



Original

## Greater China Representative Employment Agreement

Agreement no. 66-045

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 April 3<sup>rd</sup>, 2023, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred as the "TCEB" of the one party and

Business Strategies Group Limited ("BSG"), company registration number is 694331, which has registered as a juristic person at Hong Kong, having its principal office located at 812 Silvercord, Tower 1, 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong, represented by the authorized person, Mr. Mark Thompson Cochrane, who held the passport's number AJ856546, hereinafter referred as the "Representative" on the other part.

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

### Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission to perform the service for the Project of Exhibition's Overseas Marketing Representatives (Greater China : China Hong Kong Macau and Taiwan), which be according to the Terms and Conditions of this Agreement including Appendix 1 Terms of Reference ("TOR"), Appendix 2 Business Strategies Group Limited 's proposal, Appendix 3 Representative KPIs, Appendix 4 Business Strategies Group Limited's Quotation, (hereinafter referred as "the Work").

The Representative is obligated to perform the Work as required by TCEB for a period of 6 (six) months, commencing on April 4<sup>th</sup>, 2023 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.

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Legal



TCEB Call Center 1105  
www.tceb.or.th

## 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 Business Strategies Group Limited's proposal, all 22 (twenty-two) pages.
- 2.3 Appendix 3 Representative KPIs, all 1 (one) page.
- 2.4 Appendix 4 Business Strategies Group Limited's Quotation, all 1 (one) page.
- 2.5 Appendix 5 Business Strategies Group Limited's corporate documents and passport, all 10 (ten) pages.

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

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

## Clause 3. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, in the amount of USD 2,408 (two thousand, four hundred and eight US dollars), 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.

#### 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 USD 48,150 (forty-eight thousand one hundred fifty US dollars only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative on a monthly basis at the amount of USD 8,025 (eight thousand twenty-five US dollars only) (Thailand's VAT included) for a period of 6 months in accordance with the term of payment which set forth in Appendix 1 Terms of reference and Appendix 4 Quotation.

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

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

#### Clause 5. DUTIES AND LIABILITIES OF THE REPRESENTATIVE

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

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 service fee, 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.

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.

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 personel of the Representative, to become an employee of the government or a relationship as an employee of an employer under labor law or state enterprise labor law or labor protection law in any way.

Determining whether the Work done by the Representative is completed according to the Agreement or the intention of TCEB or not, or which case is considered an act of force majeure or any reason due to the fault or defect of TCEB, or what kind of circumstances that the Representative is not liable under the law, including the event that there is a problem with the interpretation of this Agreement or relating to any matter arising under or in connection with this Agreement, regardless of whether the problem arises during operations or after the Work period under this Agreement ends or after the Representative abandons works, the Representative agrees to decisively accept the decision of TCEB and the Representative agrees to be bound by the results of that decision in all respects.

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



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

#### Clause 10. MODIFICATION OF WORK AND AGREEMENT RENEWAL

The Representative certifies that it has thoroughly examined and understood the details of the Work already. If it appears that the details of the Work incorrect or deviate from the professional and technical principles, the Representative agrees to comply with the decision of TCEB, the Inspection Committee, in order 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.

#### 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.

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



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

#### Clause 14. Stamp duty

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

#### Clause 15. Copyright

The Copyright of all documents prepared by the Agreement or in connection with the Agreement rests with TCEB. All documents prepared by the Agreement or in connection with the Agreement shall be confidential and shall be the property of TCEB. The 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 professional organizer's representative, government agencies, representatives of associations, and other agencies involved in the exhibition industry. The personal data includes name, phone number, email address, positions held, and a picture (if any) for business purposes, coordination, and a database of professional organizers, government agencies, associations, etc.



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



Representative shall sign the Agreement with the subcontractor, by which such Agreement shall contain the personal data protection clauses not less than those applicable to the Representative pursuant to this Agreement. The Representative shall also be liable to TCEB for the performance of such subcontractor.

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

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

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

#### Clause 17. Governing Law


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

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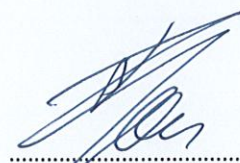


This Agreement is made in duplicate. The parties hereto, each retaining one copy, have read and fully understand the contents therein, and accordingly sign their names and affix their seal (if any) in the presence of witnesses.

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

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

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

Signed:  Witness  
(**MS. JESS WONG**)  
Business Strategies Group Limited

Project number 66037469895





อ.ส.5 ใบสัณห์หลังตราสาร

เลขที่ 12626  
วันที่ 25 เมษายน 2566

เลขประจำตัว 0994000112165 เลขที่สาขา  
ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการจัดประชุมและนิทรรศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขรหัสประจำบ้าน  
ห้องเลขที่ -  
หมู่บ้าน -  
เลขที่ 989  
ตรอก/ซอย -  
ถนน พระราม 1  
เขต/อำเภอ ปทุมวัน  
รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามนิทรรศน์ทาวเวอร์  
ชั้นที่ 25, 26

หมู่ที่ -  
แยก -  
แขวง/ตำบล ปทุมวัน  
จังหวัด กรุงเทพมหานคร



คู่สัญญา  
เลขประจำตัวผู้เสียภาษีอากร เลขที่สาขา  
ชื่อ BUSINESS STRATEGIES GROUP LIMITED

ได้เสียภาษีแสดงเป็นเงินสำหรับตราสารตามบัญชีอัตราภาษีแสดงเป็น ปี 4  
ลักษณะตราสาร สักค้าขาย ดังนี้ :

	บาท	สต.
มูลค่าตราสาร	1,553,940	00
ค่าภาษีแสดงเป็นเงิน	1,554	00
รวมเงิน	1,554	00

จำนวนเงิน เป็นตัวอักษร (หนึ่งพันห้าร้อยห้าสิบบาทถ้วน)

ตามใบเสร็จ เลขที่ 025293

ลงวันที่ 25 เมษายน 2566

เลขระบุเอกสาร อ.ส.4 คือ 01003071-25660425-1-02-000005

ลงชื่อ

ตำแหน่ง

(นางสาวสุพัตรา สิมสีพิมพ์)  
เจ้าพนักงานสรรพากรปฏิบัติงาน

ใบสัณห์หลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสดงของหน่วยเก็บภาษีอากร  
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว





**TERMS OF REFERENCE**  
**for the procurement specific method**

1. **Name of Project:** Exhibition's Overseas Marketing Representatives (Greater China: China, Hong Kong, Macau, and Taiwan)

2. **Budget**

Amount of USD 48,570 (Thailand's VAT included) equivalent to 1,700,000 THB (estimated exchange rate: USD 1 = 35 THB)

3. **Principle and Reason**

As one of the most important markets of exhibition industry with a significant number of business travelers generating revenues for its destinations, Greater China (China, Hong Kong, Macau, and Taiwan) are to be targeted as a prime market for Thailand exhibition industry. Representative in Greater China, called the contractor in this Terms of Reference, will help to promote Thailand as an exhibition destination for exhibition organizers, exhibitors, buyers, visitors and. Furthermore, providing vital information for potential leads, up-to-date market intelligence and linkage to public and private sectors for Thailand Convention and Exhibition Bureau (TCEB).

4. **Objective**

The contractor will promote, develop and establish Thailand as follows;

1. To promote show and venues in Thailand to China, Hong Kong, Macau and Taiwan markets, focusing on international trade exhibitions organized in Thailand.
2. To encourage potential exhibitors and visitors to join the trade shows in Thailand.
3. To assist TCEB in promoting the awareness of Thailand as the Exhibition hub of ASEAN.
4. To build networking between TCEB, Thai organizers and other counterparts in Exhibition Industry, governments, and associations in designated countries.
5. To encourage and increase the opportunities in bringing new international trade exhibitions from those 4 territories (Greater China: China, Hong Kong, Macau, and Taiwan) to be held in Thailand.

(Translation)



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6. To acquire local database of potential targets in the aforementioned territories including lists of exporters, sales agent, business trade associations, exhibition of MICE bureau, government agencies and etc.

#### 5. Scope of Work

1. To act on behalf of TCEB and provide information to related to MICE industry in Greater China, especially in the exhibition sectors.
2. To support and derive the development of the exhibition sectors in Thailand with potential leads & groups of delegates.
3. Influencing the potential exhibition organizers from Greater China (China, Hong Kong, Macau, and Taiwan) to stage trade show in Thailand.
4. To oversee promoting of Thailand exhibition industry in the China, Hong Kong, Macau and Taiwan territory.
5. To support and promote Thailand's exhibitions through marketing communication activities.
6. To provide update on market trends and movement in the territory.
7. To provide effective market research and information related to the exhibition market in the territory.
8. Strengthen and maintain relationship with potential customers through activities such as one on one, business forum, roadshow, networking activities, etc.
9. To provide market plan and activities in line with the marketing demand.
10. To prepare market intelligence or information that will encourage MICE business travelers to Thailand.
11. To build and maintain relationship or cooperate with all government bodies and private sectors such as MICE agent, trade association which are business strategic partners in China, Hong Kong, Macau and Taiwan including the Thai agency in China, Hong Kong, Macau and Taiwan including other business alliances.
12. To participate in marketing activities as designated by TCEB.
13. To produce details summary of activities in monthly report.
14. Other cooperation as designated. In some activities may incur additional expenses such as travelling expenses, guest allowance, etc. will be informed to TCEB in advance to receive prior approval.

(Translation)



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14. - The Contractor must notify about the Employer's privacy policy to the data subject for acknowledgement, and request for the data subject's consent in order to proceed with the data subject's personal data
15. - The Contractor must establish and maintain the appropriate security measurement for data processing, by mainly taking into consideration the nature, scope and purpose of data processing pursuant to the scope of work. This aims to protect the personal data from risk in connection with the personal data processing.

#### 6. Qualifications of the Contractor

Section 64. Subject to section 51 and section 52, a person who intends to tender a proposal in procurement by 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 project operation under the contract

6 months after the date of signing the contract. (April 2023 – September 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:

1. To appraise the monthly performance of contractor for retainer payment approval, contractor is required to submit reports which indicate the detailed of the executed activities as described in Scope of Work, update on market trends and movement in Exhibition industry that are beneficial to TCEB. Formal performance reviews by TCEB as per agreed Key Performance Indicators (KPIs)

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2. The contractor must abide by the report content template which advised by TCEB. The report must be submitted as per following timelines;
  - a. Monthly Report – every 25<sup>th</sup> of each month (6 months)
  - b. Executive Summary Report – at the end of contract (1 report)

#### 9. Payment terms

TCEB shall pay the contractor for the provision of the services a total of USD 48,150 (Thailand's Vat included). During the 6 month-period from April 2023 to September 2023. The payment of USD 8,025 (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 contractor once the contract is officially completed, whereas the Security will be confiscated when contractor reneges on the contract without proper acknowledgement to TCEB.

#### 11. Stamp duty

The contractor has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, for hiring in the amount of every 1,000 baht or a fraction of 1,000 baht per 1 baht of stamp duty.

#### 12. Fine rate

TCEB stipulates conditions in the event that the contractor is unable to deliver the work within the time specified in the scope of work, with a daily fine at the rate of 0.1 percent of the value of the employment, 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

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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

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.

#### 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 to not 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 the 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 the Principal. Permission to partially sub-contracting of the principal 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 the principal at the rate of 10 percent of the amount of the sub-contracted works, without prejudice to the principal's right to terminate this contract.

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Remarks :

1. The decision of the TCEB is deemed to be final. The persons who have not been selected shall accept and shall not dispute the decision of the TCEB in any case at all.
2. TCEB reserves the right to not choose the lowest bidder, but it will consider from the criteria used in the overall selection process.
3. The selected agency must work along with TCEB. Any decision-making must be obtained the prior consent from the 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 agency.

For more information :

Contact person: 1. Miss Pakwan Jiamjiroj

Senior Manager, Exhibition Department

Email: Pakwan\_j@tceb.or.th Telephone 02 694 6000 ext. 6039

2. Mr. Apinantat Vajrabhaya

Senior Executive, Exhibition Department

Email: Apinantat\_v@tceb.or.th Telephone 02 694 6000 ext. 6411

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# MARKETING STRATEGIES AND ACTIVITY PLAN FOR TCEB 2023

14 February 2023

Prepared by

BSG



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# INTRODUCTION

- This document provides TCEB with details of BSG's credentials, and proposed marketing strategies and activity plans, as well as key performance indicators (KPIs) under the terms of six-month contract running from April to September 2023.
- The business and service model of exhibition industry are changing quicker than ever after the pandemic especially in China. BSG will provide comprehensive strategies and plans for effectively promoting Thailand's exhibition market and raising awareness among the potential leads in Greater China.
- The KPIs and services proposed in this document can be further discussed in more detail as required.

BSG





# ABOUT BSG

- Founded in 2000 by Paul Woodward, Business Strategies Group (BSG) is the only consulting firm in Asia focused on B2B events and media.
- Our services include promotional activities, representation, market research, and strategic advisory services.
- We have managed UFI's office in Asia since 2004 and we have acted as TCEB's rep in China since 2006.
- Mark Cochrane is BSG's Managing Director as well as the UFI Regional Manager in Asia.

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# BSG STRENGTHS

- BSG maintains a proprietary database of almost 3,000 exhibitions across 17 Asian markets.
- BSG's team has a sophisticated and unmatched understanding and knowledge of key Asian exhibition markets – especially in China.
- Through our UFI role and our 20+ years of client work, BSG has deep and extensive contacts in the global exhibition industry - with organisers, venues, government bodies, associations, sales agents, trade media and service providers.

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## OBJECTIVE OF SERVICE

- BSG understands that TCEB has several key objectives including:
- Attract new international exhibitions and trade shows to Thailand.
- Raise awareness of TCEB in China as well as the opportunities offered by the Thai exhibition market.
- Bring new show organizers, exhibitors, visitors and MICE media reps to Thailand.
- Establish new relationships between TCEB and key Chinese government bodies and exhibition industry players in China.

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**Paul Woodward – Chairman**

As Chairman of BSG, Paul will provide strategic advice and guidance to the BSG team servicing the TCEB exhibition team.

Paul will also leverage his 30+ years in the global business events industry as well as his extensive network of contacts to maximise value for TCEB.



**Mark Cochrane – Managing Director**

Mark will manage the overall direction of the activities and ensure that the TCEB KPIs are met throughout the duration of the contract.

Evan Li, account manager, will report directly to Mark.



**Evan Li – BD Manager / TCEB Representative**

Evan will be responsible for all day-to-day operations and all communications with TCEB Exhibitions Team.

Evan has worked as TCEB representative since 2011 and has solid connections with key MICE business and government sectors in China. Evan will manage the account and operations to ensure that TCEB's goals and KPIs are met.



# OUR TEAM





# CHINA ECONOMY HIT BY COVID

- In the COVID years, China recorded some of its slowest economic growth in decades. In 2020, GDP grew by just 2.3%. In 2022, China's GDP grew by 3.0% (year-on-year).
- Added-value industrial output increased by only 1.3% in December 2022, down from 2.2% in November 2022.
- In December 2022, retail sales decreased by 1.8% (year-on-year). Inflation increased by 1.8% in December 2022, with food prices up by a concerning 4.8% and non-food prices up by 1.1%.
- In December 2022, exports (in US\$ terms) decreased by 9.9%, while imports (in terms of US\$) decreased by 7.5%.

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# CHINA MARKET FORECAST

- Rapid recovery in China widely expected
  - As Beijing finally abandoned its COVID-zero policies in December 2022 and January 2023, it's widely predicted that China's economy will recover quickly and perform strongly in the year ahead. This includes the MICE sector. It also expected that Beijing will be aggressive in its support of restarting exports.
- Challenges for China's outbound business
  - The pandemic significantly damaged its MICE industry – especially after the aggressiveness of COVID-zero policies in 2022. When the COVID restrictions were removed in early 2023, Chinese MICE players (including organizers, sales agents and industry associations) immediately began looking for ways to return to regional markets and to revitalise Chinese exports.

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# THAILAND'S OPPORTUNITY IS NOW

- Thailand will be a key center of growth for exhibition industry in 2023. This presents an ongoing, long-term opportunity for TCEB and Thailand.
- Chinese exhibition organizers will look to Thailand as a platform for international expansion. BSG already has multiple leads in this category.
- Chinese exhibitors have been locked away from the rest of the world for three years. They are eager to return to exhibitions around Asia.
- In addition, Beijing has made it clear that it wants to revitalize exports. A key means of achieving that is through supporting Chinese companies in their participation at regional trade shows and exhibitions.
- Beijing has promised to subsidize the participation of Chinese exhibitors.

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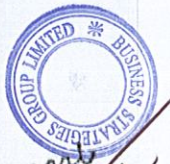
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# THAILAND'S OPPORTUNITY IS NOW

- This presents a unique opportunity for TCEB and Thailand.
- For the past 15+ years, BSG has been promoting TCEB and opportunities for Chinese companies at Thai exhibitions.
- This year will be a powerful opportunity to leverage BSG's network and knowledge of the Chinese market to bring Chinese exhibitors back to Bangkok and back to Thai exhibitions.
- The next six to 12 months will be a crucial time for TCEB to re-establish its relationships in China and deliver real recovery and growth to Thai events.
- BSG is uniquely positioned to help TCEB take advantage of this moment.

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# INDUSTRIES

BSG will focus on developing leads in the industries that fit within the Thailand 4.0 strategy – see below. BSG will also rebuild and re-establish TCEB's relationships with key Chinese government bodies such as CCPIT and Chambers of Commerce, etc.



Health & medical



Digital & e-commerce



Education



Finance



Automotive & New Energy



Biotechnology



Robotics



IT



Law & IP



Creative

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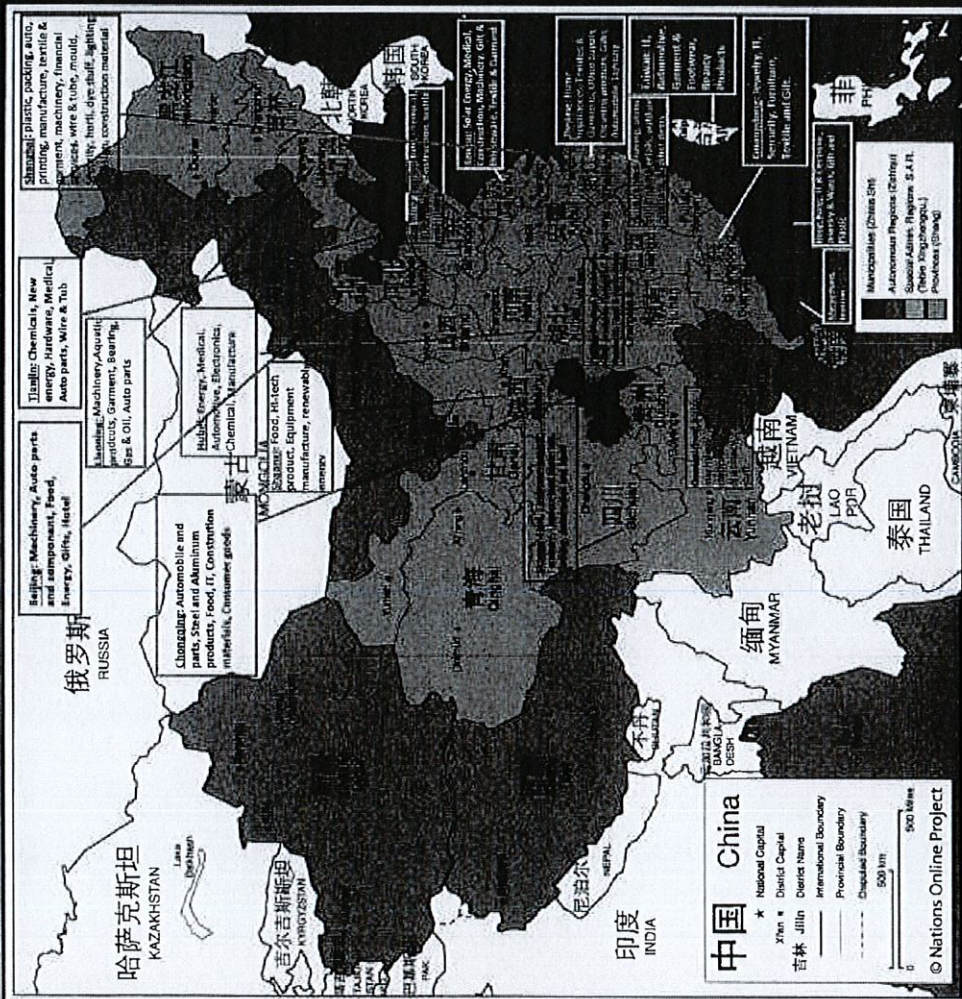


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# CHINA CITY STUDIES



City	Overview
Beijing	<ul style="list-style-type: none"> <li>Center of political, cultural and economic power.</li> <li>Electronics, machinery, chemicals, light industry, textile and car manufacturing, high tech.</li> </ul>
Shanghai	<ul style="list-style-type: none"> <li>Commercial and financial center of China.</li> <li>Computer and telecom, electronics, automotive, raw chemical materials and electrical machinery equipment.</li> <li>Key export markets: the US, the EU, Japan, Korea, ASEAN, HK and the Middle East.</li> </ul>
Guangdong (Guangzhou / Shenzhen)	<ul style="list-style-type: none"> <li>China's largest economic zone.</li> <li>Auto manufacturing, electric consumer goods, electronics computer and communication technologies, etc.</li> <li>Key export markets: US, ASEAN South Korea, Japan and the EU.</li> </ul>

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# MARKETING STRATEGIES



- Lead generation

- Leveraging BSG's extensive Greater China database is a key source of leads for TCEB. BSG uses our database and network to identify exhibition organizers and industry associations in Greater China which are looking explore international markets.
- BSG will tap our contacts in leading exhibition organizations in Greater China including Mainland China, Taiwan, Hong Kong and Macao. We will also leverage other established lead generation channels such as UFI, CCPI, HKTDC, TAITRA and IPIM in order to identify targets.
- The market in China is the largest in Asia and after three years of COVID, it will be essential to rebuild awareness amongst the potential leads in China.



# MARKETING STRATEGIES



- Geographic focus
  - The top priority geographic markets will be China. China has a large number of professional exhibition organizers, who are potentially going abroad. In addition, the pandemic restrictions is released in China and the industry are expected to recovered fast. China will be most potential market of business travellers. Activities include networking events, sales visit, MICE event participation and joint promotion will be taken place in China to create direct connection with the potential leads.
  - Hong Kong, Taiwan and Macao are second priority geographic markets. Sales calls and database collection will be conducted and sales mission if possible. The rep will also try to tap into the potential organizations through partnerships.

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# MARKETING STRATEGIES



- Promotional initiatives
  - Various marketing activities will be used to continually to promote Thailand's exhibition market as well as TCEB's supporting policies.
  - BSG will follow TCEB HQ's marketing roadmap, promote its key messages and spread through leading exhibition forums.
  - BSG will increase TCEB's exposure in China through MICE media outlets and we will create and distribute newsletters through our database, our MICE partners and through associations on Wechat.
  - Joint promotion of TCEB with industry partners and city governments can also be considered. Further discussion is required on this issue during the contract period.



# MARKETING STRATEGIES

- Research reports and industry information
  - Relevant market information will be collected and we will produce research reports to monitor the key industry trends as well as development of the exhibition industry in China. This is particularly important because the post-pandemic situation is changing quickly.
  - An activity summary as well as industry information will be included in each monthly report.
  - Database and contacts will be developed and added to the database on an on-going basis.





- 1-on-1 meetings

- BSG will organise TCEB's visits to China to promote exhibitions in Thailand. BSG recommends this as the most cost-effective, in-person promotional activity for TCEB.
- Physical meetings will take with potential organizers, key associations, government officials and MICE media. We recommend that the top priorities should be the tier-1 cities in China - Shanghai, Beijing and Guangzhou and Shenzhen.



- Participation in strategy MICE events in China

- BSG will use key Chinese MICE events such as CEFCO and Shanghai CEO Summit to promote Thailand and TCEB. These platforms offer concentrated opportunities to approach multiple, high-quality leads at one time.
- The list of potential MICE events will be suggested in advance for TCEB to review and approve.

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# MARKETING ACTIVITIES

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



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# MARKETING ACTIVITIES



## • Networking activities

- BSG will organize networking functions in key cities such as Beijing and Shanghai and possibly Hong Kong.
- The objective of these activities is to rebuild TCEB's brand and profile after the COVID period and to re-establish quality relationships with important government bodies and key organizers.



## • Roadshows

- BSG will assist TCEB to organize and execute corporate roadshows in China. (Note: It may take longer time to proceed under the current situation in China.)
- Press interviews or MoU signings other options which, in BSG's experience, can generate good coverage in the local media.

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



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# MARKETING ACTIVITIES



- Other activities

- FAM trips: BSG can organise FAM trips to bring Chinese exhibition organizers, exhibitor pavilion organisers and MICE media to visit Thailand and to meet with potential local partners.
- Joint promotions with Team Thailand: BSG can work with Team Thailand (Thai embassy or consulate, TAT, airlines, industry partners, etc.) to promote Thailand as a leading exhibition destination for the Chinese market.
- Sales calls: BSG will conduct sales calls with Chinese exhibition organizers in our database to uncover new leads.
- Disseminating media coverage: BSG will translate and modify the news coverage from TCEB HQ and distribute it to our media contacts in China and around Asia.

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



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## KEY KPIS

Indicators	KPI 2023	Remarks	Activity value
Number of new leads	30	BSG will focus on organizers, but also provide leading MICE organizations leads such as CCPIT and associations and industry bodies in China. The leads will be generated by regular promotion to with industry leaders and key players in China's exhibition market.	
Number of new shows	1	BSG expects Chinese organizers will be enthusiastic about launching new shows in Thailand and around the region. The key challenge is that time is tight for preparation and execution because China has just reopened. BSG currently has solid leads who plan to organize in July.	
Number of relevant articles	10 news	BSG will collect and analyze the latest industry news and trends. We will share this information from TCEB HQ and identify opportunities attract Chinese organizers to Thailand.	
Monthly reports	6	Summarizing BSG's activities on behalf of TCEB.	
No. of promotional activities (1-on-1 meeting / event participation, etc.)	2	As China's MICE market returns to normal, more organizations will explore and expand their business overseas. BSG will take the opportunity to promote TCEB and Thailand through multiple channels and platforms such as CEFCO, Shanghai CEO Summit, etc.	US\$8k/each
Market research reports	1	BSG will provide one market research report to TCEB. The suggested topic will cover outbound policies in China, or leading organizers.	US\$8k
Trade Fair Industry in Asia Report	1	We will provide UFI/BSG report.	US\$600

Remarks: In case any activity is not achievable considering situation, BSG can replace them below choices of additional KPIS.

- Market research report (value: US\$8k/each)
- Promotional activity (1-on-1 meeting or event participation) (value: US\$8k/each)



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## FEES & TERMS & TIMING

- BSG will provide the services outlined in this document under the following terms:
  - The contract period will run from 1<sup>st</sup> April to 30<sup>th</sup> September (6 months).
  - BSG required a monthly retainer fee of **US\$8,025 (7% VAT included)**.
  - Payment of fees and reimbursement expenses due within **30 days** of invoice.
  - All other expenses related to activities in China to be covered by TCEB including, but not limited to: travel expenses, sponsorship fees, media advertisements, booths at MICE events, etc.
  - BSG will, of course, obtain TCEB's approval for any additional expenses in advance.

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

[tceb.evan@bsgasia.com](mailto:tceb.evan@bsgasia.com)

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## KPI 2023: Representative Greater China

Indicators	KPI	Remark
Number of new leads	30	
Number of new show	1	
Number of relevant articles	10 news	
Monthly Reports	6	
No. of promotional activities (1-on-1 meeting / event participation, etc.)	3	The travel expenses will be covered by TCEB.
Market research report	1	
Trade Fair Industry in Asia Report	1	

Remark: In case any activity is not achievable considering situation, BSG can replace them below choices of additional KPIs.

- Market study
- Promotional activity (1-on-1 meeting or event participation)



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[www.bsgasia.com](http://www.bsgasia.com)

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Website: [www.bsgasia.com](http://www.bsgasia.com)

Monday, 27 March 2023

Quotation code: SA591

Mr. Duangdej Yuaikwarmdee  
Director – Exhibition Department  
Thailand Convention & Exhibition Bureau  
Siam Piwat Tower Building, 25, 26 Floor, Unit A2, B1, B2,  
989 Rama I Road, Pathumwan,  
Bangkok 10330  
Thailand

QUOTATION
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Provision of exhibition industry promotional services for Thailand Convention  
and Exhibition Bureau

USD

Fee as agreed for April to September 2023 (\$8,025/Month)	\$ 48,150.00
<b>Total amount (VAT included)</b>	<b>\$ 48,150.00</b>



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