

**Contract for marketing activity in America's Worldwide Exhibition & Events
(IMEX America 2022)**

Contract no.65-084

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 **October 5th, 2022**, 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 Contractor"** on the other part.

The Parties hereto has agreed as follows;

CLAUSE 1 AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Contractor agrees to accept the commission for the activity: America's Worldwide Exhibition for Inventive Travel, Meetings & Events (IMEX America 2022), which be according to the Terms and Conditions of this contract and Scope of Work that specified in **Appendix 1** Terms of Reference ("TOR"), **Appendix 2** Development Counsellors International, Ltd.'s Quotation, (hereinafter referred as **"the Work"**).

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 Terms of Reference (TOR), all 5 (five) pages.
- 2.2 Appendix 2 Development Counsellors International, Ltd.'s Quotation, all 3 (three) page.
- 2.3 Appendix 3 Development Counsellors International, Ltd.'s corporate documents and passport, all 16 (sixteen) pages.

Legal
KIR

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 1,662.10 USD (one thousand, six hundred and sixty-two one US dollars and ten cents), 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 Net Service fee in the amount of 33,242 USD (thirty-three thousand, two hundred and forty-two US dollars only) 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.

Legal K42

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 within **October 6th, 2022**, 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 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 RIGTH 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 PERSONAL DATA

The Contractor is deemed as the personal data processor pursuant to this Contract, having the duties to implement the procedure of personal data collection, use or disclosure for or on behalf of TCEB in accordance with the Personal Data Protection Act B.E. 2562 and other laws enacted in accordance with the Personal Data Protection Act B.E. 2562, hereinafter referred to as the "**Personal Data Protection Law**" being in force and effect at the date of this Contract and its amendment thereafter. Both parties hereto accept and mutually agree as follows:

(1) TCEB, as personal data controller, agrees to designate the Contractor as personal data processor, to implement the procedure of personal data collection, use, or disclosure of buyers, clients, or industry/association partners who visit the Thailand booth. The personal data includes first name, surname, positions held, mobile telephone number, and email address to create a network and expand the business, for press release distribution, sending marketing information, and as a database to coordinate and for invitations to attend future activities.

In this regard, the Contractor must complete the personal data processing within the specified period of time pursuant to this Contract, except for the case that the parties agree to amend the Contract or extend the period of time in performing the work pursuant to the Contract.

(2) The Contractor must explain TCEB's Privacy Notice to the data subject for acknowledgement pursuant to (1). The details of which are available at <https://www.businesseventsthailand.com/en/policy> or the documents attached to this Contract. Additionally, it shall request for the data subject's consent prior to processing of the personal data.

(3) The Contractor shall limit the access to the personal data under this Contract solely to the officer and/or employee, agent or any person assigned and having the duty or necessity to access the personal data under this Contract only.

(4) The Contractor shall control and supervise the officer and/or employee, agent or any person, who perform the duty of personal data processing, to maintain the confidentiality of the personal data with the same standard and to strictly comply with the Personal Data Protection Law. The Contractor must process the personal data pursuant to the purpose of the operation as specified in this Contract only, and shall strictly not reproduce, duplicate, make copy or take photo of the personal data, whether in whole or in part, except that it complies with the terms of the Contract.

(5) In case the data subject submits the request for exercising the data subject's right in accordance with the Personal Data Protection Law directly to the Contractor, then, the Contractor shall immediately notify and send such request to TCEB. Additionally, the Contractor shall take the action to assist or support TCEB for responding to the data subject's request. In this regard, the Contractor shall not respond to such request by itself, except that TCEB shall designate the Contractor to take the action for specific matter relevant to such request.

(6) The Contractor shall prepare and keep all Record of Processing processed by the Contractor within the scope of this Contract and the data as specified below, and shall deliver such record to TCEB upon the termination of Contract and/or upon TCEB's request promptly.

- (a) Type of personal data processing;
- (b) Name and contact details of subcontractor (if any, in case of being permitted by TCEB in writing);
- (c) Name and contact details of subcontractor's personal data protection officer (if any, in case of being permitted by TCEB in writing);
- (d) Transfer of data abroad or to the international organization, and the documents specifying the appropriate protection measurement;
- (e) General explanation of technical measurement and administrative measurement for personal data protection;

the Contractor pursuant to this Contract. The Contractor shall also be liable to TCEB for the performance of such subcontractor.

(13) The Contractor's duty and responsibility to comply with the Contract shall be terminated from the date of the agreed work completion or the date at which the Contractor and TCEB have agreed in writing to terminate the Contract, as the case may be. However, the termination of this Contract shall not prejudice to the Contractor's duty to delete or destroy the personal data as specified in clause 16 (8) and the confidentiality obligation as specified in clause 16 (4) and clause 16 (11) of this Contract.

(14) Apart from the duty and responsibility as specified in this Contract, in case of damage arising from the Contractor's noncompliance with TCEB's order in relation to the collection, use or disclosure of the personal data, or breach of the provisions on part of the personal data, then, the Contractor shall be responsible for such damage occurring to TCEB. Additionally, the Contractor shall be deemed as personal data controller in accordance with the Personal Data Protection Act B.E. 2562 in substitution of TCEB, and in which the Contractor shall be responsible as if the Contractor were the personal data controller.

(15) In case the Contractor does not strictly comply with TCEB's order on part of the personal data, then, TCEB shall be entitled to immediately terminate this Contract.

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 Contractor shall deliver all these documents to TCEB upon the completion of the Contract. The Contractor 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.

Legal KUP



อ.ศ.5 ใบสภักดิ์สงคราม

เลขที่ 01276
วันที่ 19 ตุลาคม 2565

เลขประจำตัว 0994000112165 เลขที่สาขา
ผู้ถือใบสภักดิ์สงคราม สำนักงาน ส่งเสริมการจัดประชุมและนิทรรศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่สภักดิ์สงคราม

ชื่อ : เลขรหัสประจำตัว
ชื่อ : เลขที่ -
นามสกุล :
เลขที่ 989 ชุด A2, B1 และ B2
ครอบครัว/ครอบครัว -
ถนน พระราม 1
เขต/อำเภอ ปทุมวัน
รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามทิวรรณทาวเวอร์
ชั้นที่ 25, 26

หมู่ที่ -
แยก -
แขวง/ตำบล ปทุมวัน
จังหวัด กรุงเทพมหานคร



ผู้สัญญา
เลขประจำตัวผู้สภักดิ์สงคราม เลขที่สาขา
ชื่อ Development Counsellors International, Ltd.

ใบสภักดิ์สงครามแสดงเป็นตัวเงินสำหรับตราสารตามบัญชีอัตราแลกเปลี่ยนเงินตราไทย ปี 4
ลักษณะตราสาร ดังต่อไปนี้ :



มูลค่าตราสาร

ค่าอาคารแสดง
เงินเพิ่ม

รวมเงิน

บาท

สต.

1,248,542

93

1,249

00

0

00

1,249

00

จำนวนเงิน เป็นตัวอักษร (หนึ่งพันสองร้อยสี่สิบเก้าบาทถ้วน)

ตามใบเสร็จ เลขที่ 002934

ลงวันที่ 19 ตุลาคม 2565

เลขระบุเอกสาร อ.ศ.4 คือ 01003071-25651019-1-02-000077

ลงชื่อ

(นางจินดา สุพรรณพงศ์)

ตำแหน่ง

นักวิชาการสรรพากรปฏิบัติการ

ใบสภักดิ์สงครามนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อาคารแสดงเงินของหน่วยงานเก็บภาษีอากร
ได้ลงชื่อและลงลายมือชื่อรับเงินเรียบร้อยแล้ว

Terms of Reference (TOR)

For the procurement specific method

1. **Project Name**

โครงการสร้างโอกาสทางการตลาดของประเทศไทยในเวทีสากล (IMEX America 2022)

Activity Name

America's Worldwide Exhibition for Inventive Travel, Meetings & Events (IMEX America 2022)

2. **Budget**

1,230,000 Baht equivalent to USD 33,242 (Estimated exchange rate 1 USD = 37 THB) No VAT

3. **Event Date and Location**

11 – 13 October 2022 in Las Vegas, USA

4. **Objectives of the Project**

4.1. **Increase presence of Thailand as Key MICE destination**

- To gain competitive advantage and Thailand awareness in the market and to negotiate and bid Thailand as destination with key buyers for business in 2023 and beyond
- To reestablish and strengthen customer confidence reinforcing the capability of Thailand and destination's image in handling MICE post pandemic, emphasizing success story and experience as one of the first countries that welcome international MICE groups
- To promote TCEB marketing campaign, sustainability initiatives and as well as partnership and collaboration forces which benefit international buyers attending the event

4.2. **Accelerate Business Opportunities for Thailand with key industry partners and clients**

- To re-generate and re-activate business opportunity and group leads from fast-moving international markets for MICE
- To facilitate and bridge business opportunity for Thai private sectors
- To update potential partners and meet with new generation of active players at global MICE community

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.

5. Scope of Work

- 5.1. Manage booth construction and booth decoration with contractor to maximize Thailand awareness and to serve the project objectives during the show dates from 11-13 October 2022. (The booth design is subject to the TCEB's approval)
- 5.2. Manage booth setup installation and materials preparation if any prior the show date and booth dismantle after the show as necessary.
- 5.3. Manage pre-schedule appointments and walk-in appointments with potential buyers to get at least 24 appointments at the tradeshow
- 5.4. 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
- 5.5. 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.
- 5.6. Provide relevant market information and insights as well as competitors movement, if any from attending the tradeshow to be reported to TCEB.
- 5.7. 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 specified period as follows:

Legal
2
Kuk

Details of submission	Due Date
<ul style="list-style-type: none"> - Post event summary report including market information and insights as well as competitors movement, if any - Business leads report - Database of buyers/clients visiting the Thailand booth - Photos from the event (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.

3
Legal

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.

Legal *Copy*
4 *KER*

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
Manager, Meetings and Incentives Department
Email: napat_w@tceb.or.th

Copy 5
Legal



NEW YORK | DENVER | LOS ANGELES | TORONTO

215 Park Avenue South | 14th Floor

New York, NY 10003

T 212.725.0707

aboutdci.com


IMEX America

October 10-13, 2022

PREPARED FOR:



Legal
KX



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 October 11-13, 2022 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 top 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 partners which would result in future business opportunities.
- Gather new 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 600 sq. ft. booth for IMEX America. The estimated costs are as follows:

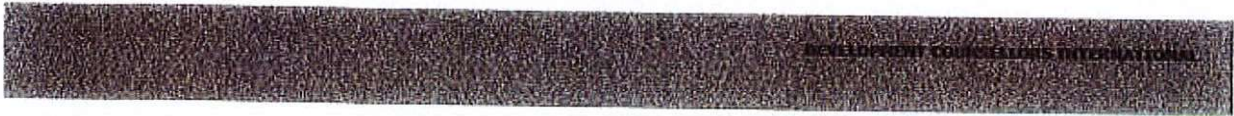
- Exhibit Ready 600 sq. ft. booth: \$33,242 USD
 - Exhibit Ready Booth Design
 - Booth Decorations
 - Furniture
 - Carpet
 - AV
 - Electric
 - Booth Build-up

Total Estimated Expenses: \$33,242 USD

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

Approved and Accepted By:

Legal²
Kf





Stella Tsitsipatis
Account Director
Development Counsellors International

September 14, 2022
Date

Legal
RH

RESTATED CERTIFICATE OF INCORPORATION

OF

DEVELOPMENT COUNSELOORS INTERNATIONAL, LTD.

Under Section 807 of the Business Corporation Law.

Filed by: NICHOLAS CHAMOUSIS, ESQ.
(Name)
260 MADISON AVENUE, 21ST FLOOR
(Mailing address)
NEW YORK, NY 10017
(City, State and Zip code)

*Legal
AK*

CSC 45
Drawdown

071

196

RESTATED CERTIFICATE OF INCORPORATION

STATE OF NEW YORK
DEPARTMENT OF STATE

OF

FILED JAN 24 2017

TAXS

BY:

DEVELOPMENT COUNSELOORS INTERNATIONAL, LTD.

072

Under Section 807 of the Business Corporation Law.

New York

Filed by: NICHOLAS CHAMOUSIS, ESQ.

(Name)

260 MADISON AVENUE, 21ST FLOOR

(Mailing address)

NEW YORK, NY 10017

(City, State and Zip code)

cust ref: 472013MEO

RECEIVED
JAN 25 2 14:00

2017 JAN 24 AM 9:12

FILED

Legal
AK

- of
- (xi) the making of a loan to any person, including any Shareholder or other employee;
 - (xii) an amendment or waiver of a provision of the charter, articles or by-laws the Corporation that adversely affects the Shareholders;
 - (xiii) the acquisition of any other corporation or entity;
 - (xiv) the making of any investment other than investments in prime commercial paper, money market funds or certificates of deposit in any United States bank having a net worth in excess of \$100,000,000.00 or obligations issued or guaranteed by the United States of America;
 - (xv) the establishment of extraordinary reserves;
 - (xvi) any capital expenditure in excess of \$50,000.00;
 - (xvii) any expenditures in excess of \$50,000.00 other than in the ordinary course of business; or
 - (xviii) making an election to terminate, or taking any other action that would have the effect of terminating, the S Corporation status of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this Restated Certificate of Incorporation to be executed this 13th day of January, 2017.

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

By: 

Name: Andrew T. Levine

Title: President

Legal
KLL

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

FIFTH: The Secretary of State is designated as the 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 him is:

Development Counsellors International, Ltd.
215 Park Avenue South, 14th Floor
New York, NY 10003

SIXTH: The taking of any of the following actions by the Corporation shall require (A) the affirmative vote of the holders of at least 80% of all shares issued and outstanding and (B) the unanimous vote of all directors of the Corporation:

- | | | |
|------------|--------|--|
| | (i) | adoption of any plan or agreement for the merger or consolidation of the Corporation into or with one or more other corporations; |
| assets | (ii) | approval of any sale, lease, exchange, mortgage, pledge, creation of a security interest in or other disposition of all or substantially all of the of the Corporation; |
| | (iii) | liquidation, dissolution or winding up of the business or affairs of the Corporation; |
| | (iv) | adoption, amendment or repeal of any by-law regulating the respective powers of the shareholders and the directors, the number of directors, the election, tenure and removal of directors and officers, the titles, authorities and duties of the officers or the procedure for amending the by-laws; |
| Directors; | (v) | change in the number of directors constituting the entire Board of |
| | (vi) | removal for cause or (to the extent permitted by statute and the by-laws) without cause, of any director or officer, or change in the base salary compensation of any Shareholder; |
| | (vii) | an increase or decrease in the number of authorized Shares, the issuance of any additional Shares or the creation or authorization of any obligation or security convertible into Shares; |
| | (viii) | creation, authorization of shares of or the issuance of shares of any class or series of stock having any rights, preferences, powers or priority over the Shares; |
| | (ix) | incurring of any indebtedness except for trade accounts of the Corporation arising in the ordinary course of business; |
| | (x) | an increase in the principal amount (currently \$500,000.00) of the Corporation's available line of credit with Citibank, N.A.; |

Legal
KLL

CSC 45
Drawdown

1701240000

071

RESTATED CERTIFICATE OF INCORPORATION
OF

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

(Under Section 807 of the Business Corporation Law (the "Business Corporation Law"))

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD., a New York corporation (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is Development Counsellors International, Ltd.
2. The original Certificate of Incorporation (the "Certificate of Incorporation") of the Corporation was filed with the Secretary of State of the State of New York on March 17, 1967.
3. Pursuant to Section 807 of the Business Corporation Law, and as duly adopted by the unanimous written consent of the Board of Directors of the Corporation and by the unanimous written consent of the shareholders of the Corporation:
 - (a) Article 2 of the Certificate of Incorporation, relating to the purpose or purposes for which the Corporation may exist, is hereby deleted in its entirety and is replaced by Article SECOND, below;
 - (b) Article 5 of the Certificate of Incorporation, relating to the location of the office of the Corporation, is hereby amended as set forth in Article FIFTH, below;
 - (c) a new Article SIXTH, relating to the proportion of the vote of the shareholders and directors required for the taking of certain actions by the Corporation, is inserted into the Certificate of Incorporation; and
 - (d) the text of the Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

FIRST: The name of the Corporation is Development Counsellors International, Ltd.

SECOND: The purpose or purposes for which the Corporation is formed is to engage in any lawful activity for which corporations may be organized under the Business Corporation Law.

THIRD: The principal office of the Corporation is to be located in the City of New York, County of New York, State of New York.

170124000071

Legal
KCB

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on January 25, 2017.

A handwritten signature in dark ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME: DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS) COUNTY: NEWY
PURPOSES PROCESS PROVISIONS RESTATED

=====

FILED: 01/24/2017 DURATION: ***** CASH#: 170124000072 FILM #: 170124000071

FILER:

NICHOLAS CHAMOUSIS, ESQ.
260 MADISON AVENUE, 21ST FLOOR

NEW YORK, NY 10017

ADDRESS FOR PROCESS:

THE CORPORATION
215 PARK AVENUE SOUTH 14TH FLOOR
NEW YORK, NY 10003

REGISTERED AGENT:

=====

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45

FEEES 95.00

FILING 60.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 95.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 95.00
OPAL 0.00
REFUND 0.00

=====

472213MRO

DOS-1025 (04/2007)

Legal
KCF

CORPORATION SERVICE COMPANY

www.cscglobal.com

CSC- West Trenton
P.O.Box 77132
830 Bear Tavern Road, Suite 305
West Trenton, NJ 08628-1020
800-631-2155
609-530-0877 (Fax)

Matter#
Project Id :

Order# 472213-5
Order Date 01/19/2017

Entity Name : DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.
Jurisdiction : NY-Department of State
Request for : Amendment/Correction/Restated/Designation Filing
File date : 01/24/2017
Result : Filed

Ordered by NICHOLAS CHAMOUSIS, ESQ at NICHOLAS CHAMOUSIS, ESQ.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Michelle Disbrow
mdisbrow@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

Legal
KUK

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 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.



Special Deputy Secretary of State

200902240663 16

Legal
Kf

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

Legal
KX

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 or 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

Legal
Kf

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 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

Legal
IX

RECEIPT OF DEPARTMENT OF STATE

STATE OF NEW YORK DEPARTMENT OF STATE
DIVIS. 1 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	608656-5
NO. AND KIND OF SHARES	
200 npv	
LOCATION OF PRIN. 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 \$ 60	

\$ 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
R/K

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

Tel 212.758.7377

Fax 212.418.0066

E-Mail nicholas.chamousis@gmail.com

October 19, 2021

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

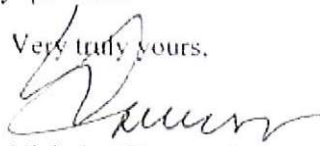
Re: Development Counsellors International, Ltd.

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

Legal
KX