

**Contract for marketing activity  
in America's Worldwide Exhibition & Events (IMEX America) 2021**

Contract no.64-103

This Contract 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 **November 4<sup>th</sup>, 2021**, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred to as the "TCEB" of the one party and

Development Counsellors International, Ltd. ("DCI"), company registration number is FEIN 13-1945303, which has registered as a juristic person at United States, having its principal office located at 215 Park Avenue South, New York, NY 10003, United States, represented by the authorized person, Ms. Karyl Leigh Ropke, who held the passport's number 506160047, hereinafter referred as the "the Contractor" on the other part.

The Parties hereto has agreed as follows;

**Clause 1 AGREEMENT ON THE COMMISSIONING**

TCEB agrees to commission, and Contractor agrees to accept the commission to marketing activity in America's Worldwide Exhibition for Inventive Travel, Meetings & Events (IMEX America) 2021 (**"the works"**), according to the Terms and Conditions of this Contract including Appendix 1 Term of Reference ("TOR").

The Contractor agrees to provide labor, materials, tools and equipment, as well as various kinds of good equipment to be use in the works under this Contract.

**Clause 2 DOCUMENTS THAT ARE PART OF THE CONTRACT**

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

- 2.1 Appendix 1 Term of Reference (TOR), all 5 (five) pages.
- 2.2 Appendix 2 Quotation from Development Counsellors International, Ltd, "IMEX America" all 2 (two) page.
- 2.3 Appendix 3 The Company certificate documents and passport, all 8 (eight) pages.



In the event that any text in the Appendix is in conflict with the text of this Contract, the text of this Contract shall apply, and in the event that the text of Appendixes conflict with each other, the Contractor shall comply with the decision of TCEB. The decision of TCEB is deemed to be final and the Contractor 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 Contract, but it is necessary to complete the works correctly or achieve the objectives of this Contract, the Contractor shall arrange that without claiming any damages or compensation

### Clause 3 PERFORMANCE SECURITY

At the time of this Contract, the Contractor has provided TCEB with deposit cash, in the amount of 2,143 USD (two thousand, one hundred and forty-three US dollars only), which is equal to 5 % (five percent) of the Service fee under this Contract, as a performance security under this Contract.

The performance security, that the Contractor shall provide according to the preceding paragraph, must cover all liability of the Contractor throughout the contract period. If the performance security provided by the Contractor is reduced or deteriorated or does not cover the liability of the Contractor throughout contract period, for any reason, including the delay in work delivery of the Contractor that cause change of the completion period or the due date of liability for defects under the contract, no matter what time it occurs, the Contractor 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 Contractor under this Contract to the Contractor without interest.

### Clause 4 COST OF THE SERVICE FEE AND PAYMENT

TCEB agrees to pay and the Contractor agrees to accept the payment of the Service fee in the amount of 42,858 USD (forty-two thousand, eight hundred and fifty-eight US dollars only) (Vat excluded) when the Contractor has delivered the work, according to the contract. (specified in Appendix 1 TOR)

The payment schedule will be determine only after the Inspection Committee approves and authorized person provide their signature.

The payment shall be paid to the Contractor when all the works have been completed according to the Contract and TCEB has inspected and accepted such the works under Clause 10.

#### **Clause 5 COMPLETION DATE AND THE RIGHT TO TERMINATE THE CONTRACT OF TCEB**

The Contractor shall start working on the hired works within November 5<sup>th</sup>, 2021, and shall complete all works within a period of 90 (Ninety) days after contract signed date. If the Contractor does not start working within the prescribed period of time, or unable to complete the works on time, or there is a reason to believe that the Contractor is unable to complete the work within the prescribed period of time, or the works will be completed later than the prescribed period of time, or the contractor breaches any provision of the Contract, or become absolute receivership or bankrupt, or ignore the order of the Committee for Receiving Supplies, TCEB has the right to terminate this Contract and has the right to hire new contractors to substitute for the Contractor as well. The exercise of the right to terminate the contract does not affect the right of TCEB to claim damages from the Contractor.

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

#### **Clause 6 RESPONSIBLE FOR DEFECTS IN THE HIRED WORK**

When the work is completed and TCEB has accepted the works from the Contractor, or the new contractor in the event that this Contract is terminated under Clause 5, if such defects or damage occurs from this employment within 1 year (one) from the day after such acceptance, which the defect or damage is caused by the defect of the Contractor caused by incorrect use of the material or work is done incorrectly or does not meet academic standards, the Contractor shall correct the defect without delay, while TCEB does not have to pay any costs in this regard. If the Contractor fails to do so within 15 days (fifteen) from the day after the receipt of a written notice from TCEB or does not make corrections within the time specified by TCEB, TCEB has the right to do it by itself or to hire someone else to do at the expense of the Contractor.

In urgent cases, that it is necessary to correct the defect or damage quickly and cannot wait for the Contractor to make corrections within the period specified in the first paragraph, TCEB has the right to manage to correct the defect or damage by itself or hire someone to correct the defect or damage and the Contractor shall be responsible for all costs.

Correcting the defect by TCEB itself or hiring others to substitute for the Contractor does not release the Contractor from liability under this Contract. If the Contractor does not compensate for the expenses or damages as TCEB claims, TCEB has the right to enforce repayment from the retention or performance security.



#### Clause 7 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 of 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 % (ten percentage) of the amount of the sub-contracted works, without prejudice to TCEB's right to terminate this Contract.

#### Clause 8 LIABILITIES OF THE CONTRACTOR

The Contractor shall be liable for any accident, damage or danger arising from the work of the Contractor and shall be liable for damage caused by actions of the employees or the representatives of the Contractor as well as the performance of the sub-contractor (if any).

Any damage caused by the work performed by the Contractor, even if due to force majeure, the Contractor shall be responsible for the reparation or the replacement at the Contractor's own expense, unless the damage is caused by TCEB's fault. In this regard, the liability of the Contractor in this clause shall end when TCEB has accepted the final assignment. After that, the Contractor shall be liable for the defects or damages mentioned in Clause 6 only.

The Contractor shall be liable to third parties for any damage arising from the work of the Contractor or an employee or representative of the contractor, including subcontractors (if any) under this contract. If TCEB has been demanded or sued or required to pay compensation to the third party, the Contractor must take any action to defend TCEB at the Contractor's own cost, including the contractor. Moreover, the Contractor must compensate the damages as well as any costs arising from claims or lawsuits to TCEB immediately.

#### Clause 9 PAYMENT TO EMPLOYEES

The Contractor shall pay the employee that the Contractor has hired at the rate and according to the time that the Contractor agreed or contracted with the said employee.

If the Contractor does not pay wages or any other compensation to such employee under the first paragraph, TCEB has the right to pay cost of commissioning to be paid to the



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Contractor to the employee of the Contractor and it shall be deemed that TCEB has paid such amount as cost of commissioning to the Contractor under the Contract.

The Contractor shall provide insurance for all employees hired to work, which shall cover all liability of the Contractor, including the sub-contractor (if any) in the case of damages that compensation claimable by law, which is caused by an accident or any danger that may occur to the employees or other persons hired by the Contractor or sub-contractor. Upon the request of TCEB, the Contractor shall deliver such insurance policy together with proof of payment of premiums to TCEB.

#### Clause 10 ACCEPTANCE OF THE WORKS

When TCEB has inspected and accepted the delivered the works and deem that such work is correct and complete according to the contract, TCEB will issue proof of acceptance in writing for the Contractor to be used as evidence for requesting the cost of commissioning of such hired work.

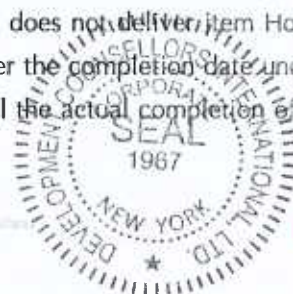
If the result of the inspection turnout that the works delivered by the Contractor does not conform with the Contract, TCEB has the rights to reject such the works. In this case, the Contractor shall correct the works to be in accordance with the Contract at its own expenses. And the time that is wasted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

#### Clause 11 DEVIATION OF JOB DESCRIPTION

The Contractor certifies that it has thoroughly examined and understood the details of the employment already. If it appears that the details of the employment are incorrect or deviate from the professional and technical principles, the Contractor agrees to comply with the decision of TCEB, the Committee for Receiving Supplies, in order the complete work. Such decision shall be deem final. The Contractor cannot claim for more cost of commissioning, damages, or any other expenses from TCEB, nor request extension of the Contract period.

#### Clause 12 FINE

If the Contractor is unable to complete the works within the time specified in the Contract and TCEB has not terminated the Contract, the Contractor 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 Contract or the end of working period extended by TCEB until the actual completion of work. In addition,



the Contractor allows TCEB to claim for damages caused by the delay in working of the Contractor, only for the excess of the said fine.

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

#### Clause 13 RIGHT OF TCEB AFTER THE TERMINATION OF CONTRACT

In the event that TCEB terminates this Contract, TCEB may continue the works by itself or hire the other person to complete the works. In such case, TCEB has the right to forfeit or enforce repayment from performance security, in whole or in part, as deem appropriate. Furthermore, the Contractor shall be liable for damages in excess of the performance security, including the additional expenses in working toward the completion under this Contract, which TCEB may deduct from any money to be paid to the Contractor.

#### Clause 14 ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

In the event that the Contractor fails to comply with any provision of this Contract for any reason, causing the fine, damages, or expenses to TCEB, the Contractor 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 Contractor 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 Contractor or enforce payment from performance security immediately.

In the event that the Service fee to be paid to the Contractor and performance security are not sufficient to cover the fine, damages, or expenses, the Contractor 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 Contractor.



**Clause 15 CANCELLATION OR REDUCTION OF FINE, OR EXTENSION OF WORK PERIOD ACCORDING TO THE CONTRACT**

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 Contractor 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 Contractor to not be able to complete the works according to the conditions and schedule of this Contract, the Contractor 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 Contractor fails to comply with the first paragraph, it shall be deemed that the Contractor 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 16 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 fraction of 1,000 baht of the Service fee prescribed or part thereof.

**Clause 17 COPYRIGHT**

The Copyright of all documents prepared by the Contract or in connection with the Contract rests with TCEB. All documents prepared by the Contract or in connection with the Contract shall be confidential and shall be the property of TCEB. The Contract or shall deliver all these documents to TCEB upon the completion of the Contract. The Contract 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 18. GOVERNING LAW

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

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

The authorized person

Thailand Convention & Exhibition Bureau  
(Public Organization)


Signed:  Witness

**Ms. Uraikul Yarangsee**  
(.....Senior Manager.....)  
**Legal and Good Governance Section**  
Thailand Convention & Exhibition Bureau  
(Public Organization)

Signed:  The Contractor  
(by Ms. Karyl Leigh Ropke)

The authorized person

Development Counsellors International, Ltd.

Signed:  Witness  
(Stella Tsitsipatis)

Development Counsellors International, Ltd.







Terms of Reference (TOR)

For the procurement specific method

1. Project Name

กิจกรรมจัดประชุม/นิทรรศการเพื่อส่งเสริมการตลาดในภูมิภาคที่มีนักท่องเที่ยวเดินทางมาประชุมและส่งเสริมการท่องเที่ยว (Exhibiting/Organizing marketing activity in target market for Meetings and Incentives Travel)

Activity Name

Exhibiting at America's Worldwide Exhibition for Incentive Travel, Meetings & Events (IMEX America) 2021

2. Budget

1,500,000 Baht equivalent to 42,858 USD (Estimated exchange rate 1 USD = 35 THB) Val excluded

3. Event Date and Location

9 – 11 November 2021 in Las Vegas, USA

4. Objectives of the Project

4.1. Increase presence of Thailand as Key MICE destination

- To be among the first group of MICE destinations at a major travel tradeshow to negotiate and bid Thailand as destination with key buyers for business in 2022 and beyond
- A stage for TCER to reestablish and strengthen customer confidence, reinforcing the capability of Thailand and destination's image in handling MICE under new normal, emphasizing success story of the actual opening of Thailand's border to international visitors with Phuket Sandbox and Samui Plus project
- To promote the recovery campaign as well as promote significant partnership and collaboration forces which will benefit potential buyers attending the event (SMILE & joint campaign with airline) in order to secure business for Thailand

4.2. Reconnect with key industry partners and clients

- To re-generate and re-activate business opportunity and leads from pending, postponed, or cancelled groups from the previous years from different source markets
- To facilitate and bridge business opportunity for Thai private sector
- To update potential partners and meet with new generation of active players in the market

4.3. Gain insight on MICE business trends

- To exchange insight and knowledge from active industry associates and key buyers to assess efficient future business strategy for Thailand
- To observe and evaluate customer behaviors hands-on from in-person meetings
- Obtain knowledge and knowhow of recent topics and trends from educational sessions during the show for strategy planning



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## 5. Scope of Work

- 5.1. Coordinate with the trade organizer to manage space booking/rental for a hard-wall booth space around 200 square feet for Thailand to exhibit at America's Worldwide Exhibition for Incentive Travel, Meetings & Events (IMEX America) 2021.
- 5.2. Manage booth construction and booth decoration with contractor to maximize Thailand awareness and to serve the project objectives during the show dates from 9-11 November 2021. (Booth design is subject to the TCEB's approval)
- 5.3. Manage booth setup installation and materials preparation if any prior the show date and booth dismantle after the show as necessary.
- 5.4. Manage pre-schedule appointments and walk-in appointments with potential buyers to get at least 24 appointments at the tradeshow.
- 5.5. Attend and represent Thailand and TCEB at tradeshow (at least one representative), and to meet with potential buyers, industry/associations partner etc. and explore business opportunity where possible.
- 5.6. Manage the Thailand booth as well as initiate and provide an on-site activity helping to drive traffic into the booth during the show dates.
- 5.7. Provide relevant market information and insights as well as competitors movement, if any from attending the tradeshow to be reported to TCEB.
- 5.8. Prepare one set of summary report in electronic file format to be submitted to TCEB which includes (but not limited to) post event report, business leads report, database of the buyers visiting the Thailand booth, and photos from the tradeshow.

## 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

90 days after the date the contract is signed

## 8. Delivery of Work

The following deliverables are expected from the contractor in due process of the activity and it must be approved by the Inspection Committee within the specification as follows:



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Details of submission	Due Date
<ul style="list-style-type: none"> <li>- Post event summary report including market information and insights as well as competitors movement, if any</li> <li>- Business leads report</li> <li>- Database of buyers/clients visiting the Thailand booth</li> <li>- Photos from the event</li> </ul> (Remark: Information is required in electronic version)	90 days after the date the contract is signed

#### 9. Terms of Payment

TCEB shall pay contractor for the provision of the services in accordance with the invoice issued by the contractor to TCEB in 100% payment after the completion of submission.

#### 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. 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.

#### **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.

For more information, please contact:

Mr. Napat Watthanasan  
Regional Manager, Meetings and Incentives Department  
Email: napat\_w@tceb.or.th



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DEVELOPMENT COUNSELLORS INTERNATIONAL

NEW YORK | DENVER | LOS ANGELES | TORONTO

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New York, NY 10003

T 212.725.0707

aboutdci.com

Appendix 2

# IMEX America

## November 8-11, 2021

PREPARED FOR:



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## IMEX America

IMEX America is the largest MICE industry tradeshow in North America that takes place in Las Vegas on an annual basis. Over 3,500 exhibitors come from over 155 countries to meet with 4,200+ hosted buyers. Beyond a trade show, IMEX America offers brilliant speakers, fresh ideas and continuous inspiration at 180-plus educational and networking events over four days.

This year, IMEX America will take place in person on November 8-11, 2021 at the Mandalay Bay in Las Vegas, NV.

The objectives for Thailand of attending IMEX America include:

- Gain destination awareness among professionals in the industry and key MI decision makers as a key MICE destination in Asia with incredible values and unique experiences.
- Strengthen business relationships as well as personal relationships for TCEB US and North America representative with clients and industry partner which would result in future business opportunities.
- Gather hot and highly targeted business leads from the show.
- Understand what our competitors are offering to stay ahead of the game while also gaining new knowledge and industry trends from attending educational sessions.
- Showcase TCEB as Asia's leading CVB for MICE business.

This year, TCEB is looking into booking a 10 x 20 (200 sq. ft.) booth for IMEX America. The estimated costs are as follows:

- Exhibit Ready 10 x 20 booth: \$32,500
  - Includes: (1) 20'w x 8'h Backwall with 3-sided Fabric Graphic Wrap; (1) 80" w x 40" h Counter with Front Graphic Overlay; (2) Padded Stools; (1) StarbaseBar Table; Carpet; Labor
- Graphic Design:
  - DCI Fees: \$7,400
- Beverage (Water) at Booth: \$228
- DCI Travel Expenses: \$2,730

Total Estimated Expenses: \$42,858 USD

The TCEB rep will provide a full report with detailed information on each appointment post event.

Approved and Accepted By:



Stella Tsitsipatis  
Account Director  
Development Counsellors International

September 14, 2021

Date



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State of New York  
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD. was filed on 03/17/1967, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

WITNESS

*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 23rd day of February two  
thousand and nine,*

200902240663 16



A handwritten signature in dark ink, appearing to read "Neil A. ...", is written over the seal.

*Special Deputy Secretary of State*



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CERTIFICATE OF INCORPORATION

OF

DEVELOPMENT COUNSELLORS  
INTERNATIONAL, LTD.Under Section 402 of the  
Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

1. The name of the proposed corporation is

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

2. The purpose or purposes for which this corporation is formed, are as follows, to wit:

To engage in or carry on as principal or agent within or outside the United States any kind or kinds of public relations, promotional, advertising and publicity business in all their respective branches and any activities incident thereto, and to promote the business and economic interests of foreign and domestic firms, entities, enterprises and corporations both public and private and by way of enlargement and not by way of limitation of the foregoing, to formulate, sell and conduct plans and campaigns for magazine, newspaper, radio, television, outdoor and other forms of public relations, promotions, advertising and publicity, and to solicit, prepare, sell, place and deal in public relations, advertising, promotions and publicity and in related matter and material of all kinds which may now be known or may at any future time be conceived;

To subscribe for, acquire (by purchase, lease or otherwise), invest in, hold, guarantee, own, sell, assign, exchange, transfer or otherwise dispose of, mortgage, pledge, encumber and otherwise deal in and with stocks, bonds, notes, debentures, or other securities, evidences of indebtedness or evidences or rights of any corporation, association, partnership, trust, entity, or person, public, private or





municipal, or of any state, municipality, district or other political subdivision, territory or country, and to exercise any and all rights of ownership thereof, including, without limitation, the right to vote thereon and otherwise act with respect thereto.

To borrow money and otherwise contract indebtedness, and to issue its bonds, notes, debentures or other evidences of indebtedness therefor, and to secure such borrowings or indebtednesses by mortgage, pledge or deed of trust or of lien upon any or all of its property, rights and franchises then owned or thereafter to be acquired.

To acquire (by purchase, lease or otherwise), as a going-concern or otherwise, the whole or any part of the assets, business, good will, rights, franchises or other properties of any corporation, association, partnership, trust, entity or person, public or private, domestic or foreign, and to undertake or assume the whole or any part of the obligations or liabilities thereof, and to continue any business so acquired, if lawful for the corporation.

To apply for and register, to acquire by purchase, lease, license, mortgage, pledge, gift and otherwise, to design, produce, manufacture, invent, own, hold, use, display, sell, transfer, exchange, hire, lease, license, mortgage, pledge, dispose of, turn to account, trade and deal with domestic and foreign patents, patent rights, copy-rights, trade-marks, registered marks, trade names, trade secrets, formulae, processes, improvements, inventions, names, brands, labels, marks, licenses and similar rights, powers and privileges.

To conduct its business and activities, and to maintain offices, in any state, district, territory or possession of the United States of America, or any foreign



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country; to do all and everything relative to the accomplishment of the objects enumerated in this certificate or any amendment hereto or incidental to the protection and benefit of the corporation; to have and exercise all the rights, powers and privileges that are now or may hereafter be conferred by the laws of the State of New York on corporations formed thereunder; and, in general, to carry on any lawful business connected with or incidental to the attainment of the objects of the corporation (whether or not such business is similar in nature to the objects stated in this certificate or any amendment hereto), and to do any and all of the acts and exercise any and all of the powers hereinabove mentioned to the same extent as natural persons might or could do.

The foregoing clauses shall be construed both as objects and powers; and the foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the corporation conferred by the laws of the State of New York.

The corporation, in the furtherance of its corporate purposes above set forth, shall have all of the powers enumerated in Section 202 of the Business Corporation Law, subject to any limitation provided in the Business Corporation Law or any other statute of the State of New York.

3. The office of the corporation is to be located in the City of New York, County of New York, State of New York.

4. The aggregate number of shares which the corporation shall have the authority to issue is two hundred (200) shares, all of which shall be without par value.

The capital of the corporation shall be at least equal to the sum of the aggregate par value of all issued shares having par value plus the aggregate amount of consideration received by the corporation for the issuance of shares without par value, plus



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such amounts as, from time to time, by resolution of the Board of Directors, may be transferred thereto.

5. The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.  
20 East 46th Street  
New York, N. Y. 10017

The undersigned incorporator, or each of them if there are more than one, is of the age of twenty-one years or over.

IN WITNESS WHEREOF, this certificate has been executed this 15th day of March, 1967.

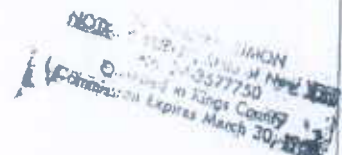
CARMELA LISTROM  
225 Broadway  
New York, N.Y. 10007

ELSIE WEISBERG  
225 Broadway  
New York, N.Y. 10007

LOUIS ENGELMAYER  
225 Broadway  
New York, N.Y. 10007

STATE OF NEW YORK:  
COUNTY OF NEW YORK: SS.:

On this 15th day of March, 1967, before me personally came CARMELA LISTROM, ELSIE WEISBERG and LOUIS ENGELMAYER, to me known to be the persons described in and who executed the foregoing Certificate of Incorporation, and they duly acknowledged to me that they executed the same.



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RECEIPT OF DEPARTMENT OF STATE

STATE OF NEW YORK DEPARTMENT OF STATE  
 DIVISION OF CORPORATIONS AND STATE RECORDS  
 ALBANY

AF

FILING RECEIPT

TYPE OF CERTIFICATE	
Business Corporation	
CORPORATION NAME	DATE FILED
DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.	3/17/67
DURATION & CO. CODE	FILM NO.
P 31	608658-5
NO. AND KIND OF SHARES	
200 npv	
LOCATION OF PRIM. OFFICE	COMMENT
NYC NY CO	
ADDRESS FOR SERVICE OF PROCESS	
THE CORP. - 20 EAST 46TH STREET NEW YORK NY 10017	
REGISTERED AGENT, IF ANY	
FILER AND ADDRESS	
LOUIS ENGELMAYER 225 BROADWAY NEW YORK NY 10007	
6 DOLLAR FEE TO COUNTY	
FEES AND/OR TAX PAID AS FOLLOWS:	
<input checked="" type="checkbox"/> CHK.	<input type="checkbox"/> M.O. <input type="checkbox"/> CASH
\$ .50	

\$ 50 FILING  
 \$ 10 TAX  
 \$ CERTIFIED COPY  
 \$ CERTIFICATE

TOTAL \$ 60  
 REFUND OF \$

TO FOLLOW

me

JOHN P. LOMENZO  
 SECRETARY OF STATE

CO-518 (REV. 3/66)



Legal  
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**NICHOLAS CHAMOUSIS**  
**ATTORNEY AT LAW**  
**260 Madison Avenue, 17th Floor**  
**New York, NY 10016**

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**Tel 212.758.7377**

**Fax 212.448.0066**

**E-Mail [nicholas.chamousis@gmail.com](mailto:nicholas.chamousis@gmail.com)**

October 19, 2021

Mr. Chiruit Isarangkun Na Ayuthaya  
President, Thailand Convention & Exhibition Bureau  
Siam Piwat Tower Building,  
25<sup>th</sup> & 26<sup>th</sup> Floors,  
989 Rama 1 Road, Pathumwan,  
Bangkok, 10330, Thailand

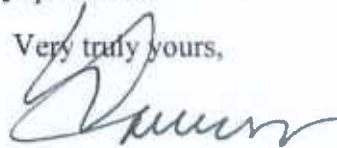
Re: Development Counsellors International, Ltd.

Dear Sir:

I am, and for the last 20 years have served as, Attorney for Development Counsellors International, Ltd. (the "Company"). In that capacity, I am the custodian of the Company's corporate books and records. I hereby certify that Karyl Leigh Barnes is a duly elected Vice President of the Company and the President of its Tourism Practice. As such, she has full authority to sign and enter into client and other contracts and agreements on the Company's behalf in the ordinary course of business.

Please feel free to contact me if you have any questions.

Very truly yours,



Nicholas Chamousis



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*Of the United States,*

*In order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.*



UNITED STATES OF AMERICA

ROPKE

Given Names / Prénoms / Nombres

KARYL LEIGH

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

24 Aug 1975

Place of birth / Lieu de naissance / Lugar de nacimiento

PENNSYLVANIA, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

20 Mar 2015

Date of completion /

19 Mar 2025

Endorsements: Major

SEE PAGE 51

Sex/Sex/Sex

4

Authority / Autorität / Autoridad

United States

Department of State

Department of State

USA

P<USAROPKE<<KARYL<LEIGH<<<<<<<<<<<<<<<<<<<<<<<<<<<  
5061600475USA7508240F2503192267191069<090394



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สำนักงานส่งเสริมการจัดประชุมและนิทรรศการ (องค์การมหาชน) - สสปน.

SIAM PIWAT TOWER, 25TH & 26TH FLOOR, UNIT A2, B1, B2 989 RAMA I ROAD, PATHUMWAN, BANGKOK 10330

ใบเสร็จรับเงิน/Cash Receipt

ได้รับเงินจาก Development Counsellors International Received From : 215 Park Avenue South 14th floor New York, NY 10003 TAX ID -		วันที่ 08/10/2564 เลขที่ IRC1641000009 วันที่อ้างอิง 08/10/2564		
ลำดับที่ Item No.	รายการ Description	จำนวน Quantity	ราคาต่อหน่วย Unit Price	ราคารวม Total Price
1	Received guarantee deposit to the Contact no. 64-103 (2,143 USD)	1 Project	72,261.96	72,261.96
Seventy two thousand two hundred sixty one baht and ninety six satang.			จำนวนเงินทั้งสิ้น Grand Total	72,261.96
Paid By Transfer - วันที่ 08/10/2564				
เบญญาภา 8/10/64 ผู้รับเงิน วันที่ .....		ผู้มีอำนาจลงนาม วันที่ 10/10/64		
หมายเหตุ - ใบเสร็จรับเงินฉบับนี้จะสมบูรณ์ต่อเมื่อมีผู้มีอำนาจลงนาม และ ผู้รับเงิน ได้ลงนามร่วมกัน - หากชำระเป็นเช็คใบเสร็จรับเงินจะสมบูรณ์ต่อเมื่อบริษัทฯ ได้ขึ้นเงินตามเช็คเรียบร้อยแล้ว				



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