

Europe Representative Employment Agreement

Agreement no. 65-027

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 March 24th, 2022, 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., Registration Number 201616585K, which has registered as a juristic person at Singapore, having its registered office 160 Robinson Road #26-04 Singapore (068914), represented by the authorized person, Mr. Bjoern Kempe, who held passport number C4JH1N5V0, hereinafter referred as the "**Representative**" on the other part.

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

Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission to perform the service of Europe Representative Employment Agreement for the Activity of Exhibition's Overseas Marketing Representatives (European Market : Germany, UK, France, and Italy), which be according to the terms and conditions of this Agreement, including Appendix 1 Terms of Reference ("TOR"), Appendix 2 Expos Asia Pte. Ltd.'s proposal, Appendix 3 Expos Asia Pte. Ltd.'s Quotation, (hereinafter referred to as "the Work").

The representative shall begin work on March 25th, 2022, and shall complete the works under the Agreement within January 18th, 2023.

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

Clause 2. DOCUMENTS THAT ARE PART OF THE AGREEMENT

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

- 2.1 Appendix 1 Terms of Reference (TOR), all 7 (seven) pages.
- 2.2 Appendix 2 Expos Asia Pte. Ltd.'s proposal, all 4 (four) pages.
- 2.3 Appendix 3 Expos Asia Pte. Ltd.'s Quotation, all 2 (two) pages.

2.4 Appendix 4 Expos Asia Pte. Ltd.'s corporate documents and passport, all 40 (forty) pages.

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

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

Clause 3. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, in the amount of THB 72,000 (seventy-two thousand Baht) 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 which is not exceed in the amount of THB 1,440,000 (one million, four hundred and forty thousand Baht) (Thailand's VAT included).

TCEB shall effect payment to the Representative, in accordance with the term of payment which set forth in Appendix 1 Terms of reference (TOR) and Appendix 3 Expos Asia Pte. Ltd.'s Quotation, The payment will be made the following:

- 1) The 1st payment of THB 400,000 (four hundred thousand baht) (Thailand's VAT included), which is equal to 100% (one hundred) of cost in Phase 1 of the quotation, shall be paid to the Representative when the Representative delivers the work set forth in Phase 1 article 8.1 (specified in Appendix 1 and Appendix 3).
- 2) The 2nd payment of THB 350,000 (three hundred and fifty thousand baht) (Thailand's VAT included), which is equal to 100% (one hundred) of cost in Phase 2 of the quotation, shall be paid to the Representative when the Representative delivers the work set forth in Phase 2 article 8.2 (specified in Appendix 1 and Appendix 3).
- 3) The 3rd payment of THB 370,000 THB (three hundred and seventy thousand baht) (Thailand's VAT included), which is equal to 100% (one hundred) of cost in Phase 3 of the quotation, shall be paid to the Representative when the Representative delivers the work set forth in Phase 3 article 8.3 (specified in Appendix 1 and Appendix 3).
- 4) The 4th payment of THB 120,000 (one hundred and twenty thousand baht) (Thailand's VAT included), which is equal to 100% (one hundred) of cost in Phase 4 of the quotation, shall be paid to the Representative when the Representative delivers the work set forth in Phase 4 article 8.4 (specified in Appendix 1 and Appendix 3).
- 5) The last payment of THB 200,000 (two hundred thousand baht) (Thailand's VAT included), which is equal to 100% (one hundred) of cost in Phase 5 of the quotation, shall be paid to the Representative when the Representative delivers the work set forth in Phase 5 article 8.5 (specified in Appendix 1 and Appendix 3).

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

In the case that TCEB assigns the Representative to perform the Service apart from mentioned under Clause 1, TCEB agrees to pay an additional remuneration or expense to the

Representative according to the rate of remuneration for the performance of service as a mutually agreed proposals.

Clause 5. DUTIES AND LIABILITIES OF THE REPRESENTATIVE

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

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

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

Endorsement or approval or consent to any work or work of the Representative or payment of wages by TCEB does not 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 personnel of the Representative, to become an employee of the government or a relationship as an employee of an employer under labor law or state enterprise labor law or labor protection law in any way.

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

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

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

Clause 10. MODIFICATION OF WORK AND AGREEMENT RENEWAL

The Representative certifies that it has thoroughly examined and understood the details of the Work already. If it appears that the details of the Work incorrect or deviate from the professional and technical principles, the Representative agrees to comply with the decision of TCEB, the Inspection Committee, in order 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 the Service fee that specified in Terms of payment of Appendix 1 TOR attached this Agreement to the Representative, calculated from the date of operation until the date of termination. In addition, TCEB will return performance Security, as well as compensation for travelling costs and expenses that have been appropriately and actually advanced, which TCEB has not paid to the Representative as well. However, all compensation and payment already paid shall not exceed the Service fee under Clause 4.

Clause 14. Stamp duty

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

Clause 15. Copyright


The Copyright of all documents prepared by the Agreement or in connection with the Agreement rests with TCEB. All documents prepared by the Agreement or in connection


with the Agreement shall be confidential and shall be the property of TCEB. The 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.

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

Signed  Representative
(by Mr. Bjoern Kempe)
EXPOS ASIA PTE. LTD.

Signed:  Witness
(Ms. Kanokporn Damrongkul)
Thailand Convention & Exhibition Bureau
(Public Organization)

Signed:  Witness
(JEXIU TANG)
EXPOS ASIA PTE. LTD.

Project number 65027365362

Legal



อ.ส.5 ใบสลักหลังตราสาร

เลขที่ 11711
วันที่ 24 มีนาคม 2565

เลขประจำตัว 0994000112165 เลขที่สาขา
ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการค้าต่างประเทศและพิธีการศุลกากร (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขจัดสรรประจำปี
ห้องเลขที่ -
หมู่บ้าน -
เลขที่ 989 ถนนวิภาวดีรังสิต A2, B1 และ B2
ต.รังสิต/จ.ปทุมธานี
ถนน พระราม 1
เขต/อำเภอ ปทุมธานี
รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามพารารักษ์ทาวเวอร์
ชั้นที่ 25, 26
หมู่ที่ -
แยก -
แขวง/ตำบล ปทุมวัน
จังหวัด กรุงเทพมหานคร



ผู้สัญญา

เลขประจำตัวผู้เสียภาษีอากร เลขที่สาขา
ชื่อ EXPOS ASIA PTE LTD.

ได้เสียภาษีแสดงมีเป็นตัวแทนเงินสำหรับชำระตามบัญชีอัตราภาษีแสดงมี ปี 4
ลักษณะตราสาร อ้างท้ายลง ดังนี้ :

	บาท	สต.
มูลค่าตราสาร	1,345,794	39
ค่าอากรแสดงมี	1,346	00
เงินเพิ่ม	0	00
รวมเงิน	1,346	00

จำนวนเงินเป็นตัวเลข (หนึ่งพันสามร้อยสี่สิบหกบาทถ้วน)

กรมวิเทศธุระ เลขที่ 011177

ลงวันที่ 24 มีนาคม 2565

เลขระบุเอกสาร อ.ส.4 คือ 01003071-25650324-1-06-000025

ลงชื่อ

(นางสาวศุภาพิชญ์ บัวเกต)

ตำแหน่ง - เจ้าพนักงานสรรพากรปฏิบัติงาน - -

ใบสลักหลังตราสารนี้ละสมประสงค์เมื่อพนักงาน เจ้าหน้าที่ยกเลิกการชำระภาษีของหน่วยงานเก็บภาษีอากร
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว



Terms of Reference
For The Specific Procurement Method

1. Name of the Project

Project: Leading new international trade exhibition, aviation & logistics trade exhibition and enhancement local exhibition stakeholder in Eastern Economic Corridor (EEC)

Activity: Exhibition's Overseas Marketing Representatives / Pay Per Performance (European Market: Germany, UK, France, and Italy)

2. Budget

Amount of 1,440,000 THB (Thailand's VAT included) (Thai Baht)

3. Background of the Project

As one of the most important markets of exhibition industry with a significant number of business travelers and world iconic exhibitions generating revenues for its destinations, European Country (Germany, UK, France, and Italy) needs to be targeted as Thailand's source market for exhibition industry. Representative in European, called contractor in this Terms of Reference, will promote Thailand as an exhibition destination, lead new potential show to launch in Thailand 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 Thailand as a destination for World ICONIC Events
2. To encourage potential organizer to lead 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 assist TCEB in promoting the awareness of Thailand as the Exhibition hub of ASEAN.

5. To build networking between TCEB, Thai organizers and other counterparts in Exhibition Industry, governments, and associations in designated countries.
6. To assist TCEB with insight industry market in designated countries

5. Scope of Work

1. To research and analyze industry market of potential World ICONIC Events to launch in Thailand at least 10 shows, including all information related to market insight, competitor analysis, possibility to launch show in Thailand.
2. To provide update insight information related to movement of exhibition key organizer and related exhibition organization in the territory (Germany, UK, France and Italy) including 10 World ICONIC Events movement and analysis according to scope of work topic 1. at least 10 reports in PowerPoint format and 4 reports for exhibition industry market analysis including trend, government's support policy and competitor analysis which will encourage new opportunity for Thailand to attract new show.
3. To act on behalf of TCEB and provide sufficient information and promote Thailand's exhibition to the targets.
4. To correspondence to arrange invitation potential organizers from designate countries to participate TCEB's functions in Thailand or Oversea at least 2 activities. This including travel and accommodation expense for representative to participate function within representative's country.
5. To support promoting exhibitions in Thailand through marketing communication activities.
6. To provide the good relationship or cooperate with all related organization including other business alliances by arrange meeting for TCEB, Thailand's Exhibition stakeholder and the contractor (as TCEB's representative) with potential organization online/onsite at least 8 meetings.
7. To lead potential organizers from European Country to apply TCEB's The Exhibition Support Program: New Show by submit application through RFS online support up to 1 activity
8. To participate marketing activities as designated by TCEB.

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

300 days from the date of signing the contract

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:

Phase 1

8.1 To appraise the contractor for retainer payment approval, contractor is required to submit reports which indicate the detailed of analysis including all information related to market insight, competitor analysis, possibility to launch show in Thailand of at least 10 potential world iconic shows in PowerPoint presentation format within 60 days from the date of signing contract.

Phase 2

8.2 The contractor must combine 10 reports of exhibition key organizer movement and 4 reports of exhibition industry market analysis in PowerPoint format together and submit as 1 report within 30 days after finished all reports. This will not exceed 300 days from the date of signing contract

Phase 3

8.3 The contractor must submit summary report of 2 activities according to scope of work topic 4 which is to correspondence to arrange invitation to potential organization to participate activities in Thailand or Oversea decide by TCEB in PowerPoint format within 30 days after finished the last activity. This will not exceed 300 days from the date of signing the contract.

Phase 4

8.4 The contractor must submit summary report of 8 meetings arrangement according to scope of work topic 6 for TCEB, Thai Exhibition Stakeholder, or the contractor on behalf of TCEB with potential organizer or related organization to launch show in Thailand in PowerPoint format within 30 days after finishing the last meeting. This will not exceed 300 days from the date of signing the contract.

Phase 5

8.5 The contractor must submit the documents for applying for The Exhibition Support Program 2022 New Show from the organizers within 30 days after the organizers request support from TCEB. (According to the criteria The Exhibition Support Program 2022 New Show) by requesting support for 1 event through RFS Online, counting as 1 delivery of work. This will not exceed 300 days from the date of signing the contract.

9. Term of Payment

Terms of payment to be divided by phase. It is divided into different parts as follows

Payment 1: TCEB shall pay contractor 100% of cost in Phase 1 of quotation when the contractor submitted according to phase 1 requirement and approved by the Inspection Committee.

Payment 2: TCEB shall pay contractor 100% of cost in Phase 2 of quotation when the contractor submitted report according to phase 2 requirement and approved by the Inspection Committee

Payment 3: TCEB shall pay contractor 100% of cost in Phase 3 of quotation when the contractor submitted report according to phase 3 requirement and approved by the Inspection Committee

Payment 4: TCEB shall pay contractor 100% of cost in Phase 4 of quotation when the contractor submitted report according to phase 4 requirement and approved by the Inspection Committee.

Payment 5: TCEB shall pay contractor 100% of cost in Phase 5 of quotation when the contractor submitted report according to phase 5 requirement and approved by the Inspection Committee.

10. Performance Security

The contractor has to provide the performance security in the amount of 5% 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.

Legal

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. Penalty 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.
2. TCEB reserves the right not to choose the lowest proposer, but it will consider from the criteria used in the overall selection process.
3. The selected proposer must work along with TCEB. Any decision-making must be obtained the prior consent from TCEB.
4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decision.
5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected proposer.

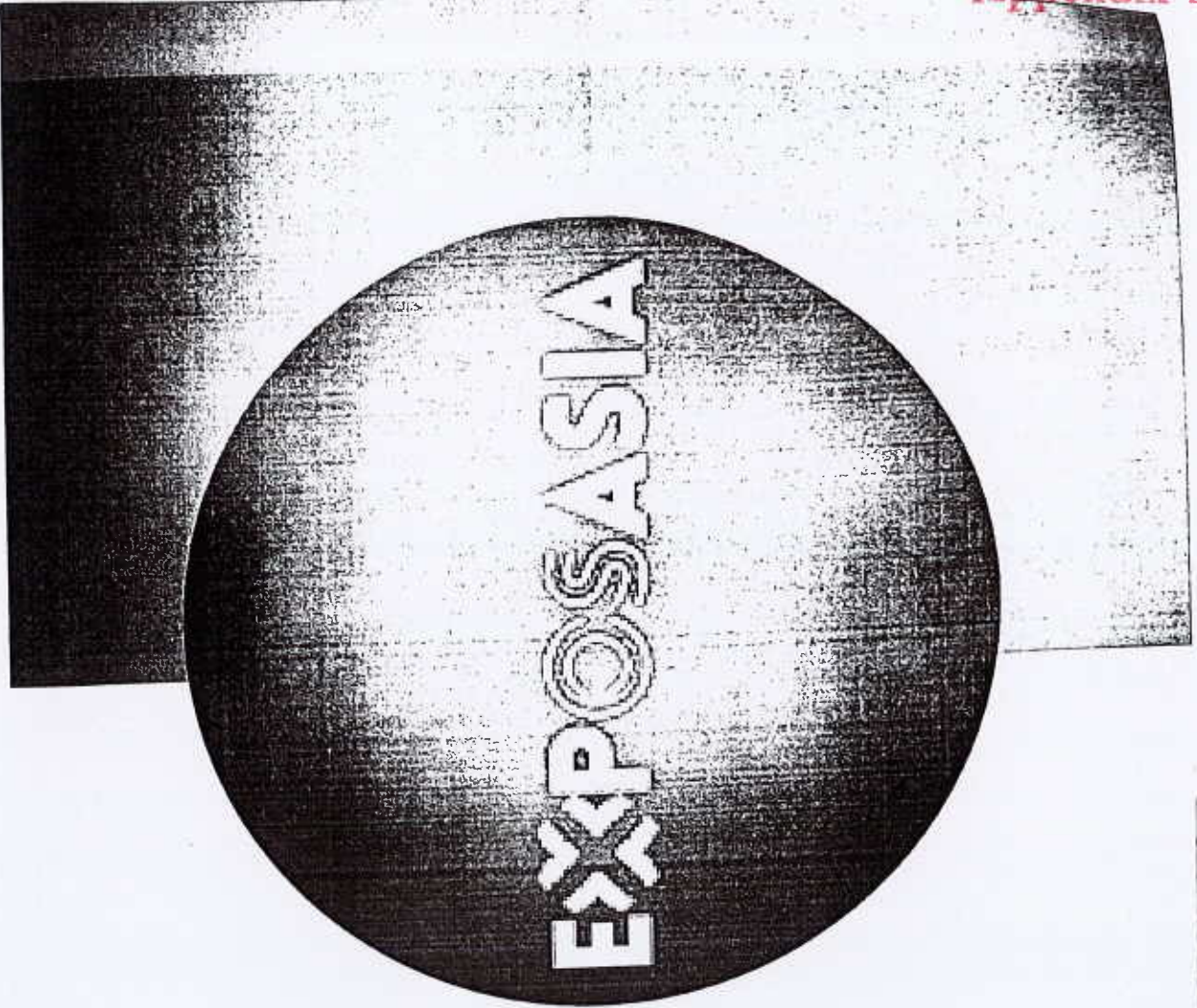


For more information, please contact:

1. Ms. Chatvadee Meesuk
Manager, Exhibition Department
Email: Chatvadee_m@tceb.or.th
Telephone 02 694 6000 ext. 6039

+++++

**PROPOSAL
ACTIVITIES FOR
2022**



S. b. w.

Legal

PROPOSAL ACTIVITIES FOR 2022

EXPONASIA

Phase	Activities	Work Timeline
1	Prepare information for 10 World Iconic exhibitions analysis report (focus industry) and update movement, arrange priority, potential to launch in Thailand, market and competitor analysis in PowerPoint Format	Within 60 days after contract signed
2	Preparation for Market Insight in Power Point Format including <ul style="list-style-type: none">• 10 reports for key organizers and exhibition organization movement including 10 World Iconic Events movement analysis• 4 reports for exhibition market & trend update, competitor movement analysis, government support policy	Within 30 days after finish all report but not exceed 300 days after contract signed

legal



PROPOSAL ACTIVITIES FOR 2022

EXPOSASIA

Phase	Activities	Work Timeline
3	<p>Arrange Function : Corresponded to arrange potential organization to launch show in Thailand to join TCEB's functions in Thailand or oversea at least 2 activities</p> <ul style="list-style-type: none"> Propose and Invite guess to join function in Thailand or oversea, invitation preparation, invitation mail, mega fam trip, news update 	<p>Within 30 days after finish the last activity but not exceed 300 days after contract signed</p>
4	<p>Online/Offline meeting arrangement for TCEB and Thai Exhibition Stakeholders including Expos Asia as TCEB representative with International Exhibition Stakeholders at least 8 meetings and submit report in PowerPoint Format</p>	<p>Within 30 days after finish the last activity but not exceed 300 days after contract signed</p>
5	<p>Invite potential organizer to launch new show in Thailand and request for support (RFS) from TCEB at least 1 show</p>	<p>Submit document within 30 days after organizer request support from TCEB but not exceed 300 days after contract signed</p>

B. K.

Legal

Mr. Bjoern Kempe

Managing Director

EXPOS ASIA PTE LTD

160 Robinson Road, #26-04 Singapore 0688914

T +65 97316948

M +86 13818589894

Work Email bk@exposasia.com

www.exposasia.com

Area of Services

European Countries

• **Germany**

• **UK**

• **France**

• **Italy**



Bj

Legal



EXPOS ASIA PTE LTD

160 Robinson Road, #26-04 Singapore
068914

T +65 97316948

M+86 13818589894

Work Email bk@exposasia.com

Date February 24, 2022

To : Thailand Convention and Exhibition Bureau (Public Organization)

SIAM PIWAT Tower Bld, Fl 25-26

979 Rama 1, Pathumwan, Bangkok, 10330, Thailand

Attn: Exhibition Department

Subject : Proposal for Business Development / Representative Europe Region 2022

We would like to present the following proposal for our business activities in Europe Region for the year 2022

	Item	Quantity	Budget (THB)
1	World Iconic exhibition analysis report (focus industry) and update movement, arrange priority, potential to launch in Thailand, market and competitor analysis	10 Exhibitions	400,000
2	Market insight update <ul style="list-style-type: none"> • 10 reports for key organizers and exhibition organization movement including 10 World Iconic Events movement analysis • 4 reports for exhibition market & trend update, competitor movement analysis, government support policy 	10 Reports 4 Reports	350,000
3	Function Arrangement Corresponded to arrange potential organization to launch show in Thailand to join TCEB's functions in Thailand or oversea <ul style="list-style-type: none"> • Propose and Invite guess to join function in Thailand or oversea, invitation preparation, invitation mail, mega fam trip, news update 	2 Activities	370,000

Legal

4	Meeting arrangement for TCEB online /offline	8 Meetings	120,000
5	Invite potential organizer to launch new show in Thailand and request for support (RFS) from TCEB	1 Event	200,000
	Total Cost (Including VAT)		1,440,000

Payment terms & Duration

100% Payment after each submission of each phase

Bank Details

IN SINGAPOR DOLLARS

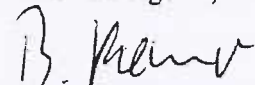
Expo Asia Pte Ltd

United Overseas Bank (UOB) / UOB 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

Legal