

## Australia Representative Employment Agreement

Agreement No. 65-105

This Agreement is made at Thailand Convention & Exhibition Bureau (Public Organization), having its place of business at 25<sup>th</sup> -26<sup>th</sup> Floor, Siam Piwat Tower, 989 Rama 1 Road, Pathumwan District, Bangkok, 10330, Thailand, dated on November 24<sup>th</sup>, 2022, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya , hereinafter referred as the "TCEB" of the one party and

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

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

### Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission to perform the service for the activity of Australia 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 Clockwise Consulting Pty Ltd's proposal, Appendix 3 Services by Clockwise Consulting Pty Ltd, Appendix 4 Reimbursement of Expenses and Appendix 5 Representative KPIs FY2023 (hereinafter referred as "the Work").

The Representative is obligated to perform the Work as required by TCEB for a period of 12 (twelve) months, commencing on October 1<sup>st</sup>, 2022 until September 30<sup>th</sup>, 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 Clockwise Consulting Pty Ltd's proposal, all 5 (five) pages.



- 2.3 Appendix 3 Services by Clockwise Consulting Pty 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 Clockwise Consulting Pty Ltd's Quotation, all 1 (one) page.
- 2.7 Appendix 7 Clockwise Consulting Pty Ltd's corporate documents and passport, all 6 (six) 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

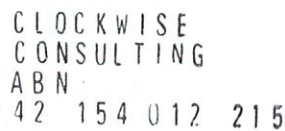
### Clause 3. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, in the amount of AUD 6,000 (six thousand Australian dollars only), as a performance security under this Agreement.

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

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





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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.







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.



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.







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.businesseventsthailand.com/en/policy> or the documents attached to this Agreement. Additionally, it shall request for the data subject's consent prior to processing of the personal data.

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

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

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

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

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



(e) General explanation of technical measurement and administrative measurement for personal data protection;

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

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

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

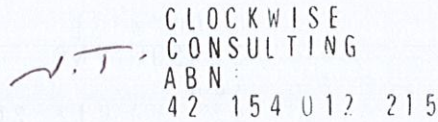
(10) Regarding the notification of personal data infringement under this Agreement, the Representative must specify the cause of infringement and the measurement for preventing the recurrence of such issue. Additionally, the Representative shall provide TCEB with the information under the scope as specified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

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

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


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



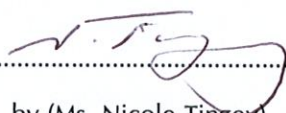





This Agreement is made in duplicate. The parties hereto, each retaining one copy, have read and fully understand the contents therein, and accordingly sign their names and affix their seal (if any) in the presence of witnesses.

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

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

Signed:  Representative  
by (Ms. Nicole Tingey)  
Clockwise Consulting PTY LTD

Signed:  Witness  
(PAUL MARTINUCCI)  
Clockwise Consulting PTY LTD

Project number 65097622227

CLOCKWISE  
CONSULTING  
ABN  
42 154 012 215





อ.ส.5 ใบสัณห์หลังตราสาร

เลขที่ 04010  
วันที่ 6 ธันวาคม 2565

เลขประจำตัว 0994000112165

เลขที่สาขา

ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการค้าระหว่างประเทศและนิทรรศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษีอากร

ที่อยู่ : เลขรหัสประจำบ้าน

ห้องเลขที่ -

หมู่บ้าน -

เลขที่ 989 หมู่ 2, B1 และ B2

ตรอก/ซอย -

ถนน พระราม 1

เขต/อำเภอ ปทุมวัน

รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามพริวรรณ์ทาวเวอร์

ชั้นที่ 25, 26

หมู่ที่ -

แยก -

แขวง/ตำบล ปทุมวัน

จังหวัด กรุงเทพมหานคร

คู่สัญญา

เลขประจำตัวผู้เสียภาษีอากร

เลขที่สาขา

ชื่อ CLOCKWISE CONSULTING PTY LTD.

ได้เสียภาษีอากรแสดงเป็นตัวเงินสำหรับตราสารตามบัญชีอัตราภาษีแสดงปี ย่อ 4  
ลักษณะตราสาร อ้างคำย่อ ดังนี้ :

	บาท	สต.
มูลค่าตราสาร	2,770,429	91
ค่าอากรแสดงปี	2,771	00
เงินเพิ่ม	0	00
รวมเงิน	2,771	00



เป็นตัวอักษร (สองพัน เจ็ดร้อย เจ็ดสิบ เอ็ดบาทถ้วน)

เลขที่ 000769

ลงวันที่ 6 ธันวาคม 2565

เอกสาร อ.ส.4 คือ 01003071-25651206-1-06-000040

ลงชื่อ

ตำแหน่ง **นางสาวกนกพร บัวทอง**  
**เจ้าพนักงานสรรพากรปฏิบัติการ**

ใบสัณห์หลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสดงปีของหน่วยเก็บภาษีอากร  
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว



## **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: Australia Representative Employment for Meetings and Incentives Department, Thailand Convention & Exhibition Bureau (TCEB)

### **2. Budget**

Amount of AUD 120,000 (Thailand's VAT included) equivalent to THB 3,120,000 (estimated exchange rate: AUD 1 = THB 26)

### **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, Australia needs to be targeted as Thailand's source market for meetings and incentives travelers. Representative in Australia, 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 Australia 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.



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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 Australia.

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 Australia, 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;



(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 AUD 120,000 (Thailand's VAT included). During the 12-month period from October 1, 2022 to September 30, 2023. The payment of AUD 10,000 (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.



### **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.



### **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

CLOCKWISE  
CONSULTING

ABN:

42 154 012 215



## MARKETING PLAN & ACTIVITIES 2023

### Situation Analysis to Inform Planning

With decision makers feeling increasingly confident in travelling and running events abroad, many are expecting the number, size, and budget for events to be equal to, or greater than pre-pandemic levels heading into 2023\*.

As we know, the demand for a business event is driven mainly by organisations choosing it as a forum to communicate messages, to educate or train, to promote a product, to reward or celebrate, to collaborate on issues and solutions, or to generate resources. Coming out of the recent pandemic, these reasons to gather in-person have never been more important.

While research\*\* suggest that business confidence, which hit a peak in January 2022, has started to see a sharper slide as geopolitical and economic concerns bite, with a global risk survey showing the war in Ukraine and the rapid rise of interest rates in several countries are considered the biggest issues, we can be confident for now that demand remains strong.

The major global trade shows for the business events market are strong indicators of how the sector is rebounding. Despite strong macro pressures, including inflation and talent shortages, the bounce back could be even stronger and more robust than previous forecasts predicted. Using the example of IMEX America in Oct 2022, over 3,000 global buyers and over 3,000 exhibiting companies confirmed their participation at the event. IMEX Global says it is set to be one of the show's largest editions since its launch in 2011.

As a result, Thailand is well positioned to reap the benefits. Concerns around cost of travel, in particular hotel rates, mean that Thailand's already strong value proposition is even stronger. As buyers are seeking destinations that can provide service levels expected by their clients, again Thailand is a stand-out destination. Provided we have the tools to demonstrate Thailand's willingness to support Business Events and willingness to secure business, there will be a robust pipeline out of Australia, and a move towards positive results out of New Zealand.

### Recommended Marketing Strategies and Destination Promotion

Clockwise Objectives: Deliver a 12-month marketing plan to include trade events, relationship development, collaboration with suppliers and partners, media engagement and networking opportunities to grow business and position Thailand as a key MI destination for 2023 and beyond.



### **RETAINER**

AUD \$10,000 per month includes GST and Thailand 7% VAT

### **MICE TRADE EVENTS**

#### **Professional Conference Organisers Association (PCOA)**

#### **Business Partnership (membership) & National Conference**

Conference objectives are knowledge sharing, networking and professional development for members. Having attended as both as an exhibitor and a delegate previously on behalf of TCEB, we recommend attending this event once again as a delegate and 'working the floor' (not exhibiting at the event). This show is all about relationships – an area that the Clockwise team excel in - to allow us to directly engage with conference delegates in a face-to-face capacity after limitations on engagement throughout the past 2 years.

A 12-month Business Partnership (membership) provides a reduced conference registration fee and provides ongoing marketing opportunities throughout the year. Recommendation is for MI & C departments to share both costs and benefits.

Target – Agencies and Corporate Meeting Planners

KPI – 10 contacts to follow up for business leads

#### **Asia Pacific Incentives Meetings Event (AIME)**

The leading trade event for the meetings and events industry in Australia & New Zealand, in 2022 attracted more than 300 hosted buyers and 200 new exhibitors making the most of the opportunity to gather at the Melbourne Convention and Exhibition Centre for the first time in more than two years. Alongside AIME was SITE NITE (ANZ) designed to engage with current and prospective SITE ANZ members who were attending AIME. Attending in 2023 will provide the opportunity for both buyer direct engagement in-market plus substantially increase new database contacts.

Competitors to Thailand attending in 2023 include Singapore, Malaysia, Hong Kong, Philippines, Japan, Abu Dhabi and Qatar.

Recommendation for 2023 is for the activity to be shared with TCEB Conventions budget, split approximately 65% MI and 35% Conventions. Attending as a sole exhibitor, TCEB only on a single stand to include

- One Embassy Suite
- Full appointment schedule of 32 appointments



- Branded back-drop
- TV monitor to play promotional video

Target – Agencies and Corporate Meeting Planners from Aus/NZ  
KPI - 30 contacts to follow up for business leads

#### Society for Incentive Travel Excellence ANZ Conference

The SITE Australia & New Zealand Chapter was formed in late 2018 and currently has 53 active members plus a larger distribution list of Incentive buyers and non-member attendance at events. Due to the population size, our local chapter is focussed on quality members who are predominantly practitioners (currently 75%), rather than a high number of members.

TCEB sponsored the inaugural SITE ANZ "Incentivise Live" Conference in Sydney in 2022. The conference was a great success and so we recommend sponsoring again. The 2023 conference is designed to attract 100+ attendees from Australia and New Zealand with targeted delegates including Key industry stakeholders, Business Events Bureaus, Industry Suppliers, and most importantly Industry Practitioners being Incentive House, Incentive Travel & Incentive Marketers. SITE is keen to have TCEB as a sponsor, which would provide TCEB and Thailand with significant brand & destination exposure amongst local buyers & industry. If budget allows, sponsorship of a keynote speaker is recommended.

Target – Incentive Planners

KPI = 15 contacts to follow up for business leads plus brand and destination exposure

#### ACTIVITY WITH MICE INDUSTRY PARTNER

##### GSO Partner Collaboration - Lunch & Learn Sessions or Cocktail Reception

TCEB has long enjoyed very productive relationships with Australian & NZ-based GSO's. We recommend conducting in-person (or hybrid in NZ) small-group training session in a capital city. Local Hotel GSO partner/s to contribute to the cost, add new contacts to the guest list and provide a giveaway item. To promote some of the experiences available to MI groups in Thailand, using Thailand's 'MICE 7 Themes' as the basis, we will include an immersive experience via the selected venue such as a restaurant featuring 'farm to table' ethos reflecting TCEB's sustainability focus.



GSO Partner Collaboration might also include an opportunity presented to TCEB by a Hotel partner, where TCEB is invited to sponsor & attend a very targeted event. In this instance, ensuring access to a very targeted audience and deliverables to achieve KPI & ROI will be the key decision makers. Previously this type of activity has been offered by Marriott International with their annual 'Girl's Night In' event with very high-value buyers in attendance.

Target – Agencies and Corporate Meeting Planners  
KPI - 10 buyers to attend

### **MEDIA**

We strongly recommend TCEB continues to invest in media activity to support the ANZ region. Our relationships with Australian based MICE and corporate media will ensure TCEB not only receive excellent advertising rates allowing for a high return on investment, but extensive coverage and PR benefits beyond that of the media spend. Paid media is also essential to continuing support of our marketing activities such as publication of TCEB HQ-generated media releases and attendance at roadshows and famils.

Recommended media partner for 2023 is CIM Business Events. Australian-based, CIM has been delivering breaking news and in-depth analysis across the business events industry for over 45 years. That continues into the digital age, with CIM's website attracting on average over 17,000 users and 72,000 pageviews a month. Add to that combined social media reach of over 4,000 followers. CIM also offers the only daily industry e-newsletter in Australia, delivering the latest business events news into the inboxes of around 4,000 event professionals.

In 2023 we recommend scheduling a website Leader board. This low-cost option is a way to create presence and would click through to TCEB's website to feature, for example, 7-themes or 2023 support campaign.

KPI – Reporting analytics to include data on the campaign including reach & and CTRs  
**Manage and develop a data base**

Provided we are able to attend relevant trade exhibitions, Clockwise will continue to strengthen and grow the TCEB data base by providing an increase in relevant MI contacts with potential to take their event to Thailand. This is more important than ever as we see continued and increased change to contacts.

### **Networking**

We will continue to attend national and state-based networking events including MEA, SITE, PCOA, Executive Assistants Network, and hotel GSO events at little or no cost to TCEB.



**Distribution of Information**

We will continue to be the provider of up-to-date and relevant information to Australia's MI market, designed to positively influence their purchasing decision.

**Additional Projects**

Any additional projects or extensive reporting, such as a Roadshow or other research as not included in the final marketing plan or KPI, would be confirmed by TCEB and Clockwise Consulting before any works commence and would come at an additional cost.

Sources

- \* Business Event Australia
- \*\* Oxford Economics

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## Appendix 3

### Services by Clockwise Consulting Pty. Ltd.

(Attached to Australia Representative Employment Agreement No. 65-105 between TCEB and Representative)

This appendix is for representation services catered specifically for the geographical areas of Australia and New Zealand.

Clockwise Consulting Pty. Ltd. ("Representative") will carry out the following functions on behalf of TCEB with a monthly retainer 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 Australia and New Zealand when needed. This includes, but is not limited to, making land arrangements for the events on project basis.



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 Australia and New Zealand.
9. Provide TCEB with effective market research and intelligence related to MI market in Australia and New Zealand.



## Public Relations / Communication

1. Create awareness of TCEB through the Representative's database and other PR / communication channels in Australia and New Zealand.
2. Circulate and distribute TCEB press releases through PR / communication channels in Australia and New Zealand, where possible.
3. Monitor TCEB news and prepare clipping report of all TCEB and local market 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 Australia and New Zealand 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 25<sup>th</sup> of each month, in accordance with TCEB's requirements as follows, if any.



- 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



- 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 Australia and New Zealand 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 Australia and New Zealand.



5. Account and matters of TCEB will be designated with a separate incoming telephone number and all calls shall be answered as TCEB. There will also be appropriate signage at the office premises to show TCEB representation, separate stationery and business cards reflecting the TCEB identity as provided by Head Quarter.
6. 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.

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## Appendix 4

### Reimbursement of Expenses

(Attached to Australia Representative Employment Agreement No. 65-105 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,



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

4. Reimbursement of pre-approved expenses will be in accordance with complete official receipts underlying all expenses and details of each expense regarding date, amount paid, currency, and brief description of such expense. The amount claimed shall not exceed pre-approved amount per Travel Request.
5. TCEB reserves the right to verify such expenses claimed and/or request for additional documents or clarification upon disbursement of the expenses.

### Marketing Activities

No.	Marketing Activities
1.	Trade Show and/or Road Show and/or MICE Industry Event Participation
2.	Activity with Industry Partners and/or Industry Collaboration, Sales Visit and/or Sales Mission
3.	Advertorial and/or Media Engagement
4.	Miscellaneous and Entertainment



## Appendix 5

### Representative KPIs FY2023

(Attached to Australia Representative Employment Agreement No. 65-105  
between TCEB and Representative)

Market/Area: Australia and New Zealand

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 1,000 MICE Visitors to Thailand for corporate market.
2. Generate to receive at least 45 new leads which have potential to choose Thailand as a meeting & incentive destination.
3. Establish new database of 100 contacts on new prospects and clients and maintain accuracy of databases. The database information must be reported to TCEB head office on a quarterly basis.
4. Generate at least 10 M&I customer profiles to be reported to TCEB
5. Provide situation updates, market intelligence and outlook to report to TCEB at least every month, an estimated 12 reports over the 12-month period.
6. Monthly Report to be submitted to the head office of TCEB by 25<sup>th</sup> of each month, in accordance with TCEB requirements
7. Quarterly Report to be submitted to the head office of TCEB at the end of every quarter (Fiscal Quarters end in December, March, June, and September), in accordance with TCEB's requirement.



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

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ABN:

42 154 017 215

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CLOCKWISE  
CONSULTING  
ABN:  
42 154 012 215

*[Handwritten signature]*

## Certificate of Registration of a Company

This is to certify that

**CLOCKWISE CONSULTING PTY LTD**

**Australian Company Number 617 150 704**

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

The company is limited by shares.

The company is a proprietary company.

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



**ASIC**

Australian Securities & Investments Commission

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

*[Handwritten signature of Greg Medcraft]*

Greg Medcraft  
Chairman



Appendix 6

**QUOTATION**

**Date:** 26 September 2022

**From:** Clockwise Consulting  
PO Box 322  
Flemington, Vic 3031 AUSTRALIA

**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:** Australia Representative Employment for Meetings and Incentives Department, Thailand Convention & Exhibition Bureau (TCEB)

No.	Description	Monthly Retainer Fee (AUD)	No. of Months	Total (AUD)
1	Retainer Fee for FY2023	10,000	12 months (October 2022 – September 2023)	120,000
<b>GRAND TOTAL (AUD)</b> inclusive of Thailand's 7% Vat				<b>120,000</b>

*N. Tingey*

Nicole Tingey  
Director  
Clockwise Consulting

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CONSULTING  
ABN:  
42 154 017 215

*N.T.*

*Legal*





## Summary of details from the Australian Business Register

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

Client Data	
ABN	42154012215
StatusCode	Active
EffectiveFromDate	02/02/2017
EntityTypeDescription	Fixed Unit Trust
OrganisationName	The Trustee for Clockwise Unit Trust
Address	
Main Business Address	
InputAddressLine1	33 MIDDLE ST
InputAddressLine2	
InputSuburbPlaceLocality	ASCOT VALE
InputStateCd	VIC
InputPostcode	3032
InputCountryCd	AUS
EmailAddress	nicole@clockwiseconsulting.com.au
PhoneAreaCd	0419
PhoneNumber	968263
MainActivityDescn	Tourism development consulting
Postal Address	
InputAddressLine1	PO Box 322
InputAddressLine2	
InputSuburbPlaceLocality	FLEMINGTON
InputStateCd	VIC
InputPostcode	3031
InputCountryCd	AUS
EmailAddress	ntingey@hotmail.com.au
PhoneAreaCd	
PhoneNumber	
Associates	
Associate Organisation (List)	
Associate #	1 of 1
LegalName	CLOCKWISE CONSULTING PTY LTD
EffectiveFromDate	02/02/2017
PositionHeld (List)	
PositionHeldDescription	Trustee
EffectiveFromDate	02/02/2017
Contacts	
GivenName	Simon
FamilyName	Etheridge
ContactDescription	Tax Agent
EmailAddress	simon@bellpartnership.com.au
MobilePhone	
BusinessPhone	0396459777
AfterHoursPhone	
GivenName	Nicole

Legal



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

*N. Tingey*

CLOCKWISE  
CONSULTING  
ABN:  
42 154 012 215

*N.T.*

*Legal*





ASIC

Australian Securities & Investments Commission

## Current Company Extract

*N. Tingey*

**Name:** CLOCKWISE CONSULTING PTY LTD

**ACN:** 617 150 704

Date/Time: 22 November 2021 AEST 12:41:12 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

CLOCKWISE  
CONSULTING  
ABN:

42 154 012 215

*N.T.*

*Legal*



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

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

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

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

Share Information
<b>Share Structure</b>



# CLOCKWISE

10 October 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

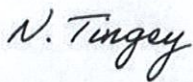
Request to use Performance Security of 2022 for 2023

Dear Mr. Isarangkun Na Ayuthaya,

Reference is made to FY2022 Australia Representative Employment Agreement No. 64-110 dated 16 December 2021 between Thailand Convention & Exhibition Bureau (TCEB) and Clockwise Consulting Pty. Ltd. Clockwise Consulting Pty. Ltd. pledges the amount of 6,000 AUD for the purpose of performance security.

Clockwise Consulting Pty. 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,



Nicole Tingey  
Director  
Clockwise Consulting

CLOCKWISE  
CONSULTING  
ABN:  
42 154 012 215



## Thailand Convention & Exhibition Bureau (Public Organisation)

### 1. Introduction

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

### 2. Definitions

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



### 3. Scope of Notice Enforcement

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

### 4. Sources of Personal Data collected by TCEB

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

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

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

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

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

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

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



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

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

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

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

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

## 5. The Lawful basis for the Collection of Personal Data

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

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







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.







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

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

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

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

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



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

#### Other Disclosures of Personal Data

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

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



## 12. International Transfers of Personal Data

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

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

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

## 13. Period of Personal Data Collection

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



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

#### 14. Provision of Services by Third Parties or Service Providers

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

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

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

#### 15. The Security Measures of Personal Data

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

#### Technologies use for Online and Network Security

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



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

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

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

## 16. External Link or External Service

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

## 17. Data Protection Officer

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

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

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

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



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

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

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

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

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

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



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

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

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

## **19. Complaints to Supervisory Authority**

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

## **20. The Modification of Privacy Notice**

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

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



## 21. Contact for Enquiries or to Exercise Your Rights

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

### 1) Data Controller

Name: Thailand Convention & Exhibition Bureau (Public Organisation)  
Contact address: 989 Siam Piwat Tower, 25<sup>th</sup> – 26<sup>th</sup> floors, Units A2, B1 & B2,  
Rama 1 Road., Pathumwan sub-district, Pathumwan district, Bangkok 10330  
Contact: [info@tceb.or.th](mailto:info@tceb.or.th)  
Call Centre: 1105

### 2) Data Protection Officer

Contact Address: 989 Siam Piwat Tower, 25<sup>th</sup> – 26<sup>th</sup> floors, Units A2, B1 & B2,  
Rama 1 Road., Pathumwan sub-district, Pathumwan district, Bangkok 10330  
Contact: [dpo@tceb.or.th](mailto:dpo@tceb.or.th)  
Call Centre: 1105

This Privacy Notice is effective on 30 May 2022 onwards