ORIGINAL

Asia Representative Employment Agreement

Agreement no. 64-125

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 15th November, 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 Strategies Group Limited ("BSG"), company registration number is 694331, which has registered as a juristic person at Hong Kong, having its principal office located at Flat/Rm, 4114 41/F, Hong Kong Plaza, 188 Connaught Road West, Hong Kong, represented by the authorized person, Mr. Mark Thompson Cochrane, who held the passport's number AJ856546, 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 Asia Representative Employment for the Project of Conventions' Overseas Marketing Representatives Employment, which be according to the Terms and Conditions of this Agreement including Appendix 1 Terms of Reference ("TOR"), Appendix 2 Business Strategies Group Limited's proposal, Appendix 3 Services by Business Strategies Group Limited and Appendix 5 Representative KPIs FY2022, (hereinafter referred as "the Work").

The Representative is obligated to perform the Work as required by TCEB, commencing on 16th November, 2021 to 30th September, 2022.

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

Clause 2. DOCUMENTS THAT ARE PART OF THE AGREEMENT

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

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

Thailand Convention & Exhibition Bureau (Public Organization)
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2.2 Appendix 2 Business Strategies Group Limited's proposal, all 16 (sixteen) pages.

2.3 Appendix 3 Services by Business Strategies Group Limited, all 4 (four) pages.

2.4 Appendix 4 Reimbursement of Expenses, all 1 (one) page.

2.5 Appendix 5 Representative KPIs FY2022, all 1 (one) page.

2.6 Appendix 6 Business Strategies Group Limited's Quotation, all 1 (one) page.

2.7 Appendix 7 Business Strategies Group Limited's corporate documents and passport, all 11 (eleven) 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 USD 3,570 (three thousand, five hundred and seventy US 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.

BUSINESS STRATEGIES GROUP LIMITED

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TCEB
THAILAND CONVENTION & EXHIBITION BUREAU

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 which is not exceed in the amount of USD 71,400 (seventy-one thousand, four hundred US dollar only) (Thailand's VAT included).

TCEB shall effect payment to the Representative, in accordance with the term of payment which set forth in Appendix 1 Terms of reference (TOR), Appendix 6 Business Strategies Group Limited's Quotation from November, 2021 to September 2022, The payment will be made the following :

1) The first payment will be calculated from 16th November, 2021 to 30th November, 2021, a total amount of USD 3,400 (three thousand and four hundred US dollars only) (Thailand's VAT included).

2) The second payment–the last payment will be made on a monthly basis at the rate of USD 6,800 (six thousand and eight hundred US dollars only) (Thailand's VAT included) from December, 2021 to September, 2022.

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 of work is submitted in accordance with Appendix 1 (TOR) and TCEB's inspection committee or representative has inspected and accepted such the Work under Clause 9.

Clause 5. DUTIES AND LIABILITIES OF THE REPRESENTATIVE

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

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

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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.

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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.

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

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

Clause 9. ACCEPTANCE OF THE WORK

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

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

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

The Work under this Agreement, including any orders made by TCEB or the Inspection Committee or TCEB's representative relating to the Work under this Agreement, shall not cause the relationship between TCEB and the Representative, or between TCEB and staff or 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.

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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.

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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

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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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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.....Representative
(by Mr. Mark Thompson Cochrane)
Business Strategies Group Limited

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

Signed: ..... Witness
(.....Ms. Jess Wong.....)
Business Strategies Group Limited

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อ.ส.5 ใบสั่งหักหัวตราสาร

เลขที่ 03516
วันที่ 30 พฤศจิกายน 2564

เลขประจำตัว 0994000112165 เลขที่สาขา
ชื่อผู้เสียภาษีอากร สำนักงาน ห้างหุ้นส่วนจำกัด ประชุมแสงอินทร์ตรวจสอบ (สำนักงานใหญ่)

ในฐานะ ผู้มีหน้าที่เสียอากร

ชื่อผู้มีหน้าที่เสียภาษีอากร
ชื่อ เลขที่ เลข2 ซอย1 ซอย
หมู่บ้าน -
เลขที่ 989
ตรอก/ซอย -
ถนน พระราม 1
แขวง/ตำบล ปทุมวัน
จังหวัด กรุงเทพมหานคร
รหัสไปรษณีย์ 10330

ชื่อสถานที่ ห้างหุ้นส่วนจำกัด เวลธ์
ชั้นที่ 25,26

หมู่ที่ -
แยก -
แขวง/ตำบล ปทุมวัน
จังหวัด กรุงเทพมหานคร

ผู้จ่ายเงิน
เลขประจำตัวผู้เสียภาษีอากร เลขที่สาขา
ชื่อ Business Strategies Group Limited

ได้เสียอากรแสตมป์เป็นตัวเงินสำหรับตราสารตามบัญชีอัตราอากรแสตมป์ ข้อ 4 ลักษณะตราสาร สัญญาจ้างแรงงาน ดังนี้ :

	บาท	สต.
มูลค่าตราสาร	2,347,967	58
ค่าอากรแสตมป์	2,348	00
เงินเพิ่ม	0	00
รวมเงิน	2,348	00

จำนวนเงินเป็นตัวอักษร (**สองพันสามร้อยสี่สิบแปดบาทถ้วน**)
ตามใบเสร็จ เลขที่ 003085 ลงวันที่ 30 พฤศจิกายน 2564
เลขระบบงานสาร อ.ส.4 คือ 01003071-25641130-1-06-000035

ลงชื่อ .....
(นายฤทธิชัย ฤทธิเดช)
ตำแหน่ง เจ้าพนักงานสรรพากรปฏิบัติงาน

ใบสั่งหักหัวตราสารนี้จะสมบูรณ์ก็ต่อเมื่อเจ้าพนักงาน เจ้าพนักงานสรรพากรปฏิบัติงาน เป็นผู้เสียภาษีอากร ได้ลงชื่อและประทับใบเสร็จรับเงิน เรียบร้อยแล้ว

Appendix 1

Terms of Reference

For The Specific Procurement Method

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1. Name of the Project

1.1 Project: Conventions' Overseas Marketing Representatives Employment

1.2 Activity: Asia Representative

2. Budget

Amount of USD 71,400 (Thailand's Vat excluded) equivalent to THB 2,499,000 (estimated exchange rate: USD 1 = THB 35)

3. Background of the Project

As a top market of conventions industry on both convention delegates and international/regional association headquarters, Asia is being targeted as Thailand's source market for Conventions. Representative in Asia, called contractor in this Terms of Reference, will carry out sales, marketing, promotion, and supporting research for Thailand as a destination and provide deliverables and desired output 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 Convention destination in Asia market and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking and promotion with association, media, 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/networking event, annual meeting and other activities determined by TCEB within the time period specified.

5.2 Establish a close working relationship with association, association management company (AMC), professional conference organizer (PCO) and/or meeting planner to increase destination's brand awareness and encourage them to choose Thailand as the destination.

5.3 Maintain and strengthen the current database and build up the new potential leads and update the progress to TCEB.

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

Legalize

5.5 Coordinate and supply information to association clients and all related parties. Also act as TCEB's one stop information center for MICE industry in Asia.

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

5.7 To strengthen and expand Thailand's MICE industry in Asia, the Representative 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 Representative 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 November,16 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.

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

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

Legal

8.2.1 Monthly Report – every 25th of each month

8.2.2 Quarterly Report – at the end of each quarter

8.2.3 Annual Report – at the end of September

9. Payment terms

TCEB shall pay contractor for the provision of the services a total of USD 71,400 (Thailand's Vat included). During the 10.5 months period from November 16th, 2021 to September 30th, 2022 as follow:

(a) The amount of USD 3,400 (Thailand's VAT included) will be payable from November 16th, 2021 to November 30th, 2021

(b) The amount of USD 6,800 (Thailand's VAT included) will be payable from December 2021 to September, 2022

The payment 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 THB 1 of every THB 1,000 or a fraction of THB 1,000 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 THB 100 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.

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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.

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 Suparat Veeravattana

Manager, Conventions Department

Email: Suparat_v@tceb.or.th

Telephone 02 694 6000 ext. 6171

Legal

MARKETING STRATEGIES AND ACTIVITY PLAN FOR TCEB'S CONVENTION DEPT IN 2022

Appendix 2

Prepared by BSG

Legal

INTRODUCTION

- This document provides TCEB with details of BSG's proposed marketing strategies and activity plans, as well as key performance indicators (KPIs) under the terms of a one-year contract.
- The business and service model of convention industry are changing quicker than ever after the pandemic. BSG will provide comprehensive strategies and plans for rebranding Thailand's convention market and raising awareness among the potential leads.
- The KPIs and services proposed in this document can be amended based on feedback from TCEB's convention team.

VISIONS

Followed by the 3-year roadmap, the key vision is to position Thailand as a preferred conventions destination in Asia.

Awareness	Bids	Ranking	Hub	Initiatives
Raise awareness of business opportunities in Thailand.	Bring bids for new international conferences to Thailand.	Boost Thailand's international convention ranking.	Help Thailand to become a regional hub for high-quality, international conventions.	Promote TCEB's supporting initiatives and advantages.

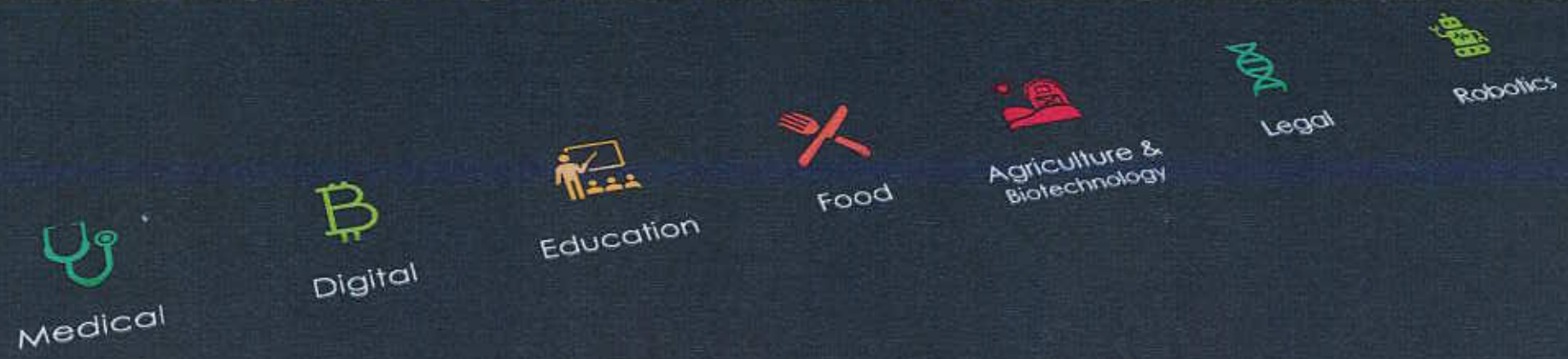
Appendix 2

Legal

BSG

INDUSTRIES

The key targeting industries are to create a value-based economy driven by innovation, technology and creativity.



EVENT TYPES

- ICCA or UIA listed international conventions
- Other world congresses
- Regional conferences
- Newly-launched conferences
- Large confex events
- Cloned conferences

BSG

SALES & MARKETING STRATEGIES

- Lead generation
  - The key ways of approaching potential leads are to leverage our database and connections of convention organizers and industry associations in Asia to find out their marketing plans.
  - BSG will also tap our contacts in key convention associations in East Asia include China, Taiwan, Hong Kong, Japan and Korea, etc. as well as more generic lead generation channels such as ICCA and UIA, in order to get introduced to the targets.
  - Rebranding in the market is a must and a long term strategy to maintain the awareness among the potential leads.

SALES & MARKETING STRATEGIES

- Geographical focus
  - The top priority geographic markets will be China. China has a large number of professional conventions organized by PCOs and associations, who are potentially going abroad. In addition, the pandemic is under control in China and the industry are recovering very fast. China will be most potential market of business travellers. Activities include networking events, sales mission, MICE event participation and joint promotion will be taken place in China to create direct connection with the potential leads.
  - Japan, Korea, Taiwan and Hong Kong are second priority geographic markets. Sales calls and database collection will be conducted and sales mission if possible. The rep will also try to tap into the potential association through partnerships.

SALES & MARKETING STRATEGIES

- Initiative and promotion
  - Various marketing activities shall be taken place continuedly to promote the convention market of Thailand as well as supporting policies.
  - To follow the 3-year roadmap, key messages and voices of TCEB will be spared though leading convention forums.
  - MICE media exposure through BSG's media channel of newsletters will be created as well as dissemination to MICE partners and associations on wechat.
  - Joint promotion with industry partners and cities can also be considered. Details will be explained in the proposed marketing activities. Further discussion are required.

SALES & MARKETING STRATEGIES

- Information, research reports
  - Information collection and research reports will be conducted to monitor the trends and development of the convention industry in Asia because the situation of pandemic is changing quickly.
  - The activity summary and industry information will be updated and included in the monthly report.
  - Database and contacts will be developed time to time.

PROPOSED MARKETING ACTIVITIES

- Sales mission
  - The rep will organise TCEB's visit in East Asia to promote convention in Thailand. It's the most productive activity with reasonable expenses.
  - The physical meetings will be taken with key associations, PCOs, etc. The cities in China are on the priority list with easier management of the trip under the pandemic.

- MICE events participation
  - The rep will attend MICE events in East Asia to promote Thailand and TCEB. The platform will offer opportunities to approach potential leads at one time.
  - The list of potential MICE events will be built in advance for TCEB to review.

Remarks: Activities to be finalized based on budget allocation from TCEB.

PROPOSED MARKETING ACTIVITIES

- Networking luncheon
  - The will organize networking functions in leading cities such as Beijing and Shanghai in China or possibly Tokyo and Seoul.
  - The objective is to build TCEB's brand and profile in those key Asian conference markets and to build quality relationships with key associations and PCOs.

- Roadshow
  - The rep will assist TCEB HQ with roadshows in Asia. It may take longer time to proceed under the current situation.
  - Press interview or MoU signing are considerable at the sessions with high exposure in the local market.

Legal

BSG

Remarks: Activities to be finalized based on budget allocation from TCEB.

PROPOSED MARKETING ACTIVITIES

- Joint promotion with sister cities
  - The rep can work with cities in Asia such as Beijing or Tokyo to promote the convention resources together. The way of joint promotion is widely used in Europe before with good results. It will also be helpful on promoting the Asia Convention Alliance which initiated by TCEB.
  - There will various format of the events but not limited to exhibiting at MICE events, joint promotional activities, press conference, MoU signing ceremony, resource exchange, etc. The partners will contribute and showcase each other's promotional materials or joint hands on the events. It can be a brand new way of cooperating with efforts from both sides. The relationship will be tighten between the cities, especially for ACA.

Legal

BSG

Remarks: Activities to be finalized based on budget allocation from TCEB.

PROMOTIONAL ACTIVITIES

- Other activities
  - FAM trip: The rep can organise FAM trips and bring a convention organizers or media to visit Thailand and to meet potential local partners in Thailand.
  - Webinar: The rep can work with HQ for organizing online activities such as webinar to introduce supporting policies and market information, etc.
  - Joint promotion with Team Thailand: The rep can work with team Thailand (TAT, Thai Consulate, Airlines, industry partners reps, etc.) to promote Thailand as a leading convention destination.
  - Sales calls: The rep will conduct sales calls to potential convention organizers through existing database and new findings.
  - Disseminate of media coverage: The rep will translate and modify the news coverage from HQ and send to potential media partners in Asia.

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Remarks: Activities to be finalized based on budget allocation from TCEB.

BSG

KEY KPIS

KPI Type	Description	KPI
Qualify leads	To secure qualify lead/bids/RFP	12
Sales Call	Sales calls definition to include telephone, face to face and other structured sales discussions reported in monthly report.	120
Contacts for TCEB database	New contact of B2B and association congress organizers to be added to TCEB database. Details will include name, company, contact and email details	150
Monthly Report	Submit a monthly report to TCEB's head office by the 25th of each month in accordance with TCEB's requirements	12
Quarterly Report	Submit a quarterly report to TCEB's head office by the 25th of December, March, June and September in accordance with TCEB's requirements	4
Annual Report	Submit an annual report to TCEB's head office at the end of the fiscal year by the 25th of September in accordance with TCEB's requirements	1
Market Study	Feb 2022: leading conferences in China; Jul 2022: supporting initiatives in competing countries (topics/submission period are subject to change base on further discussion)	2
Marketing Activities	Depend on budget allocation and to be agreed upon by TCEB	-
Disseminate media coverage or article	Disseminate media coverage or article approved by TCEB or requested by TCEB and monitor with clipping report	Upon request (maximum 8)
Translation of article	To translate article provided by TCEB into Chinese	Upon request

FEES & TERMS & TIMING

- BSG will provide this services under the following terms:
  - BSG proposed a monthly retainer fee of **US$6,800 (7% VAT included).**
  - Payment of fees and reimbursing expenses due within **30 days** of each invoice.
  - All other expenses related to activities in Asia to be covered by TCEB including, but not limited to travel expenses, sponsorship fees, media advertisements, booths at MICE events, etc.

FOR MORE INFORMATION ABOUT THIS PROPOSAL, PLEASE CONTACT: BUSINESS STRATEGIES GROUP

mark@bsgasia.com

Legal page 1

BSG

APPENDIX 3

Services by Business Strategies Group Limited

(Attached to the Asia Representative Employment Agreement dated 15th November, 2021)

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

Destination Promotion

1. Establish and maintain contacts with qualified international planners of association program that have the potential and the interest to send conventions, conferences as well as business events to Thailand.
2. Develop, maintain, and utilize a suitable Conventions database for marketing and delegates boosting activities.
3. Assist TCEB's plan and implement the programs of sales missions or road shows to Asia when needed. This includes but is not limited to making land arrangements for the events (on project basis).
4. Design and implement email campaigns (Digital newsletters) to qualified association executives and planner from representative's database.
5. Set up strategies for conventions and conferences with action plans, executing, and evaluation. The set of strategies, action plans, execution and evaluation to be included in monthly report to be submitted to the Director of Conventions Department and or the designated of TCEB.
6. Conduct attendance building activities, including advertising and direct- mailing exercises for promotion of specific conventions and conferences to be and being held in Thailand, when needed.
7. Organized and coordinate familiarization trip for qualified association executives and planner, PCO, AMC and medias to Thailand when needed, including negotiating air travel arrangements with airline partners.
8. Act as the TCEB's one-stop information center for association executives and planner, PCO, AMC, media and the general public in Asia

Legal

9. Provide TCEB with effective market research and intelligence related to convention market in Asia

Public Relations

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

Administration

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

   The Monthly Report must be in writing with detailed activities undertaken during the preceding month and activity proposed for the following month for conventions department. Reports must also be in a format approved by TCEB and be sent to TCEB by 30th November 2021 and 25th of each month, in accordance with TCEB' s requirements as follows;

   a) Leads acquisition
   b) RFPs/Bids Following status
   c) Sales call/visit
   d) Marketing activities
   e) Situation update / Market Intelligence / Business Outlook
   f) News clipping & PR report

Legal

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

a) KPIs achievements, number summary of leads acquisition, RFPs/Bids (year-to-date)

b) Marketing activity achievement highlight of last three months

c) MICE Market overview and competitive analysis.

d) Challenges and difficulties, if any

e) New marketing opportunity identification and recommendation.

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;

a) Executive Summary

b) One year summary on number of leads acquisition, RFPs/ Bids, number of delegates and total annual revenue generated to Thailand

c) One year summary on MICE intelligence update

d) One year overview on market opportunity identification and recommendation

e) 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 Asia offices.

3. Assign at least one (1) dedicated staff of each sector to service the account and matters of TCEB and serve as the main contact and liaison for all day-to-day matters. Working hours of staff shall be Monday to Friday and at least 8 hours per day, starting from 9.00 am (inclusive of any lunch, morning or afternoon tea breaks as long as normal accepted) on working day. Representative is prepared to work any such additional hours as may be directed or as necessary to achieve the objectives under this Agreement.

Legal

4. Monthly 1:1 conference call will be set up between TCEB and Representative for mutual update and discussion on issues that would affect the MICE marketing in Asia

5. Account and matters of TCEB will be designated with a separate incoming telephone number and all calls shall be answered as TCEB. There will also be appropriate signage at the office premises to show TCEB representation, separate stationery and business cards reflecting the TCEB identity as provided by Head Quarter.

6. 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 familiarization trip and/or annual meeting organized by TCEB.

Legal

APPENDIX 4

Reimbursement of Expenses

(Attached to the Asia Representative Employment Agreement dated 15th November, 2021)

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

Reimbursement of Expenses

1. In case there are bank charges associated to the payment, it is agreed that TCEB shall be responsible 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
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.

Legal

APPENDIX 5

Representative KPIs FY2022

(Attached to the Asia Representative Employment Agreement dated 15th November, 2021)

Market/Area: Asia

Contract Period: November 16th, 2021 - September 30th, 2022 (10.5 months)

Performance Evaluation

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

CONVENTIONS

1. Secure 12 Leads acquisition
2. Generate 120 sales call for the year to create new qualified international association buyers, PCOs, AMCs, or congress organizers
3. Establish new database of 150 contacts of associations, PCOs AMCs, congress organizers and maintain accuracy of conventions market database. The database must include name, organization, contact and email details and be GDPR compliant. The database information must be reported to TCEB head office on a quarterly basis.
4. Implement marketing activities assigned by TCEB
5. Conducting 2 market studies
6. Design and implement digital newsletters to association executives and planners from representative's database.
7. Provide sales outreach to the database of qualified international planners of association programs on behalf of TCEB.
8. Monthly Report to be submitted to the head office of TCEB by 30th November 2021 and 25th of each month, in accordance with TCEB's requirements
9. Quarterly Report to be submitted to the head office of TCEB by the end of each quarter (Fiscal Quarter end in December, March, June and September) in accordance with TCEB's requirements
10. Annual Report to be submitted to the head office of TCEB by the end of fiscal year 30th of September, in accordance with TCEB's requirements
11. Disseminate media coverage or news article as approved or requested by TCEB head office and monitor with clipping report.
12. Translate article provided by TCEB into Chinese upon request.

Legal

Appendix 6

BUSINESS STRATEGIES GROUP
Suite 4114, Hong Kong Plaza
188 Connaught Road West
Hong Kong

www.bsgasia.com

Tel: +852 2525 6120
Fax: +852 2525 6171
Email: info@bsgasia.com
Website: www.bsgasia.com

Friday, 15 October 2021

Quotation code: SA591-C

Mr. Chiruit Isarangkun Na Ayuthaya
President
Thailand Convention & Exhibition Bureau
Siam Piwat Tower Building, 25, 26 Floor, Unit A2, B1, B2,
989 Rama I Road, Pathumwan,
Bangkok 10330
Thailand

QUOTATION			
Description	**Unit**	**Unit Price (US$)**	**Total (US$)**
Retainer fee – 16 to 30 Nov 2021 (Thailand's 7% VAT included)	1	3,400	3,400
Retainer fee – Dec 2021 to Sep 2022 (Thailand's 7% VAT included)	10	6,800	68,000
TOTAL			**71,400**

BUSINESS STRATEGIES GROUP LIMITED

Mark Cochrane
Managing Director
Business Strategies Group

Legal

Appendix 7

正 本
ORIGINAL

表格 2 FORM 2
[第 5 條]
[regulation 5]

《商業登記條例》（第 310 章）
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
《商業登記規例》
BUSINESS REGISTRATION REGULATIONS
商業/分行登記證 Business/Branch Registration Certificate

業務 / 法團所用名稱
Name of Business/ Corporation
BUSINESS STRATEGIES GROUP LIMITED

業務 / 分行名稱
Business/ Branch Name
BUSINESS STRATEGIES GROUP LIMITED

地 址
Address
FLAT/RM 4114 41/F
HONG KONG PLAZA
188 CONNAUGHT ROAD WEST
HK

業務性質
Nature of Business
CONSULTANCY

法律地位
Status
BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
12/11/2021	11/11/2024	30589654-001-11-21-6	$866 (登記費 FEE = $116) (徵費 LEVY = $750)

請注意下列《商業登記條例》的規定：

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

繳款時請將此商業/分行登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業/分行登記證。（請參閱背頁繳款辦法所載內容。）

Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business/branch registration certificate upon payment. (Please see payment instructions overleaf.)

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

P20202 03/11/21 56837158 779382 CHQ $866.00 S

Legal

公司註冊處
Companies Registry

周年申報表
Annual Return

Appendix D

表格 Form **NAR1**

公司編號 Company Number

694331

註 Note

1 公司名稱 Company Name

Business Strategies Group Limited

❼ 2 商業名稱(如有的話) Business Name (If any)

(Nil)

3 公司類別 Type of Company
請在適用的空格內加上 ✓ 號 Please tick the relevant box

☑ 私人公司 Private company ☐ 公眾公司 Public company ☐ 擔保有限公司 Company limited by guarantee

❶ 4 本申報表的結算日期
Date to which this Return is Made Up

日 DD	月 MM	年 YYYY
12	11	2017

*(如屬私人公司，本申報表應列載截至公司成立為法團的周年日期的資料。
如屬公眾公司，申報表的結算日期應為該公司的會計參照期結束後的 6 個月屆滿之日。
如屬擔保有限公司，申報表的結算日期應為該公司的會計參照期結束後的 9 個月屆滿之日。
For a private company, the information in this return should be made up to the anniversary of the date of its incorporation.
For a public company, the return should be made up to the date that is 6 months after the end of its accounting reference period.
For a company limited by guarantee, the return should be made up to the date that is 9 months after the end of its accounting reference period.)*

❾ 5 隨本表格交付的財務報表所涵蓋的會計期
Period Covered by Financial Statements Delivered with this Form
(私人公司無需填報此項 A private company need not complete this section)

日 DD	月 MM	年 YYYY		日 DD	月 MM	年 YYYY
	N/A		至 To			

❿ 6 註冊辦事處地址 Address of Registered Office

812 Silvercord, Tower 1, 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong

❸ 提交人資料 Presentor's Reference

姓名 Name: Moore Stephens Associates Limited
地址 Address: 812 Silvercord, Tower 1,
30 Canton Road,
Tsimshatsui, Kowloon
Hong Kong
電話 Tel: 2375 3180 傳真 Fax: 2375 3828
電郵 Email:
檔號 Reference: 26130022, Due Date:24/12/2017

請勿填寫本欄 For Official Use

Legal

表格
Form **NAR1**

公司編號 Company Number

694331

⓫ 7 電郵地址 Email Address

mark@bsgasia.com

8 按揭及押記 Mortgages and Charges

截至本申報表的結算日期，所有根據《公司條例》須向公司註冊處處長登記的，或若於 1912 年 1 月 1 日後設定便須如此登記的按揭及押記的負債總額

Total amount of the indebtedness as at the date to which this return is made up in respect of all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to the Companies Ordinance or would have been required to be so registered if created after 1 January 1912

(Nil)

9 無股本公司的成員人數 Number of Member(s) of a Company Not Having a Share Capital

(有股本的公司無需填報此項 Company having a share capital need not complete this section)

截至本申報表的結算日期的成員人數
Number of Member(s) as at the Date to which this Return is Made Up: N/A

⓬ 10 股本 Share Capital

(無股本的公司無需填報此項 Company not having a share capital need not complete this section)

截至本申報表的結算日期 As at the Date to which this Return is Made Up				
股份的類別 (如普通股／優先股等) Class of Shares (e.g. Ordinary／Preference etc.)	貨幣單位 Currency	已發行股份 Issued Shares		
		總數 Total Number	總款額 Total Amount	已繳或視作已繳的總款額 Total Amount Paid up or Regarded as Paid up
Ordinary	HKD	20	20.00	20.00
總數 Total	HKD	20	20.00	20.00

Legal

表格 Form **NAR1**

公司編號 Company Number: 694331

11 公司秘書 Company Secretary

A. 公司秘書（自然人）Company Secretary (Natural Person)

(如超過一名公司秘書屬自然人，請用續頁 A 填報 Use Continuation Sheet A if more than 1 company secretary is a natural person)

中文姓名 Name in Chinese		(Blank Section)
英文姓名 Name in English	姓氏 Surname	
	名字 Other Names	
前用姓名 Previous Names	中文 Chinese	
	英文 English	
別名 Alias	中文 Chinese	
	英文 English	
⓭ 香港通訊地址 Hong Kong Correspondence Address		
	地區 Region	香港／HONG KONG
⓮ 電郵地址 Email Address		

⓯ 身分證明 Identification

(a) 香港身分證號碼 Hong Kong Identity Card Number

(b) 護照 Passport — 簽發國家 Issuing Country

號碼 Number

B. 公司秘書（法人團體）Company Secretary (Body Corporate)

(如超過一名公司秘書屬法人團體，請用續頁 A 填報 Use Continuation Sheet A if more than 1 company secretary is a body corporate)

⓰ 中文名稱 Name in Chinese	(Nil)
⓯ 英文名稱 Name in English	First Island Secretaries Limited
⓱ 香港地址 Hong Kong Address	812 Silvercord, Tower 1,
	30 Canton Road,
	Tsimshatsui, Kowloon
地區 Region	香港／HONG KONG
⓲ 電郵地址 Email Address	(Nil)

公司編號 Company Number: 49295

指明編號 1/2014 (2014年3月) Specification No. 1/2014 (March 2014)

(NAR1.FME)

Legal

表格
Form **NAR1**

公司編號 Company Number
694331

12 董事 Directors

A. 董事（自然人）Director (Natural Person)

(如超過一名董事屬自然人，請用續頁 B 填報 Use Continuation Sheet B if more than 1 director is a natural person)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

⑱ 身分 Capacity: ☑ 董事 Director ☐ 候補董事 Alternate Director

代替 Alternate to: (Nil)

中文姓名 Name in Chinese: (Nil)

英文姓名 Name in English
- 姓氏 Surname: Woodward
- 名字 Other Names: Paul Steven

前用姓名 Previous Names
- 中文 Chinese: (Nil)
- 英文 English: (Nil)

別名 Alias
- 中文 Chinese: (Nil)
- 英文 English: (Nil)

⑲ 住址 Residential Address:
Rosecroft House
Croft Mews
London, N12 8TR

國家／地區 Country／Region: United Kingdom

⑳ 電郵地址 Email Address: woodward.paul@gmail.com

㉑ 身分證明 Identification

(a) 香港身分證號碼 Hong Kong Identity Card Number: K [ ] 2 9 0 3 2 3 (7)

(b) 護照 Passport
- 簽發國家 Issuing Country: (Nil)
- 號碼 Number: (Nil)

Legal

表格 Form **NAR1**

公司編號 Company Number: 694331

12 董事 Directors (續上頁 cont'd)

B. 董事（法人團體）Director (Body Corporate)

(如超過兩名董事屬法人團體，請用續頁 C 填報 Use Continuation Sheet C if more than 2 directors are body corporate)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

⑱ 1 身分 Capacity ☐ 董事 Director ☐ 候補董事 Alternate Director 代替 Alternate to

中文名稱 Name in Chinese (Blank Section)

英文名稱 Name in English

㉒ 地址 Address

國家／地區 Country／Region

⑳ 電郵地址 Email Address

公司編號 Company Number
(只適用於在香港註冊的法人團體)
(Only applicable to body corporate registered in Hong Kong)

請在適用的空格內加上 ✓ 號。Please tick the relevant box(es)

⑱ 2 身分 Capacity ☐ 董事 Director ☐ 候補董事 Alternate Director 代替 Alternate to

中文名稱 Name in Chinese (Blank Section)

英文名稱 Name in English

㉒ 地址 Address

國家／地區 Country／Region

⑳ 電郵地址 Email Address

公司編號 Company Number
(只適用於在香港註冊的法人團體)
(Only applicable to body corporate registered in Hong Kong)

規明編號 1/2014 (2014 年 3 月) Specification No. 1/2014 (March 2014)

(NAR1.FME)

BUSINESS STRATEGIES GROUP LIMITED

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表格
Form **NAR1**

公司編號 Company Number

694331

12 董事 Directors (續上頁 cont'd)

C. 備任董事 Reserve Director

(只適用於只有一名成員而該成員同時亦是唯一董事的私人公司)
(Only applicable to a private company with only one member who is also the sole director of the company)

中文姓名 Name in Chinese		(Blank Section)
英文姓名 Name in English	姓氏 Surname	
	名字 Other Names	
前用姓名 Previous Names	中文 Chinese	
	英文 English	
別名 Alias	中文 Chinese	
	英文 English	
⑲ 住址 Residential Address		
	國家／地區 Country／Region	
⑳ 電郵地址 Email Address		

㉑ 身分證明 Identification

(a) 香港身分證號碼 Hong Kong Identity Card Number

(b) 護照 Passport

發發國家 Issuing Country	
號碼 Number	

規明編號 1/2014 (2014年3月) Specification No. 1/2014 (March 2014)

(NAR1.FME)

Legal

表格 Form **NAR1**

公司編號 Company Number
694331

23 **13 有股本公司的成員詳情 Particulars of Member(s) of a Company Having a Share Capital**
(有股本的公司必須填報此項 Company having a share capital must complete this section)
請在適用的空格內加上 ✓ 號 Please tick the relevant box

☑ 非上市公司的成員詳情列於附表一
Particulars of members of a non-listed company are listed in Schedule 1

☐ 上市公司的成員詳情列於附表二
Particulars of members of a listed company are listed in Schedule 2

24 **14 公司紀錄 Company Records**
(如空位不足，請用續頁 D 填報 Use Continuation Sheet D if the space provided is insufficient)

公司備存下列紀錄的地址(如並非備存於第 6 項所述的註冊辦事處內)
Address where the following company records are kept (if not kept at the registered office stated in Section 6)

公司紀錄 Company Records	地址 Address
N/A	

15 陳述書 Statement
(如屬私人公司，請在空格內加上 ✓ 號以作出此項陳述 For a private company, please tick the box to make the Statement)

☑ 現述明公司自最近一份周年申報表的結算日期起(如屬首份周年申報表，則自公司成立為法團的日期起)，並沒有發出邀請，以邀請公眾人士認購公司的任何股份或債權證；同時如成員人數於本申報表的結算日期當日超過五十名，則超出五十名之數的成員，全屬根據《公司條例》第11(2)條於計算公司成員人數時不包括在內的人。
The company has not, since the date of the last annual return (or since the date of incorporation in the case of the first annual return), issued any invitation to the public to subscribe for any shares or debentures of the company and that if the number of members of the company exceeds 50 as at the date of this return, the excess consists wholly of persons who, under section 11(2) of the Companies Ordinance, are excluded in the calculation of the number of members of the company.

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提示 Advisory Note
所有公司董事均應閱讀公司註冊處編製的《董事責任指引》，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read 'A Guide on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide.

本申報表包括下列續頁 This Return Includes the following Continuation Sheet(s)

續頁 Continuation Sheet(s)	A	B	C	D
頁數 Number of pages	0	1	0	0

6 簽署 Signed :

姓名 Name : Mark Cochrane 日期 Date : 13/11/2017
董事 Director／~~公司秘書 Company Secretary~~ * 日 DD / 月 MM / 年 YYYY

**請刪去不適用者 Delete whichever does not apply*

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(NAR1.FME)

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表格 Form **NAR1**

附表一 Schedule 1
(非上市公司適用
FOR NON-LISTED COMPANY)

本申報表的結算日期
Date to which this Return is Made Up

12	11	2017
日 DD	月 MM	年 YYYY

公司編號 Company Number

694331

25 非上市公司的成員詳情 (第 13 項)
Particulars of Member(s) of a Non-listed Company (Section 13)

(有股本的非上市公司必須填報此頁，如空位不足，或超過一類股份，可另加附表一。)
(Non-listed company having a share capital must complete this page. If the space provided is insufficient, or if there is more than one class of shares, please use additional Schedule 1.)

截至本申報表的結算日期的成員詳情 Particulars of Member(s) as at the Date to which this Return is Made Up

股份類別 Class of Shares: Ordinary

此類別股份的已發行總數 Total Number of Issued Shares in this Class: 20

姓名／名稱 Name	地址 Address	股份 Shares			備註 Remarks
		現時持有量 Current Holding	轉讓* Transferred *		
			數目 Number	日期 Date	
Infospeed Investment Limited	812 Silvercord, Tower 1, 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong	19			change of address
Mark Cochrane	Flat 1A, Block AB, Fulham Garden, 84 Pok Fu Lam Road, Hong Kong	1			

* 如公司的股份自上一份周年申報表日期以來(如屬首份周年申報表，則自公司成立為法團以來)有任何轉讓，有關詳情亦請一併申報；股份受讓人的姓名／名稱請在「備註」一欄註明。
* If there have been any transfers of the company's shares since the date of the last annual return (or since incorporation if this is the first annual return), please also provide details of the transfers; the name of the transferee should be stated in the 'Remarks' column.

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(NAR1-S1-FME)

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表格 Form **NAR1**

續頁 B Continuation Sheet B

本申報表的結算日期
Date to which this Return is Made Up

12	11	2017
日 DD	月 MM	年 YYYY

公司編號 Company Number: 694331

董事詳情（自然人）（第 12A 項） Details of Director (Natural Person) (Section 12A)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

⑱ 身分 Capacity: ☑ 董事 Director ☐ 候補董事 Alternate Director

代替 Alternate to: (Nil)

中文姓名 Name in Chinese: (Nil)

英文姓名 Name in English
- 姓氏 Surname: Cochrane
- 名字 Other Names: Mark

前用姓名 Previous Names
- 中文 Chinese: (Nil)
- 英文 English: (Nil)

別名 Alias
- 中文 Chinese: (Nil)
- 英文 English: (Nil)

⑲ 住址 Residential Address:
Flat 1A, Block AB
Fulham Garden
84 Pok Fu Lam Road

國家／地區 Country/Region: Hong Kong

⑳ 電郵地址 Email Address: mark@bsgasia.com

㉑ 身分證明 Identification

(a) 香港身分證號碼 Hong Kong Identity Card Number: P 7 3 9 9 9 5 (6)

(b) 護照 Passport
- 發證國家 Issuing Country: (Nil)
- 號碼 Number: (Nil)

Legal

ENDORSEMENTS AND LIMITATIONS

This passport is valid for all countries unless otherwise specified. The bearer must comply with any visa or other entry regulations of the countries to be visited.

SEE OBSERVATIONS BEGINNING ON PAGE 5 (IF APPLICABLE)

MENTIONS ET RESTRICTIONS

Ce passeport est valable pour tous les pays, sauf indication contraire. Le titulaire doit se conformer aux formalités relatives aux visas ou aux autres formalités d'entrée des pays où il a l'intention de se rendre.

VOIR LES OBSERVATIONS DÉBUTANT À LA PAGE 5 (LE CAS ÉCHÉANT)

Signature of bearer - Signature du titulaire

EKU902 15

AJ856546

PASSPORT
PASSEPORT

CANADA

Type/Type: P

Issuing Country/Pays émetteur: CAN

Passport No./N° de passeport: AJ856546

Surname/Nom: COCHRANE

Given names/Prénoms: MARK THOMPSON

Nationality/Nationalité: CANADIAN/CANADIENNE

Date of birth/Date de naissance: 13 APR /AVR 70

Sex/Sexe: M

Place of birth/Lieu de naissance: WINNIPEG CAN

Date of Issue/Date de délivrance: 20 FEB /FÉV 19

Date of expiry/Date d'expiration: 20 FEB /FÉV 24

Issuing Authority/Autorité de délivrance: HONG KONG

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P<CANCOCHRANE<<MARK<THOMPSON<<<<<<<<<<<<<<<<<<

AJ856546<9CAN7004133M2402206<<<<<<<<<<<<<<<<08

Legal