

Contract for Pay Per Performance and Representative for European Market

Contract no.67-017

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 February 27th, 2024, 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

EXPOS ASIA PTE.LTD., company registration Number 201616585K, is a company registered in Singapore, having its registered office at 160 Robinson Road, 26-04, Singapore (068914) represented by the authorized person, Mr. Bjorn Kempe, who held passport number C4JHFXC43, 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 to perform the service for the activity of Pay Per Performance and Representative for European Market, 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 proposal for Business Development/Representation Europe Region and Appendix 3 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 9 (nine) pages.
- 2.2 Appendix 2 Proposal, all 2 (two) pages.
- 2.3 Appendix 3 Quotation, all 2 (two) page.
- 2.4 Appendix 4 Corporate documents and passport, all 5 (five) 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.

Legal

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CLAUSE 3 PERFORMANCE SECURITY

At the time of this Contract, the Contractor has provided TCEB with deposit cash, in the amount of 90,000 baht (Ninety thousand baht only) , which is equal to 5.17 % (Five point one seven percent) of the Service fee under this Contract, 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 service fee in the amount of 1,740,000 baht). This amount is inclusive of value added tax, other taxes and duties, and all expenses already paid, and the payment shall be made in payments as follows;

1) According to phase 1, 1st delivery, the first payment of THB 261,000.00 (Two hundred and sixty-one thousand THB) , TCEB will pay 15% of total amount including VAT and all kinds of expenses after the first delivery of Phase 1 is complete. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only. (specified in Appendix 1)

2) According to phase 1, 2nd delivery, the second payment of THB 435,000.00 (Four hundred and thirty-five thousand THB) , TCEB will pay 25% of total amount including VAT and all kinds of expenses when the contractor submitted another 10 reports (the 2nd delivery of Phase1). The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only. (specified in Appendix 1)

3) According to phase 2, the 3rd payment, the third payment of THB 348,000.00 (Three hundred and forty-eight thousand THB) , TCEB will pay 20% of total amount including VAT and all kinds of expenses when the contractor submitted reports according to phase 2 requirements. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only. (specified in Appendix 1)

4) According to phase 3, 1st delivery, the fourth payment of THB 174,000.00 (One hundred and seventy-four thousand THB) , TCEB will pay 10% of total amount including VAT and all kinds of expenses after the 1st delivery of Phase 3 is complete when the organizers apply for new show support by requesting support through submitting request for support (RFS online). The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only. (specified in Appendix 1)

5) According to phase 3, 2nd delivery, the fifth payment of THB 174,000.00 (One hundred and seventy-four thousand THB) , TCEB will pay 10% of total amount including VAT and all kinds of expenses

after the 2nd delivery of Phase 3 is complete when the organizers apply for new show support by requesting support through submitting request for support (RFS online). The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only. (specified in Appendix 1)

6) According to phase 4, the last payment of THB 348,000.00 (Three hundred and forty-eight thousand THB) , TCEB will pay 20% of total amount including VAT and all kinds of expenses when the contractor submitted report according to phase 4 requirements. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only. (specified in Appendix 1)

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 10.

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

The Contractor shall start working within February 28th, 2024, and shall complete all works within December 29th, 2024 . 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 15 days (fifteen) 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 % percent of the value of the employment , 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 organizers, customers, invited delegates, partners, associations and participants. The personal data includes first name, surname, positions held, picture, telephone number and email address for business matching 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 Contractor shall deliver all these documents to TCEB upon the completion of the Contract. The Contractor 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 of Thailand. Each party shall have the right to institute suit against the other in the 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.....The Contractor

by (Mr. Bjorn Kempe)

The authorized person

EXPOS ASIA PTE.LTD.

Signed.....Witness

(Ms.Thanthita Inman)

Thailand Convention & Exhibition Bureau (Public Organization)

Signed.....Witness

(Mr. Dexin Tang)

EXPOS ASIA PTE.LTD.

Project number 67029064981

Reference no. 670224006166



ก.ส. 5 ใบเสร็จรับเงินตราสาร

เลขที่ 08876
วันที่ 6 ธันวาคม 2567

เลขประจำตัว 0994000112165

ผู้ถือใบเสร็จรับเงินตราสาร สำนักงาน ส่งเสริมการค้าระหว่างประเทศ (องค์การมหาชน)

ใบเสร็จรับเงินตราสาร

ชื่อ : นายเสกสรรค์ศิริวัฒน์

ชื่อ : นายเสกสรรค์ศิริวัฒน์

เลขที่ : 989 ถนนสุขุมวิท 2, 61 แขวง 62

เขต/เมือง : กรุงเทพมหานคร

เลขที่ : 989 ถนนสุขุมวิท 2, 61 แขวง 62

เลขที่ : 989 ถนนสุขุมวิท 2, 61 แขวง 62

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ผู้รับเงินตราสาร

เลขประจำตัวผู้รับเงินตราสาร

ชื่อ : EXPOS ASIA PTE LTD.

ผู้รับเงินตราสาร สำนักงานส่งเสริมการค้าระหว่างประเทศ
วันที่ 25, 26

เลขที่ : -

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ใบเสร็จรับเงินตราสารเป็นหลักฐานในการรับเงินตราสารตามบัญชีที่ติดต่อกับกรมสรรพากร ปีที่ 4
สำนักงานส่งเสริมการค้าระหว่างประเทศ วันที่ 25, 26



มูลค่าตราสาร

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มูลค่าตราสาร

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รวมเงิน

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สำนักงานส่งเสริมการค้าระหว่างประเทศ (หนึ่งร้อยหกพันเจ็ดสิบเจ็ดบาทถ้วน)

เลขประจำตัว 002192

เลขที่ 6 ธันวาคม 2567

เลขประจำตัว 01003071-25670306-1-06-000106

เลขที่

(นางจินดา สุพรรณพงศ์)

ตำแหน่ง

นักวิชาการสรรพากรปฏิบัติการ

ใบเสร็จรับเงินตราสารเป็นหลักฐานในการรับเงินตราสารตามบัญชีที่ติดต่อกับกรมสรรพากร ปีที่ 4
สำนักงานส่งเสริมการค้าระหว่างประเทศ วันที่ 25, 26

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TERMS OF REFERENCE

for the procurement specific method

1. Name of Project

Project: Pay Per Performance & Representative

Activity: Pay Per Performance and Representative for European Market (Germany, France, UK, Italy)

2. Budget

Financial amount 1,740,000 THB, which including VAT and all kinds of expenses already.

3. Principle and Reason

As one of the most important markets of exhibition industry with a significant number of business travelers and world class exhibitions generating revenues for its destinations, European Country (Germany, UK, France, Italy etc.) needs to be targeted as Thailand's source market for exhibition industry. Representative in European, called the contractor in this Terms of Reference, will promote Thailand as an exhibition destination, provide lead of new potential show to launch in Thailand and provide market insight for Thailand Convention and Exhibition Bureau (TCEB).

4. Objective

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

1. To assist TCEB in promoting the awareness of Thailand as the Exhibition hub of ASEAN.
2. To encourage potential organizer to bring potential trade shows to launch in Thailand.
3. To assist Thai Exhibition Stakeholders for new opportunity to meet new partner from target countries.
4. To build networking between TCEB, Thai organizers and other counterparts in Exhibition Industry, governments, and associations in designated countries.
5. To assist TCEB with insight industry market in designated countries.

5. Scope of Work

1. To provide effective market insight and information related to the exhibition industry, exhibition key organizer and related organization in designated countries to summarize market trends and movements, shows update, government policy updates which will encourage new opportunity for Thailand to attract new show in 11 monthly reports.
2. To provide effective analysis on 10 potential lead shows to launch show in Thailand. in 1 report.
3. As TCEB's representative, to set up follow up meeting either online and onsite with organizers of 10 potential shows in the scope of work item no. 2 and to provide constant monthly update; for example, their show updates, industry insights, competitor analysis and possibility to launch show in Thailand within the list. At least 10 meetings with the organizers of 10 potential lead shows have to be conducted throughout the contract year.
4. To act on behalf of TCEB to provide sufficient information and promote Thailand's exhibition industry to the targets, for example, exhibition organizers and associations.
5. To coordinate for TCEB's overseas business function; for example, to arrange and correspondence on invitation potential organizers from designate countries to participate and to coordinate for pre-function arrangement e.g. venue, F&B, logistics at least 2 activities. Travel expenses within the region are included in the contract.
6. To act on behalf of TCEB to cooperate with all related organizations and business alliances by arrange meeting for TCEB, Thailand's Exhibition stakeholders and the contractor (as TCEB's representative) with potential organization online/onsite upon request.
7. To lead and facilitate potential organizers of the 10 potential lead shows within the list in the scope of work item no.2 to launch new show in Thailand and apply through request for support (RFS online) for exhibition support programs from TCEB up to 2 shows (pay per performance). As TCEB's representative, the responsibilities are following;

7.1 Facilitate the potential organizers to have a meeting with TCEB to receive information on support programs.

7.2 Laise and provide useful information to the organizers on the application process.

7.3 Provide guidance to apply through request for support (RFS online) for exhibition support program.

Remark: *The performance cannot be granted for the shows from organizers who have their affiliates' offices in Thailand or multi-national organizers, such as RX Tradex, Informa Markets Thailand and VNU Exhibition Asia Pacific etc.*

8. To participate marketing activities as designated by TCEB as appropriate.
9. To participate and share European market insights and trends in the Thai's exhibition industry gathering workshop in Thailand at 1 activity. Travel expenses are included in the contract.
10. Other cooperation as designated. In some activities may incur additional expenses such as travelling expenses, guest allowance, etc. will be informed to TCEB 1 month in advance in order to receive prior approval.
11. 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.
12. The Contractor must establish and maintain the appropriate security measurement for data processing, by mainly taking into consideration the nature, scope and purpose of data processing pursuant to the scope of work. This aims to protect the personal data from risk in connection with the personal data processing.

6. Qualifications of the Contractor

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

- (1) Having legal capacity;
- (2) Not being a bankrupt;
- (3) Not being under dissolution of business;

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

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

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

7. Duration of project operation under the contract

After the agreement signed to 29th December 2024

8. Delivery of work

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

Phase	1 st Delivery:	1 st Delivery:
1	<p>-The contractor must deliver the 1st monthly report in power point format which indicates the detailed of analysis as follow.</p> <p>1.1 Information related to the exhibition industry, exhibition key organizer and related organization, market trends and movements, shows update, government policy updates which will encourage new opportunity for Thailand to attract new show.</p> <p>-The contractor must deliver 1 report in power point format to provide effective analysis on 10 potential lead shows to launch show in Thailand.</p> <p>2nd Delivery:</p> <p>The contractor must deliver 10 monthly reports in Power Point format which indicate the detailed of analysis including all information refer to item 1.1 and 1.2 as below;</p> <p>1.2 Summary reports of the constant monthly update according to the follow up meeting with organizers of 10 potential shows in scope of work item no 2. At least 10 meetings with</p>	<p>The 1st monthly report and the 10 potential lead shows report must be submitted within 30 days from the date of signing contract.</p> <p>2nd Delivery:</p> <p>A total of 10 monthly reports must be submitted on the 25th of each month.</p>

	organizers of 10 potential lead shows have to be conducted throughout the contract year.	
Phase 2	The contractor must deliver at least 2 summary reports of TCEB's business oversea activities in Power Point format. The contractor will coordinate for TCEB's overseas business function e.g., to arrange and correspondence invitation to potential organization to participate activity and to coordinate for pre-function arrangement (e.g. venue, F&B, logistics)	The reports must be submitted within 30 days after finishing each activity. The reimbursement will be proceeded after finishing last activity.
Phase 3	The contractor must co-ordinate with the organizers with headquarters in the designed countries who will launch new show in Thailand to apply for New Show support through request for support (RFS Online) from TCEB (According to the criteria New Show Support) by requesting support for 1 event, counting as 1 delivery of work and up to 2 shows (pay per performance).	1st Event Delivery: The contractor must submit a submission letter within 30 days after the organizers submitted request for support (RFS online). 2nd Event Delivery: The contractor must submit a submission letter within 30 days after the organizers submitted request for support (RFS online).
Phase 4	The contractor must submit 1 presentation in the Power Point format including European market insights and trends which will be presented during the industry gathering workshop in Thailand.	The reports must be submitted within 30 days after finishing the activity.

9. Payment terms

The payment of the project is divided by phase and shall be made into different parts as follows:

9.1 According to phase 1, 1st delivery, the 1st payment, TCEB will pay 15% of total amount including VAT and all kinds of expenses after the 1st delivery of Phase 1 is complete. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.2 According to phase 1, 2nd delivery, the 2nd payment TCEB will pay 25% of total amount including VAT and all kinds of expenses when the contractor submitted another 10 reports (the 2nd delivery of Phase1). The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.3 According to phase 2, the 3rd payment, TCEB will pay 20% of total amount including VAT and all kinds of expenses when the contractor submitted reports according to phase 2 requirements. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.4 According to phase 3, 1st delivery, the 4th payment, TCEB will pay 10% of total amount including VAT and all kinds of expenses after the 1st delivery of Phase 3 is complete when the organizers apply for new show support by requesting support through submitting request for support (RFS online). The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.5 According to phase 3, 2nd delivery, the 5th payment, TCEB will pay 10% of total amount including VAT and all kinds of expenses after the 2nd delivery of Phase 3 is complete when the organizers apply for new show support by requesting support through submitting request for support (RFS online). The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.6 According to phase 4, the 6th payment, TCEB will pay 20% of total amount including VAT and all kinds of expenses when the contractor submitted report according to phase 4 requirements. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

10. Performance Security

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

11. Stamp duty

The contractor has to pay the cost of affixing stamp duty, in accordance with the Revenue Code, Stamp duty charges for services in the amount of 1 baht of every 1000 baht or a fraction of 1,000 baht of the remuneration prescribed of part thereof.

12. Fine rate

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

13. Cancellation

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

14. Ownership of data and documents

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

15. Personal Data Processing

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

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

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

16. Disclaimer

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

17. Sub-contracting

The contractor has not right to sub-contract the works under this contract, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from 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 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 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 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 proposer.

For more information: Contact person:

Ms. Thanthita Inman

Manager, Exhibition Department

Email: Thanthita_i@tceb.or.th and Telephone 02 694 6000 ext. 6275

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EXPOS ASIA PTE LTD

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Singapore 068914

T +65 97316948

M +491743277719

Work Email bk@exposasia.com

Date: February 7, 2024

To: Thailand Convention and Exhibition Bureau
SIAM PIWAT Tower Bld, FI 25/26
989 Rama 1, Pathumwan, Bangkok 10330, Thailand

Attn: Exhibition Department

Subject: Proposal for Business Development / Representation Europe Region 2024

We would like to present the following proposal for our business activities in Europe Region for the year 2024:

No.	Details of the delivery of work	Delivery date
Phase 1	<p>1st Delivery:</p> <p>-The contractor must deliver the 1st monthly report in power point format which indicates the detailed of analysis as follow.</p> <p>1.1 Information related to the exhibition industry, exhibition key organizer and related organization, market trends and movements, shows update, government policy updates which will encourage new opportunity for Thailand to attract new show.</p> <p>-The contractor must deliver 1 report in power point format to provide effective analysis on 10 potential lead shows to launch show in Thailand.</p> <p>2nd Delivery:</p> <p>The contractor must deliver 10 monthly reports in Power Point format which indicate the detailed of analysis including all information refer to item 1.1 and 1.2 as below;</p> <p>1.2 Summary reports of the constant monthly update according to the follow up meeting with organizers of 10 potential shows in scope of work item no 2. At least 10 meetings with organizers of 10 potential lead shows have to be conducted throughout the contract year.</p>	<p>1st Delivery:</p> <p>The 1st monthly report and the 10 potential lead shows report must be submitted within 30 days from the date of signing contract.</p> <p>2nd Delivery:</p> <p>A total of 10 monthly reports must be submitted on the 25th of each month.</p>
Phase 2	<p>The contractor must deliver at least 2 summary reports of TCEB's business oversea activities in Power Point format. The contractor will coordinate for TCEB's overseas business function e.g., to arrange and correspondence invitation to potential organization to participate activity and to coordinate for pre-function arrangement (e.g. venue, F&B, logistics)</p>	<p>The reports must be submitted within 30 days after finishing each activity. The reimbursement will be proceeded after finishing last activity.</p>
Phase 3	<p>The contractor must co-ordinate with the organizers with headquarters in the designed countries who will launch new show in Thailand to apply for New Show support through request for support (RFS Online) from TCEB (According to the criteria New Show Support) by requesting support for 1 event, counting as 1 delivery of work and up to 2 shows (pay per performance).</p>	<p>1st Event Delivery:</p> <p>The contractor must submit a submission letter within 30 days after the organizers submitted request for support (RFS online).</p>



No.	Details of the delivery of work	Delivery date
		2nd Event Delivery: The contractor must submit a submission letter within 30 days after the organizers submitted request for support (RFS online).
Phase 4	The contractor must submit 1 presentation in the Power Point format including European market insights and trends which will be presented during the industry gathering workshop in Thailand.	The reports must be submitted within 30 days after finishing the activity.

Payment terms & Duration

The payment is divided by phase and shall be made according to Delivery of work (item no.8) and payment term (item no.9) in the TERMS OF REFERENCE (TOR). This will not exceed 29th December 2024.

Bank details

IN SINGAPOR DOLLARS

Expos Asia Pte Ltd
United Overseas Bank (UOB)/ UBO Branch Upper Bukit Timah Branch, 148 Upper Bukit Timah Rd. 588178 Singapore/
SWIFT: UOVBSGSG
Bank Account: 3753054292 Bank Code 7375 Branch Code 059

Thank you very much for your trust and confidence in Expos Asia. We look forward for a very successful cooperation.

With best regards

Bjoern Kempe
Managing Director
Expos Asia Pte Ltd



EXPOS ASIA PTE LTD

160 Robinson Road, #26-04

Singapore 068914

T +65 97316948

M +491743277719

Work Email bk@exposasia.com

Date: February 7, 2024

To: Thailand Convention and Exhibition Bureau
SIAM PIWAT Tower Bld, FI 25/26
989 Rama 1, Pathumwan, Bangkok 10330, Thailand

Attn: Exhibition Department

Subject: Quotation for Business Development / Representation Europe Region 2024

We would like to present the following quotation for our business activities in Europe Region for the year 2024:

No.	Details of the delivery of work	Delivery date
Phase 1	<p>1st Delivery:</p> <p>-The contractor must deliver the 1st monthly report in power point format which indicates the detailed of analysis as follow.</p> <p>1.1 Information related to the exhibition industry, exhibition key organizer and related organization, market trends and movements, shows update, government policy updates which will encourage new opportunity for Thailand to attract new show.</p> <p>-The contractor must deliver 1 report in power point format to provide effective analysis on 10 potential lead shows to launch show in Thailand.</p> <p>2nd Delivery:</p> <p>The contractor must deliver 10 monthly reports in Power Point format which indicate the detailed of analysis including all information refer to item 1.1 and 1.2 as below;</p> <p>1.2 Summary reports of the constant monthly update according to the follow up meeting with organizers of 10 potential shows in scope of work item no 2. At least 10 meetings with organizers of 10 potential lead shows have to be conducted throughout the contract year.</p>	<p>1st Delivery:</p> <p>The 1st monthly report and the 10 potential lead shows report must be submitted within 30 days from the date of signing contract.</p> <p>2nd Delivery:</p> <p>A total of 10 monthly reports must be submitted on the 25th of each month.</p>
Phase 2	<p>The contractor must deliver at least 2 summary reports of TCEB's business oversea activities in Power Point format. The contractor will coordinate for TCEB's overseas business function e.g., to arrange and correspondence invitation to potential organization to participate activity and to coordinate for pre-function arrangement (e.g. venue, F&B, logistics)</p>	<p>The reports must be submitted within 30 days after finishing each activity. The reimbursement will be proceeded after finishing last activity.</p>
Phase 3	<p>The contractor must co-ordinate with the organizers with headquarters in the designed countries who will launch new show in Thailand to apply for New Show support through request for support (RFS Online) from TCEB (According to the criteria New Show Support) by requesting support for 1 event, counting as 1 delivery of work and up to 2 shows (pay per performance).</p>	<p>1st Event Delivery:</p> <p>The contractor must submit a submission letter within 30 days after the organizers submitted request for support (RFS online).</p>



No.	Details of the delivery of work	Delivery date
		2nd Event Delivery: The contractor must submit a submission letter within 30 days after the organizers submitted request for support (RFS online).
Phase 4	The contractor must submit 1 presentation in the Power Point format including European market insights and trends which will be presented during the industry gathering workshop in Thailand.	The reports must be submitted within 30 days after finishing the activity.
TOTAL (including VAT)		1,740,000 THB

Payment terms & Duration

The payment is divided by phase and shall be made according to Delivery of work (item no.8) and payment term (item no.9) in the TERMS OF REFERENCE (TOR). This will not exceed 29th December 2024.

Bank details

IN SINGAPOR DOLLARS

Expos Asia Pte Ltd
United Overseas Bank (UOB)/ UBO Branch Upper Bukit Timah Branch, 148 Upper Bukit Timah Rd. 588178 Singapore/
SWIFT: UOVBSGSG
Bank Account: 3753054292 Bank Code 7375 Branch Code 059

Thank you very much for your trust and confidence in Expos Asia. We look forward for a very successful cooperation.

With best regards

Bjoern Kempe
Managing Director
Expos Asia Pte Ltd