

## North America Representative Employment Agreement

Agreement no. 66-106

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 **December 1<sup>st</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

**Development Counsellors International, Ltd. ("DCI")**, company registration number is FEIN 13-1945303, which has registered as a juristic person at United States, having its place of business 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 Representative"** on the other part

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

### Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission to perform the service for the activity of North America Representative Employment, which be according to the Terms and Conditions of this Agreement including Appendix 1 Terms of Reference ("TOR"), Appendix 2 Development Counsellors International, Ltd.'s proposal, Appendix 3 Services by Development Counsellors International, Ltd., Appendix 4 Reimbursement of Expenses and Appendix 5 Representative KPIs FY2024, (hereinafter referred as **"the Work"**).

The Representative is obligated to perform the Work as required by TCEB for a period of 12 (twelve) months, commencing on October 1<sup>st</sup>, 2023 until September 30<sup>th</sup>, 2024.

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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## Clause 2. DOCUMENTS THAT ARE PART OF THE AGREEMENT

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

- 2.1 Appendix 1 Terms of Reference (TOR), all 5 (five) pages.
- 2.2 Appendix 2 Development Counsellors International, Ltd.'s proposal, all 31 (thirty-one) pages.
- 2.3 Appendix 3 Services by Development Counsellors International, Ltd., all 3 (three) pages.
- 2.4 Appendix 4 Reimbursement of Expenses, all 1 (one) page.
- 2.5 Appendix 5 Representative KPIs FY2024, all 1 (one) page.
- 2.6 Appendix 6 Development Counsellors International, Ltd.'s Quotation, all 1 (one) page.
- 2.7 Appendix 7 Development Counsellors International, Ltd.'s corporate documents and passport, all 8 (eight) pages.

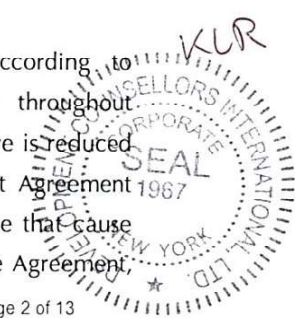
In the event that any text in the Appendix is in conflict with the text of this Agreement, the text of this Agreement shall apply, and in the event that the text of Appendixes conflict with each other, the Representative shall comply with the decision of TCEB. The decision of TCEB is deemed to be final 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 4,715 (four thousand, seven hundred and fifteen US dollars only), as a performance security under this Agreement.

The performance security that the Representative shall provide according to the preceding paragraph, must cover all liability of the Representative throughout the Agreement period. If the performance security provided by the Representative is reduced or deteriorated or does not cover the liability of the Representative throughout Agreement period, for any reason, including the delay in work delivery of the Representative that cause change of the completion period or the due date of liability for defects under the Agreement,



no matter what time it occurs, the Representative shall provide TCEB with new or additional performance security to the full amount under the first paragraph within 7 (seven) days from the day after the receipt of a written notice from TCEB.

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

#### 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 90,000 (ninety thousand 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 7,500 (seven thousand, five hundred US dollars only) (Thailand's VAT included) for a period of 12 months in accordance with the term of payment which set forth in Appendix 1 Terms of reference (TOR).

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

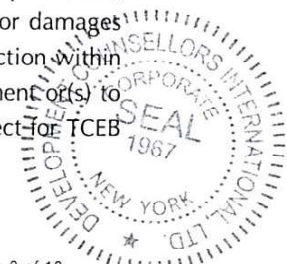
In the case that TCEB assigns the Representative to perform the Service apart from mentioned under Clause 1, TCEB agrees to pay an additional remuneration or expense to the Representative according to the rate of remuneration for the performance of service as a mutually agreed proposals.

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

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

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

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If there is any damage caused by the Work under this Agreement, whether due to operations that do not comply with the academic or professional principles and/or the relevant legal provisions, the Representative shall correct such damage within the period of time prescribed by TCEB. If the Representative fails to correct such damage, the Representative shall be responsible to pay for damages incurred to TCEB, including the damage that has occurred directly and the damage in connection with the damage caused by the Work under this Agreement.

Endorsement or approval or consent to any work or work of the Representative or payment of wages by TCEB does not release the Representative from any obligations and responsibilities under this Agreement.

5.3 All the Work and documents that the Representative has prepared regarding this Agreement shall be deemed as confidential and shall be the property of TCEB. The Representative must deliver all the Work and documents to TCEB at the end of this Agreement. The Representative may keep a copy of the document, but shall not use the text in the documents for use in other activities that are not related to the Work without prior written consent from TCEB.

5.4 TCEB is the sole owner of copyright or intellectual property rights, including any rights in the Work that the Representative has performed in accordance with this Agreement only, and the Representative shall not use or disseminate, whether in whole or in part, work and/or details of the Work under this Agreement in other businesses other than those specified in the Agreement, unless obtaining prior written permission from TCEB.

5.5 The Representative shall be responsible for violating the provisions of law or infringement of copyright or other intellectual property rights, including any rights to third party due to the performance of this Agreement.

5.6 If the damage or loss of the property that TCEB is responsible for occurs because the Representative or its personnel also has a fault, the parties shall be jointly liable. The liability of each party depends on how each party has contributed to the offense.

#### Clause 6. FINE

If the Representative is unable to complete the Work within the time specified in the Agreement and TCEB has not terminated the Agreement, the Representative shall pay the fine to TCEB on a daily basis, at the rate of 0.1 % of the value of the undelivered work, but not less than 100 baht per day, from the day after the completion date under the Agreement or the end of working period extended by TCEB until the actual completion of work. In addition, the Representative allows TCEB to claim for damages caused by the delay in working of the Representative, only for the excess of the said fine.

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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.

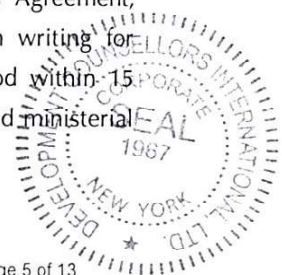
In the event that the Service fee to be paid to the Representative and performance security are not sufficient to cover the fine, damages, or expenses, the Representative agrees to pay the shortfall of the full amount of the fine, damages or expenses within 30 (thirty) days from the day after the receipt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

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

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

#### Clause 9. ACCEPTANCE OF THE WORK

At the time the Representative prepares or is working on the Work under this Agreement, the Inspection Committee or the representative of TCEB has the right to enter the Work examination at any time. The Representative and staff and personnel of the Representative shall provide cooperation, convenience and reasonable assistance.

The fact that there is the Inspection Committee or the representative of TCEB does not release the Representative free from any liability under any provision of this Agreement.

TCEB or the Inspection Committee, or the representative of TCEB has the right to inspect and control the Work to be in accordance to the Agreement and the Appendix attached to this Agreement with the right to order any work relating to this work and the Representative shall comply with that order in all respects

The Work under this Agreement, including any orders made by TCEB or the Inspection Committee or TCEB's representative relating to the Work under this Agreement, shall not cause the relationship between TCEB and the Representative, or between TCEB and staff or personnel of the Representative, to become an employee of the government or a relationship as an employee of an employer under labor law or state enterprise labor law or labor protection law in any way.

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

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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 extention of the Agreement period.

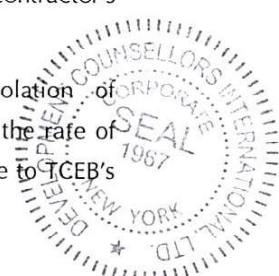
The Representative agrees that TCEB has the rights to change, add or reduce work specified in this Agreement without termination of this Agreement. However, if the change, addition or reduction, including addition or reduction of the Service fee under this Agreement, both parties shall agree in details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

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#### 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:

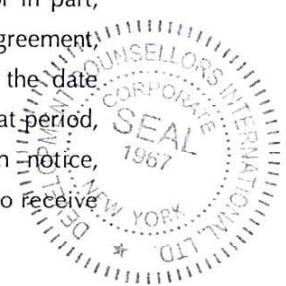
If the Representative does not work within the prescribed period or is unable to complete the Work on schedule or causes TCEB to believe that the Representative is unable to complete the Work on time or completion period already passed or become a person who has been insolvent or becomes bankrupt or 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

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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 Terms 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.

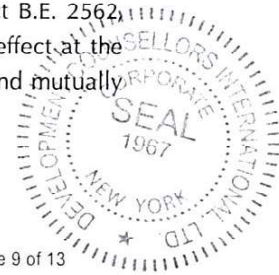
#### Clause 15. Copyright

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:

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

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 as specified in clause 16 (1) for acknowledgement. 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.

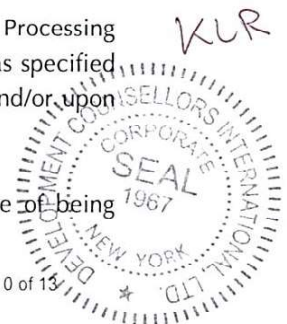
(3) The Representative shall limit the access to the personal data under this Agreement solely to the officer and/or employee, agent or any person assigned and having the duty or necessity to access the personal data under this Agreement only.

(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);

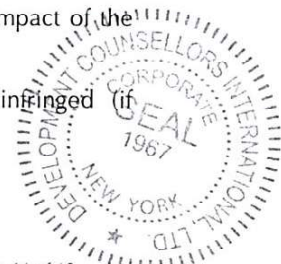




- (c) Name and contact details of subcontractor's personal data protection officer (if any, in case of being permitted by TCEB in writing);
  - (d) Transfer of data abroad or to the international organization, and the documents specifying the appropriate protection measurement;
  - (e) General explanation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

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(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 Isarangun Na Ayuthaya)


The authorized person

Thailand Convention & Exhibition Bureau  
(Public Organization)


Signed:  Representative  
(by Ms. Karyl Leigh Ropke)

The authorized person

Development Counsellors International, Ltd.

Signed:  Witness  
(Ms. Noach Homrussukhon)

Thailand Convention & Exhibition Bureau  
(Public Organization)

Signed:  Witness  
(Rebecca Austin)

Development Counsellors International, Ltd.

Project number 66099476122





อ.ส.5 ใบสัณห์หลังตราสาร



เลขที่ 03687  
วันที่ 13 ธันวาคม 2566

เลขประจำตัว 0994000112165

ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการจับประมงและนันทนาการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขรหัสประจำบ้าน

ห้องเลขที่ -

หมู่บ้าน -

เลขที่ 989 หมู่ 2, 81 และ 82

ตำบล/ซอย -

ถนน พระราม 1

เขต/อำเภอ ปทุมวัน

รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามพริวรรณ์หาวเวอร์

ชั้นที่ 25, 26

หมู่ที่ -

แยก -

แขวง/ตำบล ปทุมวัน

จังหวัด กรุงเทพมหานคร

ชื่อสัญญา

เลขประจำตัวผู้เสียภาษีอากร

ชื่อ Development Counsellors International, Ltd. ("DCI"),

เลขที่สาขา

ไว้เสียภาษีแถมเป็นเงินสำหรับตราสารตามบัญชีอัตราภาษีแถมปี ปี 4  
ลักษณะตราสาร อ้างท้ายของ ดังนี้ :



|              | บาท       | สต. |
|--------------|-----------|-----|
| มูลค่าตราสาร | 2,977,401 | 89  |
| ค่าภาษีแถมปี | 2,978     | 00  |
| เงินเพิ่ม    | 0         | 00  |
| รวมเงิน      | 2,978     | 00  |

จำนวนเงินเป็นตัวอักษร (สองพันเก้าร้อยเจ็ดสิบแปดบาทถ้วน)

ตามใบเสร็จ เลขที่ 006624

ลงวันที่ 13 ธันวาคม 2566

เลขระบุเอกสาร อ.ส.4 คือ 01003071-25661213-1-01-000014

ลงชื่อ

นางจินดา สุพรรณพงศ์,

ตำแหน่ง

นักวิชาการสรรพากรปฏิบัติการ

ใบสัณห์หลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่ภาษีแถมปีของหน่วยเก็บภาษีอากร  
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว



**Terms of Reference  
For The Specific Procurement Method**

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**1. Name of the Project**

1.1 Project: Conventions' Overseas Marketing Representatives Employment

1.2 Activity: North America Representative

**2. Budget**

Amount of USD 90,000 (Thailand's VAT included) equivalent to THB 3,285,000  
(estimated exchange rate: USD 1 = THB 36.50)

**3. Background of the Project**

North America is one of the most prominent markets in the convention industry considering the fact that over 2,000 international associations are based in this particular continent.

Given high potential market, promising leads, and a chance to reach out to top decision makers from this part of the world, TCEB sees the importance of having a representative in North America in order to promote Thailand as a preferred convention destination and secure some important businesses into the country.

Different time zone is also the main issue of communication. Having a representative in a dedicated continent can help keeping up with a satisfied service level in a timely manner.

**4. Objectives of the Project**

The contractor will promote, develop and establish Thailand as Asia's premier business events for Convention destination in North American market and create awareness of Thailand and Thailand Convention and Exhibition Bureau (TCEB) through communication, networking and promotion with associations, media, intermediaries as well as MICE suppliers.

**5. Scope of Work**

5.1 Assist and support TCEB to plan and enhance the marketing strategies and implement activity programs by arranging and participating in destination promotion such as trade shows, road shows, familiarization trips, sales mission/networking events, annual meetings and other activities determined by TCEB within the time period specified.

5.2 Establish a close working relationship with associations, association management companies (AMC), professional conference organizers (PCO) and/or meeting planners to increase destination's brand awareness and encourage them to choose Thailand as the destination.

5.3 Maintain and strengthen the current database and build up the new potential leads and update the progress to TCEB.

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

5.5 Coordinate and supply information to association clients and all related parties. Also act as TCEB's one-stop information center for MICE industry in North America.

5.6 Submit monthly, quarterly, and annual report to TCEB as agreed in order to update TCEB about sales & marketing activities and market intelligence & analysis.

5.7 To strengthen and expand Thailand's MICE industry in North America, the contractor shall support TCEB in organizing the special marketing activities as which fall outside of the scope of works and upon TCEB's requests. The roles and responsibilities shall be discussed and agreed with team on case by case. The cost of these activity conducts will be an additional charge which the contractor needs to receive an approval from TCEB prior organizing the missions.

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

5.9 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**

From October 1, 2023 to September 30, 2024



## **8. Delivery of work**

The contractor must deliver the work to TCEB and the work must be approved by the Inspection Committee within the specified period as follows:

8.1 To appraise the monthly performance of the contractor for retainer payment approval, the contractor is required to submit reports which indicate the details of the executed activities as described in scope of work, competitive analysis, MICE industry trend, market intelligence and information update that are beneficial to TCEB.

Formal performance reviews shall be held yearly by TCEB as per agreed Key Performance Indicators (KPIs).

8.2 The contractor must abide by the report content template which is advised by TCEB. The report must be submitted as per following timelines;

- 8.2.1 Monthly Report – every 25<sup>th</sup> of each month
- 8.2.2 Quarterly Report – at the end of each quarter
- 8.2.3 Annual Report – at the end of September

## **9. Payment terms**

TCEB shall pay the contractor for the provision of the services a total of USD 90,000 (Thailand's VAT included) during the 12 months period from October 1, 2023 to September 30, 2024, the payment of USD 7,500 (Thailand's VAT included) will be made every month after the monthly report is submitted and approved by the inspection committee.

## **10. Performance security**

The contractor has to provide a performance security in the amount of 5% of the purchase or contract price to TCEB. The security will be returned to the contractor once the contract is officially completed, whereas the security will be confiscated when the contractor reneges on the contract without proper acknowledgement to TCEB.

## **11. Stamp duty**

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

## **12. Penalty fee**

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



### **13. Cancellation**

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

### **14. Ownership of data and documents**

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

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

14.3 Contractor must take such steps as are necessary to ensure that such information is not disclosed (whether intentionally or unintentionally) without TCEB prior approval in writing to any person other than TCEB unless disclosure is required by law and do not use any such information for any purpose other than for the purpose of performing the services.

14.4 Upon the termination of agreement for any cause, contractor must promptly return the confidential information to TCEB or otherwise dispose of as TCEB may instruct, all confidential information which is the property of TCEB which contractor may have in its possession or in its control.

### **15. Disclaimer**

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

### **16. Personal Data Processing**

In case the Contractor is the personal data processor for or on behalf of the Employer, then, the Contractor shall strictly keep the personal data confidential, and shall maintain the security measurement for personal data processing as prescribed by the Personal Data Protection Committee and/or in accordance with the international standard for personal data protection.

The Contractor shall conduct the processing and keep the record of all personal data processing activities (Record of Processing) performed by the Contractor within the scope of



work only and the data as specified below, and shall deliver such record to the Employer upon the termination of Agreement.

#### **17. Sub-contracting**

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

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

#### **Remarks :**

1. The decision of TCEB is deemed to be final. The proposers who have not been selected shall accept and shall not dispute the decision of TCEB in any case at all.
2. TCEB reserves the right not to choose the lowest proposer, but it will consider from the criteria used in the overall selection process.
3. The selected proposer must work along with TCEB. Any decision-making must be obtained the prior consent from TCEB.
4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decision.
5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected proposer.
6. The contract or the written agreement for this procurement will be signed only once the Annual Expenditure Act of the Fiscal Year of B.E. 2567 (2024) is in effect and the budget allocation from the Budget Bureau is completed. In case there is no such budget allocation to TCEB for the procurement, TCEB is able to cancel the procurement.

#### **For more information, please contact :**

Miss Suparat Veeravattana  
Manager, Conventions Department  
Email: Suparat\_v@tceb.or.th  
Telephone 02 694 6000 ext. 6171



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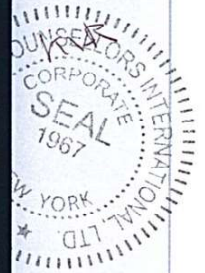


Appendix 2

# Driving Association Business to Thailand

22 September 2023

A Strategic Sales & Marketing  
Plan for **TCEB**



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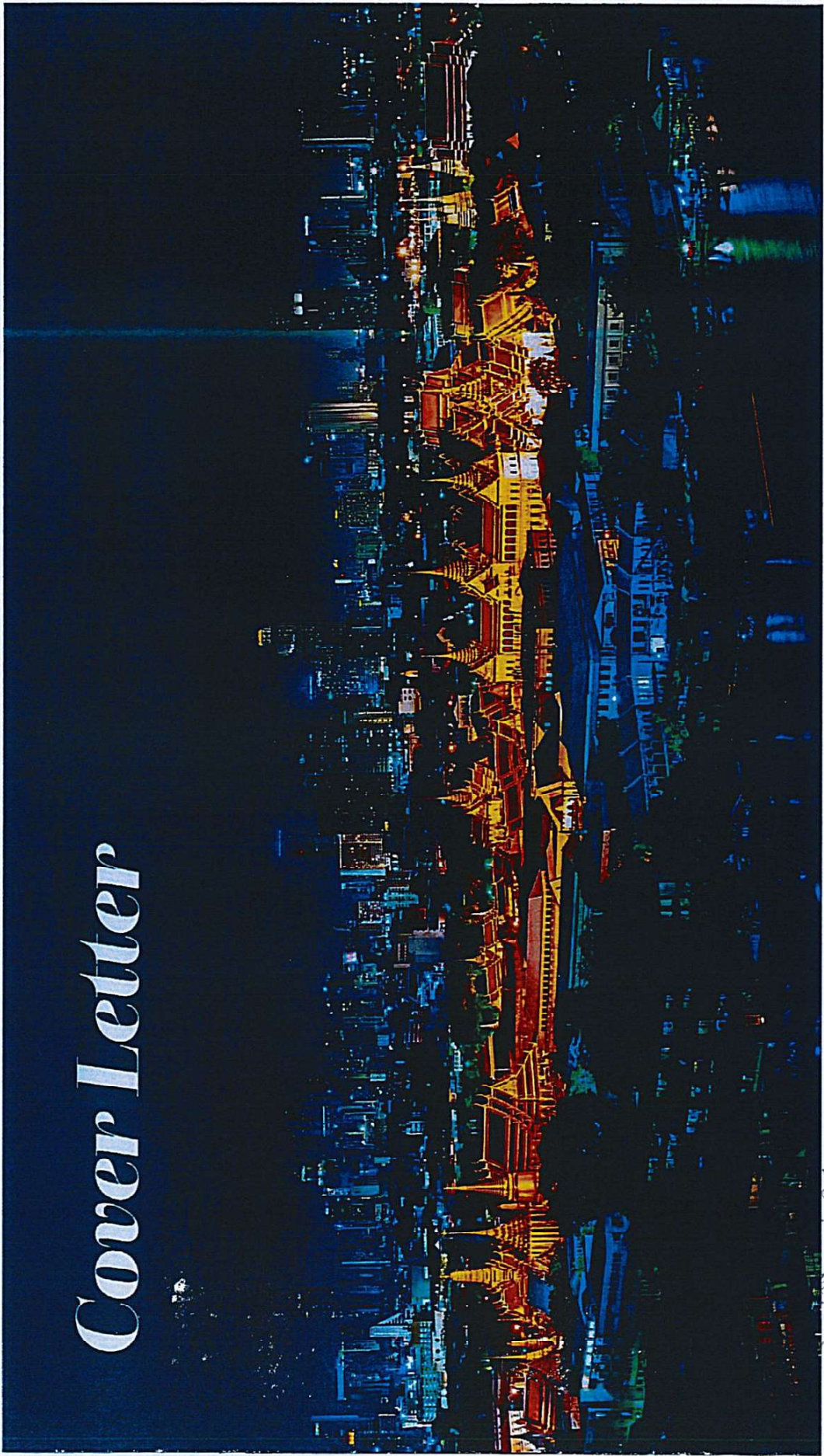
# Table of Contents

|    |              |    |                   |    |           |    |              |    |               |
|----|--------------|----|-------------------|----|-----------|----|--------------|----|---------------|
| 03 | Cover Letter | 06 | Executive Summary | 08 | Situation | 15 | Our Approach | 18 | Scope of Work |
| 21 | Schedule     | 23 | Account Team      | 25 | Budget    | 29 | Next Steps   |    |               |





# Cover Letter



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**Sawadee!**



**TCEB C  
Team**

Thank you for the invitation to submit a renewal proposal for FY2024. We are confident that our first-hand knowledge of Thailand and business events marketing experience will convert more association business for the Thailand Convention & Exhibition Bureau Conventionsteam.





Dear Khun Nooch,

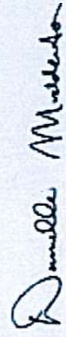
Development Counsellors International (DCI) is delighted to submit a renewal proposal to the Conventions department at the Thailand Convention & Exhibition Bureau for business events market representation in North America for FY2024.

On the pages that follow, we have outlined our best thinking for the TCEB C team based on our expertise, recent discussions with your team and stakeholders, industry research and careful consideration of international association meetings trends.

We are confident that our approach will effectively position Thailand at the forefront of planners and decision makers' minds to ultimately increase market share of business events in North America.

Thank you for this opportunity to share our strategy for Thailand. We look forward to your feedback.

Sincerely,



Daniella Middleton  
Senior Vice President



Pamela Laité  
Account Director

Development Counsellors International  
212-725-0707; [Daniella.Middleton@aboutdci.com](mailto:Daniella.Middleton@aboutdci.com)  
[www.aboutdci.com](http://www.aboutdci.com)



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# Executive Summary



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# A Success Plan For Thailand

Our team understands what Thailand needs in order to convert more association leads because we've been your partner in the market since 2014. We are intimately familiar with Thailand's strengths and are aware the challenges faced in the North America market. We've continually refined our sales approach to garner more RFPs and, ultimately, more business for TCEB's partners.

DCI's strategy and tactical plan will support the TCEB C team's vision to position Thailand as a preferred conventions destination in Asia with the goals of increasing Thailand's international ranking and driving more conventions to Thailand.

To ensure successful results from the North American market, we will focus on the following strategies:

**1. Continue to Increase Exposure and Awareness of Thailand:** With all of the positive momentum in the market post-pandemic, DCI will continue to educate and excite planners about Thailand as an association destination and of TCEB's services through our sales and marketing efforts. Additionally, DCI will continue to enhance relationships with industry associations such as PCMA, ASAE and ICCA.

**2. Increase RFP Opportunities:** DCI will increase the number of convention RFP opportunities for Thailand by leveraging previous and future marketing activities to connect with and counsel North American based planners on the benefits of selecting Thailand as their meeting's destination of choice. We will then work with TCEB to attain incremental RFP's and through collaboration with partners, confirm these programs.



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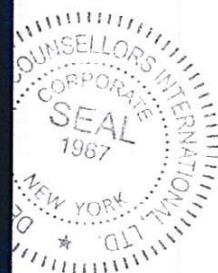
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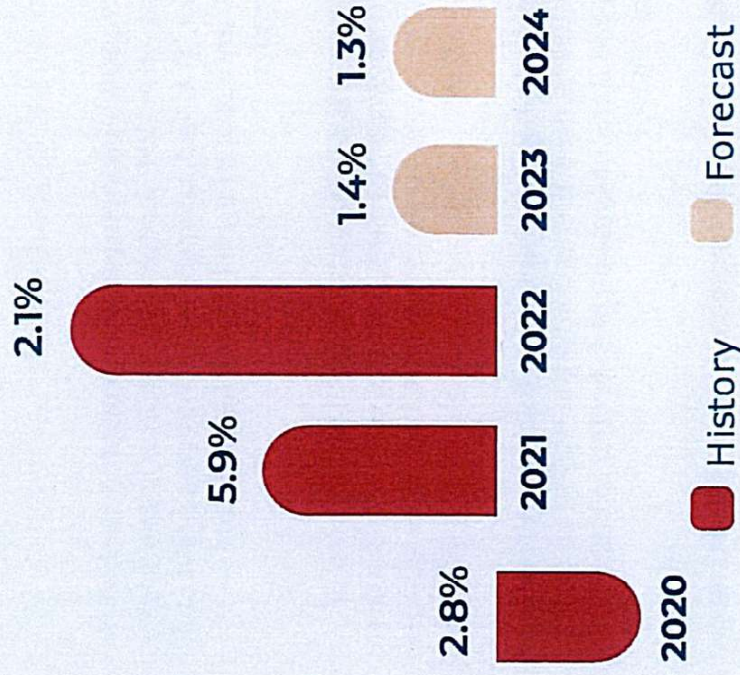
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# Economic Outlook - USA

## USA GDP Growth 2020-2024



The pace of GDP growth is anticipated to slow over 2023 and 2024, although previous concerns over a possible recession now seem unlikely.

Inflation is projected to fall, with CPI forecast to fall to 3.3% in 2024.

While inflation and supply chain disruptions ease, interest rate hikes by the Federal Reserve will likely see investment levels fall as the economy stabilizes.

Despite indicators of weakening demand and investment, the labor market remains strong, with unemployment projected to remain at 4% for 2024.

Households spending is projected to continue to grow, particularly pent-up demand for travel.



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# Economic Outlook - Canada

Canada GDP Growth 2022-2024



The Canadian economy is also projected to slow in growth, with GDP forecast at 1.3% in 2023 and 1.0% in 2024. This said, the recession that was previously widely anticipated is no longer expected to materialize.

Strong employment growth over the first half of 2023 is projected to slow, and the unemployment rate is projected to rise slightly from 5.3% in 2023 to 5.6% in 2024.

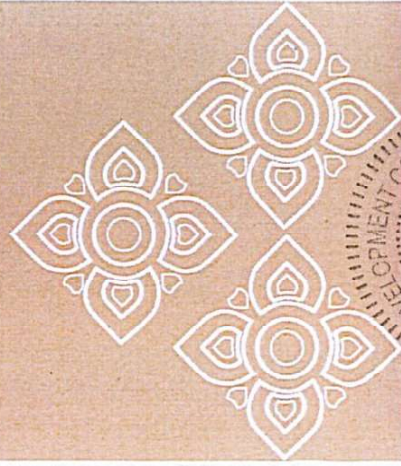
Interest rate hikes will continue to slow inflation, projected to drop below 3% by the end of 2023, when the Bank of Canada is expected to ease its interest rates.

Spending on travel is expected to continue to grow.





# Insights



## The New Normal:

In a year of recovery, 2023 pushed the meetings industry into a 'new normal' when it came to doing business. The challenges faced during the pandemic left planners short-staffed and diminished their business network with supplier partners. Coupled with significant budget pressures from unprecedented sky-high increases in airfare and hotel rates, planners have been faced with less time and money for programs. As a result, many planners were cutting right to the chase and asking about what support would be available even before they submitted RFPs. DCI has been managing this delicate balance of assisting planners with the information they require and respecting TCEB's support services process as the new normal ensued.

## Catch Me If You Can:

North America continues to embrace remote work and as a result, working from home prevails for much of the work week. Train schedules into major urban centers have not returned to pre-pandemic levels and restaurant revenues in downtowns are lower Monday through Friday as business clients have also not returned to 2019 levels. This has made it very challenging to successfully plan and conduct traditional in-person sales calls with planners. The pivot to virtual calls has also subsided with incentives to participate becoming the norm. To connect with planners face to face, DCI recommends participating in industry tradeshow ideally with dedicated appointments (like SMU) for maximum return on investment.

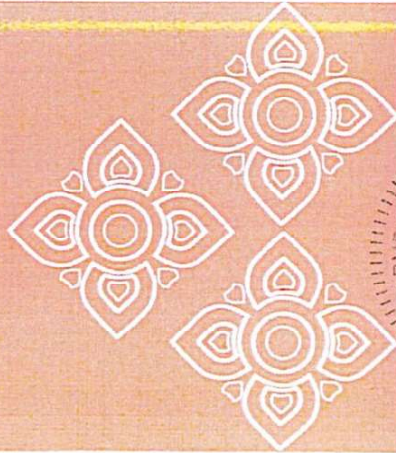
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# Insights



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## Business Events Industry's Economic Impact:

A study by the Events Industry Council and Oxford Economics reveals the economic significance and resilience of the business events industry. The industry is projected to rebound and return to pre-pandemic levels by 2025. The study highlights the industry's substantial economic impact, with impressive figures for business sales and global GDP contribution. It underscores the catalytic effects of face-to-face interaction, such as knowledge sharing, innovation, and employee engagement, providing valuable insights for decision-making and strengthening global connections.

## Emphasis on Experiences:






The June 2023 Meeting Planner Survey Inspired Report by IACC and Development Counsellors International provides valuable insights from meeting and association planners worldwide. Key findings highlight the importance of creating meaningful experiences in meetings, as remote workers seek human connection and authentic local experiences. Technology will continue to rapidly evolve, with a focus on enhancing hybrid capabilities, enabling live interaction, and upgrading audiovisual offerings. Additionally, the pandemic's impact has led to a greater emphasis on larger spaces and access to outdoor areas to accommodate physical distancing and provide a sense of openness for additional wellness.

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# Results

Despite the challenges 2023 presented (including significant economic uncertainty and event budget anxieties) DCI kept all the unique features and benefits about Thailand front and centre when it came to interactions with decision makers and meeting planners. This has resulted in the following success stories for the **DCI** and **TCEB** partnership.

-  • **Global Agenda Conference Big Win:** The 2026 Annual Meeting of the World Bank/International Monetary Fund with an estimated 12,000 attendees was confirmed with a projected \$40mm economic impact.
-  • **19** RFPs /New Bids sent to TCEB for a total of 17,300 estimated delegates.
-  • **112** Sales Calls with association planners and decision makers.
-  • **93** new contacts added to the database.
-  • **3** dedicated newsletters sent to an average of **2,150** planners reached and an **open rate of 36%** and **3.5% click rate**.

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# Market Outlook for Associations



## Association Segment Booking Trend:

- Average lead time is now approx. 3+ years
- Local experts/members are most often a mandatory requirement
- Destination rotation is out of order and some rotation patterns have been abandoned



## Key Changes to RFPs/Bidding Guidelines:

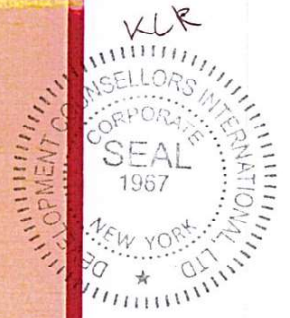
- Hybrid meeting requirements remain to accommodate virtual attendees
- RFP's are presenting low end of the scale attendee numbers because of attrition concerns



## Key Criteria In Selecting a Destination:

- Support Campaigns
- Buzz-worthy destinations
- Integration of technology to support hybrid and online events

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# Our Approach



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# Deep Sector Knowledge Is Our Secret Power

Our Business Events team's expertise is honed via industry insights provided by our firm's Economic Development practice.

We infuse this knowledge of technology, medical sciences, and the digital world into our discussions with meeting planners, helping us demonstrate our expertise and build trust.



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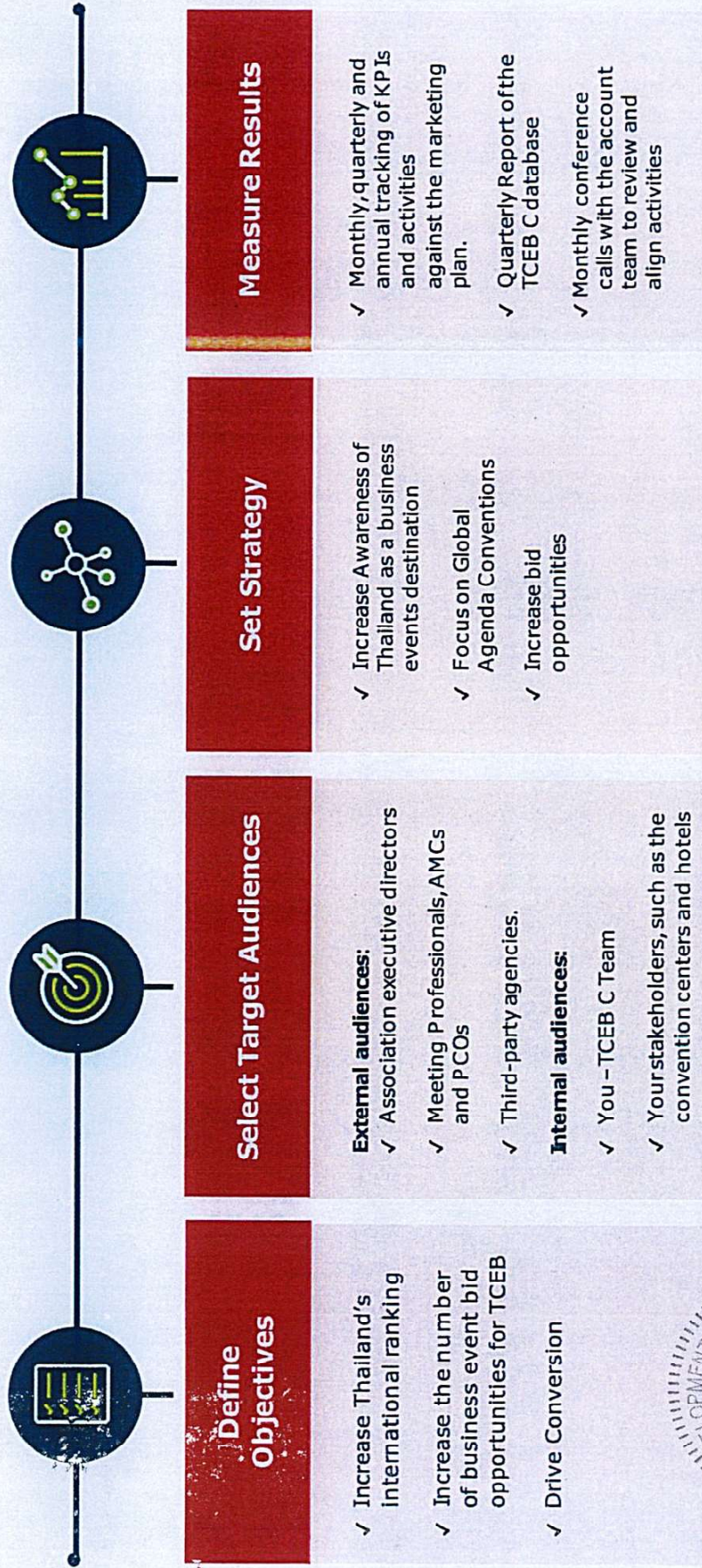


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# Our Path To Success

In crafting a results-oriented business events program for TCEB C Team, DCI is driven by the following objectives:



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DEVELOPMENT OF  
CONSULTANTS INTERNATIONAL  
CORPORATE  
SEAL  
1967  
NEW YORK  
LTD.



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# Scope of Work



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# Core Program Summary

| No. | Research Tactic   | Hours    | Description  |
|-----|---|----------|--|
| 1   | Kick-Off Meeting  | Included | The C team account team will hold a conference call with the TCEB HQ C team in October to discuss priorities and strategies for the following 12 months.   |
| 2   | Immersion Trip  | Included | The C team account director will travel to Thailand for an Immersion. DCI will absorb the professional fees (time costs) for this trip in this FY.   |
| 3   | Daily Sales Calls, "Most Wanted" List, Cvent and ICCA hot leads | 274      | <p>Thee TCEB account team will lead sales outreach to our database of qualified international association planners on behalf of TCEB.</p> <p>DCI will create a new 2023-2024 "most wanted" list. We will monitor, secure and qualify leads generated from Cvent and review and qualify ICCA leads monthly.</p> |
| 4   | Marketing Activities  | 90       | The account team will participate in various marketing activities to promote Thailand as a convention destination..  |
| 5   | Digital Newsletters   | 16       | Design and manage 4 email campaigns to qualified international meeting planners from DCI's database.   |
| 6   | Market Intelligence Reports                                     | 10       | Submit four Market Intelligence reports on a quarterly basis. The reports to include information on market situation, association trends industry survey results etc.  |
| 7   | Reporting & Measurement   | 66       | DCI will provide 12monthly reports, four quarterly reports, and one annual report. These reports will feature quarterly updates on TCEB's database. We will also conduct monthly conference calls with the TCEB team.  |



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## KPIs for 2023-2024

| No. | KPI   |
|-----|---|
| 1   | Secure 12 Bids/RFPs   |
| 2   | Generate 120 Sales Calls for the year (approximately 10 sales calls per month) and provide full profiles on qualified leads   |
| 3   | Establish TCEB's database of 60 new contacts and maintain 100% accuracy of the association market database. Report database information to TCEB's head office on a quarterly basis. |
| 4   | Disseminate four (4) digital newsletters.   |
| 5   | Submit a monthly report to TCEB's head office by the 25th of each month, in accordance with TCEB's requirements.  |
| 6   | Submit a quarterly report to TCEB's head office at the end of every quarter (quarters end in December, March, June and September), in accordance with TCEB's requirements.          |
| 7   | Submit an annual report to TCEB's head office at the end of the fiscal year by Sept. 30, in accordance with TCEB's requirements.  |







Schedule

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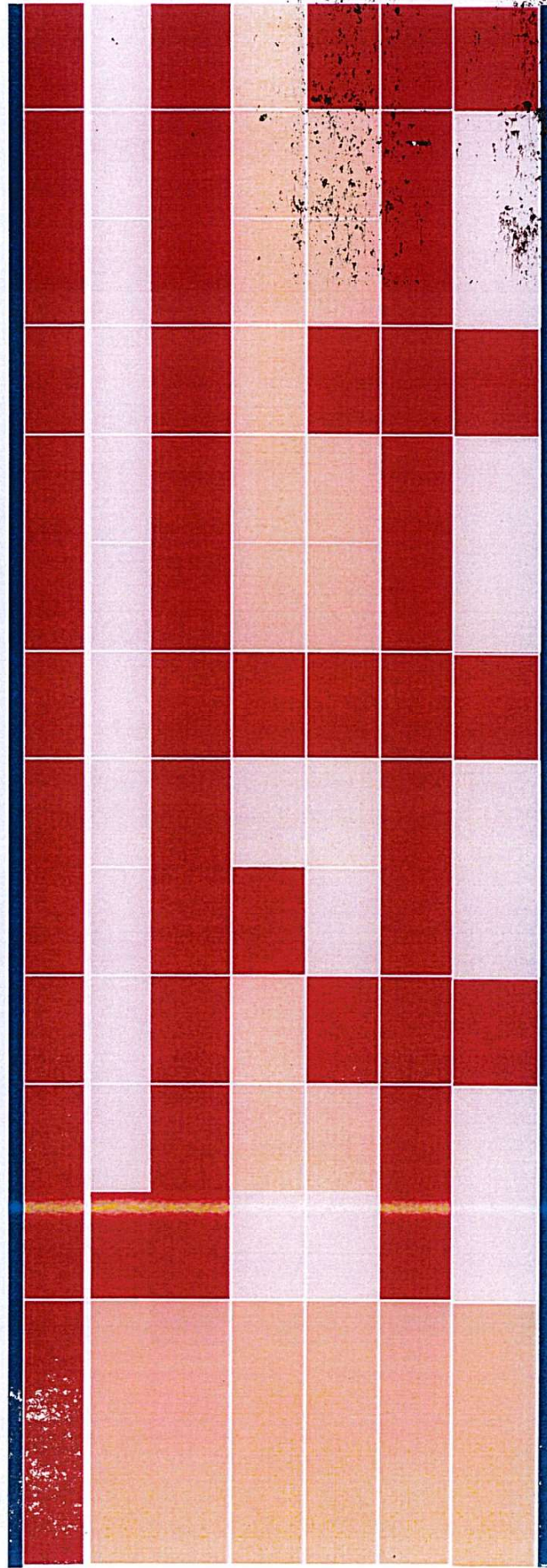


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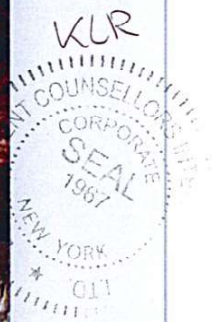
## Timeline of Core Scope of Work: October 2023 – September 2024



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# Account Team



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# MICE Org Chart

## Team



**Pamela Laite**  
Account Director



**Elisa Marongiu**  
Sales Executive



**Karyl Leigh Barnes**  
President, Tourism



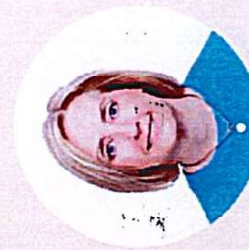
**Daniella Middleton**  
Senior Vice President



**Kayla Leska**  
Vice P resident,  
Tourism P ublic  
Relations



**Kevin Gardiner**  
Creative Director



**Robyn Domber**  
Vice P resident of  
Research

TCEB will have access to key leadership strategists as well as a team of in-house experts in research, public relations, and creative design for counsel and additional projects.

## Additional Resources Available



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Budget

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# Budget

This campaign has been designed as a 12-month program to begin on October 1, 2023 and continue through September 30, 2024.

The outlined budget below is divided into two elements: professional fees and projected out-of-pocket expenses. The latter item involves considerable variation but represents our current estimates based on recent experience.

For your convenience, DCI will bill our professional fees in equal installments of \$7,450 per month, billed on the 25th of each month.

A fixed program expenses fee of \$50 a month will cover ongoing communication expenses, such as telephone, postage and copies.

Out-of-pocket travel expenses will be billed separately with appropriate documentation. Valerie Wilson Travel (VWT) will book all transportation, and a VWT booking fee of \$55 (domestic U.S.) or \$75 (international) will appear on invoices involving travel purchases. Client payment is requested within 15 days of billing.

DCI charges a 10percent markup on all advertising buys and on all third-party expenditures that exceed \$5,000. This markup covers the time costs of facilitating service. You can choose to pay third-party invoices directly in lieu of markup.





# Proposed Budget in USD: Core Scope of Work

October 2023 -  
September 2024

| Professional Fees  |  |          |
|--|--|----------|
| DCI Fees for Program Design, Execution and Administration<br>(\$7,450/month x 12 months)                       |  | \$89,400 |
| Ongoing Communications Expense<br>(\$50/month x 12 months)   |  | \$600    |
| FEES TOTAL<br>Thailand VAT 7% included   |  | \$90,000 |
| Proposed Marketing Activities  |  |          |
| Immersion Trip for DCI Account Director<br>(DCI will assume the costs for the Immersion for up to \$5,000 USD) |  | \$0      |
| PCMA Convening Leaders<br>(\$1,800/registration + \$2,000 DCI travel expenses)                                 |  | \$3,800  |
| SMU International<br>(\$8,000/registration + \$2,000 DCI travel expenses- 35% for C Team: \$3,500)             |  | \$3,500  |
| Subtotal   |  | \$7,300  |
| TOTAL BUDGET<br>Thailand VAT 7% included   |  | \$97,300 |

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

Pricing is valid only for FY2023/24.



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# Terms of Service

Based on our blended rate of \$190 per hour, DCI will allocate an average of 38 hours per month for our work with the Thailand Convention & Exhibition Bureau. Should TCEB exceed the monthly allotment of hours on a continuing basis, adjustments will need to be made to stay within the scope of work.

If either time needed or client requests for deliverables increase significantly beyond the scope of work outlined above, DCI's hourly blended rate of \$190/hour will be used to calculate the additional hours needed to complete the work. DCI will request TCEB's approval prior to increasing hours toward the program of work.

Either party, Thailand Convention & Exhibition Bureau or Development Counsellors International, can cancel this agreement at any time for any reason upon 60 days' written notice to the other party. Time costs for program elements already implemented will be required.

Both parties agree that they will not offer employment or consulting opportunities to staff members of the other party.



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# Next Steps



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# Ready to Hit the Ground Running for Thailand



We greatly appreciate this request for a service renewal proposal and we are honored to have the opportunity to work with the TCEB C team again.

All of us at DCI would take great pride in continuing our work with TCEB and your country. We are available to discuss our program of work and credentials at your earliest convenience.

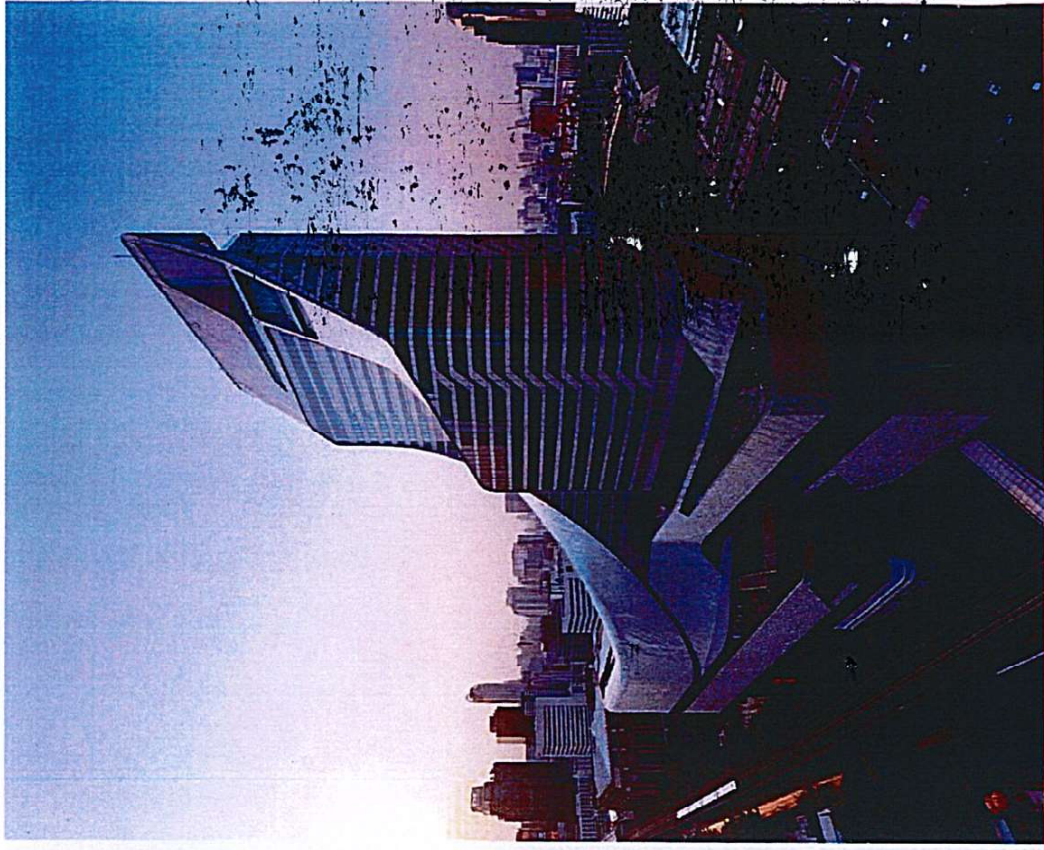
Sincerely yours,

*Daniella Middleton*

**Daniella Middleton  
Senior Vice President**

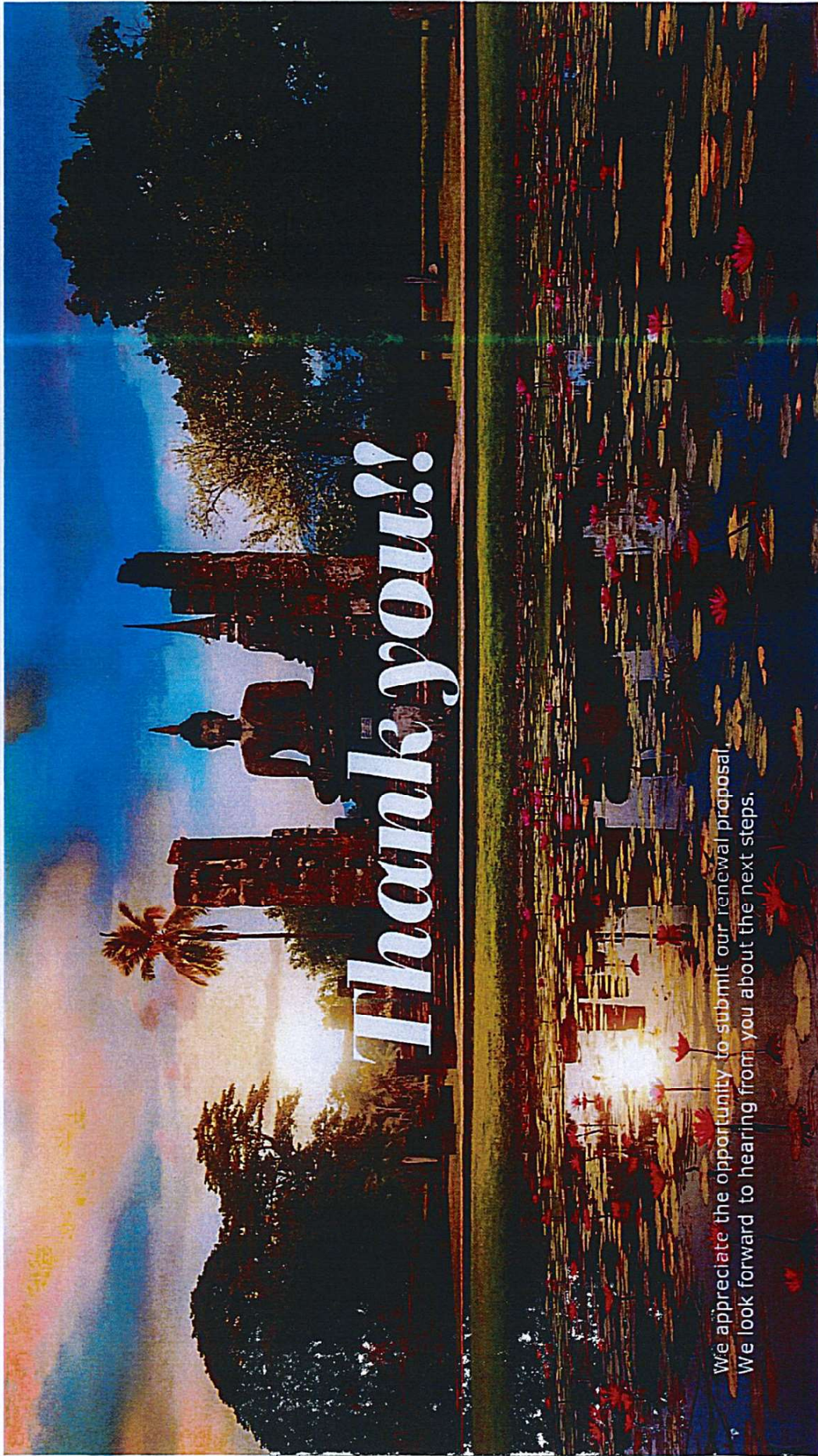
*Pamela Laite*

**Pamela Laite  
Account Director**



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### Appendix 3

#### Services by Development Counsellors International Ltd. (DCI)

(Attached to the North America Representative Employment Agreement between TCEB and representative)

This appendix is for representation services catering specifically to the geographical areas of North America

**Development Counsellors International Ltd. (DCI)** ("Representative") will carry out the following functions on behalf of TCEB with a monthly retainer of fee, except where specified.

#### Destination Promotion

1. Establish and maintain contacts with qualified international planners of association program that have the potential and the interest to send conventions, conferences as well as business events to Thailand.
2. Develop, maintain and utilize a suitable Conventions database for marketing and delegate boosting activities.
3. Assist TCEB's plan and implement the programs of sales missions or road shows to North America when needed. This includes but is not limited to making land arrangements for the events (on a project basis).
4. Design and implement email campaigns (Digital newsletters) to qualified association executives and planners from the representative's database.
5. Set up strategies for conventions and conferences with action plans, executing and evaluating the set of action plans with monthly report to be submitted to the Director of Conventions Department and or the designated TCEB.
6. Conduct attendance building activities, including advertising and direct-mailing exercises for promotion of specific conventions and conferences to be and being held in Thailand, when needed.
7. Act as the TCEB's one-stop information center for media, and the general public in North America.
8. To provide TCEB with effective market research and intelligence related to convention market in North America





### Public Relations

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

### Administration

1. Monitor and report on travel industry trends and developments that may affect demand for Thailand – noted that reports from the offices of Representative in North America will be submitted monthly, quarterly, and annually.

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

- a) Leads acquisition
- b) RFPs/Bids Following status
- c) Sales call/visit
- d) Marketing activities
- e) Situation update / Market Intelligence / Business Outlook
- f) News clipping & PR report

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

- a) KPIs achievements, number summary of leads acquisition, RFPs/Bids (year-to-date)
- b) Marketing activity achievement highlight of last three months
- c) MICE Market overview and competitive analysis.
- d) Challenges and difficulties, if any
- e) New marketing opportunity identification and recommendation





**The Annual Report** must be a summary of yearly activities and market overview in the past year and be sent to TCEB by the end of September in accordance with TCEB's requirement as follows;

- a) Executive Summary
  - b) One year summary on number of leads acquisition, RFPs/Bids, number of delegates and total annual revenue generated to Thailand
  - c) One year summary on MICE intelligence update
  - d) One year overview on market opportunity identification and recommendation
  - e) Annual market analysis and future trend of Thailand as destination
2. Supervision the account and matters of TCEB shall be done by the respective head of the North America offices.
  3. Assign at least one (1) dedicated staff of each sector to service the account and matters of TCEB and serve as the main contact and liaison for all day to day matters. Working hours of staff shall be Monday to Friday and at least 8 hours per day, starting from 9.00 am (inclusive of any lunch, morning or afternoon tea breaks as long as normal accepted) on working day. Representative is prepared to work any such additional hours as may be directed or as necessary to achieve the objectives under this Agreement.
  4. Monthly 1:1 conference call will be set up between TCEB and Representative for mutual update and discussion on issues that would affect the MICE marketing in North America
  5. Account and matters of TCEB will be designated with a separate incoming telephone number and all calls shall be answered as TCEB. There will also be appropriate signage at the office premises to show TCEB representation, separate stationery and business cards reflecting the TCEB identity as provided by Head Quarter.
  6. One (1) Representative staff shall visit TCEB, at least once a year, upon TCEB's direction, to obtain an update on the developments. This may coincide with familiarization trip and/or annual meeting organized by TCEB.

KLR





## Appendix 4

### Reimbursement of Expenses

(Attached to the North America Representative Employment Agreement between TCEB and representative)

The following procedures are set primarily for reimbursement of expenses of Representative in carrying out the Services on behalf of TCEB with a monthly retainer or Fee, except where specified.

### Reimbursement of Expenses

1. In case there are bank charges associated to the payment, it is agreed that TCEB shall be responsible for the remitting bank's charges and Representative shall bear the rest of the charges.
2. It is agreed that all expenses claimed by Representative for reimbursement must be in accordance with annual representative marketing plan and budget which are approved in writing by TCEB. Activity and budget or estimated cost to be conducted by Representative must be pre-specified under Project Control Sheet and Travel Request and submitted in advance to TCEB for acknowledgement and approval for a period not less than one (1) month prior to project/activity commencement.
3. Travel Request must contain clear details of expense breakdown for traveling purpose of each particular e.g. meals, lodging/accommodation, local transportation, telephone, internet, entertainment, and other relevant expenses incurred related to the activity.
4. Reimbursement of pre-approved expenses will be in accordance with complete official receipts underlying all expenses and details of each under each particular provided regarding date, amount paid, currency, and brief description of such expenses. The amount claimed shall not exceed pre-approved amount per Travel Request.
5. TCEB reserves the right to verify such expenses claimed and/or request for additional documents or clarification upon disbursement of the expenses.

KLR





## Appendix 5

### Representative KPIs FY2024

(Attached to the North America Representative Employment Agreement between TCEB and representative)

**Market/Area:** North America

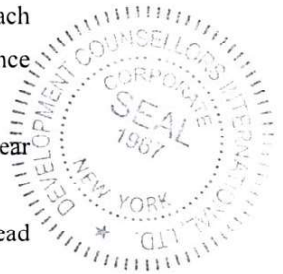
**Contract Period:** October 1<sup>st</sup>, 2023 - September 30<sup>th</sup>, 2024 (12 months)

#### Performance Evaluation

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

#### CONVENTIONS

1. Secure 12 Leads acquisition
2. Generate 120 sales call for the year to create new qualified international association buyers, PCOs, AMCs, or congress organizers
3. Establish new database of 60 contacts of associations, PCOs AMCs, congress organizers and maintain accuracy of conventions market database. The database must include name, organization, contact and email details and be GDPR/PDPA compliant. The database information must be reported to TCEB head office on a quarterly basis.
4. Implement marketing activities assigned by TCEB
5. Design and implement 4 digital newsletters to association executives and planners from representative's database.
6. Provide sales outreach to the database of qualified international planners of association programs on behalf of TCEB.
7. Monthly Report to be submitted to the head office of TCEB by 25th of each month, in accordance with TCEB's requirements
8. Quarterly Report to be submitted to the head office of TCEB by the end of each quarter (Fiscal Quarter end in December, March, June and September) in accordance with TCEB's requirements
9. Annual Report to be submitted to the head office of TCEB by the end of fiscal year 30<sup>th</sup> September, in accordance with TCEB's requirements
10. Disseminate media coverage or news article as approved or requested by TCEB head office and monitor with clipping report (if any).





Appendix 6



DEVELOPMENT COUNSELLORS INTERNATIONAL

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New York, NY 10003

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aboutdci.com

22 September 2023

Recipient: 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

Development Counsellors International

215 Park Avenue South, 14<sup>th</sup> Floor

New York, NY 10003

Project Name: Conventions' Overseas Marketing Representatives Employment

Activity Name: North America Representative Employment for Conventions Department, Thailand Convention & Exhibition Bureau (TCEB)

Retainer fee

- Retainer fee per month: \$7,500 USD
- Total retainer fee for 12 months (October 2023 – September 2024): \$90,000 USD

Inclusive of Thailand's 7% Vat

Yours sincerely,

A handwritten signature in black ink that reads 'Karyl Leigh Ropke'.

Karyl Leigh Ropke

President, Tourism

Development Counsellors International



Legal