

Greater China Representative Employment

for Exhibition Department Thailand Convention & Exhibition Bureau Agreement

Agreement No. 64-123

This Agreement 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 18 October, 2021 between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred as the "TCEB" of the one party and

Business Strategies Group Limited ("BSG"), company registration number is 694331, which has registered as a juristic person at Hong Kong, having its principal office located at Flat/Rm, 4114 41/F, Hong Kong Plaza, 188 Connaught Road West, Hong Kong, represented by the authorized person, Mr. Mark Thompson Cochrane, who held the passport's number AJ856546, hereinafter referred as the "Representative" on the other part.

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

Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission for Greater China (China, Hong Kong, Macau and Taiwan) Representative Employment which be according to the Terms and Conditions of this Agreement and Scope of work that specified in Appendix 1 Term of Reference ("TOR"), Appendix 2 KPI for Greater China representative (hereinafter referred as "the Work").

The Representative is obligated to perform the Work as required by TCEB for a 12 (twelve) months, commencing on 19 October, 2021 to 30 September, 2022.

The Representative agrees to provide labor, materials, tools and equipment, as well as various kinds of good equipment to be use in the Work under this Agreement.

Clause 2. DOCUMENTS THAT ARE PART OF THE AGREEMENT

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

2.1 Appendix 1 Term of Reference (TOR), all 7 (seven) pages.

2.2 Appendix 2 KPI for Greater China representative, all 1 (one) page.





2.3 Appendix 3 Quotation from Business Strategies Group Limited, No. code: SA591, all 1 (one) page.

2.4 Appendix 4 Corporate documents and passport, all 11 (eleven) 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 Appendix 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 5,700 USD (five thousand and seven hundred 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 91,485 (ninety-one thousand, four hundred and eighty-five US dollars only) (Thailand's VAT included).



TCEB shall effect payment to the Representative, in accordance with the term of payment which set forth in Appendix 3 Quotation from Business Strategies Group Limited, During the Agreement period from October, 2021 to September 2022, The payment will be made the follows:

1) The 1st payment will be calculated from the commencing date to 31 October, 2021, total amount of USD 3,210 (three thousand, two hundred and ten US dollars) (Thailand's VAT included).

2) The 2nd – 12th payment will be made on a monthly basis at the rate of USD 8,025 (eight thousand and twenty-five US dollars only) (Thailand's VAT included) from November 2021 to September 2022, total 11 months.

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.

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.

Clause 5. DUTIE AND LIABILITIES OF THE REPRESENTATIVE

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

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

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



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Endorsement or approval or consent to any work or work of the Representative or payment of wages by TCEB does not to 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 % price of the does not deliver item However, it must not be lower than 100 baht per day, from the day after the completion date under the Agreement or the end of working period extended by TCEB until the actual completion of work. In addition, the Representative allows TCEB to claim for damages caused by the delay in working of the Representative, only for the excess of the said fine.

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



Clause 7. ENFORCE PAYMENT FROM FINE, DAMAGES AND EXPENSES

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

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

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

Clause 8. CANCELLATION OR REDUCTION OF FINE, OR EXTENSION OF WORK PERIOD ACCORDING TO THE AGREEMENT

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

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

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



Clause 9. ACCEPTANCE OF THE WORK

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

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

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

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

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

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

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



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Clause 10. MODIFICATION OF WORK AND AGREEMENT RENEWAL

The Representative certifies that it has thoroughly examined and understood the details of the Work already. If it appears that the details of the Work are incorrect or deviate from the professional and technical principles, the Representative agrees to comply with the decision of TCEB, the Inspection Committee, in order the complete 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 not right to sub-contract the Work under this Agreement, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub- contracting of TCEB does not release the Representative from liability or obligation under this Agreement and the Representative shall be liable for the fault and negligence of the Sub- contractor or the Sub-contractor's representatives or employees in all respect.

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

Clause 12. TRANSFER OF THE RIGHT UNDER THE AGREEMENT

The Representative shall not transfer any rights or benefits under this Agreement to others without prior consent from TCEB, except for the transfer of the right to receive the Service fee under this Agreement.

Clause 13. TEMPORARY SUSPENSION AND AGREEMENT TERMINATION

13.1 TCEB has the right to terminate this Agreement in the following cases:

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

Inspection Committee, TCEB has the right to terminate this Agreement immediately and has the right to hire a new Agreementor to complete the Representative's works. Execising the right to terminate the Agreement shall not prejudice the right to claim for damages of TCEB. the Representative shall be responsible for damages that are in excess of the amount of performance security and damages incurred, including the increase in the Service fee due to hiring other people to perform the followings, TCEB has the right to suspend the payment of the Service fee that must be paid for the Work that have been carried out as guarantee of payment of damages, or TCEB may deduct from any amount to be paid to the Representative.

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

Termination of the Agreement under Clause 13.1, TCEB has the right to forfeit or enforce repayment from performance security and retention, in whole or in part, and shall have the right to claim for other damages (if any) from the Representative.

13.2 TCEB may serve the written notice to the Representative at any time that TCEB intends to temporarily suspend the Work of the Representative, whether in whole or in part, or to terminate the Agreement. In the event that TCEB intends to terminate the Agreement, such termination of the Agreement shall take effect at least 7 (seven) days after the date the Representative has received the written notice, or may be earlier or later than that period, depending on the agreement of the Parties. Upon receiving such the written notice, the Representative shall stop working immediately. The Representative has no right to receive payment of the Service fee during the temporarily suspension, and take every action to minimize any costs that may be incurred during the suspension.

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

In the event that the Agreement is terminated under Clause 13.2, TCEB will pay the fair and appropriate of termination. In addition, TCEB will return performance Security, as well as of the Service fee specified in Term of payment of Appendix 1 TOR attached this Agreement to the Representative, calculated from the date of operation until the date 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 Agreement or shall deliver all these documents to TCEB upon the completion of the Agreement. The Agreement or may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Work without the prior written approval of TCEB.

Clause 16. 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.

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. is Agree parties hereto, each retaining one copy, have read and full

Signed:  TCEB

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

Signed:  Representative

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

Signed:  Witness

Ms. Urailuk Yarangsee
(Senior Manager)
Legal and Good Governance Section

Thailand Convention & Exhibition Bureau
(Public Organization)

Signed:  Witness

(**JESS WONG**)

Business Strategies Group Limited





อ.ศ.5 ใบสัณทิต์งตราสาร

เลขที่ 01226
วันที่ 25 ตุลาคม 2564

เลขบัญชีเงินฝาก 0994000112165 เลขที่สาขา
บัญชีเงินฝากออมทรัพย์ สาขาออมทรัพย์เงินฝากประจำ (ออมทรัพย์รวมทรัพย์)

ใบฎีกาเลข สู่บัญชีเงินฝากออมทรัพย์

ผู้ยื่น : เลขที่เงินฝากออมทรัพย์
เงินฝากออมทรัพย์ -
เลขที่บัญชี -
เลขที่ 989
สาขา/เขต -
ถนน พระราม 1
เขต/อำเภอเมือง นนทบุรี
รหัสไปรษณีย์ 10330

ชื่อธนาคาร ธนาคารกรุงศรีอยุธยา จำกัด
วันที่ 25, 26
เลขที่ -
สาขา -
เลขที่บัญชี/จำนวน บัญชีเงิน
บัญชีเงินฝาก กู้ยืม เงินฝากออมทรัพย์



ผู้สัญญา
เลขบัญชีเงินฝากออมทรัพย์
ชื่อ Business Strategies Group Limited เลขที่สาขา

ได้เปิดบัญชีเงินฝากออมทรัพย์เมื่อวันที่ 25 ตุลาคม 2564 โดยมีเงินฝากออมทรัพย์จำนวน 3,075,423 บาท
มีการถอนเงินฝากออมทรัพย์เมื่อวันที่ 26 ตุลาคม 2564 จำนวน 0 บาท



	บาท	สต.
ยอดเงินฝากออมทรัพย์	3,075,423	80
ค่าถอนเงินฝากออมทรัพย์	3,076	00
เงินฝากออมทรัพย์	0	00
รวมเงินฝาก	3,076	00

สำนักงานเงินฝากออมทรัพย์ (สำนักงานเงินฝากออมทรัพย์)

ภายในเมืองเลขที่ 001009

เลขประจำสาขา อ.ศ.4 รหัส 01.003071-2564.025-1-06-000034

ลงวันที่ 25 ตุลาคม 2564

นาง

(นางจินดา สุพรรณพงศ์)

นาง

นักวิชาการสรรพากรปฏิบัติการ

ใบสัณทิต์งตราสารนี้จะมีผลใช้บังคับเมื่อได้รับเงินฝากออมทรัพย์จำนวน 3,075,423 บาท 80 สตางค์
ไว้เพื่อเป็นประกันการกู้ยืมเงินจำนวน 3,076 บาท 00 สตางค์





Terms of Reference
For The Specific Procurement Method

1. Name of the Project

Project: Exhibition's Overseas Marketing Representatives (Greater China: China, Hong Kong, Macau, and Taiwan)

Activity: Greater China Representative Employment for Exhibition Department, Thailand Convention & Exhibition Bureau (TCEB)

2. Budget

Amount of USD 96,300 (Thailand's VAT included) equivalent to 3,370,500 THB (estimated exchange rate: USD 1 = 35 THB)

3. Background of the Project

As one of the most important markets of exhibition industry with a significant number of business travelers generating revenues for its destinations, Greater China (China, Hong Kong, Macau, and Taiwan) needs to be targeted as Thailand's source market for exhibition industry. Representative in Greater China, called contractor in this Terms of Reference, will promote Thailand as an exhibition destination and provide market update for Thailand Convention and Exhibition Bureau (TCEB).

4. Objectives of the Project

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

1. To promote show and venues in Thailand to China, Hong Kong, Macau and Taiwan markets, especially focusing on all international trade exhibitions organized in Thailand.
2. To encourage visitor and exhibitor from aforementioned territories with the TCEB campaign "ASEAN+6 Privilege" and "Exhibiz in Market"
3. To encourage potential exhibitors to join the trade shows in Thailand.



4. To recruit potential visitor/ group visitors to join the trade shows in Thailand.
5. To recruit potential exhibitor/ international pavilion to exhibit in trade shows in Thailand.
6. To assist TCEB in promoting the awareness of Thailand as the Exhibition hub of ASEAN.
7. To build networking between TCEB, Thai organizers and other counterparts in Exhibition Industry, governments and associations in designated countries.
8. To encourage and increase the opportunities in bringing international trade exhibitions from those 4 territories to be held in Thailand.
9. To acquire local database of potential targets in the aforementioned territories including lists of exporters, sales agent, business trade associations, exhibition of MICE bureau, government agencies and etc.

5. Scope of Work

1. To act on behalf of TCEB and provide sufficient information to the targets.
2. To support and derive the development of the exhibition sectors in Thailand with potential leads & groups of delegates.
3. To lead potential organizers from Greater China (China, Hong Kong, Macau, and Taiwan) when there is a clear near-term opportunity.
4. To lead potential exhibitor promoter in those mentioned 4 territories to exhibit international pavilion at international trade shows in Thailand
5. To lead potential visitor promoter in those mentioned 4 territories to visit international trade shows in Thailand
6. To be in charge of promoting exhibition industry in Thailand in the China, Hong Kong, Macau and Taiwan territory
7. To support and arrange all TCEB's promotional activities (ASEAN + 6 Privilege and Exhibiz in Market) in those mentioned 4 territories.
8. To support promoting exhibitions in Thailand through marketing communication activities.
9. To provide effective research and information related to the exhibition market in the territory.
10. To perform sales visit, sales call or one on one meeting with potential targets in order to strengthen and maintain relationship.



11. To be responsible for building up the Visitor Promotion (focus), Organizers (focus) and Exhibitor Promotion (focus) database throughout territories for each respective category.
12. To provide the organization service of events such as press conference, introductory seminar, road show, etc.
13. To provide market plan and activities in line with the marketing demand.
14. To prepare market information, marketing tendencies and demand which will encourage MICE to Thailand.
15. To provide the cooperation with Marketing and PR agencies, to cooperate with other agencies, to provide training program relating to MICE of Thailand as a representative of TCEB in China, Hong Kong, Macau and Taiwan.
16. To provide the good relationship or cooperate with all government bodies and private sectors such as travel agencies, trade association which are business strategic partners in China, Hong Kong, Macau and Taiwan including the Thai agency in China, Hong Kong, Macau and Taiwan including other business alliances.
17. To participate marketing activities as designated by TCEB.
18. To join activities for building up a good relationship with the mass media for PR in the territory including releasing or collecting of new the photograph and clippings related to TCEB.
19. To produce monthly report.
20. 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.

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

12 Months from October 2021 to September 2022

8. Delivery of work

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

1. To appraise the monthly performance of contractor for retainer payment approval, contractor is required to submit reports which indicate the detailed of the executed activities as described in Scope of Work, competitive analysis, Exhibition industry trend and information update that are beneficial to TCEB.
Formal performance reviews by TCEB as per agreed Key Performance Indicators (KPIs)
2. The contractor must abide by the report content template which advised by TCEB. The report must be submitted as per following timelines;
 - a. Monthly Report – every 25th of each month (12 month)
 - b. Annual Report – at the end of Contract (1 report)

9. Term of Payment

TCEB shall pay contractor for the provision of the services a total of USD 96,300 (Thailand's Vat included). During the 12 month-period from October 2021 to September 2022, the payment of USD 8,025 (Thailand's Vat included) will be made every month after the Monthly Report is submitted and approved by the Inspection Committee.



10. Performance Security

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

11. Stamp duty

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

12. Penalties Fee

TCEB stipulates conditions in the event that the contractor is unable to submit deliverables within the time specified in the scope of work, The Contractor will pay a penalty at the rate of 0.1 percent of the undeliverable work fees, but not less than 100 baht per day.

13. Cancellation

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

14. Ownership of data and documents

14.1 Documents/data/work pieces/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. 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.



KPI 2022 : Representative Greater China

Indicators	KPI	Remark
Number of new leads	50	
Number of new show	2	
Number of visitors (both onsite and online)	100 pax	
Number of EiM	500 sqm	
Number of business trade info	30 news	Greater China News – 20 TCEB News through BSG channels – 12
Monthly Reports	12	
Asian Business Media Tracker	12	
No. of roadshow/forum/one on one meeting	3	3 trip will be costed by BSG and extra or Roadshow will be costed by TCEB HQ
Market Research (Depth research)	2	
Trade Fair Industry in Asia Report	1	

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

- Market study *2
- Event participation *2
- Focus meeting *1

** TCEB reserves the right to select and/or activity to replace additional KPI's

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www.bsgasia.com

BUSINESS STRATEGIES GROUP
Suite 4114, Hong Kong Plaza
188 Connaught Road West
Hong Kong

Tel: +852 2525 6120
Fax: +852 2525 6171
Email: info@bsgasia.com
Website: www.bsgasia.com

Monday, 11 October 2021

Quotation code: SA591

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

• QUOTATION

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

	USD
Fee as agreed for October 2021	\$ 3,210.00
Fee as agreed for November 2021 – September 2022 (\$8,025/Month)	\$ 88,275.00
Total amount (VAT included)	\$ 91,485.00

Mark Cah



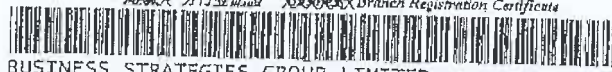
Legal

正本
ORIGINAL

表格 1 FORM 1
(商業登記條例) (第 310 章)
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
(商業登記規例)
[regulation 5]

XXXXXX
XXXXXX

XXXXXX 分行登記證 XXXXXX Branch Registration Certificate



業務 / 法團所用名稱
Name of Business/
Corporation BUSINESS STRATEGIES GROUP LIMITED

業務 / 分行名稱
Business/
Branch Name BUSINESS STRATEGIES GROUP LIMITED

地址
Address FLAT/RM 4114 41/F
HONG KONG PLAZA
188 CONNAUGHT ROAD WEST
HK

業務性質
Nature of Business CONSULTANCY

法律地位
Status BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
12/11/2018	11/11/2021	30589654-001-11-18-4	\$939 (登記費 FEE = \$189) (徵費 LEVY = \$750)

請注意下列《商業登記條例》的規定：

Please note the following requirements of the Business Registration Ordinance:

- 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
- 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。
- Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
- Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

繳款時請將此商業X分行登記證及繳款通知書完整交出，在付款後，本繳款通知書方成為有效的商業X分行登記證。(請參閱背頁繳款辦法所載內容。)

Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid ~~XXXXXX~~branch registration certificate upon payment. (Please see payment instructions overleaf.)

徵印所承登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

REGD 02/11/18 BUSINESS 30589654-001

\$939.00



Legal

Handwritten signature



公司註冊處
Companies Registry

周年申報表 Annual Return

Appendix D

表格
Form

NAR1

公司編號 Company Number

694331

註 Note

1 公司名稱 Company Name

Business Strategies Group Limited

2 商業名稱(如有的話) Business Name (If any)

(Nil)

3 公司類別 Type of Company

請在適用的空格內加上 ✓ 號 Please tick the relevant box

私人公司
Private company

公眾公司
Public company

擔保有限公司
Company limited by guarantee

4 本申報表的結算日期
Date to which this Return is Made Up

12

11

2017

日 DD

月 MM

年 YYYY

(如屬私人公司, 本申報表應列載截至公司成立為法團的周年日期的資料。

如屬公眾公司, 申報表的結算日期應為該公司的會計參照期結束後的 6 個月屆滿之日。

如屬擔保有限公司, 申報表的結算日期應為該公司的會計參照期結束後的 9 個月屆滿之日。

For a private company, the information in this return should be made up to the anniversary of the date of its incorporation.

For a public company, the return should be made up to the date that is 6 months after the end of its accounting reference period.

For a company limited by guarantee, the return should be made up to the date that is 9 months after the end of its accounting reference period.)

5 隨本表格交付的財務報表所涵蓋的會計期
Period Covered by Financial Statements Delivered with this Form

(私人公司無需填報此項 A private company need not complete this section)

日 DD 月 MM 年 YYYY

至

To

日 DD 月 MM 年 YYYY

6 註冊辦事處地址 Address of Registered Office

812 Silvercord, Tower 1, 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong

7 提交人資料 Presentor's Reference

姓名 Name: Moore Stephens Associates Limited

地址 Address: 812 Silvercord, Tower 1,
30 Canton Road,
Tsimshatsui, Kowloon
Hong Kong

電話 Tel: 2375 3180 傳真 Fax: 2375 3828

電郵 Email:

檔號 Reference: 26130022, Due Date: 24/12/2017

請勿填寫本欄 For Official Use



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表格
Form

NAR1

公司編號 Company Number

694331

① 7 電郵地址 Email Address

mark@bsgasia.com

8 按揭及押記 Mortgages and Charges

截至本申報表的結算日期，所有根據《公司條例》須向公司註冊處處長登記的，或若於 1912 年 1 月 1 日後設定便須如此登記的按揭及押記的負債總額
Total amount of the indebtedness as at the date to which this return is made up in respect of all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to the Companies Ordinance or would have been required to be so registered if created after 1 January 1912

(Nil)

9 無股本公司的成員人數 Number of Member(s) of a Company Not Having a Share Capital
(有股本的公司無須填報此項 Company having a share capital need not complete this section)

截至本申報表的結算日期的成員人數

Number of Member(s) as at the Date to which this Return Is Made Up

N/A

② 10 股本 Share Capital

(無股本的公司無須填報此項 Company not having a share capital need not complete this section)

截至本申報表的結算日期 As at the Date to which this Return is Made Up				
股份的類別 (如普通股/ 優先股等) Class of Shares (e.g. Ordinary/ Preference etc.)	貨幣單位 Currency	已發行股份 Issued Shares		
		總數 Total Number	總款額 Total Amount	已繳或視作 已繳的總款額 Total Amount Paid up or Regarded as Paid up
Ordinary	HKD	20	20.00	20.00
總數 Total	HKD	20	20.00	20.00

第二頁 Page 2



Legal

11 公司秘書 Company Secretary

A. 公司秘書 (自然人) Company Secretary (Natural Person)

(如超過一名公司秘書屬自然人，請用續頁 A 填報 Use Continuation Sheet A if more than 1 company secretary is a natural person)

中文姓名 Name in Chinese	(Blank Section)	
英文姓名 Name in English	姓氏 Surname	
	名字 Other Names	
前用姓名 Previous Names	中文 Chinese	
	英文 English	
別名 Alias	中文 Chinese	
	英文 English	
13 香港通訊地址 Hong Kong Correspondence Address		
	地區 Region	香港 / HONG KONG
14 電郵地址 Email Address		

15 身分證明 Identification

(a) 香港身分證號碼 Hong Kong Identity Card Number									
(b) 護照 Passport	簽發國家 Issuing Country								
	號碼 Number								

B. 公司秘書 (法人團體) Company Secretary (Body Corporate)

(如超過一名公司秘書屬法人團體，請用續頁 A 填報 Use Continuation Sheet A if more than 1 company secretary is a body corporate)

16 中文名稱 Name in Chinese	(Nil)
16 英文名稱 Name in English	First Island Secretaries Limited
17 香港地址 Hong Kong Address	812 Silvercord, Tower 1, 30 Canton Road, Tsimshatsui, Kowloon
	地區 Region
	香港 / HONG KONG
18 電郵地址 Email Address	(Nil)
公司編號 Company Number	49295



694331

12 董事 Directors

A. 董事 (自然人) Director (Natural Person)

(如超過一名董事屬自然人，請用網頁 B 填報 Use Continuation Sheet B if more than 1 director is a natural person)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

18

身分

Capacity

董事

Director

候補董事

Alternate Director

代替 Alternate to

(Nil)

中文姓名

Name in Chinese

(Nil)

英文姓名

Name in English

姓氏

Surname

Woodward

名字

Other Names

Paul Steven

前用姓名

Previous Names

中文

Chinese

(Nil)

英文

English

(Nil)

別名

Alias

中文

Chinese

(Nil)

英文

English

(Nil)

19

住址

Residential

Address

Rosecroft House

Croft Mews

London, N12 8TR

國家/地區

Country/Region

United Kingdom

20

電郵地址

Email Address

woodward.paul@gmail.com

21

身分證明 Identification

(a) 香港身分證號碼

Hong Kong Identity Card Number

K 2 9 0 3 2 3 (7)

(b) 護照

Passport

簽發國家

Issuing Country

(Nil)

號碼

Number

(Nil)



Handwritten initials/signature

表格
Form **NAR1**

公司編號 Company Number

694331

12 董事 Directors (續上頁 cont'd)

B. 董事 (法人團體) Director (Body Corporate)

(如超過兩名董事屬法人團體，請用續頁 C 填報 Use Continuation Sheet C if more than 2 directors are body corporate)

請在適用的空格內加上 ✓ 號。 Please tick the relevant box(es)

18 1 身分 Capacity 董事 Director 候補董事 Alternate Director 代替 Alternate to

中文名稱 Name in Chinese (Blank Section)

英文名稱 Name in English

22 地址 Address

國家 / 地區 Country / Region

20 電郵地址 Email Address

公司編號 Company Number (只適用於在香港註冊的法人團體) (Only applicable to body corporate registered in Hong Kong)

請在適用的空格內加上 ✓ 號。 Please tick the relevant box(es)

18 2 身分 Capacity 董事 Director 候補董事 Alternate Director 代替 Alternate to

中文名稱 Name in Chinese (Blank Section)

英文名稱 Name in English

22 地址 Address

國家 / 地區 Country / Region

20 電郵地址 Email Address

公司編號 Company Number (只適用於在香港註冊的法人團體) (Only applicable to body corporate registered in Hong Kong)



Legal

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12 董事 Directors (請上頁 cont'd)

C. 備任董事 Reserve Director

(只適用於只有一名成員而該成員同時亦是唯一董事的私人公司)
(Only applicable to a private company with only one member who is also the sole director of the company)

中文姓名 Name in Chinese	(Blank Section)											
英文姓名 Name in English	姓氏 Surname											
	名字 Other Names											
前用姓名 Previous Names	中文 Chinese											
	英文 English											
別名 Alias	中文 Chinese											
	英文 English											
19 住址 Residential Address												
	國家/地區 Country/Region											
20 電郵地址 Email Address												
21 身分證明 Identification												
(a) 香港身分證號碼 Hong Kong Identity Card Number	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>											
(b) 護照 Passport	簽發國家 Issuing Country											
	號碼 Number											



表格
Form

NAR1

公司編號 Company Number

694331

23 13 有股本公司的成員詳情 Particulars of Member(s) of a Company Having a Share Capital
(有股本的公司必須填報此項 Company having a share capital must complete this section)

請在適用的空格內加上 ✓ 號 Please tick the relevant box

非上市公司的成員詳情列於附表一
Particulars of members of a non-listed company are listed in Schedule 1

上市公司的成員詳情列於附表二
Particulars of members of a listed company are listed in Schedule 2

24 14 公司紀錄 Company Records

(如空格不足，請用紙頁 D 填報 Use Continuation Sheet D if the space provided is insufficient)

公司備存下列紀錄的地址(如並非備存於第 6 項所述的註冊辦事處內)
Address where the following company records are kept (if not kept at the registered office stated in Section 6)

公司紀錄 Company Records	地址 Address
N/A	

15 陳述書 Statement

(如屬私人公司，請在空格內加上 ✓ 號以作出此項陳述 For a private company, please tick the box to make the Statement)

現述明公司自最近一份周年申報表的結算日期起(如屬首份周年申報表，則自公司成立為法團的日期起)，並沒有發出邀請，以邀請公眾人士認購公司的任何股份或債權證；同時如成員人數於本申報表的結算日期當日超過五十名，則超出五十名之數的成員，全屬根據《公司條例》第 11(2)條於計算公司成員人數時不包括在內的人。
The company has not, since the date of the last annual return (or since the date of incorporation in the case of the first annual return), issued any invitation to the public to subscribe for any shares or debentures of the company and that if the number of members of the company exceeds 50 as at the date of this return, the excess consists wholly of persons who, under section 11(2) of the Companies Ordinance, are excluded in the calculation of the number of members of the company.

25

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《董事責任指引》，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read 'A Guide on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide.

本申報表包括下列續頁 This Return Includes the following Continuation Sheet(s)

續頁 Continuation Sheet(s)	A	B	C	D
頁數 Number of pages	0	1	0	0

6

簽署 Signed

姓名 Name

Mark Cochrane

日期 Date

13/11/2017

董事 Director / 公司秘書 Company Secretary

日 DD / 月 MM / 年 YYYY

* 請刪去不適用者 Delete whichever does not apply

第七頁 Page 7



本申報表的結算日期
Date to which this Return is Made Up

12	11	2017
日 DD	月 MM	年 YYYY

公司編號 Company Number

694331

25 非上市公司的成員詳情 (第 13 項)

Particulars of Member(s) of a Non-listed Company (Section 13)

(有股本的非上市公司必須填報此頁。如空位不足，或超過一類股份，可另加附表一。)
(Non-listed company having a share capital must complete this page. If the space provided is insufficient, or if there is more than one class of shares, please use additional Schedule 1.)

截至本申報表的結算日期的成員詳情 Particulars of Member(s) as at the Date to which this Return is Made Up

股份類別 Class of Shares

Ordinary

此類別股份的已發行總數 Total Number of Issued Shares in this Class

20

姓名/名稱 Name	地址 Address	股份 Shares		備註 Remarks	
		現時持有量 Current Holding	轉讓* Transferred *		
			數目 Number		日期 Date
Infospeed Investment Limited	812 Silvercord, Tower 1, 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong	19			change of address
Mark Cochrane	Flat 1A, Block AB, Fulham Garden, 84 Pok Fu Lam Road, Hong Kong	1			

* 如公司的股份自上一份周年申報表日期以來(如屬首份周年申報表，則自公司成立為法團以來)有任何轉讓，有關詳情亦請一併申報；股份受讓人的姓名/名稱請在「備註」一欄註明。

* If there have been any transfers of the company's shares since the date of the last annual return (or since incorporation if this is the first annual return), please also provide details of the transfers; the name of the transferee should be stated in the 'Remarks' column.



表格 **NAR1**
Form

續頁 B Continuation Sheet B

本申報表的結算日期
Date to which this Return is Made Up

12	11	2017
日 DD	月 MM	年 YYYY

公司編號 Company Number

694331

董事詳情 (自然人) (第 12A 項) Details of Director (Natural Person) (Section 12A)

請在適用的空格內加上 ✓ 號。 Please tick the relevant box(es)

16 身分 Capacity 董事 Director 候補董事 Alternate Director

代替 Alternate to: (Nil)

中文姓名 Name in Chinese: (Nil)

英文姓名 Name in English: 姓氏 Surname: Cochrane
名字 Other Names: Mark

前用姓名 Previous Names: 中文 Chinese: (Nil)
英文 English: (Nil)

別名 Alias: 中文 Chinese: (Nil)
英文 English: (Nil)

19 住址 Residential Address: Flat 1A, Block AB
Fulham Garden
84 Pok Fu Lam Road
國家/地區 Country/Region: Hong Kong

20 電郵地址 Email Address: mark@bsgasia.com

21 身分證證明 Identification

(a) 香港身分證號碼 Hong Kong Identity Card Number: P 7 3 9 9 9 5 (6)

(b) 護照 Passport: 簽發國家 Issuing Country: (Nil)
號碼 Number: (Nil)



Handwritten signature



BUSINESS STRATEGIES GROUP
Suite 4114, Hong Kong Plaza
188 Connaught Road West
Hong Kong

Thursday, 14 Oct 2021

Quotation code: SA591

Tel: +852 2525 6120
Fax: +852 2525 6171
Email: info@bsgasia.com
Website: www.bsgasia.com

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

Letter of contract guarantee

Regarding to the contract of Greater China Representative (China, Hong Kong, Macau, and Taiwan) for TCEB's Exhibition Department, we would like you to continue keeping the deposit contract 63-127 with amount USD 5,700 which was deposited for the contract guarantee of the year 2021 in TCEB's account for the contract guarantee of the year 2022. Lastly, please deduct stamp duty from the first payment. Thank you so much for your cooperation.

A handwritten signature in black ink, appearing to read 'Mark Chan', is written over a light blue circular stamp.



Legal