGs) have also entered the sphere of responsible tourism.

These concepts will be taken into consideration for tourism in the post-COVID-19 era. BEST plans to carry out marketing activities to recognize further responsible tourism, development of potential marketing partners, also digitalized marketing activities will be included under certain situation.

3. Description of the Proposer's understanding of the work requirements:

The Japan Sales office is responsible for representing the interest of MICE in Thailand. It should be based in Tokyo / Japan, which is the largest business center in the country and the location where the majority of the sales and planning offices of the large travel companies are based.

The key responsibilities of the Japan representative office are:

- To uncover new MICE business that can utilize Thailand as a destination Encourage the Meetings and Incentives organizers, travel agents, event companies or special MICE groups to choose Thailand as the destination and generate MICE visitors to Thailand.
- 2) To assist in coordinating the sales and marketing efforts of TCEB in Japan Coordinate

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- and supply information to buyers and target groups. Also act as TCEB's one stop information center for the MICE industry in Japan.
- 3) To help support and build awareness of TCEB and Thailand through public relations, networking activities and promotions Establish a close working relationships with airlines, tour operators, travel agents, PCOs and other industry partners including Team Thailand in order to conduct joint promotions for Thailand and encourage them to become more actively involved in promoting Thailand as MICE destination to their clients.
- 4) To develop relationship with either or both ASEAN-Japan Centre, Nikkei Newspaper, Nikkei BP, Nikkei Asian Review, Toyo Keizai, JETRO, The Japan Chamber of Commerce and Industry, Japan-Thailand Economic Cooperation Society (JTECS) to distribute Thailand 4.0 and EEC information and story that TCEB is welcoming to have more MI visitors and support for them
- 5) To develop joint activity with TAT and potential appropriate aviation partners (TG, PG, JAL, ANA, SQ, VN, KE, OZ, CI) to reach out secondary city market
- 4. Tasks to be performed:

Represent the TCEB to the Japan travel industry

- Maintain relationship with major travel companies in Japan which handle meeting and incentive groups in Thailand
- Maintain relationships with event coordination companies in Japan who assist with production planning/design and coordinate entertainment for incentive groups in Thailand
- Maintain relationship with airlines that can support TCEB to bring MICE passengers to Thailand
 - Focus on potential Japanese airline partners such like JAL, ANA who have Japanese corporate clients that can potentially bring Meeting business
 - Maintain other potential airline partners such as Singapore, Vietnam, Cathay,
 Dynasty, Korean, Asiana from secondary cities
- Provide necessary and appropriate travel industry information
- Conduct sales calls regularly to update clients and maintain relationships
 - Conduct sales trips to the most potential cities for post COVID era, it all depends on COVID-19 situation, could be Osaka, Nagoya or other potential cities like Fukuoka, Hiroshima, Sendai, Sapporo where aviation status modify, necessary to consider to hold sales visit
- Keep introducing appropriate Thai DMCs to the Japan travel industry that are willing to develop new relationships, ideas and products to introduce to our clients
- Maintain continuous relationships with existing corporate meeting planners (include corporate house agents) to update TCEB information; include support programs

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- Connect DMCs if meeting planner requests referrals
- Conduct sales calls on a regular basis
- Maintain good relationship with TAT Tokyo, Osaka and Fukuoka office to work together on appropriate promotional opportunities for the travel industry and consumer markets
- Participate and attend meetings of appropriate travel industry organizations such as TAT, Thai – Japan Travel Association (TJTA), Japan Association of Travel Agents (JATA), Japan-Thai Association
- Attend vendor seminars (hotels, travel agents, airlines and other destination's convention bureau – domestic)
- Re-built relationships with Thai hotel representatives based in Japan some hotel representative office or global sales office were closed amid COVID-19 pandemic, once aviation status shows further forecast, hotel sales would move that point
 - Exchange necessary information and plan with them to introduce Thailand's hotel updates include hygiene measures and practices
- > Maintain relationships with the travel trade media which cover MICE updates
 - Accumulate information by travel trade media and provide trend information updates for TCEB
 - ♦ Identify opportunities to expose TCEB into the travel trade media
 - ♦ Make sure to present TCEB with the correct positioning for the MICE market
- Maintain relationship with ASEAN-JAPAN CENTRE which provides corporate connections and business potential seminars for Thailand
- Maintain good relationship with Japan domestic CVBs that have relationships with TCEB such as Tokyo, Sapporo, Osaka, Fukuoka. In addition, strengthen relationships with Yokohama, Nagoya, Kyoto, Kobe – and other appropriate Japan CVBs that have potential to work together to seek promotional opportunities for TCEB
- Represent TCEB to PCOs in Japan
 - Introduce TCEB to major PCOs such like Congres, JCS, PCO Works, ISS, Bilingual Group etc. which have MICE business in domestic and international destinations. Determine how TCEB can work together with them on behalf of their clients
 - Make introduction of TCEB to smaller scale of PCOs which have potential to bring smaller MICE programs to Thailand
- Identify appropriate FAMS for travel agents and corporate planners
 - Work closely with aviation partners (could be TG, but not necessary with TG, if other airline partners available, will work with them accordingly)
- Maintain a database of all Japan clients and contacts for TCEB, including IT services
 - Can be used for seminars, reception invitations, summer and winter greeting card distribution, e-news distribution and seasonal gift distribution

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5. Training program:

Minimum one trip per year required to Thailand to see the changes in the destination. If the trip can be scheduled around a major MICE event, it provide give an opportunity to experience the actual event in action and provide additional insight in representing the services provided by the TCEB

6. Duration of Service:

One year contract, starting from October 1, 2021 till September 30, 2022

- 7. Key Performance Indicator (KPIs) for FY2022:
 - Generate new lead at least 15 groups which has potential to choose Thailand
 - Establish new database of 40, (15 corporate contacts and 25 MICE Travel industry) and maintain accuracy of corporate market database
 - Reports submission: 1) Monthly 2) Quarterly 3) Annually 4) Situation update report and in-market information on trends and cultural aspects upon request
 - > To complete confirmed marketing activities
- 8. Monthly Retainer Fee:

JPY450,000 per month (Inclusive of 7% Thailand VAT), inclusive office space, storage space, office expenses and daily Tokyo sales activity expenses

Business Event Solutions & Travel Co., Ltd. (BEST)

Kumi Ikeda

President

3-36-22-203 Takanodai,

Nerima-ku, Tokyo 177-0033

Japan

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Services by Business Event Solutions & Travel Co., Ltd.

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

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

Business Event Solutions & Travel Co., Ltd. ("Representative") will carry out the following functions on behalf of TCEB with a monthly retainer of fee, except where specified.

Destination Promotion

- 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.
- Develop, maintain and utilize a suitable MI database for marketing and attendance building activities.
- Assist TCEB's plans and implement the programs of sales missions or road shows to Japan 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.

- 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.
- 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 Japan.
- Provide TCEB with effective market research and intelligence related to MI market in Japan.

Public Relations / Communication

- Create awareness of TCEB through the Representative's database and other PR / communication channels in Japan.
- 2. Circulate and distribute TCEB press releases through PR / communication channels in Japan, 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

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



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



- 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 Japan 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 at least 8 hours per day for 3 days per week. Representative is prepared to work any such additional hours as may be directed or as necessary to achieve the objectives under this Agreement.
- 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 Japan.
- 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.
- 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.



Reimbursement of Expenses

(Attached to Japan 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

- 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 by 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 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

| Marketing Activities |
|--|
| Activity with MICE Industry Partner |
| Sales Visit and/or Sales Mission |
| Wing Travel Weekly |
| Advertorial and/or Editorial in Business Media and/or Media Material |
| Miscellaneous and Entertainment |
| |



Representative KPIs FY2022

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

Market/Area:

Japan

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 15 new leads which have potential to choose Thailand as a meeting & incentive destination.
- Establish <u>new database of 40 contacts on new prospects</u> 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
- 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.



Business Event Solutions & Travel Co., Ltd.

QUOTATION

Date:

21 September 2021

From:

Business Event Solutions & Travel Co., Ltd.

3-36-22-203 Takanodai, Nerima-ku,

Tokyo 177-0033, Japan

To:

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

Project Name:

Strengthening Thailand's Competitive Advantage in Oversea

Markets, Overseas Marketing Representatives

Activity Name:

Japan Representative Employment for Meetings and Incentives

Department, Thailand Convention & Exhibition Bureau (TCEB)

| No. | Description | Monthly Retainer Fee (JPY) | No. of Months | Total (JPY) |
|-----|--|----------------------------------|---|-------------|
| 1 | Retainer Fee for FY2022 | 450,000 | 12 months (October 2021 – September 2022) | 5,400,000 |
| | AND TOTAL (JPY) usive of Thailand's 7% Vat | | | 5,400,000 |

Kumi Ikeda ~ 1

Business Event Solutions & Travel Co., Ltd.

Business Event Solutions & Travel Co., Ltd. 3-36-22-203 Takanodai, Nerima-ku, Tokyo 177-0033 Japan TEL:+81-3-3904-2864 FAX:+81-3-3995-476

履歷事項全部証明書

東京都練馬区高野台三丁日36番22-203号 ビジネスイベント・ソリューションズ&トラベル株式会社

| 会社法人等番号 | 0 1 1 6 - 0 1 - 0 2 2 0 8 6 | |
|----------------------|---|--|
| 商 号 | ビジネスイベント・ソリューションズ&トラベ ル株式会社 | |
| 本 店 | 東京都練馬区高野台三丁目36番22-203号 | |
| 公告をする方法 | 官報に掲載してする。 | |
| 会社成立の年月日 | 平成29年9月21日 | |
| 目的 | 1 MICE(企業等の会議、報奨・研修旅行、国際会議、展示会、見本市、イベント等の多くの集客交流が見込まれる行事)の開催の誘致、実施に関するコンサルティング 2 MICEの開催の誘致、実施及びマーケティングの代理業務 3 国内外のDMO(官民の多様な関係者と協同して積極的に地域観光を推進する組織)若しくはDMC(前記と同様の業務を行う会社。主として旅行客の手配を行う。)と連携して又は独自に、官民の多様な関係者と協同して積極的に地域観光を推進する業務、及び旅行客の手配をする業務 4 一般消費者向商品の企画開発及び販売の事業 5 前各号に付帯する一切の業務 | |
| 発行可能株式総数 | 1000株 | |
| 発行済株式の総数 並びに種類及び数 | 発行済株式の総数 100株 | |
| 資本金の額 | 金100万円 | |
| 株式の譲渡制限に 関する規定 | 当会社の株式を譲渡により取得するには、当会社の承認を要する。 | |
| 役員に関する事項 | 取締役 池 田 久 美 | |
| | 東京都練馬区高野台三丁目36番22-203 号 代表取締役 池 田 久 美 | |
| 登記記録に関する事項 | 設立 ビジネス イベント・ ポセンタ年 9月21日登記 | |

整理番号 ル352651

下線のあるものは抹消事項であることを示す。

東京都練馬区高野台三丁目36番22-203号 ビジネスイベント・ソリューションズ&トラベル株式会社





これは登記簿に記録されている閉鎖されていない事項の全部であることを証明した書面である。

(東京法務局練馬出張所管轄)

令和 3年10月 4日

東京法務局練馬出張所 登記官

大 室 直 哉



整理番号 ル352651

* 下線のあるものは抹消事項であることを示す。

2/2

Certificate of All Historical Matters

3-36-22-203 Takanodai, Nerima-ku, Tokyo Business Event Solutions & Travel Co., Ltd.

| Corporate Registration Number | 0116-01-022086 |
|---|---|
| Corporate Name | Business Event Solutions & Travel Co., Ltd. |
| Head Office | 3-36-22-203 Takanodai, Nerima-ku, Tokyo 177-0033, Japan |
| To be noticed through official gazettes | The method of public notices by the Company shall be electronic public notices. |
| Date of incorporation | Heisei 29 (2017) September 21 |
| Buşiness purposes | Consulting business for MICE (Corporate meeting, incentive trip, international meeting, exhibition, event) events domestic and international Representing MICE events' sales and marketing To support / work for domestic or international DMO or DMC to operate MICE event to manage Project of planning development and sale of general consumer goods Any business incidental to each of the preceding items |
| Total number of authorized shares | 1000 |
| Total number and class of issued shares | 1000 |
| Amount of capital | One million yen (1,000,000 yen) |
| Provision regarding restriction on share transfer | Shares of the Company shall be shared with restriction on transfer, the transferee shareholder or the assignee shall seek approval of the shareholders meeting. |
| Items regarding directors | Representative Director: Kumi Ikeda 3-36-22-203 Takanodai, Nerima-ku, Tokyo Representative Director: Kumi Ikeda |
| ltems related to registration records | Establishment Registration: Heisei 29 (2017) September 21 |

I hereby certify that is a complete transcript of whole entries listed in the registry under the jurisdiction of Tokyo District Legal Affair Bureau

Reiwa 1 (2019) October 8

Tokyo District Legal Affair Bureau Nerima Detached Office

Register of deeds: Akira Chiba

Reference Number: 3 194673

underlines sections indicated deleted items

Kumi Ikeda, hereby certify that I translated all the entries above into English with integrity and accuracy.

Business Event Solutions & Travel Co., Ltd. (BEST): 3-36-22-203 Takanodai, Nerima-ku, Takyo 1777-9033 Jap

Tel: 81-3-3995-4767 / Cell: 81-90-3400-1804 / E-mail: kumi.ikeda@bestrvl.jp

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渡航先

This passport is valid for all countries and areas unless otherwise endorsed.



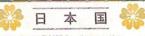


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航先

This passport is valid for all countries and areas ·unless otherwise endorsed.





旅券番号/Passport No.

TR6478721

生年月日/Date of birth 09 MAR 1971 本 騎/Registered Domicile TOKYO

有熱期間满了日/Date of expiry 12 AUG 2026

Shigeru Ikeda

所持人自署/Signature of bearer

P<JPNIKEDA<<SHIGERU<<<<<<<< TR64787213JPN7103092M2608123<<<<<<<<

Shigen I ked

21 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 FY2021 for FY2022 and Request for Return of Performance Security

Dear Mr. Isarangkun Na Ayuthaya,

Reference is made to the FY2021 Japan Representative Employment Agreement No. 63-104 dated 14 December 2020 between Thailand Convention & Exhibition Bureau (TCEB) and Business Event Solutions & Travel Co., Ltd. Business Event Solutions & Travel Co., Ltd. pledged the amount of 420,000 JPY for the purpose of performance security.

Due to the decreased amount of service fee for FY2022, the total amount needed for the purpose of performance security is 270,000 JPY. Business Event Solutions & Travel Co., Ltd. would request your kind approval to use 270,000 JPY of the above-mentioned performance security for the renewal agreement of FY2022 and would request your kind return of the difference of 150,000 JPY to Business Event Solutions & Travel Co., Ltd.

Yours sincerely,

Kumi Ikeda

President

Business Event Solutions & Travel Co., Ltd.