

North America Representative Employment Agreement

Agreement no. 64-107

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 16th December, 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

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Development Counsellors International, Ltd. ("DCI"), company registration number is FEIN 13-1945303, which has registered as a juristic person at United States, having its principal office located at 215 Park Avenue South, New York, NY 10003, United States, represented by the authorized person, Ms. Karyl Leigh Ropke, who held the passport's number 506160047, hereinafter referred as the "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 North America Representative Employment for the Project of Convention's Overseas Marketing Representative Employment, which be according to the Terms and Conditions of this Agreement including Appendix 1 Terms of Reference ("TOR"), Appendix 2 Development Counsellors International, Ltd.'s proposal, Appendix 3 Services by Development Counsellors International, Ltd., Appendix 4 Reimbursement of Expenses and Appendix 5 Representative KPIs FY2022, (hereinafter referred as "the Work").

The Representative started working from 1st October, 2021 and shall complete the Work under the Agreement within the day 30th 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 Terms of Reference (TOR), all 5 (five) pages.

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2.2 Appendix2 Development Counsellors International, Ltd.'s proposal, all 32 (thirty-two) pages.

2.3 Appendix 3 Services by Development Counsellors International, Ltd., all 4
(four) page.

2.4 Appendix 4 Reimbursement of Expenses, all 1 (one) page.

2.5 Appendix 5 Representative KPIs FY2022, all 1 (one) page.

2.6 Appendix 6 Development Counsellors International, Ltd.'s Quotation, all 1
(one) page.

2.7 Appendix 7 Development Counsellors International, Ltd.'s corporate documents and passport, all 16 (sixteen) pages.

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

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

Clause 3. PERFORMANCE SECURITY

At the time of this Agreement, the Representative has provided TCEB with deposit cash, in the amount of USD 4,715 (four thousand, seven hundred and fifteen US dollars only), as a performance security under this Agreement.

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

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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 USD 90,000 (ninety thousand US dollars only) (Thailand's VAT included).

TCEB shall effect payment the Service fee to the Representative on a monthly basis at the amount of USD 7,500 (seven thousand, five hundred US dollars only) (Thailand's VAT included) for a period of 12 months in accordance with the term of payment which set forth in Appendix 1 Terms of reference (TOR).

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

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

Clause 5. DUTIES AND LIABILITIES OF THE REPRESENTATIVE

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

5.2 In the event that the Work of the Representative is defective or does not comply with the terms and conditions under the Agreement or does not proceed correctly according to the academic or professional principles and/or the relevant legal provisions, the Representative, without delay, shall correct it without claiming for any wages or damages or expenses from TCEB. If the Representative avoids or fails to complete the correction within the period specified by TCEB in writing, TCEB has the right to hire other Agreement 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. Exercising the right to terminate the Agreement shall not prejudice the right to claim for damages of TCEB. the Representative shall be responsible for damages that are in excess of the amount of performance security and damages incurred, including the increase in the Service fee due to hiring other people to perform the followings, TCEB has the right to suspend the payment of the Service fee that must be paid for the Work that have been carried out as guarantee of payment of damages, or TCEB may deduct from any amount to be paid to the Representative.

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

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

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

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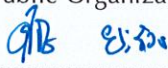
ORIGINAL

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.

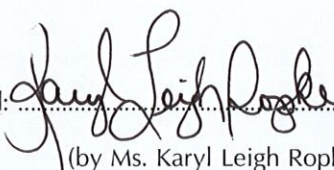
Signed:  TCEB
(by Mr. Chiruit Isarangkun Na Ayuthaya)

The authorized person

Thailand Convention & Exhibition Bureau
(Public Organization)

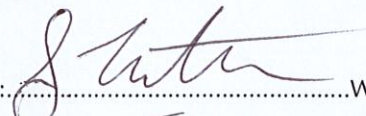
Signed:  Witness

Ms. Urailuk Yarangsee
(~~Senior Manager~~)
Legal and Good Governance Section
Thailand Convention & Exhibition Bureau
(Public Organization)

Signed:  Representative
(by Ms. Karyl Leigh Ropke)

The authorized person

Development Counsellors International, Ltd.

Signed:  Witness
(*Stella Tsitsipats*)

Development Counsellors International, Ltd.



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อ.ส.5 ใบสัณหลังตราสาร

เลขที่ 07805
วันที่ 2 กุมภาพันธ์ 2565

เลขประจำตัว 0994000112165 เลขที่สาขา
ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการค้าประเพณีและนิทรรศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขรหัสประจำบ้าน
ห้องเลขที่ -
หมู่บ้าน -
เลขที่ 989 หมู่ 2, B1 และ B2
ตรอก/ซอย -
ถนน พระราม 1
เขต/อำเภอ ปทุมวัน
รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามพิกเชอร์สทาวเวอร์
ชั้นที่ 25, 26

หมู่ที่ -
แยก -
แขวง/ตำบล ปทุมวัน
จังหวัด กรุงเทพมหานคร



ผู้สัญญา
เลขประจำตัวผู้เสียภาษีอากร เลขที่สาขา
ชื่อ Development Counsellors International, Ltd.

ได้เสียภาษีแถมเป็นเงินสำหรับตราสารตามบัญชีอัตราภาษีแถมปี 4
ลักษณะตราสาร สัญญาจ้าง ดังนี้ :

	บาท	สต.
มูลค่าตราสาร	2,825,806	56
ค่าภาษีแถมปี	2,826	00
เงินเพิ่ม	0	00
รวมเงิน	2,826	00



จำนวนเงินเป็นตัวอักษร (สองพันแปดร้อยยี่สิบหกบาทถ้วน)

ตามใบเสร็จ เลขที่ 007048

เลขประจำตัวเอกสาร อ.ส.4 คือ 01003071-25650202-1-06-000080

ลงวันที่ 2 กุมภาพันธ์ 2565

ลงชื่อ

(นางสาวศุภาพิชญ์ บัวเกตุ)

ตำแหน่ง

เจ้าหน้าที่งานสรรพากรปฏิบัติงาน

ใบสัณหลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงาน เจ้าหน้าที่อาคารแถมปีของหน่วยงานได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว

Appendix 1



Terms of Reference For The Specific Procurement Method

1. Name of the Project

- 1.1 Project: Conventions' Overseas Marketing Representatives Employment
- 1.2 Activity: North America Representative

2. Budget

Amount of USD 90,000 (Thailand's VAT included) equivalent to THB 3,150,000
(estimated exchange rate: USD 1 = THB 35)

3. Background of the Project

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

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

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

4. Objectives of the Project

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

5. Scope of Work

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

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



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

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

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

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

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

6. Qualifications of the Contractor

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

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

7. Duration of the Project

From October 1, 2021 to September 30, 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:

8.1 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, MICE industry trend and information update that are beneficial to TCEB.

Thailand Convention and Exhibition Bureau (TCEB)

Legal



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

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

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

9. Payment terms

TCEB shall pay contractor for the provision of the services a total of USD 90,000 (Thailand's VAT included) during the 12 months period from October 1, 2021 to September 30, 2022, the payment of USD 7,500 (Thailand's VAT included) will be made every month after the monthly report is submitted and approved by the inspection committee.

10. Performance security

The contractor has to provide a performance security in the amount of 5% of the purchase or contract price to TCEB. The Security will be returned to 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 THB 1 of every THB 1,000 or a fraction of THB 1,000 of the remuneration prescribed or part thereof.

12. Penalty fee

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

13. Cancellation

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

14. Ownership of data and documents

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

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

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

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

15. Disclaimer

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

16. Sub-contracting

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

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

Remarks :

1. The decision of TCEB is deemed to be final. The proposers who have not been selected shall accept and shall not dispute the decision of TCEB in any case at all.
2. TCEB reserves the right not to choose the lowest proposer, but it will consider from the criteria used in the overall selection process.



3. The selected proposer must work along with TCEB. Any decision-making must be obtained the prior consent from TCEB.

4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decision.

5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected proposer.

6. The contract or the written agreement for this procurement will be signed only once the Annual Expenditure Act of the Fiscal Year of B.E. 2565 (2022) is in effect and the budget allocation from the Budget Bureau is completed. In case there is no such budget allocation to TCEB for the procurement, TCEB is able to cancel the procurement.

For more information, please contact :

Miss Suparat Veeravaltana

Manager, Conventions Department

Email: Suparat_v@tceb.or.th

Telephone 02 694 6000 ext. 6171



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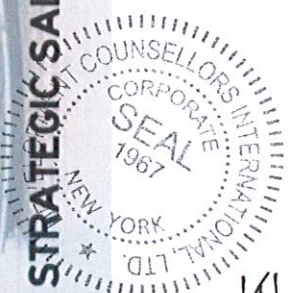


Appendix 2

AUGUST 2021

DRIVING ASSOCIATION BUSINESS TO THAILAND

A STRATEGIC SALES AND MARKETING PLAN FOR TCEB C



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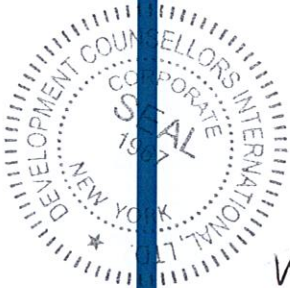
Account Team

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Budget

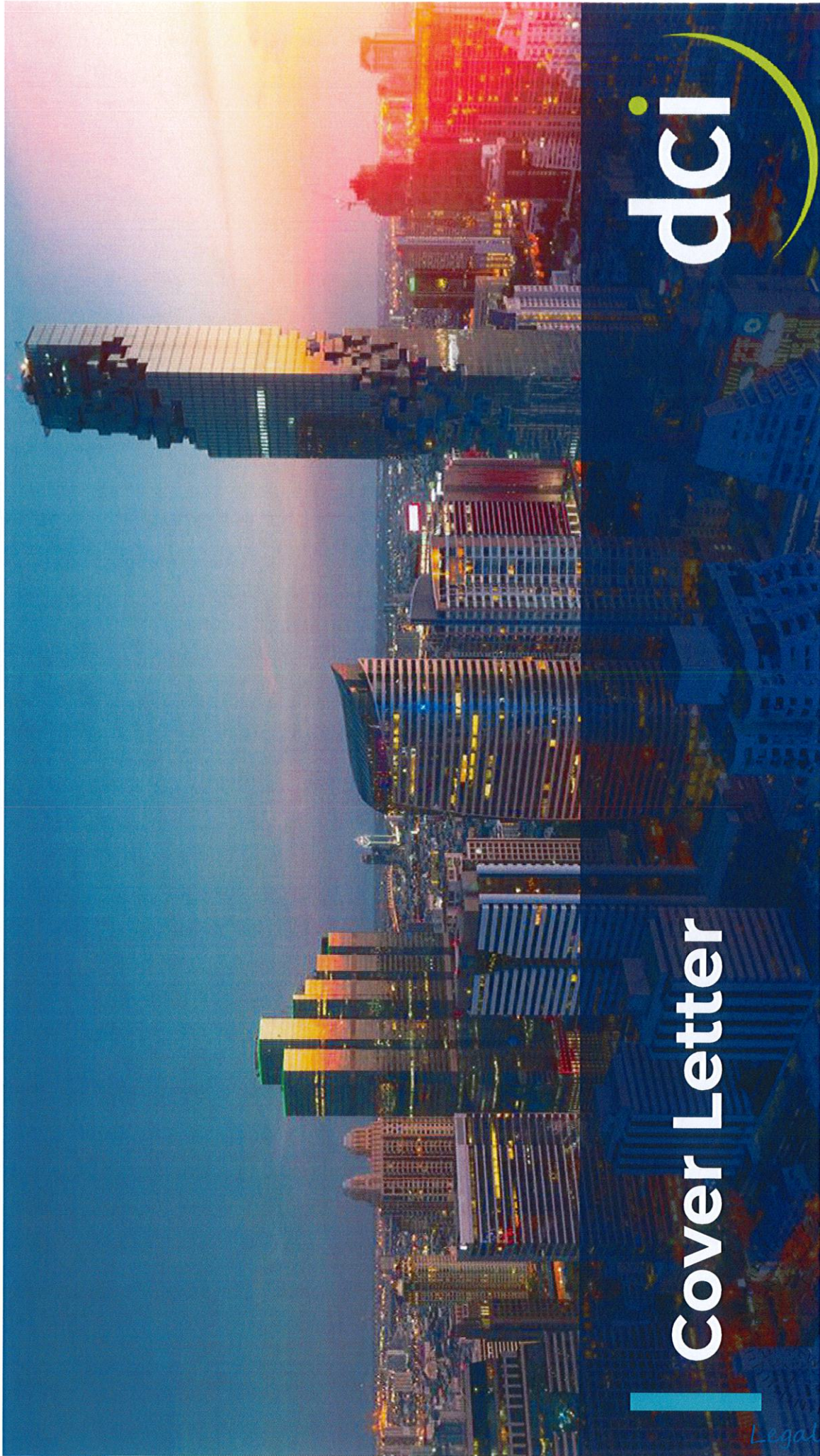
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Next Steps



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Cover Letter



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Sawadee!



**TCEB C
Team**

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



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Dear Khun Nooch,

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

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

We are confident that our approach will effectively position Thailand at the forefront of planners and decision makers' minds during and post COVID-19 recovery periods, and ultimately lead to regaining market share of business events in North America.

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

Sincerely,



Daniella Middleton
Senior Vice President

Development Counsellors International
212-725-0707; Daniella.Middleton@aboutdci.com
www.aboutdci.com

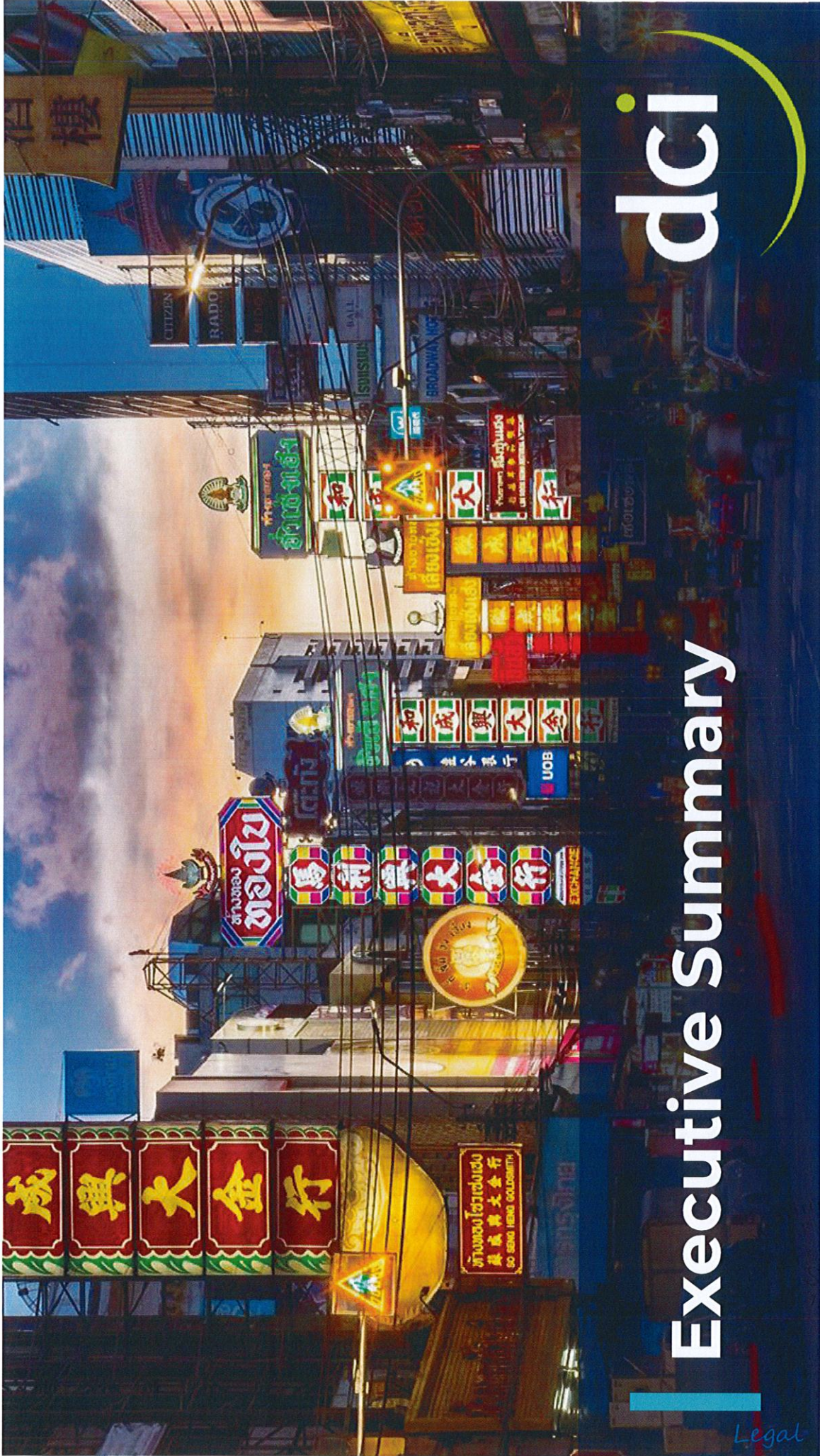


Stella Tsitsipatis
Account Director



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Executive Summary

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A Success Plan For Thailand

With vaccinations rising, restrictions being lifted and traveler confidence rebounding, opportunities for securing international association conferences to Thailand are slowly and steadily coming back. The recent threat of the Delta variant is currently making news and DCI is monitoring the situation very closely. Despite the news on the Delta variant, North Americans continue to be optimistic about recovery and associations are continuing to proceed with their future plans.

Per the 2019 ICCA Rankings (no rankings in 2020), Thailand ranked #27 in the worldwide ranking of number of meetings per country and #6 in the Asia Pacific number of meetings per country. There is opportunity for TCEB to increase Thailand's position in the ICCA rankings.

Our team understands what Thailand needs in order to convert more association leads because we've been your partner in the market since 2014. We are intimately familiar with Thailand's strengths and challenges, and we've continually refined our sales approach to garner more RFPs and, ultimately, more business for TCEB's partners. Our partnership with TCEB has provided association professionals in the U.S. and Canada with a consistent and knowledgeable resource in the market.

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

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A Success Plan For Thailand



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

- 1. Continue to Increase Exposure and Awareness of Thailand:** DCI will continue to build positive perceptions of Thailand as an association destination and of TCEB's services through our sales and marketing efforts. Our team will continuously update the association industry on Thailand's COVID situation, the border reopening plan, health & safety protocols, and the TCEB support campaign. Additionally, DCI will continue to enhance relationships with industry associations such as PCMA, ASAE and ICCA.
- 2. Focus the Global Agenda Convention:** We will target government related and cross-sector conventions that have opportunity to host their program in Thailand.
- 3. Increase RFP Opportunities:** Ultimately, DCI will increase the number of convention RFP opportunities for Thailand by leveraging the Conventions Ambassador Program, the Asia Convention Alliance and the Market Engagement Campaign. We will then work with TCEB to convert that interest into confirmed programs.

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Situation



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Economic Outlook - USA

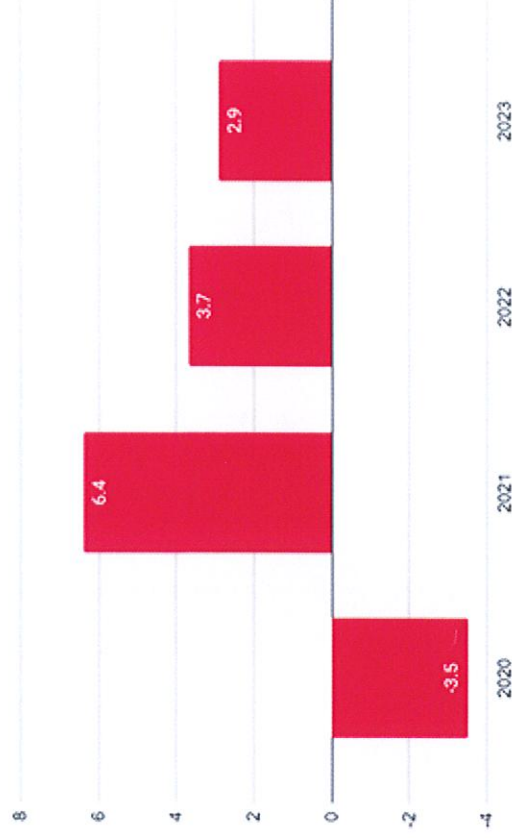


The U.S. economy grew at a solid 6.4% rate in the first three months of the 2021, setting the stage for what economists believe may be the strongest year for the economy in about seven decades.

Orders for aircraft shot up 27.4% last month after climbing 31.5% in April, the Commerce Department said. Excluding transportation orders — which can bounce wildly from month to month — durable goods orders rose 0.3% last month.

The first-quarter spending gain reflected increases in goods purchases, led by auto sales, and gains in spending on services, led by food services and travel accommodations.

GDP Growth Forecast 2021-2023



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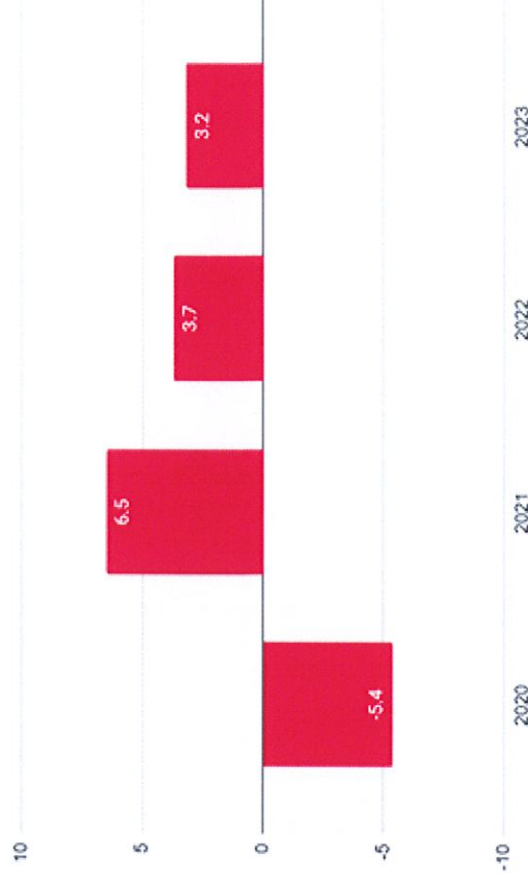
Economic Outlook - Canada



Canada's economy is forecasted to expand by 6.5 per cent this year and almost 4 per cent in 2022, thanks to the rollout of vaccines, which has led to a gradual reopening of the economy and boosted confidence. The federal fiscal deficit will improve from the \$219 billion recorded in 2020 but will remain uncomfortably high.

The Canadian economy showed impressive resilience during the second wave of the pandemic and estimates of growth have been revised up significantly.

GDP Growth Forecast 2021-2023



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Insights



As of late July 2021, 49% of the US population and 55% of the Canadian population has been fully vaccinated. States and provinces in both countries began to relax and lift COVID-19 restrictions. Most notably California and New York, which have led with conservative policies throughout the pandemic, began to lift most of these restrictions in mid-June.

Overall, there is enthusiasm amongst North Americans for the return to travel; 77 percent of Americans plan to travel this summer, according to a recent Harris Poll and that same excitement is driving the return to in-person business events as people want to meet face-to-face once again.

Association Conferences: Currently, the main focus for Associations is to re-envision their strategy. They are determining what they need to do for their members and how they will change their events moving forward.

For the most part, Associations are anticipating more regional meetings in 2021 and beyond. While the rotation pattern of many associations has remained unaffected, the ones that were affected was due to meetings being postponed into the next year. Additionally, the decision-making timeline for the next open year has become longer.

Safety is the main concern and planners are making vital changes to their future programs. Sanitation and health security have joined emergency preparedness as top risk management strategies.

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Market Outlook for Associations

Association Segment Booking Trend:

- Average lead time approx. 2+ years
- Looking for strong local experts/members
- Destinations selected per rotation

Key Changes to RFPs/Bidding Guidelines:

- Cancellation options and force majeure clauses
- Hybrid Meeting Requirements
- Flexibility regarding delegate numbers and dates

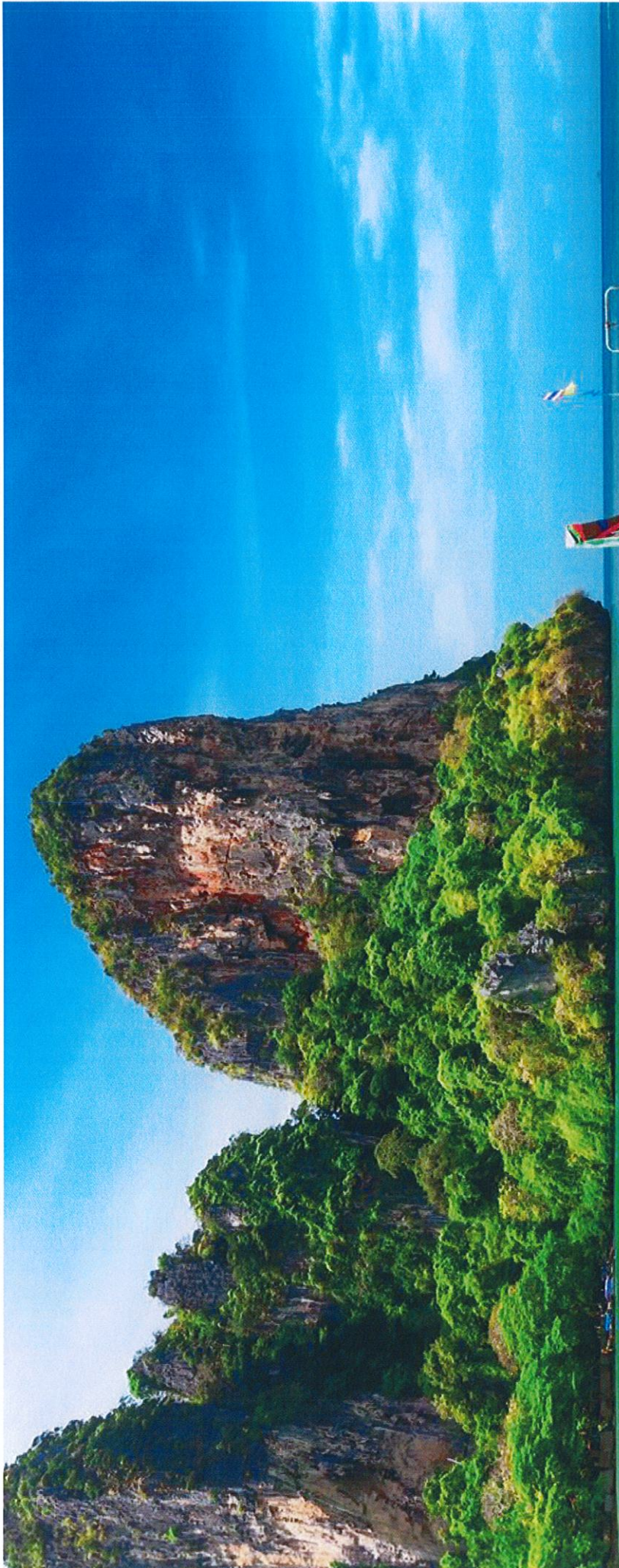
Key Criteria In Selecting a Destination:

- Flexible contract conditions
- COVID-19 related safety protocols/certifications
- Integration of technology to support hybrid and online events
- Support Campaigns

We are confident that the industry will bounce back and as your partner in North America we will ensure TCEB stays ahead of trends. DCI has designed our program to work in partnership with TCEB and deliver on all fronts!

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Our Approach



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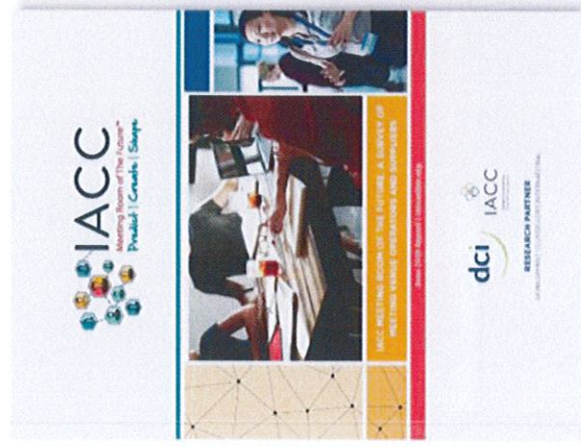
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Industry Insights Guide Our POV



We are the business events leader in North America. DCI's **"A View From Meeting Planners: Winning Strategies in Destination Marketing"** is the industry's best guide to understanding what meeting planners want from destination marketing organizations.

Our proprietary research leads the intelligence behind our sales and marketing strategy.



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Deep Sector Knowledge Is Our Secret Power



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

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

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Touch Points Matter



All of DCI's marketing and sales tactics are fueled by our goal of deepening professional relationships with decision-makers, generating qualified leads and influencing final decisions.



66 percent of meeting planners report that business and personal travel influences their perceptions of potential destinations for their events.



76 percent of decision-makers report that they first learn of a new business events destination through meetings at trade shows, and 56 percent of planners attend IMEX America. While the physical show is canceled for 2020, it will return in 2021 and there will be virtual components occurring this year.



83 percent of planners use LinkedIn to communicate with destination suppliers.



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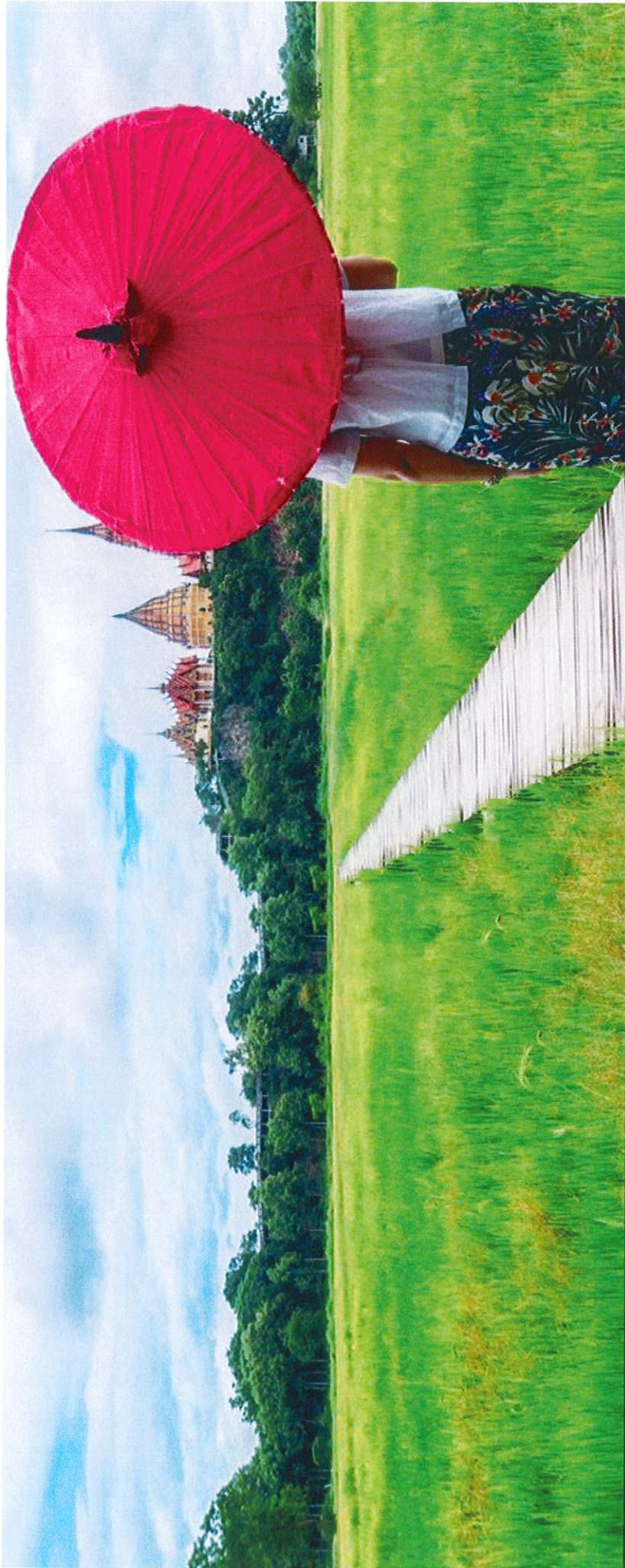
Our Path To Success

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



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Scope of Work

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Core Program Summary

No.	Research Tactic	Hours	Description
1	Kick-Off Meeting	Included	The C team account manager will hold a conference call with the TCEB HQ C team in October to discuss priorities and strategies for the following 12 months.
2	Daily Sales Calls, "Most Wanted" List, Cvent and ICCA hot leads	274	The TCEB account manager will lead sales outreach to our database of qualified international association planners on behalf of TCEB. DCI will create a "most wanted" list, aligned with the Global Agenda Conventions where possible. We will monitor, secure and qualify leads generated from Cvent and review and qualify ICCA leads monthly. Once we have established an interest in Thailand, the account manager will follow up on the lead to specifically pitch Thailand as a potential host destination.
3	Marketing Activities	90	The account manager will implement and participate in various marketing activities to promote Thailand as a convention destination. The activities may include partnering with key industry organizations to implement these activities.
4	Digital Newsletters	16	Design and implement 4 email campaigns to qualified international meeting planners from DCI's database.
5	Market Intelligence Reports	10	DCI to submit four Market Intelligence reports on a quarterly basis. The reports to include information on market situation, association trends industry survey results etc.
6	Reporting & Measurement	66	DCI will provide 12 monthly reports, four quarterly reports, and one annual report. These reports will feature quarterly updates on TCEB's database. We will also conduct monthly conference calls with the TCEB team.



KPIs for 2021-2022



N o.	KPI
1	Secure 12 Bids/RFPs
2	Generate 120 Sales Calls for the year (approximately 10 sales calls per month) and provide full profiles on qualified leads
3	Establish TCEB's database of 60 new contacts and maintain 100% accuracy of the association market database. Report database information to TCEB's head office on a quarterly basis.
4	Disseminate four digital newsletters.
5	Submit a monthly report to TCEB's head office by the 25th of each month, in accordance with TCEB's requirements.
6	Submit a quarterly report to TCEB's head office at the end of every quarter (quarters end in December, March, June and September), in accordance with TCEB's requirements.
7	Submit an annual report to TCEB's head office at the end of the fiscal year by Sept. 30, in accordance with TCEB's requirements.
8	Disseminate media coverage or news articles as approved or requested by TCEB's head office and monitor the date of publication (this will be on a project basis with additional fees applied).





Schedule

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Timeline of Core Scope of Work: October 2021 – September 2022

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Kick-Off Meeting												
Daily Sales Calls, "Most Wanted" List and Cvent												
Marketing Activities												
Digital Newsletters												
Monthly Reports and Touch Points												

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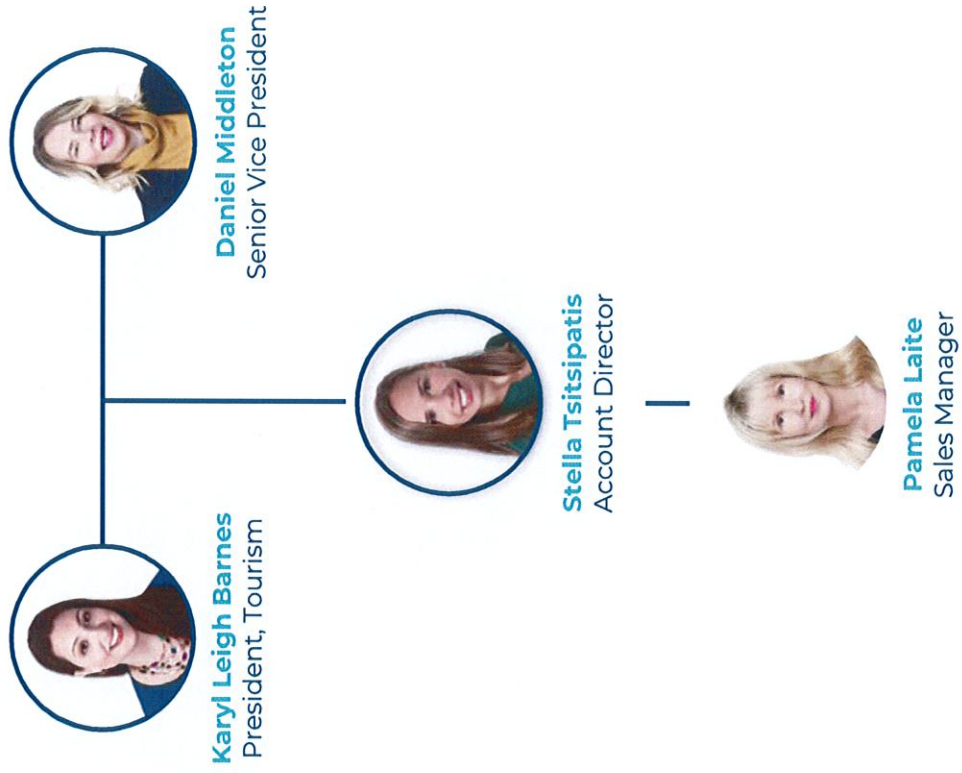
Account Team

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MICE Org Chart



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Budget

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Budget



This campaign has been designed as a 12-month program to begin on October 1, 2021 and continue through September 30, 2022.

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

For your convenience, DCI will bill our professional fees in equal installments of \$6,954 per month, billed on the 25th of each month.

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

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

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

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Proposed Budget in USD: Core Scope of Work

October 2021 -
September 2022

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Professional Fees	
DCI Fees for Program Design, Execution and Administration (\$7,450/month x 12 months)	\$89,400
Ongoing Communications Expense (\$50/month x 12 months)	\$600
FEES TOTAL Thailand VAT 7% included	
	\$90,000
Proposed Marketing Activities	
SMU International (\$8,000/registration - 35% for C Team: \$2,800))	\$2,800
PCMA Convening Leaders and Travel Expenses (\$5,000/registration + \$1,750/staff trip)	\$6,750
Sales Calls Travel Expenses (\$2,000/one DCI team member)	\$2,000
IEEE Spectrum (\$8,500/one article)	\$8,500
Subtotal	
	\$20,050
TOTAL BUDGET Thailand VAT 7% included	
	\$110,050

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

Pricing is valid only for 2021.

Terms of Service

Based on our blended rate of \$185 per hour, DCI will allocate an average of 38 hours per month for our work with the Thailand Convention & Exhibition Bureau. Should TCEB exceed the monthly allotment of hours on a continuing basis, adjustments will need to be made to stay within the scope of work.

If either time needed or client requests for deliverables increase significantly beyond the scope of work outlined above, DCI's hourly blended rate of \$185/hour will be used to calculate the additional hours needed to complete the work. DCI will request TCEB's approval prior to increasing hours toward the program of work.

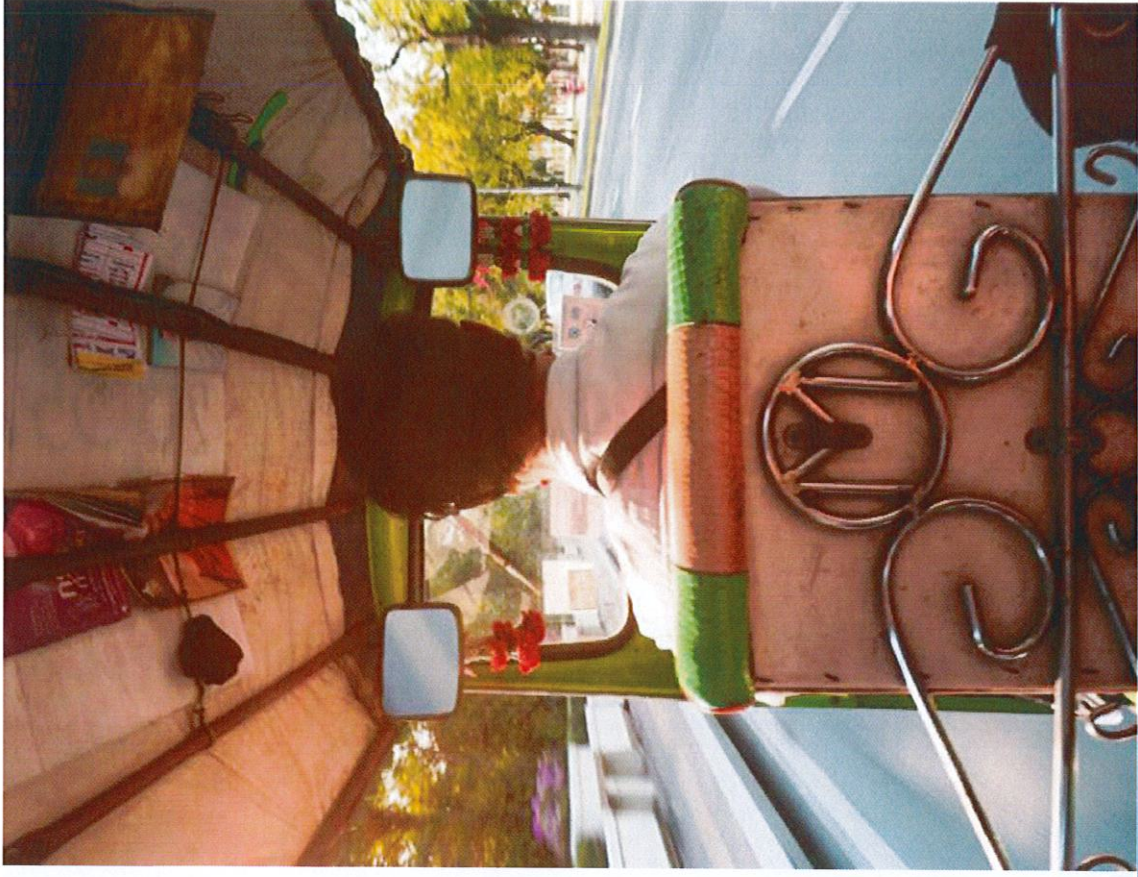
Either party, Thailand Convention & Exhibition Bureau or Development Counsellors International, can cancel this agreement at any time for any reason upon 60 days' written notice to the other party. Time costs for program elements already implemented will be required.

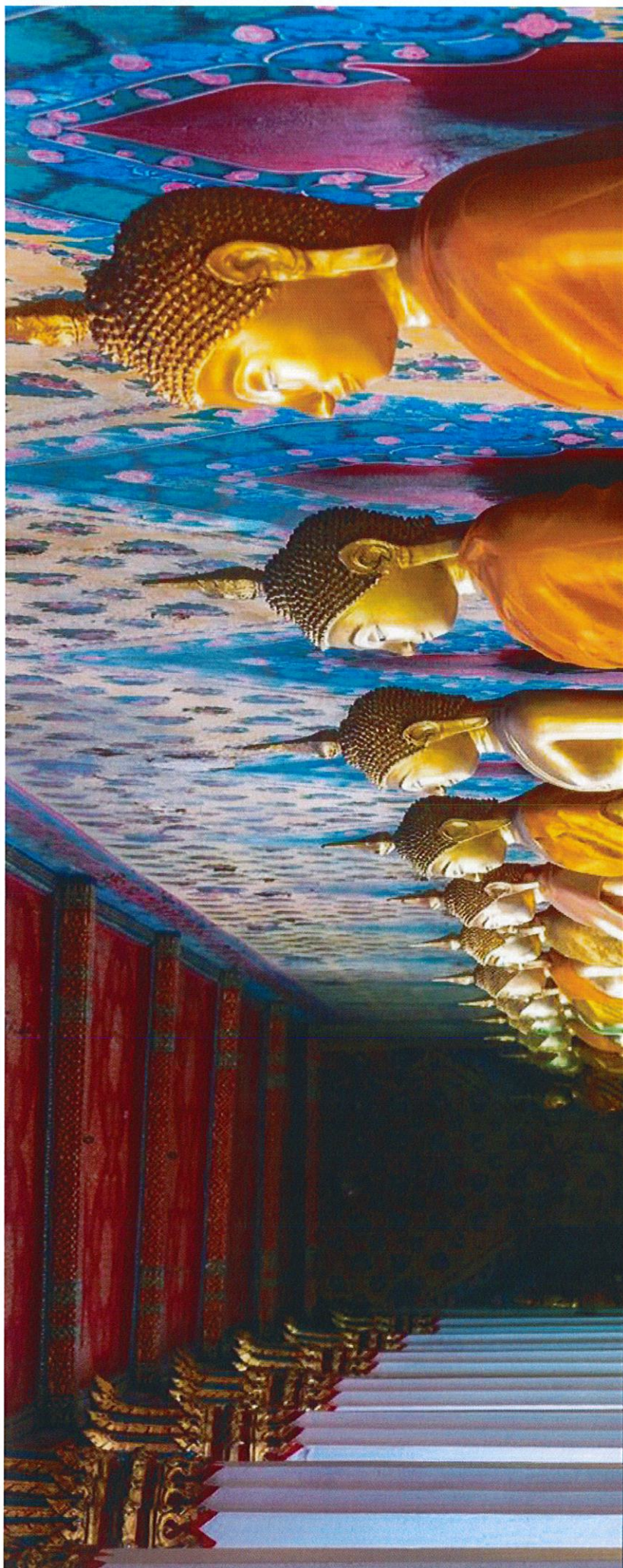
Both parties agree that they will not offer employment or consulting opportunities to staff members of the other party.

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Next Steps

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Ready to Hit the Ground Running for Thailand

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

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

Sincerely yours,



Daniella Middleton
Senior Vice President



Stella Tsitsipatis
Account Director



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Thank you!!

We appreciate the opportunity to submit our renewal proposal. We look forward to hearing from you about the next steps.





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APPENDIX 3

Services by Development Counsellors International Ltd. (DCI)

(Attached to the North America Representative Employment Agreement between TCEB and Representative dated 16th December, 2021)  

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

Destination Promotion

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



7. Act as the TCEB's one-stop information center for association executives and planner, PCO, AMC, media and the general public in North America
8. Provide TCEB with effective market research and intelligence related to convention market in North America

Public Relations

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

Administration

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

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

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



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

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

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

- a) Executive Summary
- b) One year summary on number of leads acquisition, RFPs/Bids, number of delegates and total annual revenue generated to Thailand
- c) One year summary on MICE intelligence update
- d) One year overview on market opportunity identification and recommendation
- e) Annual market analysis and future trend of Thailand as destination

2. Supervision the account and matters of TCEB shall be done by the respective head of the North America offices.
3. Assign at least one (1) dedicated staff of each sector to service the account and matters of TCEB and serve as the main contact and liaison for all day to day matters. Working hours of staff shall be Monday to Friday and at least 8 hours per day, starting from 9.00 am (inclusive of any lunch, morning or afternoon tea breaks as long as normal accepted) on working day. Representative is prepared to work any such additional hours as may be directed or as necessary to achieve the objectives under this Agreement.
4. Monthly 1:1 conference call will be set up between TCEB and Representative for mutual update and discussion on issues that would affect the MICE marketing in North America



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5. Account and matters of TCEB will be designated with a separate incoming telephone number and all calls shall be answered as TCEB. There will also be appropriate signage at the office premises to show TCEB representation, separate stationery and business cards reflecting the TCEB identity as provided by Head Quarter.
6. One (1) Representative staff shall visit TCEB, at least once a year, upon TCEB's direction, to obtain an update on the developments. This may coincide with familiarization trip and/or annual meeting organized by TCEB.



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APPENDIX 4

Reimbursement of Expenses

(Attached to the North America Representative Employment Agreement between TCEB and Representative dated 16th December, 2021)

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

Reimbursement of Expenses

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



APPENDIX 5

Representative KPIs FY2022

(Attached to the North America Representative Employment Agreement between TCEB and Representative dated 16th December, 2021)



Market/Area: North America

Contract Period: October 1st, 2021 - September 30th, 2022 (12 months)

Performance Evaluation

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

CONVENTIONS

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





DEVELOPMENT COUNSELLORS INTERNATIONAL

NEW YORK | DENVER | LOS ANGELES | TORONTO

215 Park Avenue South | 14th Floor

New York, NY 10003

T 212.725.0707

aboutdci.com

Appendix 6

23 September 2021

Recipient: Thailand Convention & Exhibition Bureau (Public Organization)

Siam Piwat Tower Building,

25th & 26th Floor, Unit A2, B1 and B2

989 Rama 1 Road, Pathumwan,

Bangkok, 10330, Thailand

Development Counsellors International

215 park Avenue South, 14th Floor

New York, NY 10003

Project Name: Strengthening Thailand's Competitive Advantage in Overseas Markets, Overseas Marketing Representatives

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

Retainer fee

- Retainer fee per month: \$7,500 USD
- Total retainer fee for 12 months (October 2021 – September 2022): \$90,000 USD

Inclusive of Thailand's 7% Vat

Yours sincerely,

Karyl Leigh Ropke

President, Tourism

Development Counsellors International



Appendix 7

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD. was filed on 03/17/1967, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 23rd day of February two
thousand and nine.*

200902240663 16



Special Deputy Secretary of State



CERTIFICATE OF INCORPORATION

OF
DEVELOPMENT COUNSELLORS
INTERNATIONAL, LTD.

Under Section 402 of the
Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

1. The name of the proposed corporation is
DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

2. The purpose or purposes for which this corporation
 is formed, are as follows, to wit:

To engage in or carry on as principal or agent
 within or outside the United States any kind or kinds of
 public relations, promotional, advertising and publicity
 business in all their respective branches and any activities
 incident thereto, and to promote the business and economic
 interests of foreign and domestic firms, entities, enter-
 prises and corporations both public and private, and by way of
 of enlargement and not by way of limitation of the foregoing,
 to formulate, sell and conduct plans and campaigns for
 magazine, newspaper, radio, television, outdoor and other
 forms of public relations, promotions, advertising and to
 publicity, and to solicit, prepare, sell, place and deal in
 public relations, advertising, promotions and publicity, and
 in related matter and material of all kinds which may now be
 known or may at any future time be conceived,

To subscribe for, acquire (by purchase, lease or
 otherwise), invest in, hold, guarantee, own, sell, assign, and
 exchange, transfer or otherwise dispose of, mortgage, pledge,
 encumber and otherwise deal in and with stocks, bonds, notes,
 debentures, or other securities, evidences of indebtedness

or evidences or rights of any corporation, association,
 partnership, trust, entity, or person, public, private or



municipal, or of any state, municipality, district or other political subdivision, territory or country, and to exercise any and all rights of ownership thereof, including, without limitation, the right to vote thereon and otherwise act with respect thereto.

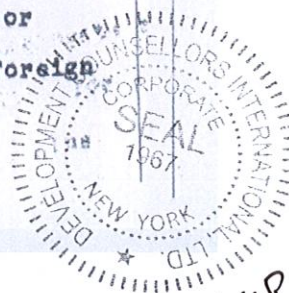
To borrow money and otherwise contract indebtedness, and to issue its bonds, notes, debentures or other evidences of indebtedness therefor, and to secure such borrowings or indebtednesses by mortgage, pledge or deed of trust or of lien upon any or all of its property, rights and franchises then owned or thereafter to be acquired.

To acquire (by purchase, lease or otherwise), as a going-concern or otherwise, the whole or any part of the assets, business, good will, rights, franchises or other properties of any corporation, association, partnership, trust, entity or person, public or private, domestic or foreign, and to undertake or assume the whole or any part of the obligations or liabilities thereof, and to continue any business so acquired, if lawful for the corporation.

To apply for and register, to acquire by purchase, lease, license, mortgage, pledge, gift and otherwise, to design, produce, manufacture, invent, own, hold, use, display, sell, transfer, exchange, hire, lease, license, mortgage, pledge, dispose of, turn to account, trade and deal with domestic and foreign patents, patent rights, copy-rights, trade-marks, registered marks, trade names, trade secrets, formulae, processes, improvements, inventions, names, brands, labels, marks, licenses and similar rights, powers and privileges.

To conduct its business and activities, and to maintain offices, in any state, district, territory or possession of the United States of America, or any foreign

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country; to do all and everything relative to the accomplishment of the objects enumerated in this certificate or any amendment hereto or incidental to the protection and benefit of the corporation; to have and exercise all the rights, powers and privileges that are now or may hereafter be conferred by the laws of the State of New York on corporations formed thereunder; and, in general, to carry on any lawful business connected with or incidental to the attainment of the objects of the corporation (whether or not such business is similar in nature to the objects stated in this certificate or any amendment hereto), and to do any and all of the acts and exercise any and all of the powers hereinabove mentioned to the same extent as natural persons might or could do.

The foregoing clauses shall be construed both as objects and powers; and the foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the corporation conferred by the laws of the State of New York.

The corporation, in furtherance of its corporate purposes above set forth, shall have all of the powers enumerated in Section 202 of the Business Corporation Law, subject to any limitation provided in the Business Corporation Law or any other statute of the State of New York.

3. The office of the corporation is to be located in the City of New York, County of New York, State of New York.

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

The capital of the corporation shall be at least equal to the sum of the aggregate par value of all issued shares having par value plus the aggregate amount of consideration received by the corporation for the issuance of shares without par value, plus

Legal



such amounts as, from time to time, by resolution of the Board of Directors, may be transferred thereto.

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

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.
20 East 46th Street
New York, N. Y. 10017

The undersigned incorporator, or each of them if there are more than one, is of the age of twenty-one years or over.

IN WITNESS WHEREOF, this certificate has been executed this 15th day of March, 1967.

CARMELA LISTROM
225 Broadway
New York, N.Y. 10007

ELSIE WEISBERG
225 Broadway
New York, N.Y. 10007

LOUIS ENGELMAYER
225 Broadway
New York, N.Y. 10007

STATE OF NEW YORK:
COUNTY OF NEW YORK: SS.:

On this 15th day of March, 1967, before me personally came CARMELA LISTROM, ELSIE WEISBERG and LOUIS ENGELMAYER, to me known to be the persons described in and who executed the foregoing Certificate of Incorporation, and they duly acknowledged to me that they executed the same.



RECEIPT OF DEPARTMENT OF STATE

STATE OF NEW YORK DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS
ALBANY

AF

FILING RECEIPT

TYPE OF CERTIFICATE Business Corporation	
CORPORATION NAME DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.	DATE FILED 3/17/67
DURATION & CO. CODE P 31	FILM NO. 608658-5
NO. AND KIND OF SHARES 200 npv	
LOCATION OF PRIN. OFFICE NYC NY CO	COMMENT
ADDRESS FOR SERVICE OF PROCESS THE CORP. - 20 EAST 46TH STREET NEW YORK NY 10017	
REGISTERED AGENT, IF ANY	
FILER AND ADDRESS LOUIS ENGELMAYER 225 BROADWAY NEW YORK NY 10007	
6 DOLLAR FEE TO COUNTY	
FEES AND/OR TAX PAID AS FOLLOWS:	
<input checked="" type="checkbox"/> CHK. <input type="checkbox"/> M.O. <input type="checkbox"/> CASH \$.60	

\$ 50 FILING
\$ 10 TAX
\$ CERTIFIED COPY
\$ CERTIFICATE

TOTAL \$ 60
REFUND OF \$

TO FOLLOW

me

JOHN P. LOMENZO
SECRETARY OF STATE

CO-518 (REV. 3/65)



CORPORATION SERVICE COMPANY

www.cscglobal.com

CSC- West Trenton
P.O.Box 77132
830 Bear Tavern Road, Suite 305
West Trenton, NJ 08628-1020
800-631-2155
609-530-0877 (Fax)

Matter# *	Order#	472213-5
Project Id :	Order Date	01/19/2017

Entity Name :	DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.
Jurisdiction :	NY-Department of State
Request for :	Amendment/Correction/Restated/Designation Filing
File date :	01/24/2017
Result :	Filed

Ordered by NICHOLAS CHAMOUSIS, ESQ at NICHOLAS CHAMOUSIS, ESQ.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Michelle Disbrow
mdisbrow@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.



N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS)
PURPOSES PROCESS PROVISIONS RESTATED

COUNTY: NEWY

FILED:01/24/2017 DURATION:***** CASH#:170124000072 FILM #:170124000071

FILER:

NICHOLAS CHAMOUSIS, ESQ.
260 MADISON AVENUE, 21ST FLOOR

NEW YORK, NY 10017

ADDRESS FOR PROCESS:

THE CORPORATION
215 PARK AVENUE SOUTH
NEW YORK, NY 10003

14TH FLOOR

REGISTERED AGENT:



SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45

FEEs	95.00
FILING	60.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	25.00

PAYMENTS	95.00
CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	95.00
OPAL	0.00
REFUND	0.00

472213MRO

DOS-1025 (04/2007)

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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on January 25, 2017.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", is written over a horizontal line.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

Rev. 06/13



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Drawdown

170124000

RESTATED CERTIFICATE OF INCORPORATION
OF

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

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

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

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

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

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

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

170124000071



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

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

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

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

- (i) adoption of any plan or agreement for the merger or consolidation of the Corporation into or with one or more other corporations;
- (ii) approval of any sale, lease, exchange, mortgage, pledge, creation of a security interest in or other disposition of all or substantially all of the assets of the Corporation;
- (iii) liquidation, dissolution or winding up of the business or affairs of the Corporation;
- (iv) adoption, amendment or repeal of any by-law regulating the respective powers of the shareholders and the directors, the number of directors, the election, tenure and removal of directors and officers, the titles, authorities and duties of the officers or the procedure for amending the by-laws;
- (v) change in the number of directors constituting the entire Board of Directors;
- (vi) removal for cause or (to the extent permitted by statute and the by-laws) without cause, of any director or officer, or change in the base salary compensation of any Shareholder;
- (vii) an increase or decrease in the number of authorized Shares, the issuance of any additional Shares or the creation or authorization of any obligation or security convertible into Shares;
- (viii) creation, authorization of shares of or the issuance of shares of any class or series of stock having any rights, preferences, powers or priority over the Shares;
- (ix) incurring of any indebtedness except for trade accounts of the Corporation arising in the ordinary course of business;
- (x) an increase in the principal amount (currently \$500,000.00) of the Corporation's available line of credit with Citibank, N.A.;



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

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

DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.

By: 

Name: Andrew T. Levine
Title: President



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RESTATED CERTIFICATE OF INCORPORATION

STATE OF NEW YORK
DEPARTMENT OF STATE

OF

FILED JAN 24 2017

TAX \$

BY:

DEVELOPMENT COUNSELORS INTERNATIONAL, LTD.

072

Under Section 807 of the Business Corporation Law.

new
york

Filed by: NICHOLAS CHAMOISIS, ESQ.

(Name)

260 MADISON AVENUE, 21ST FLOOR

(Mailing address)

NEW YORK, NY 10017

(City, State and Zip code)

cust ref: 472013180

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JAN 25 2 14 PM '17

21:06 AM 24 JAN 2017

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RESTATED CERTIFICATE OF INCORPORATION

OF

DEVELOPMENT COUNSELOORS INTERNATIONAL, LTD.

Under Section 807 of the Business Corporation Law.

Filed by: NICHOLAS CHAMOUSIS, ESQ.
(Name)
260 MADISON AVENUE, 21ST FLOOR
(Mailing address)
NEW YORK, NY 10017
(City, State and Zip code)



NICHOLAS CHAMOUSIS
ATTORNEY AT LAW
260 Madison Avenue, 17th Floor
New York, NY 10016

Tel 212.758.7377

Fax 212.448.0066

E-Mail nicholas.chamousis@gmail.com

October 19, 2021

Mr. Chiruit Isarangkun Na Ayuthaya
President, Thailand Convention & Exhibition Bureau
Siam Piwat Tower Building,
25th & 26th Floors,
989 Rama 1 Road, Pathumwan,
Bangkok, 10330, Thailand

Re: Development Counsellors International, Ltd.

Dear Sir:

I am, and for the last 20 years have served as, Attorney for Development Counsellors International, Ltd. (the "Company"). In that capacity, I am the custodian of the Company's corporate books and records. I hereby certify that Karyl Leigh Barnes is a duly elected Vice President of the Company and the President of its Tourism Practice. As such, she has full authority to sign and enter into client and other contracts and agreements on the Company's behalf in the ordinary course of business.

Please feel free to contact me if you have any questions.

Very truly yours,


Nicholas Chamousis



*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves
and our Posterity, do ordain and establish this
Constitution for the United States of America.*

Karyl Leigh Repke

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type/Type/Tipo Code/Code/Código Passport No./No. da Passaport/No. de Passaporte

P USA

USA

506160047

ROPKE

Given Names / Prénoms / Nombres

KARYL LEIGH

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

24 Aug 1975

Place of birth / Lieu de naissance / Lugar de nacimiento

PENNSYLVANIA, U.S.A.

Date of issue / Date de délivrance / Fecha de emisión

20 Mar 2015

Date of expiration / Date d'expiration / Fecha de caducidad

19 Mar 2025

Endorsements / Mentions Spéciales / Agradecimientos

SEE PAGE 51

Sex / Sexe / Sexo

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Authority / Autorité / Autoridad

United States

Department of State

USA

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KLR

**PASSEPORT
PASSEPORT
PASAPORTE**

UNITED STATES OF AMERICA

Type / Tipo / Type Date / Fecha / Date Participant No. / No. del Participante / No. de l'Esportista
P **USA** **549891404**

Surname / Nom / Apellidos

TSITSPATIS

Given Names / Prénoms / Nombres

STELLA ELENI

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

26 May 1983

Place of birth / Lieu de naissance / Lugar de nacimiento

NEW YORK 11 C A

NEW YORK, U.S.A.
Date of issue / Date de délivrance / Fecha de expedición

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