

**Contract for marketing activity in America's Worldwide Exhibition & Events  
(IMEX America 2023)**

Contract no.66-087

This Contract is made at Thailand Convention & Exhibition Bureau (Public Organization), having its place of business at 25th-26th Floor, Siam Piwat Tower, 989 Rama 1 Road, Pathumwan District, Bangkok, 10330, Thailand, dated on **October 9<sup>th</sup>, 2023**, between **Thailand Convention & Exhibition Bureau (Public Organization)**, represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred to as the **"TCEB"** of the one party and

**Development Counsellors International, Ltd. ("DCI")**, company registration number is FEIN 13-1945303, which has registered as a juristic person at United States, having its principal office located at 215 Park Avenue South, New York, NY 10003, United States, represented by the authorized person, Ms. Karyl Leigh Ropke, who held the passport's number 506160047, hereinafter referred as **"the Contractor"** on the other part.

The Parties hereto has agreed as follows;

**CLAUSE 1 AGREEMENT ON THE COMMISSIONING**

TCEB agrees to commission, and the Contractor agrees to accept the commission for the activity : America's Worldwide Exhibition for Inventive Travel, Meetings & Events (IMEX America 2023), which be according to the Terms and Conditions of this contract and Scope of Work that specified in **Appendix 1** Terms of Reference ("TOR"), **Appendix 2** Development Counsellors International, Ltd.'s Proposal, **Appendix 3** Development Counsellors International, Ltd.'s Quotation, (hereinafter referred as **"the Work"**).

The Contractor agrees to provide labor, materials, tools and equipment, as well as various kinds of good equipment to be use in the works under this Contract.

**CLAUSE 2 DOCUMENTS THAT ARE PART OF THE CONTRACT**

The following the Appendix shall be regarded as part of the Contract;

2.1 Appendix 1 Terms of Reference (TOR), all 5 (five) pages.

2.2 Appendix 2 Development Counsellors International, Ltd.'s Proposal, all 3 (three) pages.

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2.3 Appendix 3 Development Counsellors International, Ltd.'s Quotation, all 1 (one) page.

2.4 Appendix 4 Development Counsellors International, Ltd.'s corporate documents and passport, all 8 (eight) pages.

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

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

### **CLAUSE 3 PERFORMANCE SECURITY**

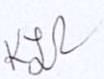
At the time of this Contract, the Contractor has provided TCEB with deposit cash, in the amount of 2,433.00 USD (two thousand four hundred thirty-three US dollars only), as a performance security under this Contract.

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

TCEB will return performance security provided by the Contractor under this Contract to the Contractor without interest.

### **CLAUSE 4 COST OF THE SERVICE FEE AND PAYMENT**

TCEB agrees to pay and the Contractor agrees to accept the payment of the Net Service fee in the amount of 48,648 USD (forty-eight thousand six hundred forty-eight US dollars only) when the Contractor has delivered the work, according to the Contract (specified in Appendix 1 TOR).





The payment schedule will be determine only after the Inspection Committee approves and authorized person provide their signature.

The payment shall be paid to the Contractor when all the works have been completed according to the Contract and TCEB has inspected and accepted such the works under Clause 10.

#### **CLAUSE 5 COMPLETION DATE AND THE RIGHT TO TERMINATE THE CONTRACT OF TCEB**

The Contractor shall start working within **October 10<sup>th</sup>, 2023**, and shall complete all works within a period of 90 (Ninety) days after contract signed date. If the Contractor does not start working within the prescribed period of time, or unable to complete the works on time, or there is a reason to believe that the Contractor is unable to complete the work within the prescribed period of time, or the works will be completed later than the prescribed period of time, or the contractor breaches any provision of the Contract, or become absolute receivership or bankrupt, or ignore the order of the Committee for Receiving Supplies, TCEB has the right to terminate this Contract and has the right to hire new contractors to substitute for the Contractor as well. The exercise of the right to terminate the contract does not affect the right of TCEB to claim damages from the Contractor.

Failure to exercise the right to terminate the contract mentioned above by TCEB does not release the Contractor from contractual liability.

#### **CLAUSE 6 RESPONSIBLE FOR DEFECTS IN THE HIRED WORK**

When the work is completed and TCEB has accepted the works from the Contractor, or the new contractor in the event that this Contract is terminated under Clause 5, if such defects or damage occurs from this employment within .....-..... year from the day after such acceptance, which the defect or damage is caused by the defect of the Contractor caused by incorrect use of the material or work is done incorrectly or does not meet academic standards, the Contractor shall correct the defect without delay, while TCEB does not have to pay any costs in this regard. If the Contractor fails to do so within .....-..... days from the day after the receipt of a written notice from TCEB or does not make corrections within the time specified by TCEB, TCEB has the right to do it by itself or to hire someone else to do at the expense of the Contractor.

In urgent cases, that it is necessary to correct the defect or damage quickly and cannot wait for the Contractor to make corrections within the period specified in the first paragraph, TCEB has the right to manage to correct the defect or damage by itself or hire someone to correct the defect or damage and the Contractor shall be responsible for all costs.





Correcting the defect by TCEB itself or hiring others to substitute for the Contractor does not release the Contractor from liability under this Contract. If the Contractor does not compensate for the expenses or damages as TCEB claims, TCEB has the right to enforce repayment from the retention or performance security.

#### **CLAUSE 7 SUB-CONTRACTING**

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

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

#### **CLAUSE 8 LIABILITIES OF THE CONTRACTOR**

The Contractor shall be liable for any accident, damage or danger arising from the work of the Contractor and shall be liable for damage caused by actions of the employees or the representatives of the Contractor as well as the performance of the sub-contractor (if any).

Any damage caused by the work performed by the Contractor, even if due to force majeure, the Contractor shall be responsible for the reparation or the replacement at the Contractor's own expense, unless the damage is caused by TCEB's fault. In this regard, the liability of the Contractor in this clause shall end when TCEB has accepted the final assignment. After that, the Contractor shall be liable for the defects or damages mentioned in Clause 6 only.

The Contractor shall be liable to third parties for any damage arising from the work of the Contractor or an employee or representative of the contractor, including subcontractors (if any) under this contract. If TCEB has been demanded or sued or required to pay compensation to the third party, the Contractor must take any action to defend TCEB at the Contractor's own cost, including the contractor. Moreover, the Contractor must compensate the damages as well as any costs arising from claims or lawsuits to TCEB immediately.



#### CLAUSE 9 PAYMENT TO EMPLOYEES

The Contractor shall pay the employee that the Contractor has hired at the rate and according to the time that the Contractor agreed or contracted with the said employee.

If the Contractor does not pay wages or any other compensation to such employee under the first paragraph, TCEB has the right to pay cost of commissioning to be paid to the Contractor to the employee of the Contractor and it shall be deemed that TCEB has paid such amount as cost of commissioning to the Contractor under the Contract.

The Contractor shall provide insurance for all employees hired to work, which shall cover all liability of the Contractor, including the sub-contractor (if any) in the case of damages that compensation claimable by law, which is caused by an accident or any danger that may occur to the employees or other persons hired by the Contractor or sub-contractor. Upon the request of TCEB, the Contractor shall deliver such insurance policy together with proof of payment of premiums to TCEB.

#### CLAUSE 10 ACCEPTANCE OF THE WORKS

When TCEB has inspected and accepted the delivered the works and deem that such work is correct and complete according to the contract, TCEB will issue proof of acceptance in writing for the Contractor to be used as evidence for requesting the cost of commissioning of such hired work.

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

#### CLAUSE 11 DEVIATION OF JOB DESCRIPTION

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



#### CLAUSE 12 FINE

If the Contractor is unable to complete the works within the time specified in the Contract and TCEB has not terminated the Contract, the Contractor shall pay the fine to TCEB on a daily basis, at the rate of 0.1 % price of the value of the employment. However, it must not be lower than 100 baht per day, from the day after the completion date under the Contract or the end of working period extended by TCEB until the actual completion of work. In addition, the Contractor allows TCEB to claim for damages caused by the delay in working of the Contractor, only for the excess of the said fine.

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

#### CLAUSE 13 RIGTH OF TCEB AFTER THE TERMINATION OF CONTRACT

In the event that TCEB terminates this Contract, TCEB may continue the works by itself or hire the other person to complete the works. In such case, TCEB has the right to forfeit or enforce repayment from performance security, in whole or in part, as deem appropriate. Furthermore, the Contractor shall be liable for damages in excess of the performance security, including the additional expenses in working toward the completion under this Contract, which TCEB may deduct from any money to be paid to the Contractor.

#### CLAUSE 14 ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

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

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



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

**CLAUSE 15 CANCELLATION OR REDUCTION OF FINE, OR EXTENSION OF WORK PERIOD ACCORDING TO THE CONTRACT**

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

If the Contractor fails to comply with the first paragraph, it shall be deemed that the Contractor has waived the right to claim or reduce the fines or extend the working hours without any conditions at all, except in the case of the default or the defect caused by TCEB, with clear evidence, or in which TCEB already knows from the beginning.

Cancellation or reduction of fines or extend the working period under the first paragraph is in the discretion of TCEB to consider as appropriate.

**CLAUSE 16 PERSONAL DATA**

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

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



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

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

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

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

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

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

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



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

(9) In case the Contractor has found any circumstance affecting the security of personal data processed by the Contractor under this Contract 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 Contractor shall immediately notify TCEB, no later than 12 hours from which such circumstance become known to the Contractor.

(10) Regarding the notification of personal data infringement under this Contract, the Contractor must specify the cause of infringement and the measurement for preventing the recurrence of such issue. Additionally, the Contractor 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 Contractor has the duty to strictly maintain the confidentiality of the personal data known by it.

(12) The Contractor 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 Contractor shall sign the Contract with the subcontractor, by which such Agreement shall contain the personal data protection clauses not less than those applicable to



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

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

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

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

#### **CLAUSE 17 COPYRIGHT**

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

#### **CLAUSE 18. GOVERNING LAW**

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




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

Signed:  TCEB

by (Mr. Chiruit Isarangkun Na Ayuthaya)

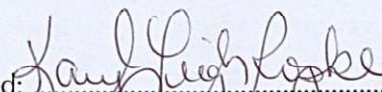
The authorized person

Thailand Convention & Exhibition Bureau  
(Public Organization)

Signed:  Witness

(MR. NAPAT WATTHANASAN)

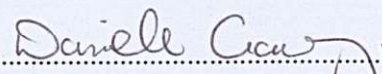
Thailand Convention & Exhibition Bureau  
(Public Organization)

Signed:  The Contractor

by (Ms. Karyl Leigh Ropke)

The authorized person

Development Counsellors International, Ltd.

Signed:  Witness

(Daniella Crawley)

Development Counsellors International, Ltd.

Project number 66099185549



อ.ส.5 ใบสัณห์หลังตราสาร



เลขที่ 00570  
วันที่ 10 ตุลาคม 2566

เลขประจำตัว 0994000112165

ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการค้าระหว่างประเทศและนิทรรศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขรหัสประจำบ้าน  
ห้องเลขที่ -  
หมู่บ้าน -  
เลขที่ 989 หมู่ 2, 81 และ 82  
ตรอก/ซอย -  
ถนน พระราม 1  
เขต/อำเภอ ปทุมวัน  
รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามพวกรรณหาวเวอร์  
ชั้นที่ 25, 26

หมู่ที่ -  
แขวง -  
แขวง/ตำบล ปทุมวัน  
จังหวัด กรุงเทพมหานคร



คู่สัญญา

เลขประจำตัวผู้เสียภาษีอากร

เลขที่สาขา

ชื่อ Development Counsellors International, Ltd.

ได้เสียภาษีอากรแสดงเป็นเงินสำหรับชำระตามบัญชีอัตราภาษีอากรแสดง ปี 4  
ลักษณะตราสาร ดังต่อไปนี้ :

	บาท	สต.
มูลค่าตราสาร	1,811,427	74
ค่าอากรแสดง	1,812	00
เงินเพิ่ม	0	00
รวมเงิน	1,812	00



จำนวนเงินเป็นตัวอักษร (หนึ่งพันแปดร้อยสิบสองบาทถ้วน)

ตามใบเสร็จ เลขที่ 001750

ลงวันที่ 10 ตุลาคม 2566

เลขระบุเอกสาร อ.ส.4 คือ 01003071-25661010-1-02-000073

ลงชื่อ

(นางสาวศุภาพิชญ์ บัวเกต)

ตำแหน่ง

เจ้าพนักงานสรรพากรปฏิบัติงาน

ใบสัณห์หลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแสดงของหน่วยเก็บภาษีอากร  
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว



## Terms of Reference

### For the procurement specific method

1. **Project Name**

โครงการสร้างโอกาสทางการตลาดของประเทศไทยในเวทีสากล (IMEX America 2023)

**Activity Name**

America's Worldwide Exhibition for Inventive Travel, Meetings & Events (IMEX America 2023)

2. **Budget**

Amount of 1,800,000 Baht (No VAT)

Equivalent to USD 48,648 (Estimated exchange rate 1 USD = 37 THB)

3. **Date and Area of Implementation**

17 – 19 October 2023 in Las Vegas, USA

4. **Objectives of the Project**

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

- To gain competitive advantage and Thailand awareness in the market and to negotiate and bid Thailand as destination with key buyers for business in 2024 and beyond
- To re-establish and strengthen customer confidence reinforcing the capability of Thailand and destination's image in handling MICE post pandemic, emphasizing success story and experience as one of the first countries that welcome international MICE groups
- To promote TCEB marketing and promotional campaigns, sustainability initiatives and as well as partnership and collaboration forces which benefit international buyers attending the event

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

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

**4.3. Gain insight on MICE business trends**

- To exchange insight and knowledge from active industry associates and key buyers to assess efficient future business strategy for Thailand
- To observe and evaluate customer behaviors hands-on from in-person meetings
- Obtain knowledge and knowhow of recent topics and trends from educational sessions during the show for strategy planning.



## **5. Scope of Work**

- 5.1. Manage booth construction and booth decoration with contractor to maximize Thailand awareness and to serve the project objectives during the show dates from 17-19 October 2023. (The booth design is subject to the TCEB's approval)
- 5.2. Manage booth setup installation and materials preparation if any prior the show date and booth dismantle after the show as necessary.
- 5.3. Manage pre-schedule appointments and walk-in appointments with potential buyers to get at least 24 appointments at the tradeshow
- 5.4. Attend and represent Thailand and TCEB at tradeshow (at least one representative), and to meet with potential buyers, industry/associations partner etc. and explore business opportunity where possible
- 5.5. Manage the Thailand booth as well as initiate and provide an on-site activity helping to drive traffic into the booth during the show dates.
- 5.6. Provide relevant market information and insights as well as competitors movement, if any from attending the tradeshow to be reported to TCEB.
- 5.7. Prepare one set of summary report in electronic file format to be submitted to TCEB which includes (but not limited to) post event report, business leads report, database of the buyers visiting the Thailand booth, and photos from the tradeshow.
- 5.8. The Contractor must notify about the Employer's privacy policy to the data subject for acknowledgement, and request for the data subject's consent in order to proceed with the data subject's personal data.
- 5.9. The Contractor must establish and maintain the appropriate security measurement for data processing, by mainly taking into consideration the nature, scope and purpose of data processing pursuant to the scope of work. This aims to protect the personal data from risk in connection with the personal data processing.

## **6. Qualifications of the Contractor**

Section 64: Subject to section 51 and section 52, a person who intends to tender a proposal in procurement with a State agency must at least have the qualifications and must not be under prohibitions, as follows:

1. Having legal capacity;
2. Not being a bankrupt;
3. Not being under dissolution of business;
4. Not being a person under suspension from tendering proposals or making contracts with State agencies under section 106 paragraph three;
5. Not being a person whose name is in a circulated list of persons abandoning work of State agencies under section 109;
6. Having other qualifications or being under other prohibitions as prescribed by the Policy Commission as published in the Government Gazette, shall be as determined by the Comptroller General's Department;

## **7. Duration of the Project**

90 days after the date the contract is signed.



#### 8. Delivery of Work

The contractor must deliver the work to TCEB through the acceptance committee within the specified period as follows:

Details of submission	Due Date
<ul style="list-style-type: none"><li>- Post event summary report including market information and insights as well as competitors movement, if any</li><li>- Business leads report</li><li>- Database of buyers/clients visiting the Thailand booth</li><li>- Photos from the tradeshow</li></ul> (Remark: Information is required in electronic version)	90 days after the date the contract is signed

#### 9. Payment Terms

The payment of services of the project shall be paid 100% after the delivery is completed. The payment will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

#### 10. Performance bond

The contractor has to provide a performance bond to the principal in the amount of not less than 5% of the purchase or contract price.

#### 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 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 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 the Employer, then, the Contractor shall strictly keep the personal data confidential, and shall maintain the security measurement for personal data processing as prescribed by the Personal Data Protection Committee and/or in accordance with the international standard for personal data protection. The Contractor shall conduct the processing and keep the record of all personal data processing activities (Record of Processing) performed by the Contractor within the scope of work only and the data as specified below, and shall deliver such record to the Employer upon the termination of Agreement.

**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.



**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, please contact:**

Mr. Napat Watthanasan  
Manager, Meetings and Incentives Department  
Email: [napat\\_w@tceb.or.th](mailto:napat_w@tceb.or.th)  
Tel: +66 2694 6000 ext. 6412





**DEVELOPMENT COUNSELLORS INTERNATIONAL**

NEW YORK | DENVER | LOS ANGELES | TORONTO

215 Park Avenue South | 14th Floor

New York, NY 10003

T 212.725.0707

aboutdci.com

# IMEX America

## October 17-19, 2023

PREPARED FOR:



THAILAND CONVENTION  
& EXHIBITION BUREAU

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### IMEX America

IMEX America is the largest MICE industry tradeshow in North America that takes place in Las Vegas on an annual basis. Over 3,500 exhibitors come from over 155 countries to meet with 4,200+ hosted buyers. Beyond a trade show, IMEX America offers brilliant speakers, fresh ideas and continuous inspiration at 180-plus educational and networking events over four days.

This year, IMEX America will take place in person on **October 17-19, 2023 at Mandalay Bay in Las Vegas, NV.**

The objectives for Thailand of attending IMEX America include:

- Gain destination awareness among professionals in the industry and key MI decision makers as a key MICE destination in Asia with incredible values and unique experiences.
- Strengthen business relationships as well as personal relationships for TCEB US and North America representative with clients and industry partners which would result in future business opportunities.
- Gather hot and highly targeted business leads from the show.
- Understand what our competitors are offering to stay ahead of the game while also gaining new knowledge and industry trends from attending educational sessions.
- Showcase TCEB as Asia's leading CVB for MICE business.

This year, TCEB is looking into booking a 20 x 30 (600 sq. ft.) booth for IMEX America. The estimated costs are as follows:

### Thailand Booth Management

Inclusions:

- Booth Construction
- Hanging Sign & Rigging
- Screen & AV Equipment
- Booth Lighting
- Furniture
- Carpet
- Electrical outlet
- F&B
- Labors & Booth Services
- Booth build-up & Break Down and Transportation

**Total Estimate Cost: USD 48,648**

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



Approved and Accepted By:

*Pamela Laite*

Pamela Laite  
Account Director  
Development Counsellors International

September 12<sup>th</sup> 2023

Date



## QUOTATION

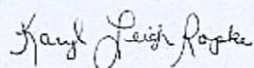
**Date:** 12 September 2023

**From:** Development Counsellors International Ltd. (DCI)  
215 Park Avenue South, 14<sup>th</sup> Floor  
New York, NY 10003, United States

**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:** IMEX America 2023

No.	Description	Total (USD)
1	IMEX America 2023 Booth Management	48,648.-
<b>GRAND TOTAL (USD)</b> No, Vat		<b>48,648.-</b>



Karyl Leigh Ropke  
Development Counsellors International Ltd. (DCI)

Legal





NICHOLAS CHAMOUSIS

ATTORNEY AT LAW

260 Madison Avenue, 15<sup>th</sup> Floor

New York, NY 10016

Tel 212.758.7377

Fax 212.448.0066


E-Mail [nicholas.chamousis@gmail.com](mailto:nicholas.chamousis@gmail.com)

CERTIFICATION OF NICHOLAS CHAMOUSIS, ESQ.

I am an attorney in good standing and have been licensed to practice in New York State since 1977. I have served as legal counsel to Development Counsellors International, Ltd. (the "Corporation") regularly and continuously since 1999. I certify as follows:

1. Attached is a certified copy of the Restated Certificate of Incorporation of the Corporation dated January 13, 2017, from the Department of State, New York State.
2. Attached is a certified copy of the Certificate of Status of the Corporation dated April 12, 2023, from the Department of State, New York State.
3. The purpose of the Corporation is "to engage in any lawful activity for which corporations may be organized under the Business Corporation Law" [of the State of New York], as set forth in Article SECOND of the Restated Certificate of Incorporation (item 1, above).
4. Article THIRD of the Restated Certificate of Incorporation requires that the principal office of the Corporation be located in the City, County and State of New York. The principal office of the Corporation is located at 215 Park Avenue South, 14<sup>th</sup> Floor, New York, NY.
5. Karyl Leigh (Barnes) Ropke, Secretary-Treasurer, and President/Tourism Practice, of the Corporation, has been authorized and certified to execute and deliver all service and other agreements with all of the Corporation's clients, including the Thailand Convention & Exhibition Bureau, on behalf of the Corporation.

Dated: September 15, 2023



Nicholas Chamousis

Attachments

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Attached, Restated Certificate  
of Incorporation dated  
January 13, 2017  
**STATE OF NEW YORK**  
**DEPARTMENT OF STATE**

I hereby certify that the annexed copy for DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD., File Number 170124000071 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the  
Department of State, at the City of Albany,  
on September 14, 2023.

*Brendan C. Hughes*

Brendan C. Hughes  
Executive Deputy Secretary of State

Authentication Number. 100002654775 To Verify the authenticity of this document you may access the  
Division of Corporation's Document Authentication Website at <http://cc01.p.dos.ny.gov>

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RESTATED CERTIFICATE OF INCORPORATION

STATE OF NEW YORK  
DEPARTMENT OF STATE

OF

FILED JAN 24 2017

TAXS

BY:

DEVELOPMENT COUNSELOORS INTERNATIONAL, LTD.

072

Under Section 807 of the Business Corporation Law.

new  
york

Filed by: NICHOLAS CHAMOUSIS, ESQ.  
(Name)  
260 MADISON AVENUE, 21<sup>ST</sup> FLOOR  
(Mailing address)  
NEW YORK, NY 10017  
(City, State and Zip code)  
cust ref: 472013MLG

RECEIVED  
2017 JAN 23 PM 4:00

FILED  
2017 JAN 24 AM 9:12

Legal

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Drawdown

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RESTATED CERTIFICATE OF INCORPORATION

OF

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

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

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

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

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

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

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

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

FIFTH: The Secretary of State is designated as the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation him is:

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

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

- |            |  |
|------------|--|
| assets     | <ul style="list-style-type: none"><li>(i) adoption of any plan or agreement for the merger or consolidation of the Corporation into or with one or more other corporations;</li><li>(ii) approval of any sale, lease, exchange, mortgage, pledge, creation of a security interest in or other disposition of all or substantially all of the of the Corporation;</li><li>(iii) liquidation, dissolution or winding up of the business or affairs of the Corporation;</li><li>(iv) adoption, amendment or repeal of any by-law regulating the respective powers of the shareholders and the directors, the number of directors, the election, tenure and removal of directors and officers, the titles, authorities and duties of the officers or the procedure for amending the by-laws;</li></ul>   |
| Directors; | <ul style="list-style-type: none"><li>(v) change in the number of directors constituting the entire Board of</li><li>(vi) removal for cause or (to the extent permitted by statute and the by-laws) without cause, of any director or officer, or change in the base salary compensation of any Shareholder;</li><li>(vii) an increase or decrease in the number of authorized Shares, the issuance of any additional Shares or the creation or authorization of any obligation or security convertible into Shares;</li><li>(viii) creation, authorization of shares of or the issuance of shares of any class or series of stock having any rights, preferences, powers or priority over the Shares;</li><li>(ix) incurring of any indebtedness except for trade accounts of the Corporation arising in the ordinary course of business;</li><li>(x) an increase in the principal amount (currently \$500,000.00) of the Corporation's available line of credit with Citibank, N.A.;</li></ul> |

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

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

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

By: 

Name: Andrew T. Levine

Title: President

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STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name: DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.  
DOS ID Number: 208049  
Entity Type: DOMESTIC BUSINESS CORPORATION  
Entity Status: EXISTING  
Date of Initial Filing with DOS: 03/17/1967  
  
Statement Status: CURRENT  
Statement Due Date: 03/31/2025

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department of State,  
at the City of Albany, on April 12, 2023 at 04:24 P.M.

ROBERT J. RODRIGUEZ, Secretary of State

*Brandon C. Hughes*

By Brendan C. Hughes  
Executive Deputy Secretary of State

Authentication Number: 100003303450 To Verify the authenticity of this document you may access the  
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

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