

United Kingdom Representative Employment Agreement

Agreement No. 65-094

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 November 14th, 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

Hills Balfour Ltd., company registration number is 4496830, which has registered as a juristic person at England, having its principal office located at 58, Southwark Bridge Road, London, SE1 0AS, England, represented by the authorized person, Ms. Caroline Moultrie, who held the passport's number 533903063, hereinafter referred as "the Representative" on the other part.

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

Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission to perform the service for the activity of United Kingdom Representative Employment for Meetings and Incentives Department, Thailand Convention & Exhibition Bureau (TCEB), which be according to the Terms and Conditions of this Agreement and Scope of service that specified in Appendix 1 Terms of Reference ("TOR"), Appendix 2 Hills Balfour Ltd.'s proposal, Appendix 3 Services by Hills Balfour 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 1st, 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 6 (six) pages.

2.2 Appendix 2 Hills Balfour Ltd.'s proposal, all 4 (four) pages.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

- 2.3 Appendix 3 Services by Hills Balfour Ltd., all 6 (six) pages.
- 2.4 Appendix 4 Reimbursement of Expenses, all 2 (two) pages.
- 2.5 Appendix 5 Representative KPIs FY2023, all 2 (two) pages.
- 2.6 Appendix 6 Hills Balfour Ltd.'s Quotation, all 1 (one) page.
- 2.7 Appendix 7 Hills Balfour Ltd.'s corporate documents and passport, all 4 (four) pages.

In the event that any text in the Appendix is in conflict with the text of this Agreement, the text of this Agreement shall apply, and in the event that the text of Appendixes conflict with each other, the Representative shall comply with the decision of TCEB. The decision of TCEB is deemed to be final and the Representative has no right to claim any wage or damages or any additional expenses from TCEB.

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

Clause 3. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, in the amount of GBP 4,800 (four thousand, eight hundred Pounds Sterling 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.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

cm HB

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 GBP 78,000 (seventy-eight thousand Pounds Sterling only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative on a monthly basis at the amount of GBP 6,500 (six thousand, five hundred Pounds Sterling only) (Thailand's VAT included) for a period of 12 months in accordance with the term of payment which set forth in Appendix 1 Terms of reference (TOR).

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

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

Clause 5. 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 % of the value of the undelivered work, but not less 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.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Cm
HR

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

Clause 7. ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

In the event that the Representative fails to comply with any provision of this Agreement for any reason, causing the fine, damages, or expenses to TCEB, the Representative shall compensate such fine, damages, or expenses to TCEB within 30 (thirty) days from the day after the receipt of written notice from TCEB. If the Representative fails to compensate in full within the prescribed period, TCEB shall have the right to deduct such amount from the Service fee that TCEB shall pay the Representative or enforce payment from performance security immediately.

In the event that the Service fee to be paid to the Representative and performance security are not sufficient to cover the fine, damages, or expenses, the Representative agrees to pay the shortfall of the full amount of the fine, damages or expenses within 30 (thirty) days from the day after the receipt of written notice from TCEB.

TCEB shall refund all the remaining amount of the Service fee after being deducted to pay fine, damages or expenses to the Representative.

Clause 8. CANCELLATION OR REDUCTION OF FINE, OR EXTENSION OF WORK PERIOD ACCORDING TO THE AGREEMENT

In the event that there is a cause caused by the fault or defect of TCEB, or force majeure, or caused by any circumstances that the Representative is not liable under the law, or any other cause as specified in the ministerial regulations issued under the laws on Government Procurement and Supplies Management causing the Representative to not be able to complete the Work according to the conditions and schedule of this Agreement, the Representative shall inform TCEB of such circumstances with evidence in writing for the purpose of cancelling or reducing the fine or extension of the Work period within 15 (fifteen) days from the day after such cause has ended or as prescribed in the said ministerial regulations, as the case may be.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

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 accordance to 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 personnel 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.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

When TCEB has inspected and accepted the delivered the Work and deem that such work is correct and complete according to the Agreement, TCEB will issue proof of acceptance in writing for the Representative to be used as evidence for requesting the Service fee of such hired work.

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

Clause 10. MODIFICATION OF WORK AND AGREEMENT RENEWAL

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

The Representative agrees that TCEB has the rights to change, add or reduce work specified in this Agreement without termination of this Agreement. However, if the change, addition or reduction, including addition or reduction of the Service fee under this Agreement, both parties shall agree in details in writing afterward.

Clause 11. SUB-CONTRACTING

The Representative has no right to sub-contract the Work under this Agreement, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub-contracting of TCEB does not release the Representative from liability or obligation under this Agreement and the Representative shall be liable for the fault and negligence of the Sub-contractor or the Sub-contractor's representatives or employees in all respect.

In case that the Representative has partially sub-contracted in violation of the provisions of the first paragraph, the Representative shall pay fine to TCEB at the rate of 10 % (ten percentage) of the amount of the sub-contracted works, without prejudice to TCEB's right to terminate this Agreement.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

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.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

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 Representative shall deliver all these documents to TCEB upon the completion of the Agreement. The Representative 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 customers/clients, MICE suppliers, and Partners both in Thailand and overseas. The personal data includes name, job title, positions held, picture, telephone number, social media account, email address for press releases distribution, sending news, marketing information and promotional offers, data analysis for conducting market research, surveys,

and assessments, event/activity attendance database, coordination on a day-to-day basis, and business matching.

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.bussineseventsthailand.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

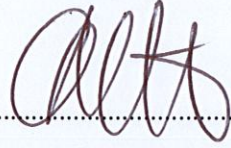
The Agreement shall be construed according to the Law of Kingdom Thailand. Each party shall have the right to institute suit against the other in the Civil Court in Bangkok, Thailand.

(The remaining of this page is intentionally left blank)

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



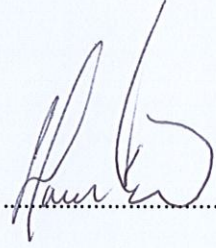
Signed: TCEB
by (Mr. Chiruit Isarangkun Na Ayuthaya)
Thailand Convention & Exhibition Bureau
(Public Organization)



Signed: Representative
by (Ms. Caroline Moultrie)
Hills Balfour Ltd.



Signed: Witness
Ms. Supanich Thiansing
Director
(Meetings and Incentives Department)
Thailand Convention & Exhibition Bureau
(Public Organization)



Signed: Witness
(Malcolm Mansie Boyd)
Hills Balfour Ltd.

Project number 65097407494

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

อ.ส.5 ใบสัถกัณฑ์ตราสาร



เลขที่ 03124

วันที่ 23 พฤศจิกายน 2565

เลขประจำตัว 0994000112165

ยื่นผู้เสียภาษีอากร สำนักงาน ส่งเสริมการค้าระหว่างประเทศและนิเทศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขที่ 989 ถนนพหลโยธิน

แขวง เขต

เลขที่ 989 ถนนพหลโยธิน

แขวง เขต

ถนน พหลโยธิน

เขต/อำเภอ ปทุมธานี

รหัสไปรษณีย์ 10330

ยื่นภาษีอากร สหกรณ์การเกษตร

วันที่ 25, 26

เลขที่ -

แบบ -

แขวง/อำเภอ ปทุมธานี

จังหวัด กรุงเทพมหานคร



ผู้ยื่นภาษี

เลขประจำตัวผู้เสียภาษีอากร

ชื่อ Hills Balfour Ltd.,

เลขที่สาขา

ได้เสียภาษีอากรแสดงเป็นเงินสำหรับชำระหนี้สินตามบัญชีแสดงรายการแสดงต่อ ปี 4

หักลดหนี้สินตามบัญชีแสดงรายการแสดงต่อ ปี 4



	บาท	สต.
มูลค่าตามราคา	3,108,343	90
ค่ารายการแสดงต่อ	3,109	00
เงินเพิ่ม	0	00
รวมเงิน	3,109	00

จำนวนเงิน เป็นตัวอักษร (สามพันหนึ่งร้อยเก้าบาทถ้วน)

ตามใบเสร็จ เลขที่ 005400

ลงวันที่ 23 พฤศจิกายน 2565

เลขประจำตัว อ.ส.4 คือ 01003071-25651123-1-01-000036

ลงชื่อ

(นายสมชาย ใจดี)

ตำแหน่ง

เจ้าพนักงานสรรพากรปฏิบัติงาน

ใบสัถกัณฑ์ตราสารนี้จะสมบูรณ์เมื่อมีพนักงานเจ้าหน้าที่ยื่นภาษีอากรแสดงต่อของเงินช่วยเหลือที่ได้รับจาก

ได้ส่งยื่นและยกใบเสร็จรับเงินเงินช่วยเหลือแล้ว

TERMS OF REFERENCE for the Specific Procurement Method

1. Name of the Project

1.1 Project: Strengthening Thailand's competitive advantage in overseas markets, Overseas Marketing Representatives

1.2 Activity: United Kingdom Representative Employment for Meetings and Incentives Department, Thailand Convention & Exhibition Bureau (TCEB)

2. Budget

Amount of GBP 78,000 (Thailand's VAT included) equivalent to THB 3,510,000 (estimated exchange rate: GBP 1 = THB 45)

3. Background of the Project

As one of the most important markets of meetings and incentives industry with a significant number of outbound travelers generating revenues for its destinations, United Kingdom needs to be targeted as Thailand's source market for meetings and incentives travelers. Representative in United Kingdom, called the contractor in this Terms of Reference, will promote Thailand as a destination and provide market update for Thailand Convention and Exhibition Bureau (TCEB).

4. Objectives of the Project

The contractor will promote, develop, and establish Thailand as Asia's premier destination for meetings and incentives in United Kingdom and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking, and promotion with media, corporate clients, intermediaries as well as MICE suppliers.

5. Scope of Work

5.1 Assist and support TCEB in planning and enhancing marketing strategies and implement activities by arranging and participating in destination promotions such as trade shows, roadshows, familiarization trips, sales missions/corporate functions, annual meetings, and other activities determined by TCEB within the time period specified. Also, effectively and efficiently manage and control expenses of marketing activities within the allocated budget as well as process reimbursement of these expenses within the timeframe and according to TCEB's regulations.

5.2 Increase TCEB's brand awareness and reputation as well as establish a close working relationships with partners such as airlines, tour operators, travel agents and other industry partners including Team Thailand in order to do a joint promotion on Thailand and encourage them to become more actively involved in promoting Thailand as MICE destination to their clients.

5.3 Encourage meetings and incentives organizers or any special MICE groups to choose Thailand as the destination and generate MICE visitors to Thailand.

5.4 Maintain and strengthen current database, build up new customer targets, and update the progress to TCEB.

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

5.6 Coordinate and supply information to buyers and target groups. Also act as TCEB's one stop information center for MICE industry in United Kingdom.

5.7 Monitor market movements and trends closely. Provide TCEB with market insights and trends, competitor analysis, and updated information that is beneficial to TCEB regularly.

5.8 Assign at least one dedicated staff for Meetings and Incentives Department, TCEB, to serve as main contact person and liaison for all day-to-day matters. In case of temporary absence of the regular staff, a substitute shall be assigned.

5.9 The Contractor must notify about TCEB'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.

5.10 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.

5.11 To strengthen and expand Thailand's MICE industry in United Kingdom, the contractor shall support TCEB in organizing special marketing activities which fall outside of the Scope of Works and upon TCEB's requests. The roles and responsibilities shall be discussed and agreed with TCEB on a case-by-case basis. The cost of these activities will be an additional charge which the contractor needs to receive an approval from TCEB prior to organizing the activities.

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;

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

(4) Not being a person under suspension from tendering proposals or making contracts with State agencies under section 106 paragraph three;

(5) Not being a person whose name is in a circulated list of persons abandoning work of State agencies under section 109;

(6) Having other qualifications or being under other prohibitions as prescribed by the Policy Commission as published in the Government Gazette, shall be as determined by the Comptroller General's Department;

7. Duration of the Project

From October 1, 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, the contractor is required to submit reports which indicate the detailed of the executed activities as described in Scope of Work, market insights and trends, competitor analysis, and updated information that is 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 template advised by TCEB. The report must be submitted as per following timelines.

- Monthly Report – every 25th of each month
- Quarterly Report – at the end of each quarter
- Annual Report – at the end of September

9. Payment Terms

TCEB shall pay the contractor for the provision of the services a total of GBP 78,000 (Thailand's VAT included). During the 12-month period from October 1, 2022 to September 30, 2023. The payment of GBP 6,500 (Thailand's VAT included) will be made every month after the monthly report is submitted and approved by the Inspection Committee.

10. Performance Security

The contractor has to provide a performance security in the amount of 5 percent 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.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

11. Stamp Duty

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

12. Penalty Fee

TCEB stipulates conditions in the event that the contractor is unable to deliver the work within the time specified in the scope of work, on a daily basis at the rate of 0.1 percent of the value of the undelivered work, but not less than 100 baht per day.

13. Cancellation

TCEB reserves the right to cancel the procurement, employment or contract in the event that it is determined that the most or almost of the contractor's work under the scope of work has been delayed and causes damage, the acceptance of such work is useless, the lack of ability to perform tasks in accordance with the scope of work or the contract for quality and completion as scheduled. TCEB will not be responsible for any expenses incurred to the contractor and if such circumstances cause TCEB damage, the contractor must be responsible and compensate for the damage caused to TCEB also, without any conditions at all.

14. Ownership of Data and Documents

14.1 Documents/data/workpieces/databases and/or software and anything else that results from the implementation of this project, all work that has been performed, including those that have been delivered and that have not been delivered, shall be the property of TCEB by law, which the contractor must deliver to the TCEB and TCEB has the right to take part or all of the work to be published or reproduced by itself or allow others to publish or reproduce.

14.2 All information (including the names of any potential clients of TCEB) obtained or provided by the contractor in the provision of the services shall be the property of TCEB.

14.3 The 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, the 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 the contractor may have in its possession or in its control.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

15. Personal Data Processing

In case the contractor is the personal data processor for or on behalf of TCEB, 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 TCEB upon the termination of Agreement.

16. Disclaimer

TCEB reserves the right not to hire the contractor, if it appears that the submission of the proposal does not meet the criteria or conditions specified, or TCEB considers that the employment of such selected person will not be beneficial to TCEB as it should. The expenses of the proposer arising from the selection process for the price examination shall be the burden of the proposer, and the proposer has no right to claim any damages from TCEB.

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 Supanich Thiansing
Director, Meetings and Incentives Department
Email: Supanich_T@TCEB.or.th
Telephone No.: 02 694 6000 Ext. 6067

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Appendix 2



Thailand Convention and Exhibition Bureau proposal for market representation in the European MICE Sector

Dear Khun Supanich,

We are pleased to submit our proposal to the Thailand Convention and Exhibition Bureau for continued market representation in the European M&I Sector from October 1st 2022 to 30th September 2023.

We continue to be proud to be your European representative and will be honoured to be reappointed to represent you in 2023. We very much appreciate the opportunity to be considered to continue to perform this role.

The past two years have had a dramatic impact on the M&I industry in the UK and Europe, with agencies and suppliers alike having to adapt to new trends and pressures, but Thailand remains one of the most appealing destinations in the world for meeting and incentives with excellent infrastructure and an attractive local culture. Throughout the Covid-19 pandemic, TCEB has demonstrated thought leadership in the Asia-Pacific region about how Thailand, and the world, can build back better and return to events safely. We continue to be inspired by and committed to these values and trust our proposal provides some detailed ideas on how we hope to continue to work together in the future.

The dedicated MICE department at MMGY Hills Balfour, based in our London office, is a team of consultants with specific expertise in the outbound European meeting, incentive, association and exhibition sectors. With UK and European sales remits for our prestigious clients, we are proud to work with TCEB along with other leading world destination convention bureaus including NYC & Company, Dubai Business Events, Los Angeles Convention and Visitors Bureau and Wonderful Copenhagen. Our team of experts has an excellent pedigree in growing business interest and bookings in our client destinations across the MICE sectors from the UK and European territories. The team's excellent network and deep experience of working for international convention bureaus enables the execution of high-quality sales activities for our destination clients as well as delivering new business from across the UK and Europe.

I would be delighted to answer any questions if any should arise. You can call me on +44 (0) 20 7593 1788 or email mmann@hillsbalfour.com

Thank you again for the opportunity to respond to this request – we hope to have the pleasure of continuing to work with you on this exciting journey to continue to establish Thailand as the premier business events destination in Asia.

With kind regards

A handwritten signature in black ink, appearing to read 'Margaret Mann'.

Margaret Mann - MICE Account Director

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

cm
MC

PROPOSAL

We wish to continue to engage with the European market on your behalf and enjoy working with your creative team. It is an honour to represent Thailand and we wish to continue to grow your market share and raise the profile of Thailand in Europe. As you know, the MICE market is increasingly competitive so maintaining a sales presence in market will be key particularly to encourage more event planners to select Thailand as confidence rebuilds in international business events.

We believe that the significant success we have enjoyed on your behalf over the last six years has been by building relationships with key stakeholders and influencing agencies and corporate buyers. We therefore consider it of vital importance to ensure that your representatives in the market are given the opportunities to be active and to conduct further sales calls and relationship building.

The main focus is to create a strong, visible and proactive office to work with the MICE trade and generate new business. In addition, our proposal suggests opportunities to collaborate with global sales offices for hotels with properties in Thailand, DMC representatives of Thailand DMCs, key partners and industry trade associations to maximise every opportunity to position Thailand as the premier business events destination in Asia and raise the profile of TCEB in market.

Recent enquiry levels and projections indicate that the UK, Germany and France will continue to be the top markets for Thailand for FY22/23. However, there will be opportunities to capture the market as recovery continues throughout Europe, so proposed activity will also target potential growth markets such as Scandinavia, Poland and other countries in the DACH region. We will be flexible and agile to take advantage of opportunities as European markets return to pre-Covid levels of activity.

The team will seek to secure face to face and virtual appointments with key A list agencies with strong potential for Thailand with particular emphasis on those agencies and end-users with business activities with potential for long-haul events.

The team will seek new opportunities to collaborate with industry associations and new industry partners including airlines, key agents or key corporates. Through our marketing activity, we will aim to educate not just potential clients, but also partners that can become ambassadors for Thailand in the market such as DMCs and hotel GSOs.

In response to the suggested budget, we therefore propose focusing sales activity through a diverse portfolio of events and sales calls. We propose an activity budget of £12,500 – 600,000 Thai Baht - with a focus on collaborative events, targeted engagement events and sales calls. We would request to be in a position to give advice to marketing spend activity in the region to ensure that it supports the KPI's within the region. We would like to assist TCEB in forging partnerships with strategic allies to drive the implementation of winning and promoting MICE events in each of the respective industries of Thailand 4.0.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

Cm
HL

Proposal

We are suggesting the below proposal with your potential budget in mind to ensure continuity of a professional level of delivery and activity. We therefore suggest the following KPIs and propose alternative deliverables that will increase Thailand's visibility in the market and put TCEB and your partners in the strongest position possible for attracting future business as the market recovers.

We propose to increase the lead KPI by 14.3% to 40 leads with no increase of the fee of £6,500 (Thailand VAT 7% included). To achieve this, we have adjusted the KPIs to focus on sales results rather than market updates or profiling.

KPI-Business Leads	KPI Increase	Monthly Rep Fee	Human Resource
40	14.3%	£6,500 (Thailand VAT 7% included)	1 FTE

KPI Type	Description	KPI
M&I Visitors to Thailand	The number of visitors to Thailand through successful leads	2000 pax
New M&I leads	Potential M&I business opportunities for TCEB in the form of event enquiries	40 leads
Contacts for TCEB database	New contacts to be added to the TCEB database, to increase reach in target markets.	450 names
M&I Profiles	Individual profiles on agencies or corporate events with potential for Thailand.	20 profiles

Activity Name	Description	Objective	Rationale
Sales calls	In-person or virtual sales calls with event agencies and corporates.	-educational opportunity for agency/corporate clients -increase visibility of Thailand in key markets -lead generation	Sales calls are an opportunity to engage with event planners one-to-one, to educate them on Thailand as a destination for events and to gather intelligence on regional trends.
The Meetings Show UK	A two-day MICE tradeshow in the UK	-educational opportunity for agency/corporate clients -increase visibility of Thailand in key markets -lead generation	The Meetings Show UK is offering a new exhibitor package that increases the opportunity for ROI. The show is the definitive MICE tradeshow in the UK with an exclusively European audience. The Meetings Show UK is also an opportunity to provide Thai supplier partners access to the UK/European market.
SITE Young Leaders	Participation in activities	-Increase visibility of Thailand in key markets	Participation in the activities of the SITE Young Leaders

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

CM
RK

	coordinated by the SITE Young Leaders committee	<ul style="list-style-type: none"> -Relationship building with key incentive industry leaders and knowledge sharing -Exclusive access to SITE Young Leader meetings and events 	committee is an exclusive, invitation only opportunity. The activity will raise the profile of Thailand in the UK market, create deeper relationships with SITE and provide exclusive engagement opportunities with SITE agency members.
Lunch and Learn with GSOs	Lunch and learn(s) partnering with hotel and DMC GSOs in the UK and/or Europe.	<ul style="list-style-type: none"> -Educational opportunities for agency and corporate event buyers. -Educational opportunities for GSOs that represent Thai suppliers (DMCs and hotels) -Raise the visibility of Thailand in key markets -Lead generation 	Lunch and learns are an opportunity to network with key potential clients for Thailand in a casual atmosphere over lunch which is most-suited to the current style of work and expectations of event planners. This is also an opportunity to provide Thai suppliers access to the UK market through collaboration.
Agency Engagement Activity	Activities might include but are not limited to: <ol style="list-style-type: none"> 1. agency engagement activities 2. focus group in collaboration with media 3. attending a relevant forum or event 4. collaboration with an industry association 	<ul style="list-style-type: none"> -Educational opportunity for agency/corporate clients -Increase visibility of Thailand in key markets -Collaboration/opportunity to work with local associations related to the M&I industry and new partners such as airlines, key agents or key corporates -Lead generation 	These activities allow the UK/European representative to proactively engage with agency buyers and take advantage of high ROI opportunities in-market.
PR/Marketing	Destinations Alliance newsletters or PR and marketing activities	<ul style="list-style-type: none"> -Raise the visibility of Thailand in key markets 	Based on research and conversations with buyers, word of mouth and case studies are a top source of destination inspiration. Through PR and Marketing activity with media or industry associations, the UK/European representative aims to raise the profile of Thailand in the market. This is also an opportunity to feature news from Thai supplier partners.

Appendix 3

Services by Hills Balfour Ltd.

(Attached to United Kingdom Representative Employment Agreement No. 65-094 between TCEB and Representative)

This appendix is for representation services catered specifically for the geographical areas of the United Kingdom and Europe.

Hills Balfour Ltd. ("Representative") will carry out the following functions on behalf of TCEB with a monthly retainer fee, except where specified.

Destination Promotion

1. Establish and maintain relationship with corporates and qualified international agents / planners of corporate meeting and incentive program that have the potential and the interest to send meeting and / or incentive groups to Thailand.
2. Develop, maintain, and utilize a suitable MI database for marketing and attendance building activities.
3. Assist TCEB in planning and implementing programs as well as coordinating with local partners and suppliers for sales missions and / or road shows to the United Kingdom and Europe when needed. This includes, but is not limited to, making land arrangements for the events on project basis.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

cm
HR

Legal

4. Set up strategies for each sector of meeting and incentive travel business with action plans, execution, and evaluation. The set of strategies, action plans, execution, and evaluation, if needed, to be included in monthly report to be submitted to the Director of Meetings and Incentives Department and / or the designated of TCEB.
5. Conduct attendance building activities such as advertising, direct-mailing, and using local communication channels for promotion of specific meeting and incentive travel to be and being held in Thailand when needed.
6. Implement MICE destination training program for agents and planners of meeting and incentive travel. This may include conducting destination and product seminars / workshops and practical assistance in itinerary planning.
7. Coordinate with related parties and organize familiarization trips for qualified buyers and media to Thailand when needed, including negotiating air travel arrangements with airline partners and making advance payments if needed and upon TCEB's direction.
8. Act as TCEB's one-stop information center for meeting and incentive industry, media, and the general public in the United Kingdom and Europe.
9. Provide TCEB with effective market research and intelligence related to MI market in the United Kingdom and Europe.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

cm
HK

Lead

Public Relations / Communication

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

Administration

1. Monitor and report on market movements, market insights, travel industry trends, competitor analysis, updated information that is beneficial to TCEB and developments that may affect demand for Thailand. The reports from the offices of Representative in the United Kingdom and Europe will be submitted monthly, quarterly, and annually.

The Monthly Report must be in writing with detailed activities undertaken during the preceding month. The report 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, if any.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

cm
rk

Lead

- a) Group movement / update
- b) Leads acquisition
- c) Sales call / visit
- d) Marketing activities
- e) Situation update / market intelligence / business outlook
- f) News clippings and PR pieces

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

- a) KPI achievements (year-to-date) / accomplishments
- b) MICE market overview and competitive analysis
- c) Challenges and difficulties, if any
- d) Summary of marketing activities
- e) Marketing activity plans for next quarter

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 requirements as follows, if any.

- a) KPIs summary
- b) Executive summary

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

CM
r/R

- c) One year summary on number of sales calls / visits, activities, group update, leads acquisition and number of visitors
 - d) Highlighted marketing activities of the year
 - e) One year summary on MICE intelligence update
 - f) One year overview on market opportunity identification and recommendation
 - g) Annual market analysis and future trend of Thailand as destination
2. Supervision of the account and matters of TCEB shall be done by the respective head of the United Kingdom and Europe offices.
3. Assign at least one (1) dedicated staff for Meetings and Incentives Department, TCEB, to service the account and matters of TCEB and serve as the main contact and liaison for all day-to-day matters. Working hours of staff shall be Monday to Friday and at least 8 hours per day, starting from 9.00 am (inclusive of any lunch, morning, or afternoon tea breaks as long as normal accepted) on working day. In case of temporary absence of the regular staff, a substitute shall be assigned. 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 the United Kingdom and Europe.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

CM
HR

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. At least 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 trade familiarization trip and / or annual meeting organized by TCEB.
7. Effectively and efficiently manage and control expenses of marketing activities within the allocated budget as well as process reimbursement of these expenses within the timeframe and according to TCEB's regulations.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

CM
HK

Appendix 4

Reimbursement of Expenses

(Attached to United Kingdom Representative Employment Agreement No. 65-094 between TCEB and Representative)

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 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 only 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 Representative's annual 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, if possible.
3. Travel Request must contain clear details of expense breakdown for traveling purpose of each particular e.g. meals, lodging / accommodation,

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

cm
MR

local transportation, telephone, internet, entertainment, and other relevant expenses incurred which are related to the activity.

4. It is agreed that Representative can use his/her own vehicles for business journeys to other cities (outside London) and is able to claim mileage (45p per mile according to HM Revenue Customs of the United Kingdom / the UK Government) from TCEB.
5. Reimbursement of pre-approved expenses will be in accordance with complete official receipts underlying all expenses and details of each expense regarding date, amount paid, currency, and brief description of such expense. The amount claimed shall not exceed pre-approved amount per Travel Request.
6. TCEB reserves the right to verify such expenses claimed and/or request for additional documents or clarification upon disbursement of the expenses.

Marketing Activities

No.	Marketing Activities
1.	Sales Visit and/or Sales Call and/or Sales Mission
2.	Trade Show and/or Road Show and/or MICE Industry Event Participation
3.	Activity with Industry Partners and/or Industry Collaboration
4.	Media and/or Brand Visibility and/or Destinations Alliance
5.	Miscellaneous and Entertainment

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

cm
HK

Appendix 5

Representative KPIs FY2023

(Attached to United Kingdom Representative Employment Agreement No. 65-094 between TCEB and Representative)

Market/Area: The United Kingdom and Europe

Contract Period: 1 October 2022 to 30 September 2023 (12 months)

Performance Evaluation

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

1. Generate at least 2,000 MICE visitors to Thailand for corporate market.
2. Generate at least 40 new leads which have potential to choose Thailand as a meeting & incentive destination.
3. Establish new database of 450 contacts on new prospects and clients and maintain accuracy of corporate market database. The database information must be reported to TCEB head office on a quarterly basis.
4. Generate at least 20 M&I customer profiles to be reported to TCEB.
5. Provide situation update / market intelligence / business outlook to report to TCEB at least every month, the estimated 12 reports over the 12-month period.
6. Monthly Report to be submitted to TCEB head office by 25th of each month, in accordance with TCEB's requirements.
7. Quarterly Report to be submitted to TCEB head office at the end of every quarter (fiscal quarters end in December, March, June, and September), in accordance with TCEB's requirements.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

cm
H

8. Annual Report to be submitted to the TCEB head office at the end of fiscal year by the 30th of September, in accordance with TCEB's requirements.
9. Disseminate media coverage or news article as approved or requested by the TCEB head office and stay current on TCEB engagement pieces.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

*cm
MK*

QUOTATION

Date: 19 September 2022

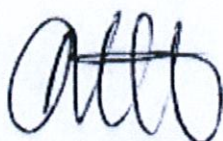
From: Hills Balfour Ltd.
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

To: Thailand Convention & Exhibition Bureau (Public Organization)
Siam Piwat Tower Building,
25th & 26th Floor, Unit A2, B1 and B2
989 Rama 1 Road, Pathumwan,
Bangkok, 10330, Thailand

Project Name: Strengthening Thailand's Competitive Advantage in Overseas Markets, Overseas Marketing Representatives

Activity Name: United Kingdom Representative Employment for Meetings and Incentives Department, Thailand Convention & Exhibition Bureau (TCEB)

No.	Description	Monthly Retainer Fee (GBP)	No. of Months	Total (GBP)
1	Retainer Fee for FY2023	6,500	12 months (October 2022 – September 2023)	78,000
GRAND TOTAL (GBP) inclusive of Thailand's 7% Vat				78,000



Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Caroline Moultrie
Managing Director

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

CM
ML



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4496830

The Registrar of Companies for England and Wales hereby certifies that
HILLS BALFOUR LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 27th July 2002



N04496830L



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom



Companies House
— for the record —

Legal

HC007B

*cm
HL*



Companies House

AD01 (ef)

Change of Registered Office Address

Company Name: **HILLS BALFOUR LIMITED**

Company Number: **04496830**



Received for filing in Electronic Format on the: **29/06/2021**

XA7NULD6

New Address Details

New Address: **58 Southwark Bridge Road C/O Accounting
LONDON
England
SE1 0AS**

Please Note:

The change in the Registered Office does not take effect until the Registrar has registered this form. For 14 days, beginning with the date that a change of Registered Office is registered, a person may validly serve any documentation on the company at its previous Registered Office.

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

CM
ML



Companies House

AP01(ef)**Appointment of Director**Company Name: **HILLS BALFOUR LIMITED**Company Number: **04496830**

X9F57(VZ1)

Received for filing in Electronic Format on the: **07/10/2020****New Appointment Details**Date of Appointment: **14/09/2020**Name: **CAROLINE MOULTRIE**

The company confirms that the person named has consented to act as a director.

Service address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**Date of Birth: ****/04/1973**Nationality: **BRITISH**Occupation: **DIRECTOR**

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

cm
ME

Hills Balfour
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Tel: 44-(0)20-7593-1700
Fax: 44-(0)20-7022-8662
E-mail: info@hillsbalfour.com

29 September 2022

Mr. Chiruit Isarangkun Na Ayuthaya
President of Thailand Convention & Exhibition Bureau (Public Organization)
Siam Piwat Tower Building,
25th & 26th Floor,
989 Rama 1 Road, Pathumwan,
Bangkok, 10330, Thailand

Request to Use Performance Security of FY2022 for FY2023

Dear Mr. Isarangkun Na Ayuthaya,

Reference is made to FY2022 United Kingdom Representative Employment Agreement No. 64-112 dated 16 December 2021 between Thailand Convention & Exhibition Bureau (TCEB) and Hills Balfour Ltd. Hills Balfour Ltd. pledges the amount of 4,800 GBP for the purpose of performance security.

Hills Balfour Ltd. would request your kind approval to use the said performance security of the above-mentioned agreement for the renewal agreement of FY2023.

Yours sincerely,



Caroline Moultrie
Managing Director

Hills Balfour Ltd registered in England
At 10 London Mews, London W2 1HY
(Registered number 04496830)

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom

Legal

CM
HK

Privacy Notice

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.

cm
R

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

cm
R

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

Hills Balfour Ltd
58 Southwark Bridge Road
London SE1 0AS
United Kingdom