

Australia and New Zealand Representative Employment Agreement

Agreement No. 65-078

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 October 3rd, 2022, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred as the "TCEB" of the one party and

CLOCKWISE CONSULTING PTY LTD, company registration number is 617150704, which has registered as a juristic person at Australia, having its principal office located at 33 Middle Street, Ascot Vale, VIC 3032, Australia, represented by the authorized person, Ms. Nicole Tingey, who held the passport's number PA2013102, hereinafter referred as "the Representative" on the other part.

Now, therefore, both parties agree to enter into this Agreement as follows;

Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission for the Project Conventions' Overseas Marketing Representatives Employment which be according to the Terms and Conditions of this Agreement and Scope of Work that specified in Appendix 1 Terms of Reference ("TOR"), Appendix 2 Clockwise Consulting Pty Ltd's proposal, Appendix 3 Services by Clockwise Consulting Pty Ltd, Appendix 4 Reimbursement of Expenses and Appendix 5 Representative KPIs FY2023 (hereinafter referred as "the Work").

The Representative is obligated to perform the Work as required by TCEB for a period of 12 (twelve) months, commencing on October 3rd, 2022 until September 30th, 2023.

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.

2.2 Appendix 2 Clockwise Consulting Pty Ltd's proposal, all 5 (five) pages.

- 2.3 Appendix 3 Services by Clockwise Consulting Pty Ltd, all 3 (three) pages.
- 2.4 Appendix 4 Reimbursement of Expenses, all 1 (one) pages.
- 2.5 Appendix 5 Representative KPIs FY2023, all 1 (one) page.
- 2.6 Appendix 6 Clockwise Consulting Pty Ltd's Quotation, all 1 (one) page.
- 2.7 Appendix 7 Clockwise Consulting Pty Ltd's corporate documents and passport, all 5 (five) 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.

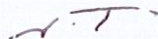
If anything or any action that is not specified in the Appendix of this Agreement, but it is necessary to complete the Work correctly or achieve the objectives of this Agreement, the Representative shall arrange that without claiming any damages or compensation

Clause 3. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, transferred to TCEB's bank account, in the amount of AUD 4,200 (four thousand, two hundred Australian dollars only), as a performance security under this Agreement.

The performance security that the Representative shall provide according to the preceding paragraph, must cover all liability of the Representative throughout the Agreement period. If the performance security provided by the Representative is reduced or deteriorated or does not cover the liability of the Representative throughout Agreement period, for any reason, including the delay in work delivery of the Representative that cause change of the completion period or the due date of liability for defects under the Agreement, no matter what time it occurs, the Representative shall provide TCEB with new or additional performance security to the full amount under the first paragraph within 7 (seven) days from the day after the receipt of a written notice from TCEB.

TCEB will return performance security provided by the Representative under this Agreement to the Representative without interest.



CLOCKWISE
CONSULTING
ABN:
42 154 012 215

Clause 4. COST OF THE SERVICE FEE AND PAYMENT

TCEB agrees to pay and the Representative agrees to accept the payment of the Service fee in the amount of AUD 84,000 (eighty-four thousand Australian dollars only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative on a monthly basis at the amount of AUD 7,000 (seven thousand Australian dollars only) (Thailand's VAT included) for a period of 11 months in accordance with the term of payment which set forth in Appendix 1 Terms of reference (TOR), Except for the first payment will be calculated from the commencing date to October 31st, 2022, total amount of AUD 6,533.33 (six thousand, five hundred and thirty-three point three three Australian dollars only) (Thailand's VAT included).

The Payment herein above will be made after the Delivery work is submitted in accordance with Appendix 1 (TOR) and TCEB's inspection committee or representative has inspected and accepted such the Work under Clause 9.

In the case that TCEB assigns the Representative to perform the Service apart from mentioned under Clause 1, TCEB agrees to pay an additional remuneration or expense to the Representative according to the rate of remuneration for the performance of service as a mutually agreed proposals.

Clause 5. DUTIES AND LIABILITIES OF THE REPRESENTATIVE

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

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

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 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.



Clause 7. ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

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.

CLOCKWISE
CONSULTING
ABN
42 154 012 215

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.

PM - N.T.

CLOCKWISE
CONSULTING
ABN

12 154 012 215

Page 6 of 13

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. Exercising 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 payment of the Service fee during the temporarily suspension, and take every action to minimize any costs that may be incurred during the suspension.

PM *NT*

CLOCKWISE
CONSULTING
ABN
42 154 012 215
Page 8 of 13

In the case of temporary suspension of work under Clause 13.2, TCEB will pay the necessary expenses to the Representative as TCEB deems appropriate.

In the event that the Agreement is terminated under Clause 13.2, TCEB will pay the fair and appropriate of the Service fee specified in Term of payment of Appendix 1 TOR attached this Agreement to the Representative, calculated from the date of operation until the date of termination. In addition, TCEB will return performance Security, as well as compensation for travelling costs and expenses that have been appropriately and actually advanced, which TCEB has not paid to the Representative as well. However, all compensation and payment already paid shall not exceed the Service fee under Clause 4.

Clause 14. Stamp duty

The Representative has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, Stamp duty charges for services in the amount of 1 baht of every 1,000 baht or fraction of 1,000 baht of the Service fee prescribed or part thereof.

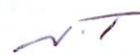
Clause 15. Copyright

The Copyright of all documents prepared by the Agreement or in connection with the Agreement rests with TCEB. All documents prepared by the Agreement or in connection with the Agreement shall be confidential and shall be the property of TCEB. The Agreement or shall deliver all these documents to TCEB upon the completion of the Agreement. The Agreement or may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Work without the prior written approval of TCEB.

Clause 16. Personal Data

The Representative is deemed as the personal data processor pursuant to this Agreement, 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 Agreement and its amendment thereafter. Both parties hereto accept and mutually agree as follows:

(1) TCEB, as personal data controller, agrees to designate the Representative as personal data processor, to implement the procedure of personal data collection, use, or disclosure of target customers in the convention industry in Australia and New Zealand. The personal data includes first name, surname, positions held, mobile telephone number, email address, for press releases distribution, sending marketing information, and as a database to coordinate and for invitations to attend future activities.



CLOCKWISE
CONSULTING
ABN

12 154 012 215

Page 9 of 13

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

(2) The Representative 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 Agreement. Additionally, it shall request for the data subject's consent prior to processing of the personal data.

(3) The Representative shall limit the access to the personal data under this Agreement 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 Agreement only.

(4) The Representative 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 Representative must process the personal data pursuant to the purpose of the operation as specified in this Agreement 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 Agreement.

(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 Representative, then, the Representative shall immediately notify and send such request to TCEB. Additionally, the Representative shall take the action to assist or support TCEB for responding to the data subject's request. In this regard, the Representative shall not respond to such request by itself, except that TCEB shall designate the Representative to take the action for specific matter relevant to such request.

(6) The Representative shall prepare and keep all Record of Processing processed by the Representative within the scope of this Agreement and the data as specified below, and shall deliver such record to TCEB upon the termination of Agreement 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;

(7) The Representative shall establish and maintain the appropriate security measurement for data processing as prescribed by the Personal Data Protection Committee and/or in accordance with the international standard, by mainly taking into consideration the nature, scope and purpose of data processing as specified in this Agreement. This aims to protect the personal data from risk in connection with the personal data processing, such as the damage arising from the infringement, accident, unlawful deletion, destruction, loss, alteration, change, access, use, disclosure or transfer of personal data, etc.

(8) Unless specified otherwise by the relevant laws, the Representative shall delete, destroy or return (pursuant to TCEB's notification) the personal data processed under this Agreement within 15 days from the date of completion of the processing or the date at which TCEB and the Representative have agreed in writing to terminate the Agreement or cancel the processing pursuant to this Agreement, as the case may be. The Representative shall confirm the deletion, destruction or return of such personal data in writing with TCEB.

(9) In case the Representative has found any circumstance affecting the security of personal data processed by the Representative under this Agreement which may cause the damage due to the infringement, accident, unlawful deletion, destruction, loss, alteration, change, access, use, disclosure or transfer of personal data, then, the Representative shall immediately notify TCEB, no later than 12 hours from which such circumstance become known to the Representative.

(10) Regarding the notification of personal data infringement under this Agreement, the Representative must specify the cause of infringement and the measurement for preventing the recurrence of such issue. Additionally, the Representative shall provide TCEB with the information under the scope as specified by the Personal Data Protection Law as follows:

- (a) The details, nature and impact possibly occurring from the infringement;
- (b) The measurements used for preventing or mitigating the impact of the infringement;
- (c) Types of personal data and the data subject being infringed (if appearing);
- (d) Other information related to the infringement.

(11) The Representative has the duty to strictly maintain the confidentiality of the personal data known by it.

(12) The Representative shall not subcontract any other persons for TCEB's personal data processing without written permission. In case the permission has been granted, then, such permission shall be granted to the specific subcontractor only. Additionally, the Representative shall sign the Agreement with the subcontractor, by which such Agreement shall contain the personal data protection clauses not less than those applicable to the

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

(13) The Representative's duty and responsibility to comply with the Agreement shall be terminated from the date of the agreed work completion or the date at which the Representative and TCEB have agreed in writing to terminate the Agreement, as the case may be. However, the termination of this Agreement shall not prejudice to the Representative'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 Agreement.

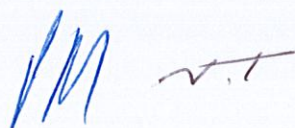
(14) Apart from the duty and responsibility as specified in this Agreement, in case of damage arising from the Representative's noncompliance with TCEB's order in relation to the collection, use or disclosure of the personal data, or breach of the provisions on part of the personal data, then, the Representative shall be responsible for such damage occurring to TCEB. Additionally, the Representative 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 Representative shall be responsible as if the Representative were the personal data controller.

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

Clause 17. 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.

(The remaining of this page is intentionally left blank)



CLOCKWISE
CONSULTING
ABN:
42 154 012 215

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)

The authorized person

Thailand Convention & Exhibition Bureau

(Public Organization)

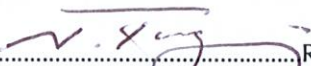
Signed:  Witness

(Ms. Urailuk Yarangsee
Senior Manager)

Legal and Good Governance Section

Thailand Convention & Exhibition Bureau

(Public Organization)

Signed:  Representative

(by Ms. Nicole Tingey)

The authorized person

CLOCKWISE CONSULTING PTY LTD

Signed:  Witness

(Mr. Paul Martinucci)

CLOCKWISE CONSULTING PTY LTD

CLOCKWISE
CONSULTING
ABN :
12 154 012 215



อ.ส.5 ใบสลิปหลังตราสาร

เลขที่ 01300
วันที่ 19 ตุลาคม 2565

เลขประจำตัว 0994000112165

เลขที่สาขา

ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการสมัครและสนับสนุนการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขประจำตัวบ้าน

ชื่อธนาคาร สถาบันการเงิน

หลังเลขที่ -

วันที่ 25, 26

หมู่บ้าน -

เลขที่ -

เลขที่ 989 หมู่ 2, B1 และ B2

แยก -

ตำบล/ซอย -

แขวง/ตำบล ปทุมวัน

ถนน พระราม 1

จังหวัด กรุงเทพมหานคร

เขต/ตำบล ปทุมวัน

รหัสไปรษณีย์ 10330

ผู้เสียภาษี

เลขที่สาขา

เลขประจำตัวผู้เสียภาษีอากร

ชื่อ CLOCKWISE CONSULTING PTY LTD

ได้เสียภาษีอากรแสดงเป็นต้นเงินสำหรับตราสารตามบัญชีอัตราภาษีอากรแสดง ปี 4
ลักษณะตราสาร สลิปหน้าซอง ดังนี้ :

	บาท	สต.
มูลค่าตราสาร	1,955,268	96
ค่าภาษีอากรแสดง	1,956	00
เงินเพิ่ม	0	00
รวมเงิน	1,956	00



เลขประจำตัวผู้เสียภาษีอากร (หนึ่งพันเก้าร้อยห้าสิบหกบาทถ้วน)

เลขที่ 002599

ลงวันที่ 19 ตุลาคม 2565

เลขประจำตัวเอกสาร อ.ส.4 คือ 01003071-25651019-1-01-000110

ลงชื่อ

(นางสาวศุภาพิชญ์ บัวเกตุ)

ตำแหน่ง

เจ้าหน้าที่งานสรรพากรปฏิบัติงาน

ใบสลิปหลังตราสารนี้จะมีผลใช้บังคับเมื่อมีหลักฐานการชำระเงินค่าภาษีอากรแสดงโดยหน่วยงานที่เกี่ยวข้อง
โดยส่งคืนและยกใบสลิปรับเงินเรียบร้อยแล้ว

Terms of Reference For The Specific Procurement Method

1. Name of the Project

1.1 Project: Conventions' Overseas Marketing Representatives Employment

1.2 Activity: Australia and New Zealand Representative

2. Budget

Amount of AUD 84,000 (Thailand's VAT included) equivalent to THB 2,268,000
(estimated exchange rate: AUD 1 = THB 27)

3. Background of the Project

Based on FY2019, Thailand's MICE statistics before the emergence of the Covid-19 pandemic all over the globe, the Australia & New Zealand region has a very compelling growth rate of outbound travelers to Thailand in terms of Convention market of 340 percent (information as of 14 December 2019), rank 4th in terms of the number of convention travelers to Thailand. With this significant number, Australia & New Zealand need to be targeted as Thailand's source market for convention travelers and a representative in Australia needs to be appointed. Representative in Australia, called contractor in this Terms of Reference, will proactively make marketing efforts to establish a network of alliances and partners, connect TCEB with convention organizers/owners in Australia and/or New Zealand as well as design and conduct in-market activities to engage potential clients, promote Thailand as a destination for convention industry.

4. Objectives of the Project

The contractor will promote, develop and establish Thailand as Asia's premier business events for Convention destination in Australia and New Zealand region and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking and promotion with the associations, 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 Strengthen the 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.

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 Australia and New Zealand region

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 Australia and New Zealand region, the contractor shall support TCEB in organizing the special marketing activities as which fall outside of the scope of works and upon TCEB's requests. The roles and responsibilities shall be discussed and agreed with team for case by case. The cost of these activity conducts will be an additional charge which the contractor needs to receive an approval from TCEB prior organizing the missions.

5.8 The Contractor must notify about the Employer's privacy policy to the data subject for acknowledgement, and request for the data subject's consent in order to proceed with the data subject's personal data

5.9 The Contractor must establish and maintain the appropriate security measurement for data processing, by mainly taking into consideration the nature, scope and purpose of data processing pursuant to the scope of work. This aims to protect the personal data from risk in connection with the personal data processing.

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

October 2022 to September 30, 2023

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 the 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;

- 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 the contractor for the provision of the services a total of AUD 83,533.33 (Thailand's VAT included) during the 12 months period from October, 2022 to September 30, 2023. The payment will be made every month after the monthly report is submitted and approved by the inspection committee. The details of payment as herein below;

- 1) In October 2022, the payment will be calculated at the signing date to October 31, 2022, total amount of AUD 6,533.33 (Thailand's VAT included).
- 2) In November 2022, - September 2023, the payment will be made on a monthly basis at the rate of AUD 7,000 (Thailand's VAT included).

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 the contractor once the contract is officially completed, whereas the security will be confiscated when the 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.

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. Personal Data Processing

In case the Contractor is the personal data processor for or on behalf of the Employer, then, the Contractor shall strictly keep the personal data confidential, and shall maintain the

security measurement for personal data processing as prescribed by the Personal Data Protection Committee and/or in accordance with the international standard for personal data protection.

The Contractor shall conduct the processing and keep the record of all personal data processing activities (Record of Processing) performed by the Contractor within the scope of work only and the data as specified below, and shall deliver such record to the Employer upon the termination of Agreement.

17. Sub-contracting

The contractor has not right to sub-contract the works under this contract, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub-contracting from TCEB does not release the contractor from liability or obligation under this contract and the contractor shall be liable for the fault and negligence of the sub-contractor or the sub-contractor's representatives or employees in all respect.

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

Remarks :

1. The decision of TCEB is deemed to be final. The proposers who have not been selected shall accept and shall not dispute the decision of TCEB in any case at all.
2. TCEB reserves the right not to choose the lowest proposer, but it will consider from the criteria used in the overall selection process.
3. The selected proposer must work along with TCEB. Any decision-making must be obtained the prior consent from TCEB.
4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decision.
5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected proposer.
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. 2566 (2023) 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

Appendix 2

CLOCKWISE

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

Dear Ms Nooch Homrossukhon

Conventions Overseas Marketing Representatives Employment –
Australia & New Zealand

Thank you for approaching Clockwise Consulting regarding Thailand Convention & Exhibition Bureau's (TCEB) need for in-market representation. We understand that Australia is being targeted as a source market for Conventions into Thailand.

The team at Clockwise Consulting have both the relevant contacts to reach your required targets and the experience in promoting Thailand as a Business Events destination to ensure your investment sees results. The partners of Clockwise Consulting have been working in Business Events across Australia and New Zealand for 25 years and globally for 15 years. We have a team in Australia located in Brisbane, Sydney, Melbourne and Adelaide and are able to provide a dedicated resource and expert in working with the Conventions sector.

Oceania needs to be targeted as a source market for Thailand's convention travellers. To do this we will identify a potential network of alliances and partners, resulting in connection of TCEB with convention organizers/owners in Australia and New Zealand. Our previous project work with TCEB's Conventions department has established a pipeline of business ready for further development.

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

Yours sincerely
Nicole Tingey
Director – Clockwise Consulting

N. Tingey

CLOCKWISE
CONSULTING
ABN:
42 154 012 215

CLOCKWISE

SITUATION ANALYSIS

There is a built-up demand for travel and after running conferences for 2 years at home. Australian and New Zealand-based Associations will be keen to connect again with offshore Industry colleagues (associations) or be inspired by attending an event in an international destination. Associations are looking to tap into and build on established connections in Asia through taking programs to the region for the first time. Thailand is a central hub in the region and with easy access will be a destination of choice for APAC organisations.

The Australian economy is set to continue its solid recovery from the pandemic after having withstood the recent resurgence of COVID-19 cases as well as severe flooding in the state of Queensland and New South Wales. Wages and price pressures will rise given the already tight labour market and the strains on global supply chains, before moderating in 2023. But while real GDP is projected to grow by 4.2% in 2022 and 2.5% in 2023, unemployment levels are at a record low of 3.5%. Industries including Real Estate, I.T., Legal Services, Medical (Scientific & medical Research and Mental Health) are just a few of those robust sectors ready to expand association membership and reconnect with like-minded industry colleagues, and who have already expressed an interest to do this in Thailand.

RECOMMENDED SCOPE OF WORKS

- Assist and support TCEB to plan and enhance the marketing strategies and implement activity programs by arranging and participating in destination promotion on behalf of TCEB or joining TCEB team in other activities within the time period specified.
- 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.
- Strengthen the database and build up the new potential leads and update the progress to TCEB.
- Create awareness of Thailand and TCEB through communication, networking activities and promotion.
- Coordinate and supply information to association clients and all related parties. Also act as TCEB's one stop information center for MICE industry in Australia & New Zealand.

- Submit monthly, quarterly and annual report to TCEB as agreed in order to update TCEB about sales & marketing activities and market intelligence & analysis.
- To strengthen and expand Thailand's MICE industry in Australia & New Zealand, Clockwise would support TCEB in organizing special marketing activities which may fall outside of the Scope of Works upon TCEB's requests. The roles and responsibilities shall be discussed and agreed with the team case by case. The cost of these activities will be an additional charge which requires approval from TCEB prior organizing the missions.

RECOMMENDED MARKETING STRATEGIES & DESTINATION PROMOTION

Professional Conference Organisers Association (PCOA) Annual Conference - "A Breath of Fresh Air"

Attending provides TCEB with an opportunity to gain further insights into buyer expectations within the ANZ market and within the current climate.

Traditionally the annual conference attracts 100+ buyers & supplier attendees including key B2B and Association Congress Organisers, both members & non-members, from around Australia & New Zealand. It provides opportunities for TCEB Representative to initiate conversations around TCEB as an organisation and Thailand as a Business Events destination to a large number of decision makers and influencers.

The program will explore fresh ideas and fresh thinking with a focus on doing things differently. Key learnings will focus on sustainability, working in a more collaborative way as we look to the road ahead, key trends and opportunities, what's new in attendee experiences and learn from actual virtual and hybrid event case studies.

To achieve this activity within a low spend, we recommend attending as a delegate rather than sponsoring or exhibiting.

Sales trip – Sydney & Canberra

Canberra is the capital city of Australia and home to government research & direct association contacts. Sydney is the largest city in Australia and the home of international associations for industries including Tech, Finance, Legal & IOS plus PCO's. Melbourne is the 2nd largest city in Australia and home of medical & financial associations and some of Aus largest PCO and is where Clockwise Conventions expert is located.

With the objective to travel to each destination to meet in person with key PCO or Convention Planners identified as having suitable events for Thailand, we would both develop new and progress existing leads via in-person engagement to promote the

CLOCKWISE

convention destination of Thailand and TCEB's support, address the needs of the Association & event, as well as learning the updated trends and direction of leading associations in these locations.

ASIA PACIFIC INCENTIVE & MEETINGS EVENT (AIME)

AIME is the leading trade event for the meetings and event industry within this region. AIME is where industry decision makers connect, create and do business. AIME 2023 will be held at the Melbourne Convention & Exhibition Centre from 13 – 15 February. The pre-scheduled appointment format ensures we can take a targeted approach to meetings.

AIME 2022 saw 232 exhibitors, 320 Hosted Buyers, 1660 Visitors (including non-hosted buyers) in attendance over the 2-day exhibition. Reported business from exhibitors saw a 20% increase on Feb 2020 (pre-Covid). Associations & PCO's made up 30% of hosted buyer demographics.

We would expect to both develop new leads and progress existing leads via in-person engagement to promote the convention destination of Thailand and TCEB's services & support campaign.

Marketing activities to be finalised based on budget allocation from TCEB.

MANAGE & DEVELOP DATABASE

Clockwise will continue to strengthen and grow the TCEB data base by providing an increase in relevant Convention Organisers with potential to take their event to Thailand. This is more important than ever as we see continued and increased change to contacts, as people are moving back to work.

DISTRIBUTION OF INFORMATION

We will be the provider of up-to-date and relevant advice & information to Australia & New Zealand's Convention markets, designed to positively influence their destination selection.

KEY DELIVERABLES & MEASUREMENTS

KPI Type	Description	KPI
Qualify leads	To secure qualify lead/bids/RFP	8
Sales Call	Sales calls definition to include telephone, face to face and other structured sales discussions reported in monthly report.	80
Contacts for TCEB database	New contact of B2B and association congress organisers to be added to TCEB database. Details will include name, company, contact and email details and be GDPR compliant.	80
Monthly Report	Submit a monthly report to TCEB's head office by the 25 th of each month in accordance with TCEB's requirements	12
Quarterly Report	Submit a quarterly report to TCEB's head office by the 25 th 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 25 th of September in accordance with TCEB's requirements	1
Marketing Activities	Depend on budget allocation and to be agreed upon by TCEB	-
e-Newsletter	Design and implement 2 email campaigns to qualified international meeting planners from Rep's database.	3
Disseminate media coverage or article	Disseminate media coverage or article approved by TCEB or requested by TCEB and monitor with clipping report	Upon request

RETAINER FEE

Service	Unit Price per month	Annual Total (AUD)
3-days Representation per week In-market Australia, remotely New Zealand	\$7,000	\$84,000

- Pricing is inclusive of Thailand's 7% VAT (for the monthly retainer) and Australia's 10% GST.
- Cost includes local travel-related expenses within Melbourne, insurance and office expenses
- Cost excludes inter-state or international travel expenses, entertainment and hard costs associated with marketing activities
- Any additional activities will be charged in addition to the monthly fees and will be agreed upon in writing by both parties prior to any costs being incurred.

PROJECT DURATION

Commencement – 1 October 2022

Completion - 30 September 2023

Appendix 3

Services by CLOCKWISE CONSULTING PTY LTD

(Attached to the Australia and New Zealand Representative Employment Agreement between TCEB and representative dated October 3rd, 2022)

This appendix is for representation services catering specifically to the geographical areas of Australia and New Zealand

Clockwise Consulting PTY LTD ("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 Australia and New Zealand 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 action plans with 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. Act as the TCEB's one-stop information center for association executives and planner, PCO, AMC, media and the general public in Australia and New Zealand
8. Provide TCEB with effective market research and intelligence related to convention market in Australia and New Zealand

Public Relations

1. Create awareness of TCEB through the Representative's database and other PR / communication channels in Australia and New Zealand
2. Circulate and distribute TCEB press release through PR / communication channels in Australia and New Zealand, 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 Australia will be submitted monthly, quarterly, and annually.

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

- 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

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

Appendix 4

Reimbursement of Expenses

(Attached to the Australia and New Zealand Representative Employment Agreement between TCEB and representative dated October 3rd, 2022)

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 be 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.

Appendix 5

Representative KPIs FY2023

(Attached to the Australia and New Zealand Representative Employment Agreement between TCEB and representative dated October 3rd, 2022)

Market/Area: Australia and New Zealand

Contract Period: October, 2022 - September 30th, 2023 (12 months)

Performance Evaluation

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

CONVENTIONS

1. Secure 8 Leads acquisition
2. Generate 80 sales call for the year to create new qualified international association buyers, PCOs, AMCs, or congress organizers
3. Establish new database of 80 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/PDPA compliant. The database information must be reported to TCEB head office on a quarterly basis.
4. Implement marketing activities assigned by TCEB
5. Design and implement 3 digital newsletters to association executives and planners from representative's database.
6. Provide sales outreach to the database of qualified international planners of association programs on behalf of TCEB.
7. Monthly Report to be submitted to the head office of TCEB by 25th of each month, in accordance with TCEB's requirements
8. 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
9. Annual Report to be submitted to the head office of TCEB by the end of fiscal year 30th September, in accordance with TCEB's requirements
10. Disseminate media coverage or news article as approved or requested by TCEB head office and monitor with clipping report (if any).

CLOCKWISE
CONSULTING

ABN:

42 154 012 215

Appendix 6

รับเอกสาร บกบ.ที่ 0000/405
วันที่ 24 ธ.ค. 2565

CLOCKWISE

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

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

Project Name: Conventions Overseas Marketing Representatives Employment –
Australia & New Zealand

Recipient: Thailand Convention & Exhibition Bureau (TCEB)

No	Description	Unit Price Per month (AUD)	Total (AUD)
1	In-market representation x 3-days per week	\$7,000	\$84,000
	TOTAL		\$84,000

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

CLOCKWISE
CONSULTING
ABN:
42 154 012 215

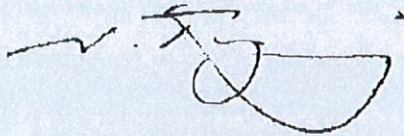
Signature & company stamp

Name: Nicole Tingey

Position: Director

Company Name: Clockwise Consulting

CLOCKWISE
CONSULTING
ABN:
42 154 012 215



Certificate of Registration of a Company

This is to certify that

CLOCKWISE CONSULTING PTY LTD

Australian Company Number 617 150 704

is a registered company under the Corporations Act 2001 and
is taken to be registered in Victoria.

The company **is limited by shares.**

The company is a **proprietary** company.

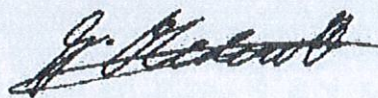
The day of commencement of registration is
the second day of February 2017.



ASIC

Australian Securities & Investments Commission

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



Greg Medcraft
Chairman



Summary of details from the Australian Business Register

ABN details downloaded on: 19 September 2022 09:34:03 AM

CLOCKWISE
CONSULTING
ABN:
42 154 012 215

Client Data

ABN	42154012215
StatusCode	Active
EffectiveFromDate	02/02/2017
EntityTypeDescription	Fixed Unit Trust
OrganisationName	The Trustee for Clockwise Unit Trust

Address

Main Business Address

InputAddressLine1	33 MIDDLE ST
InputAddressLine2	
InputSuburbPlaceLocality	ASCOT VALE
InputStateCd	VIC
InputPostcode	3032
InputCountryCd	AUS
EmailAddress	nicole@clockwiseconsulting.com.au
PhoneAreaCd	0419
PhoneNumber	968263
MainActivityDescn	Tourism development consulting

Postal Address

InputAddressLine1	PO Box 322
InputAddressLine2	
InputSuburbPlaceLocality	FLEMINGTON
InputStateCd	VIC
InputPostcode	3031
InputCountryCd	AUS
EmailAddress	ntingey@hotmail.com.au
PhoneAreaCd	
PhoneNumber	

Associates

Associate Organisation (List)

Associate #	1 of 1
LegalName	CLOCKWISE CONSULTING PTY LTD
EffectiveFromDate	02/02/2017
PositionHeld (List)	
PositionHeldDescription	Trustee
EffectiveFromDate	02/02/2017

Contacts

GivenName	Simon
FamilyName	Etheridge
ContactDescription	Tax Agent
EmailAddress	simon@bellpartnership.com.au
MobilePhone	
BusinessPhone	0396459777
AfterHoursPhone	

GivenName	Nicole
-----------	--------

Legal

ContactDescription	Director of Trustee
EmailAddress	
MobilePhone	0419968263
BusinessPhone	
AfterHoursPhone	
Tax Roles	
GST	
EffectiveFromDate	02/02/2017
<<END OF ABN DETAILS>>	

N. Tinney

N.T. CLOCKWISE
CONSULTING
ABN:
42 154 012 215

Current Company Extract

CLOCKWISE
CONSULTING
ABN:
42 154 012 215

CLOCKWISE CONSULTING PTY LTD
ACN 617 150 704

Organisation Details	Document Number
Current Organisation Details	
Name: CLOCKWISE CONSULTING PTY LTD	5E4274281
ACN: 617 150 704	
Registered in: Victoria	
Registration date: 02/02/2017	
Next review date: 02/02/2022	
Name start date: 02/02/2017	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: 49 Chetwynd Street, NORTH MELBOURNE VIC 3051	0EDL74124
Start date: 10/10/2018	
Principal Place Of Business address: 49 Chetwynd Street, NORTH MELBOURNE VIC 3051	5E4274281
Start date: 02/02/2017	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
Current
Address: LOCKED BAG 1234, NORTH MELBOURNE VIC 3051
Start date: 03/10/2018

Officeholders and Other Roles	Document Number
Director	
Name: JACQUELINE HEATHER GOVAN	5E4274281
Address: 66 Yacca Road, SEACLIFF SA 5049	
Born: 06/02/1965, LAUNCESTON, TAS	
Appointment date: 02/02/2017	
Name: NICOLE TINGEY	0EDL79513
Address: 33 Middle Street, ASCOT VALE VIC 3032	
Born: 08/07/1968, ADELAIDE, SA	
Appointment date: 02/02/2017	

Share Information

Share Structure



ธนาคารกรุงไทย
KRUNGTHAI BANK

35 ถนนสุขุมวิท แขวงคลองเตยเหนือ เขตวัฒนา กรุงเทพฯ 10110
ตู้ ปณ. 44 ตป.ท. 10000 โทร. 0-2255-2222 โทรสาร 0-2255-9391 - 6

ใบแจ้งการเข้าบัญชี/ใบเสร็จรับเงิน
Credit Note/Receipt
เลขที่ 00003753991
วันที่ 08/09/2022
Date

สำนักงานใหญ่

ทะเบียนเลขที่ บมจ.335

ทะเบียนการค้าเลขที่ 07 48 3724

เลขทะเบียนประจำตัวผู้เสียภาษี

0107537000882

ได้รับเงินจาก

THAILAND CONVENTION EXHIBITION

RECEIVED FROM

เป็นค่าธรรมเนียมการโอนเงินในระบบบาทเน็ต

เลขที่บัญชี 170 1 12429 7 รหัสสาขา 200170 ชื่อสาขา เอ็มโพรเว้าเวอ์ (ถนนสาทร)

IN PAYMENT OF BAHTNET FEE

ACCOUNT

Branch Code Branch Name

จำนวนเงิน 100.00
THE SUM OF BAHT

(หนึ่งร้อยบาทถ้วน)

ธนาคารผู้ส่งโอน

SIAM COMMERCIAL BANK

ผู้ส่งโอน

CLOCKWISE CONSULTING PTY
LTD ATF CL

Detail of Payment

22805NR209080407

จำนวนเงินเข้าบัญชี 100,508.52 บาท

ค่าธรรมเนียม 100.00 บาท

For KRUNG THAI BANK PCL.

ผู้มีอำนาจลงนาม/ผู้รับเงิน
Authorized Signature

ผู้ส่งพิมพ์ 570158

CLOCKWISE
CONSULTING

ABN:

42 154 012 215

CLOCKWISE
CONSULTING

ABN:

42 154 012 215

Legal

Mr F x 199 x ICEE x BITE x Mail x CEW x G Chen x Who x Hom x MYU x Rec x +

ib.nab.com.au/nabib/international-transfer.crl

nab more than money **INTERNET BANKING** **Logout**

Accounts **Transfer & Pay** Cards Spending Products Profile & Settings Support

Receipt for international transfer

Your transfer has been successfully submitted for processing

- Confirmation number: K6852165354
- 100,508.52 THB will be transferred to THAILAND CONVENTION EXHIBITION BURE's account
- 4,200.00 AUD plus \$10.00 payment fee will be deducted from your account
- Exchange rate: 1 AUD = 23.93060 THB

Transfer details

Applicant Name	CLOCKWISE CONSULTING PTY LTD ATF CLOCKWISE UNIT TRUST
Transfer amount	THB (equivalent of AUD 4,200.00)
From account	Business Account #6706 085-210 93-361-6706
Description of transfer	TCEB G Guarantee
Message to THAILAND CONVENTION EXHIBITION BURE	Clockwise Convention Contract 2023 Bank Guarantee

Chat

Type here to search 16°C ENG 12:09 PM 8/09/2022

CLOCKWISE
CONSULTING
ABN:
42 154 012 215

Thailand Convention & Exhibition Bureau (Public Organisation)

1. Introduction

Thailand Convention & Exhibition Bureau (Public Organisation) (hereinafter referred to as "TCEB") realises the importance of personal data (collectively referred to as "Data") of customers, participants in activities or services, partners and service providers, suppliers, business contacts who are natural persons, directors, persons holding power of attorney, representatives, agents, shareholders, employees, other persons or juristic persons having similar relationships with TCEB and its affiliates and partner agencies, visitors to or users of websites, including systems, applications, devices, or other communication channels supervised by TCEB, project participants (including students, teachers, and educators in educational institutions), exhibitors, reporters, influencers, bloggers, (collectively referred to as "You/Your") and strictly upholds Your right to privacy, so that You can be confident that TCEB is transparent and responsible in the collection, use, or disclosure of Your Personal Data in accordance with the Personal Data Protection Act, B.E. 2562 ("the Personal Data Protection Law"), and the Business Privacy Notice ("Notice") and other relevant laws enacted to enable You to know and understand the form, purpose, and method of collection, use and disclosure (collectively the "Processing") of your Personal Data by TCEB and/or officials and related persons acting on behalf of TCEB, and Your rights under the Personal Data Protection Law. The details of the Notice are presented as follows;

2. Definitions

"Office"	means the Thailand Convention & Exhibition Bureau (Public Organisation), or "TCEB"
"Personal Data"	means any information, including Sensitive Personal Data, about a person who has not yet passed away, that enables that person to be identified, either directly or indirectly.
"Sensitive Personal Data"	includes race, ethnicity, political opinion, religion or philosophical beliefs, sexual orientation, criminal record, health and disability information, labour union affiliation, genetic information, biometric information (for example fingerprint scanning, facial recognition, or iris recognition, etc.)

3. Scope of Notice Enforcement

This Notice applies to persons whose Personal Data is processed by TCEB, as well as contract parties and external parties processing Personal Data on behalf of, or in the name of, TCEB.

4. Sources of Personal Data collected by TCEB

TCEB collects or acquires various categories of Personal Data from the following sources:

1) Personal Data that TCEB collects directly from the Personal Data subject via various service channels, such as application and registration processes, signing of contracts and documents, conducting surveys, or through activities, services, or service channels supervised by TCEB; or when the Personal Data subject communicates with TCEB at the Office or via other communication channels supervised by TCEB, etc.

2) Personal Data that TCEB collects from the Personal Data subject accessing the website, or application, or social media activities, or other contractual or mission-based activities or services such as website usage tracking through the use of cookies or from software on the Personal Data subject's device, etc.

3) Personal Data that TCEB collects from sources other than the Personal Data subject, provided that such sources have the authority, and there are legitimate interests or consent from the Personal Data subject, to disclose such information to TCEB, such as out of necessity to allow the provision of contracted services where Personal Data may be exchanged between the contracted parties.

4) Records of Your correspondence with TCEB, retained in the form of records of message recipients, satisfaction assessments, research and statistics and recordings of conversations, incoming caller telephone numbers, security camera (CCTV) footage when contacting the TCEB Office, plus information provided through various forms of media including SMS, social media, use of the application, emails, etc.

5) Your social media profile information from social media sites including Facebook, Twitter, or Line that You use to connect to or access any of TCEB's services, such as Your social media account ID, Your interests, likes, and names of friends. You can control the collection of such information through the social media account privacy settings of Your social media provider.

6) Information You provide when creating an online or application account with TCEB. These services are generally intended for the registered account holder only. If You allow someone else to access Your account/s, You should make such persons aware of this Notice.

7) Personal Data that TCEB receives about You from contractual or business partners and third parties, that are relevant to the provision of services, such as information received from Personal Data processors who are contract parties with TCEB.

8) Personal Data about You that TCEB acquires from public records, and/or

9) Personal Data obtained from government agencies, and/or regulatory authorities in the exercise of powers within their legal jurisdiction.

Additionally, this includes cases where You provide Personal Data about other persons to TCEB. In such cases, it is Your responsibility to provide the details of this Notice, or the activities or services as the case may be, to such persons, as well as seek their consent where consent is required to disclose such information to TCEB.

Nevertheless, in case you refuse to give Your Personal Data as required by our services, TCEB may not be able to provide some or all of our services to you.

5. The Lawful basis for the Collection of Personal Data

TCEB determines the appropriate the lawful basis for the data collection and the context of service provision. In any case, TCEB's the lawful basis for the Personal Data collection is as follows:

The Lawful basis for Data Collection	Details
5.1 It is necessary for the performance of duties for the public benefit or for the undertaking of duties or exercising power for which TCEB has been granted powers by the state.	In order that TCEB may exercise its state powers and perform duties for the public benefit in accordance with its mission as stipulated by law, for example the Royal Decree establishing the Thailand Convention & Exhibition Bureau (2002) and its amendments, including orders, announcements, related regulations, Cabinet resolutions, etc.
5.2 For the legal obligation of duties under the law.	In order that TCEB may comply with the laws relating to its operations, such as: <ul style="list-style-type: none"> - Official Information Act, B.E. 2540 - The Public Organisation Act, B.E. 2540 - Tax laws

The Lawful basis for Data Collection	Details
	including relevant rules, regulations, orders, Cabinet resolutions, the execution of court orders, etc.
5.3 It is necessary for the legitimate interests	For the legitimate interests of TCEB and other persons where such interests are no less important than the fundamental rights of the Personal Data subject, for example processing of Personal Data for TCEB's internal affairs, etc.
5.4 It is necessary to establish legal claims, compliance or the exercise of legal claims, or the defence against legal claims.	To establish legal claims, compliance or the exercise of legal claims, or defence against legal claims, for example keeping documentation of contracts that have been completed but not yet expired under the law.
5.5 It is necessary to perform contractual obligations .	In order for TCEB to perform its duties in accordance with a contract or take the necessary action to enter into a contract to which you are a party with TCEB, for example out-sourcing services, memorandums of understanding, or other forms of contracts, etc.
5.6 For the preparation of historical documents, research, or statistics.	So that TCEB can prepare, or assist in the preparation of, historical documents, research, or statistics as TCEB may be assigned.
5.7 Your consent	For the Processing of Personal Data where TCEB requires Your consent. The purpose of the Processing of Your Personal Data will be informed to You before consent is requested, for example the collection of Sensitive Personal Data for purposes outside the exceptions in Section 24 and Section 26 of the Personal Data Protection Act B.E. 2562, or presenting or publicising the activities or services of contract parties or business partners, to You.

In the event that TCEB needs to collect Your Personal Data for the performance of a contract, the performance of duties under the law, or as necessary to enter into a contract with You, if You refuse to give Your consent to such collection or object to the processing of such Data for said purpose, it may result in TCEB being unable to provide all or part of the services that You have requested.

6. Categories of Personal Data collected by TCEB

TCEB may collect or obtain the following information which may include Your Personal Data depending on the services You use, or the context of Your relationship with TCEB and includes other considerations applicable to the collection of Personal Data. The categories of data listed below outline TCEB's general framework for the collection of Personal Data. Only Data relevant to the activities or services You use will be collected.

Categories of Personal Data	Details and Examples
6.1 Personal Details	Information that identifies You by name or information from official documents (including relevant cards) that specifies Your identity such as title, first name, surname, signature, ID card number, nationality, passport number, licence number, professional occupational licence number, etc.
6.2 Information about the character of a person	Detailed information about You, such as date of birth, sex, height, age, native language, photograph, behavioural data, interests, etc.
6.3 Contact details	Contact information such as Your home telephone number, mobile telephone number, fax number, email address, office address, office location map, home address, postcode, home location map, social media handles (Line ID, facebook ID, MS Teams), etc.
6.4 Information about work experience and educational background	Work history, such as positions held, employers, passport number (for foreigners), place of work, positions, responsibilities, expertise, type of industry, educational institution, educational results, etc.
6.5 Information about use of TCEB services	Details related to TCEB's activities and services, such as user account name, password, PIN number, single sign-on

Categories of Personal Data	Details and Examples
	information (SSO ID), OTP code, computer traffic information, geolocation data, photographs, videos, audio recordings, usage behaviour data (on websites under the supervision of TCEB, or applications), browsing history, cookies or similar technologies, device ID, device type, connection details, browser information, language used, operating system used, etc.
6.6 Sensitive Personal Data	Your Sensitive Personal Data such as biometric information, (e.g. facial recognition), fingerprints, etc.

7. Cookies

TCEB collects and uses cookies and similar technologies on the websites under its supervision, or on Your devices according to the system You use. Details are in accordance with TCEB's Cookie Policy.

8. Personal Data of Minors

In the event that TCEB is aware that Personal Data requiring consent belongs to a minor, TCEB will not collect such Data until it has received the consent of said minor's custodian in accordance with the law. In general, TCEB does not collect the Personal Data of minors.

In the event that TCEB is not aware that the Personal Data collected belongs to a minor, and later becomes aware of the fact that it has collected Personal Data without the consent of the custodian with the authority to act on behalf of the minor, TCEB will immediately delete or destroy such Data unless it has legal grounds for its collection, use, or disclosure.

9. Purpose of Collecting Personal Data

TCEB collects Your Personal Data for a number of purposes depending on the type of activity or service You use as well as the nature of Your relationship with TCEB. The purposes outlined below are a general framework for TCEB's use of Personal Data. The purposes of collecting Your Data relate to the activities or services You use, or the nature of Your relationship with TCEB only.

1) To complete necessary actions in the performance of duties in the public benefit for which it has been assigned, or as necessary to exercise the legal powers that TCEB has been

given to carry out its mission as per the Royal Decree establishing the Thailand Convention & Exhibition Bureau 2002, and subsequent amendments and related laws, rules, regulations, or orders.

2) To provide services, and manage the services of TCEB, either as contracted with You or in accordance with TCEB's mission.

3) For permission to connect and provide free Wi-Fi service.

4) For marketing and communication purposes including direct marketing, sending You marketing information and promotional offers, such as bidding invitations, etc. More information will be furnished under the "Use of Personal Data for Marketing Purposes" section.

5) To supervise, operate, monitor and manage services to facilitate and meet Your needs.

6) To keep a record of Personal Data processing as required by law.

7) For Data analysis, including solving problems related to TCEB's services.

8) For registration, identity verification, and to check information when You apply to use or contact TCEB's services, or in the exercise of legal rights.

9) To ask You to participate in surveys and satisfaction assessments in order that TCEB can improve and develop the quality of its activities and services.

10) To send You notifications, order confirmations, or for other communications with You.

11) To verify Your identity, and to prevent spam or unauthorised or illegal acts.

12) To examine how the Personal Data Subject accesses and uses TCEB's services, both individually and collectively, as well as for research and statistical analysis purposes.

13) To take the necessary actions in undertaking TCEB's duties with respect to regulatory authorities, tax authorities, law enforcement, and TCEB's legal obligations.

14) To take action for the necessary legal interests of TCEB or others, or juristic persons related to TCEB's operations.

15) To comply with applicable laws, announcements, ordinances, legal proceedings, the processing of subpoenaed information, including the exercise of rights as they relate to Your Data.

16) To contact You for the delivery of documents relating to TCEB's activities and services, and the ongoing management of the relationship between TCEB and You.

17) To provide advice and suggestions regarding TCEB's activities and/or services that may be of interest to You.

18) To process Your requests submitted via TCEB's website or application.

19) For TCEB's business operations, such as data analysis, monitoring of new activities, service improvement, viewing service usage trends, viewing and evaluating the effectiveness of marketing campaigns, operations, and business expansion.

20) For press releases, invitations to events and seminars, to monitor the press, influencers, and bloggers and their country of origin.

21) To monitor feedback, address complaints, and fulfill requests.

22) For security and fraud detection purposes.

23) For financial transactions and payment-related services.

24) For profiling and data analytics purposes to analyse Your interests, and behaviour, (such as products and services purchased, amount spent, location of purchasers) for marketing activities, and product and service development; analysis of data based on interests or behaviour, and data cleansing to conduct market research, surveys, assessments, behaviours, statistics, classifications, consumption patterns and trends to enhance business operations, to modify content as appropriate, and evaluate the effectiveness of promotional campaigns.

25) As a database for job matching and hiring.

26) For the selection of service providers, business partners, partner agencies, and convention ambassadors.

27) For business objectives, relationship management, and business compliance.

28) For Souvenir delivery.

29) To serve as a database for TCEB in the organisation of activities and services, and marketing (such as maintaining databases of trainees, speakers, experts in specific fields, MICE Intelligence Centre subscribers, MICE Guru Thailand journal and MICE One-Stop Service).

30) Other purposes other than those listed above will be specified only when TCEB has requested Your Data, or such Data is collected or used in accordance with legal exceptions.

TCEB may use Your Sensitive Personal Data for the following purposes:

TCEB may use Your biometric data (Sensitive Personal Data) to allow access to restricted areas, meetings, and exhibition spaces.

10. Use of Personal Data for Marketing Purposes

In addition to the purposes above, and in compliance with the law, TCEB may need to use Your name and contact information for marketing purposes, such as the delivery of documents related to activities, services, promotions, the presentation of activities or services,



marketing information and promotion of public relations activities, and to conduct direct marketing (by mail, email, telephone, or other means) to maximise the benefits You can receive from TCEB through relevant activities and services. If you wish to opt out of receiving marketing communications materials from TCEB, You can do so by:

- 1) You may cancel the marketing communication through the telephone number 02-694-6000; or
- 2) For “only email communication relating to the marketing,” you may choose not to receive emails regarding such marketing by clicking the unsubscribed link at the bottom of each email.

11. Categories of Persons to whom TCEB discloses your Personal Data

For the purposes outlined in Article 9 and Article 10 above, TCEB may disclose Your Personal Data to the following persons. The following recipient categories are TCEB’s general information disclosure frameworks, and only recipients directly related to the activity, service, or relationship You have with TCEB will receive Data.

Type of Data Recipient	Details
11.1 Government agencies or authorised persons to whom TCEB must disclose Data for legal or other important purposes, (such as information that is in the public interest).	Law enforcement agencies or others with supervisory or other authority such as the Cabinet, Acting Ministers, Department of Provincial Administration, Revenue Department, Royal Thai Police, the Courts, Office of the Public Prosecutor, Department of Disease Control, etc.
11.2 Business partners	TCEB may disclose Your Data to persons working with TCEB for the benefit of providing services to You, such as agencies, and service providers You contacted through TCEB’s services, marketing service providers, advertising media, financial institutions, platform providers, telecom operators, copyright owners’ associations, courses and establishments participating in the MICE Career Platform System, the eKnowledge Partner network, etc.

Type of Data Recipient	Details
11.3 Service providers	TCEB may assign a third party to provide services on its behalf, or to support the operations of TCEB, such as data storage providers, (e.g. cloud, document warehouses), software system developers, applications, websites, courier services, payment service providers, internet service providers, telephone service providers, digital ID service providers, public relations and social media providers, information distribution service providers, exhibition/event service providers, research/survey service providers, journal production service providers, risk management service providers, external consultants, carriers, hotel booking/ticketing agents, etc.
11.4 Other recipients	TCEB may disclose Your Data to other recipients such as entrepreneurs/customers who are interested in products/services, and persons seeking sponsorship for the organisation of international conferences, in the operation of TCEB services.
11.5 Public disclosure	TCEB may disclose Your Personal Data to the public where necessary, for example actions that require TCEB announcements in the government gazette, or Cabinet resolutions, or on the MICE Intelligence Center website, etc.

Other Disclosures of Personal Data

TCEB may disclose Your Personal Data in other cases, where necessary, including:

- 1) To comply with applicable laws.
- 2) To fulfil requests from government agencies or to co-ordinate with various departments in matters relating to compliance with the law.
- 3) In response to matters of personal or public safety.
- 4) In matters of litigation, investigation, or other legal matters that involve Personal Data
- 5) In the investigation of security incidents.

12. International Transfers of Personal Data

In some cases, TCEB may need to send or transfer Your Personal Data abroad in order to provide services to You, for example sending Personal Data to the cloud where the platform or server is located abroad (eg. Singapore or the United States), to support information technology systems located outside Thailand. These cases are dependent upon the TCEB services that You use or are involved with.

If TCEB needs to send or transfer Your Data abroad, TCEB will ensure that the Personal Data transmitted or transferred is adequately protected in accordance with international data protection standards, or take the necessary actions in order to legally transmit or transfer such Data in accordance with the law, including:

- 1) Where sending or transferring Personal Data abroad is necessary to comply with the laws.
- 2) Notifying You and obtaining Your consent in the event that the destination country does not have appropriate standards of Personal Data protection, as per the list of countries announced by the Personal Data Protection Committee.
- 3) It is necessary for the fulfillment of a contract to which You are a party, or to fulfil Your request before entering into such contract.
- 4) It is necessary for the fulfillment of a contract between TCEB and other persons, or juristic persons, for Your benefit.
- 5) It is necessary to prevent or minimise danger to the life, body, or health of You or another person, where You are unable to give Your consent.
- 6) It is necessary for the public good.

13. Period of Personal Data Collection

TCEB will retain Your Personal Data only for such period as necessary to achieve the purpose for which it was collected and in accordance with the details specified in the policies or announcements of TCEB, and relevant laws. After the retention period for which Your Personal Data was collected has expired, TCEB will destroy, delete, or make unidentifiable Your Personal Data. However, in the event of a dispute over the exercise of rights or lawsuits related to Your Personal Data, TCEB reserves the right to retain such Data until such time as the dispute has been resolved, or a final order or judgement on the dispute has been handed down. In general, TCEB will keep Your Data for the duration of the legal

relationship, and continue to keep it for a period of ten (10) years from the date that the legal relationship ends.

14. Provision of Services by Third Parties or Service Providers

TCEB may assign or procure third party providers (Personal Data Processors) to process Personal Data on behalf of, or in the name of, TCEB. Such providers may provide services in various ways such as hosting, outsourcing, providing cloud computing services, or in other ways.

When assigning a third-party provider to process Personal Data, TCEB will execute an agreement outlining the rights and duties of TCEB as the Personal Data controller, and such third party entrusted with the processing of the Personal Data. This agreement will specify details of the categories of Personal Data that TCEB has assigned to be processed, as well as the objectives and scope of the Personal Data processing, security measures for the protection of the Personal Data, and other relevant agreements specifying the extent to which the third-party processors are to process the Personal Data.

In the event that a third-party Personal Data processor sub-contracts the processing to another party, TCEB will require the third-party processor to provide documentary evidence that the terms of its agreement with the sub-contracted processor are no less strict than the agreement between TCEB and said third-party processor.

15. The Security Measures of Personal Data

TCEB has instituted measures to protect Personal Data security. The right to access Personal Data is limited to specific officers and authorised or assigned persons only, and only for the purposes for which the Personal Data subject was informed. Such persons must strictly adhere to and comply with TCEB's Personal Data protection measures. They are also responsible for maintaining the confidentiality of any Personal Data they are privy to in the performance of their duties. TCEB's Personal Data protection measures are both organisational and technical and meet international standards.

Technologies use for Online and Network Security

1) Secure Sockets Layer (SSL) and Transport Layer Security (TLS): TCEB uses encryption protocols including Secure Sockets Layer (SSL) and Transport Layer Security (TLS) on TCEB's website where TCEB collects Personal Data, for encryption (such as payment details or other Personal Data). Most popular browsers, including Google Chrome, Firefox, Safari, and

Internet Explorer support these technologies. The presence of HTTPS text, or a padlock symbol in the URL address bar indicate that data is being protected while it is being transmitted on the Internet.

2) Firewall: To ensure authorised access only to TCEB information, TCEB has put a number of firewalls (network security systems) in place between the computer system and TCEB.

3) Virus and Malware Scan Software: TCEB has installed, and periodically updates, virus and malware scanning software on all TCEB computers and servers.

16. External Link or External Service

TCEB's services may contain links to third-party websites and services, whose privacy policies may be different from TCEB's. TCEB recommends that You consult the privacy policies of such websites or services to familiarise Yourself with them before use. In this regard, TCEB is not associated with, nor has any control over the privacy protection measures of such websites and services, and cannot be held responsible for the content, policies, any damage, or actions arising from a third-party website or service.

17. Data Protection Officer

TCEB has appointed a Data Protection Officer to inspect, direct, and supervise the Processing of Personal Data, including co-operating and co-ordinating with the Office of the Personal Data Protection Committee to ensure compliance with the Personal Data Protection Act, B.E. 2562.

18. Your Rights in accordance with the Personal Data Protection Act, B.E. 2562

The Personal Data Protection Act, B.E. 2562 defines several data subject's rights details as following;

1) The Right to Access to Personal Data You have the right to request access to, to receive a copy of, and to know the source of any of Your Personal Data that TCEB has collected from any source other than Yourself. TCEB may refuse such request on legal grounds or when prevented by court order, or in the event that the exercise of Your rights may cause damage to the rights and freedoms of others.

2) The Right to Rectification If You find that Your Personal Data is inaccurate, incomplete, or not up-to-date, You have the right to request that the Data be amended to make it accurate, complete, current, and unambiguous.

3) The Right to Erasure You have the right to request that TCEB delete or destroy Your Personal Data, or to make Your Personal Data unidentifiable. However the exercise of this right is subject to the conditions as stipulated by law.

4) The Right to Refrain from Use of Personal Data You have the right to request the suspension of the use of Your Personal Data in the following cases:

- a) During the period when TCEB is conducting an investigation, upon the request of the Personal Data subject, to ensure that the Personal Data is correct, complete, and up-to-date.
- b) When the Personal Data Subject's Data has been collected, used, or disclosed unlawfully.
- c) When the Personal Data Subject's Data no longer needs to be kept according to the purposes for which TCEB originally informed the Personal Data subject, but the subject desires that TCEB retain the Data for the exercise of his/her legal rights.
- d) During the period when TCEB is verifying the legal reasons for collecting the Personal Data of the Personal Data subject, or investigating the need to collect, use, or disclose the Data for the public interest, after the Personal Data subject has exercised his/her right to object to the collection, use, or disclosure of said Data.

5) The Right to Object to the Processing of Personal Data You have the right to object to the collection, use, or disclosure of Your Personal Data, except in the case where TCEB has legal grounds to refuse said request (such as if TCEB can demonstrate that the processing of Your Personal Data is lawful, or for the establishment of legal claims, or for legal compliance, or for the exercise of legal claims, or for the public benefit.)

6) The Right to Withdraw Consent In the event that You have given Your consent for TCEB to collect, use, or disclose Your Personal Data, (whether said consent was given before or after the Personal Data Protection Act, B.E. 2562 was enacted) You have the right to withdraw Your consent at any time during the period that TCEB keeps such Data, unless there is a legal limitation of rights that requires TCEB to keep the information, or there is a contract between You and TCEB that benefits You.

7) The Right to Data Portability You have the right to obtain Your Personal Data from TCEB in a format that is readable, or on an easily usable or automatic device which can disclose Data by automatic means, or You may request TCEB to send Your Personal Data in such formats to other Personal Data controllers. The exercise of this right must comply with applicable laws.

8) The Right to be informed what Personal Data of Yours Exists, and how it is being used You have the right to request to know what Personal Data of Yours exists, the nature of that Personal Data, and the purpose for its use by TCEB.

9) The Right to know the Source of Your Personal Data You have the right to know from where Your Personal Data was acquired in the case of Data for which you did not give Your consent to collect or keep.

19. Complaints to Supervisory Authority

In the event that You find that TCEB has not complied with the Personal Data Protection Law, You have the right to complain to a panel of experts or the supervisory authority appointed by the Personal Data Protection Committee or by laws. Before making such complaints, TCEB requests that You contact TCEB directly so that it has the opportunity to know the facts of the case and has the opportunity to clarify any misunderstandings and address Your concerns at the first opportunity.

20. The Modification of Privacy Notice

TCEB may improve, amend, or change this Notice at its discretion and will notify You of any changes through the website <https://www.businesseventsthailand.com>. The effective date of each and every revision will be indicated, however TCEB recommends that You regularly review the Notice for updates, especially before You disclose any Personal Data to TCEB.

Persons accessing TCEB's activities or services, or contacting TCEB after the enforcement of this Notice are deemed to understand, and to have acknowledged the terms in, this new Notice. If You do not agree to the terms in this Notice, please do not use TCEB's activities or services. You may contact TCEB for further clarification.

21. Contact for Enquiries or to Exercise Your Rights

If You have any questions, suggestions, or concerns with respect to TCEB's Processing of Your Personal Data, or about this Privacy Notice, or You wish to exercise Your rights under the Personal Data Protection Law, contact us at:

1) Data Controller

Name: Thailand Convention & Exhibition Bureau (Public Organisation)

Contact address: 989 Siam Piwat Tower, 25th – 26th floors, Units A2, B1 & B2,
Rama 1 Road., Pathumwan sub-district, Pathumwan district, Bangkok 10330

Contact: info@tceb.or.th

Call Centre: 1105

2) Data Protection Officer

Contact Address: 989 Siam Piwat Tower, 25th – 26th floors, Units A2, B1 & B2,
Rama 1 Road., Pathumwan sub-district, Pathumwan district, Bangkok 10330

Contact: dpo@tceb.or.th

Call Centre: 1105

This Privacy Notice is effective on 30 May 2022 onwards