

Australia Representative Employment (Pay Per Performance) Agreement

Agreement No. 64-071

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 June 10, 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 617 150 704, 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 Agreement which be according to the Terms and Conditions of this Agreement and Scope of work that specified in Appendix 1 Term of Reference ("TOR"), Appendix 2 Clockwise Consulting's proposal, and Appendix 2 (hereinafter referred as "the Work").

The Representative is obligated to perform the Work as required by TCEB, commencing on June 11, 2021 to September 30, 2021.

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 Term of Reference (TOR), all 5 (five) pages.
- 2.2 Appendix 2 Clockwise Consulting's proposal, all 3 (three) pages.
- 2.3 Appendix 3 Quotation dated 17 May, 2021, all 1 (one) page.
- 2.4 Appendix 4 Corporate documents and passport, all 4 (four) pages.

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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 Appendix 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 2,050 (two thousand and fifty 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 41,000 (forty-one thousand Australian dollars only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative, in accordance with the term of payment which set forth in Term of reference (TOR) (Appendix 1), Clockwise Consulting's proposal (Appendix 2) and Quotation (Appendix 3).

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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. DUTIE AND LIABILITIES OF THE REPRESENTATIVE

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

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 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.

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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.

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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.

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.

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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.

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 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.

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.

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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.

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Clause 16. Governing Law

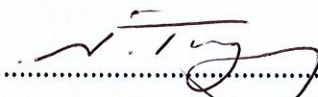
The Agreement shall be construed according to the Law of Kingdom Thailand. Each party shall have the right to institute suit against the other in the Civil Court in Bangkok, Thailand.


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.


Thailand Convention & Exhibition Bureau
(Public Organization)

Clockwise Consulting PTY LTD.

Signed:  TCEB
(by Mr. Chiruit Isarangkun Na Ayuthaya)

Signed:  Representative
(by Ms. Nicole Tingey)

Signed:  Witness
Ms. Urailuk Yarangsee
Senior Manager
(Legal and Good Governance Section)
Thailand Convention & Exhibition Bureau
(Public Organization)

Signed:  Witness
(PAUL MARTINUCCI)
Clockwise Consulting PTY LTD.





อ.ส.5 ใบสัณห์สังเคราะห์

เลขที่ 15747
วันที่ 22 มิถุนายน 2564

เลขประจำตัว 0994000112165

เลขที่สาขา

ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการค้าระหว่างประเทศและนิคมอุตสาหกรรม (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขประจำตัวบ้าน

ชื่ออาคาร สยามพริ้นซ์ทาวน์เวสต์

ห้องเลขที่ -

ชั้นที่ 25, 26

หมู่บ้าน -

เลขที่ 989 ชุด A2, B1 และ B2

หมู่ที่ -

ตำบล/เขต -

แขวง -

ถนน พระราม 1

แขวง/ตำบล ปทุมวัน

เขต/อำเภอ ปทุมวัน

จังหวัด กรุงเทพมหานคร

รหัสไปรษณีย์ 10330

ผู้เสียภาษี

เลขประจำตัวผู้เสียภาษีอากร

เลขที่สาขา

ชื่อ CLOCKWISE CONSULTING PTY LTD.,

ได้เสียภาษีแสดงเป็นเงินสำหรับชำระตามบัญชีอัตราภาษีแสดง ปี 4
ลักษณะตราสาร สัญญาจ้าง ดังนี้ :

มูลค่าตราสาร

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จำนวนเงิน เป็นตัวอักษร (เก้าร้อยสามสิบแปดบาทถ้วน)

ตามใบเสร็จ เลขที่ 008524

ลงวันที่ 22 มิถุนายน 2564

เลขระบุเอกสาร อ.ส.4 ชุด 01003071-25640622-1-06-000036

ลงชื่อ

ตำแหน่ง

(นางสุพาสินี ทาริน)
เจ้าพนักงานธุรการปฏิบัติงาน

ใบสัณห์สังเคราะห์นี้จะสมบูรณ์เมื่อผู้เสียภาษีได้ชำระหนี้ภาษีอากรแล้ว และผู้มีหน้าที่เสียภาษีแสดงให้หน่วยงานเก็บภาษีอากร
ได้ลงชื่อและลงนามในใบสัณห์สังเคราะห์เรียบร้อยแล้ว

Terms of Reference For The Specific Procurement Method

1. Name of the Project

Overseas Marketing Representatives (Pay Per Performance) in India, Australia

2. Name of Activity

Australia Representative Employment (Pay Per Performance) for Convention Department, Thailand Convention & Exhibition Bureau (for fiscal year 2021)

3. Budget

Amount AUD 41,153 (Thailand's 7% VAT inclusive)

4. Background of the Project

Based on FY2020 Thailand's MICE statistics before the emerging of Covid-19 pandemic all over the globe, Oceania has a very compelling growth rate of outbound travelers to Thailand in terms of Convention market of 168 percent (information as of 14 December 2020). With this significant number, Oceania needs to be targeted as Thailand's source market for convention travelers and representative in Australia needs to be appointed. Representative in Australia, called contractor in this Terms of Reference, will conduct marketing strategy plan and provide Thailand Convention & Exhibition Bureau (TCEB) with market insight/update of convention market in Australia and/or New Zealand. Proactively making marketing efforts to establish a network of alliance and partners, connect TCEB with convention organizers/owners in Australia and/or New Zealand as well as design and conduct in-market activities to engage potential clients, promote Thailand as a destination for convention industry.

5. Objectives of the Project

- 5.1. To conduct marketing strategy plan and provide market insight & intelligence report of Australia and/or New Zealand convention market.
- 5.2. To design marketing plan and conduct in-market activities in Australia and/or New Zealand in order to increase a chance of Thailand being considered as a destination for international conventions.
- 5.3. To promote, develop and establish Thailand as a preferred Conventions' destination in Asia and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking and promotion with media, local association, international association, PCOs, DMCs, EMCs, AMCs, etc.
- 5.4. To provide TCEB with the insight information of the event (lead) that has potential to choose Thailand as a destination.

6. Scope of Work

Representative has to coordinate and supply information to buyers and target groups as well as act as TCEB's one stop information center for MICE industry in Australia and/or New Zealand with the following scope of work.

Part One

- 6.1. To conduct marketing strategy plan as well as provide TCEB with market insight, market intelligence and updates of convention industry in Australia and/or New Zealand.
- 6.2. To design the marketing activity programs with at least 3 activities with target clients in Australia and/or New Zealand to promote Thailand as a destination for convention industry.

Part Two

- 6.3. To implement marketing activity programs with target clients in Australia and/or New Zealand to promote Thailand as a destination for convention industry.

Part Three

- 6.4. To seek for new potential leads by approaching new clients who regularly hold international conventions, keeping rapport with existing clients and looking into identifying opportunity to propose Thailand as host destination.
- 6.5. To provide TCEB with full information of the maximum of 3 potential leads. Leads that can be counted as qualified lead will be characterized as follow:
 - 6.5.1. Must provide necessary information about the lead i.e. name of event, number of series, open year, international organizers, historical information of the event, etc.
 - 6.5.2. Clients must show genuine interest in considering Thailand as a host destination for their events or Thailand must be in their shortlist as a host destination
 - 6.5.3. Must obtain bid requirement/bid guideline from the clients
 - 6.5.4. Must conduct research/obtain detailed information about the lead e.g. contact of local membership in Thailand, example of previous bid proposal, bidding competitors, decision makers, important factors to consider when placing a bid, preference of proposed city/venue, etc.
 - 6.5.5. Qualified lead will be considered at TCEB discretion

7. 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;

8. Duration of the Project

From the contract signing date until September 30, 2021

9. 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:

Submission	Detail of Work Delivery	Submission Date
Submission of Part One	Contractor is required to submit the work according to (6) Scope of Work Part One in electronic file format which includes <ul style="list-style-type: none"><input type="checkbox"/> marketing strategy plan and market insight & intelligence report of convention market in Australia and/or New Zealand<input type="checkbox"/> marketing activity plan with at least 3 activities	Within 45 days after the contract signing date
Submission of Part Two	Contractor is required to submit the work according to (6) Scope of Work Part Two in electronic file format which includes executive summary, result of each activity proposed, database of participants, name of potential events, photo of events (if any), suggestions & recommendations, etc.	Within 30 days after the last activity is implemented but not later than September 30, 2021
Submission of Part Three	Contractor is required to provide TCEB with the information of potential lead(s) according to (6) Scope of Work Part Three in electronic file format	Within 30 days after the acquisition of each qualified lead but no later than September 30, 2021

10. Payment terms

TCEB shall pay contractor for the provision of the services a total of AUD 41,153 (Thailand's VAT inclusive). During the contract period, after the each work is submitted and approved by the Inspection Committee.

Payment	Detail of Payment
Part 1	Payment of 100% according to the quoted price will be paid after the contractor has submitted the work according to Submission of Part One
Part 2	Payment of 100% according to the quoted price will be paid after the contractor has submitted the work according to Submission of Part Two
Part 3	TCEB will pay according to the number of actual qualified lead submitted and according to the price per lead quoted in the proposal (according to (6) Scope of Work Part Three)

11. 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.

12. 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.

13. 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.

14. 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.

15. Ownership of data and documents

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.

16. 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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17. 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.

For more information, please contact :

Miss Suparat Veeravattana
Manager, Convention Department
Email: Suparat_v@tceb.or.th
Telephone 02 694 6000 ext. 6171

CLOCKWISE

Ms Nooch Homrossukhon
Director - Conventions Department
Thailand Convention & Exhibition Bureau
Siam Piwat Tower Building, 25th & 26th Floor
989 Rama 1 Road, Pathumwan, Bangkok 10330 Thailand

Dear Ms Nooch Homrossukhon

Overseas Marketing Representatives (Pay Per Performance) Australia

Thank you for meeting with me last week.

From our discussion I understand that given the pre Covid-19 performance of fiscal year 2020, the Oceania region needs to be targeted as a source market for Thailand's potential convention travellers and specifically within this, Australia & New Zealand.

The team at Clockwise Consulting have both the relevant contacts to reach your required targets and the experience in promoting Thailand as a Business Events destination to ensure this project is a success. The partners of Clockwise Consulting have been working in Business Events across Australia and New Zealand for 25 years and globally for 15 years. We have a team in Australia located in Brisbane, Sydney, Melbourne and Adelaide so during this time of uncertainty, we are able to reach the key buyers regardless of their location. In particular during this unprecedented time, we are across the constant shift of staff movement, knowing who is still in their job and which associations are still active, as well as which industries are thriving or likely to recover first and so the relevant bodies have budget to spend on events.

RECOMMENDED SCOPE OF WORKS

- To conduct marketing strategy plan and provide market insight on the Australia and New Zealand convention markets now and future.
- To design a marketing plan and conduct in-market activities in Australia and/or New Zealand in order to increase a chance of Thailand being considered as a destination for Australian, Australia New Zealand or Asia Pacific conventions where the decision maker is in Australia or New Zealand.
- To promote, develop and establish Thailand as a preferred Conventions destination in Asia and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking

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and promotion with media, local associations, international associations, PCOs, DMCs, EMCs, AMCs, etc.

- To provide TCEB with insight on the event (lead) that has potential to choose Thailand as a destination.

KPI'S

To provide TCEB with a maximum of 3 potential leads.

Leads must be qualified and include full information as outlined in the project TOR.

PROJECT DURATION

Commencement - Project signing date 2021

Completion - 30 September 2021

DELIVERY OF WORK

As per TOR provided by Thailand Convention & Exhibition Bureau

COST

Part	Service	Unit	Unit Price	Total (AUD)
1	Marketing insight report, marketing strategy & marketing activity plan	1	\$14,000	\$14,000
2	Implementation of marketing activity according to the marketing activity plan	1	\$9,000	\$9,000
3	Provision of 3 qualified leads	3	\$6,000	\$18,000
			Grand Total	\$41,000


- All pricing is inclusive of Thailand's 7% VAT and Australia's 10% GST.
- Cost includes travel related expenses and marketing costs associated with the agreed activity plan.
- Any additional activities will be charged in addition to the fees and will be agreed upon in writing by both parties prior to any costs being incurred.

We understand that we will be working alongside the TCEB Conventions team in Bangkok to assist Australian and New Zealand Associations, Societies and member-based organisations, to work with Thai based organisations to fulfill the requirements to present Thailand as the appropriate destination for these conventions.

CLOCKWISE

Nooch, thanks again for reaching out. We're excited at the prospect of working with you and the TCEB Conventions team and happy to have a further discussion if there's any other considerations you would like to include.

Yours sincerely
Jakki Govan



jakki@clockwiseconsulting.com.au

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Ms Nooch Homrossukhon
 Director - Conventions Department
 Thailand Convention & Exhibition Bureau
 Siam Piwat Tower Building, 25th & 26th Floor
 989 Rama 1 Road, Pathumwan
 Bangkok 10330 THAILAND

Clockwise Consulting
 PO Box 322 Flemington
 Victoria 3031 AUSTRALIA
 ABN: 42 154 012 215

Date: 17 May 2021

Project Name: Overseas Marketing Representatives (Pay Per Performance) Australia

Recipient: Thailand Convention & Exhibition Bureau (TCEB)

No	Description	Unit	Unit Price (AUD)	Total (AUD)
1	Marketing insight report, marketing strategy & marketing activity plan	1	\$14,000	\$14,000
2	Implementation of marketing activity according to the marketing activity plan	1	\$9,000	\$9,000
3	Provision of 3 qualified leads	3	\$6,000	\$18,000
TOTAL PAYABLE				\$41,000

All pricing is inclusive of Thailand's 7% VAT and Australia's 10% GST.

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 42 154 012 215

J. Govan

Signature & company stamp

Name: Jakki Govan

Position: Director

Company Name: Clockwise Consulting

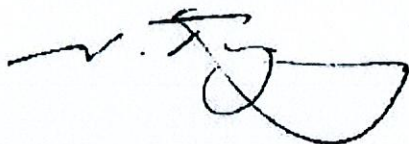
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 Flemington VIC 3031
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42 154 012 215



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.

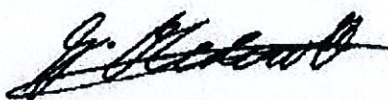
The day of commencement of registration is
the second day of February 2017.



ASIC

Australian Securities & Investments Commission

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



Greg Medcraft
Chairman

Legal



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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FamilyName	Tingey
ContactDescription	Director of Trustee
EmailAddress	
MobilePhone	0419968263
BusinessPhone	
AfterHoursPhone	

Tax Roles

GST

EffectiveFromDate

02/02/2017

<<END OF ABN DETAILS>>

V.T.

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