

European Market Representative Employment Agreement

Agreement no. 66-017

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 February 28th, 2023, between Thailand Convention & Exhibition Bureau (Public Organization), represented by the authorized person, Mr. Chiruit Isarangkun Na Ayuthaya, hereinafter referred as the "TCEB" of the one party and

EXPOS ASIA PTE. LTD., Registration Number 201616585K, which has registered as a juristic person at Singapore, having its registered office located at 160 Robinson Road #26-04 Singapore (068914), represented by the authorized person, Mr. Bjoern Kempe, who held passport number C4JHFXC43, hereinafter referred as "the Representative" on the other part.

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

Clause 1. AGREEMENT ON THE COMMISSIONING

TCEB agrees to commission, and the Representative agrees to accept the commission to perform the service for the activity of Pay Per Performance and Representative for European Market (Germany France UK Italy Belgium Netherland Luxembourg Austria and Czech), 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 1st, 2023, and shall complete the works under the Agreement within December 29th, 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 8 (eight) pages.

2.2 Appendix 2 Expos Asia Pte. Ltd.'s proposal, all 5 (five) pages.

2.3 Appendix 3 Expos Asia Pte. Ltd.'s Quotation, all 3 (three) pages.

2.4 Appendix 4 Expos Asia Pte. Ltd.'s corporate documents and passport, all 5 (five) pages.

In the event that any text in the Appendix is in conflict with the text of this 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 90,000 (ninety 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 in the amount of THB 1,800,000 (one million, eight hundred thousand baht) (Thailand's VAT included).

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- 6) The 6th payment of THB 200,000 (two hundred thousand baht) (Thailand's VAT included), which is equal to 50% (fifty percent) of cost in Phase 4 of the quotation, shall be paid to the Representative when the Representative delivers the 2nd delivery of the work set forth in Phase 4, Article 8 (specified in Appendix 1 and Appendix 3).
- 7) The last payment of THB 300,000 (three hundred thousand baht) (Thailand's VAT included), which is equal to 100% (one hundred percent) 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 (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 release the Representative from any obligations and responsibilities under this Agreement.

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

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

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

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

Clause 6. FINE

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

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 accordance to the Agreement and the Appendix attached to this Agreement with the right to order any work relating to this work and the Representative shall comply with that order in all respects

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

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

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



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

Clause 10. MODIFICATION OF WORK AND AGREEMENT RENEWAL

The Representative certifies that it has thoroughly examined and understood the details of the Work already. If it appears that the details of the Work incorrect or deviate from the professional and technical principles, the Representative agrees to comply with the decision of TCEB, the Inspection Committee, in order to complete the work. Such decision shall be deem final. The Representative cannot claim for more the Service fee, damages, or any other expenses from TCEB, nor request extension of the Agreement period.

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

Clause 11. SUB-CONTRACTING

The Representative has no right to sub-contract the Work under this Agreement, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from TCEB. Permission to partially sub-contracting of TCEB does not release the Representative from liability or obligation under this Agreement and the Representative shall be liable for the fault and negligence of the Sub-contractor or the Sub-contractor's representatives or employees in all respect.

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

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 Terms of payment of Appendix 1 TOR attached this Agreement to the Representative, calculated from the date of operation until the date of termination. In addition, TCEB will return performance Security, as well as compensation for travelling costs and expenses that have been appropriately and actually advanced, which TCEB has not paid to the Representative as well. However, all compensation and payment already paid shall not exceed the Service fee under Clause 4.

Clause 14. Stamp duty

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

Clause 15. Copyright

The Copyright of all documents prepared by the Agreement or in connection with the Agreement rests with TCEB. All documents prepared by the Agreement or in connection with the Agreement shall be confidential and shall be the property of TCEB. The Representative shall deliver all these documents to TCEB upon the completion of the Agreement. The Representative may take copies of such documents but shall not use the contents thereof for any purposes unrelated to the Work without the prior written approval of TCEB.

Clause 16. Personal Data

The Representative is deemed as the personal data processor pursuant to this Agreement, having the duties to implement the procedure of personal data collection, use or disclosure for or on behalf of TCEB in accordance with the Personal Data Protection Act B.E. 2562 and other laws enacted in accordance with the Personal Data Protection Act B.E. 2562, hereinafter referred to as the "Personal Data Protection Law" being in force and effect at the date of this Agreement and its amendment thereafter. Both parties hereto accept and mutually agree as follows:

(1) TCEB, as personal data controller, agrees to designate the Representative as personal data processor, to implement the procedure of personal data collection, use, or disclosure of professional organizer or professional organizer's representative, representative of partner agencies. The personal data includes name, phone number, and email address for business purpose, as well as a database of professional organizer and partner agencies.

In this regard, the Representative must complete the personal data processing within the specified period of time pursuant to this Agreement, except for the case that the parties agree to amend the Agreement or extend the period of time in performing the work pursuant to the Agreement.

(2) The Representative must explain TCEB's Privacy Notice to the data subject for acknowledgement pursuant to (1). The details of which are available at <https://www.businesseventsthailand.com/en/policy> or the documents attached to this Agreement. Additionally, it shall request for the data subject's consent prior to processing of the personal data.

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

(4) The Representative shall control and supervise the officer and/or employee, agent or any person, who perform the duty of personal data processing, to maintain the confidentiality of the personal data with the same standard and to strictly comply with the Personal Data Protection Law. The Representative must process the personal data pursuant to the purpose of the operation as specified in this Agreement only, and shall strictly not reproduce, duplicate, make copy or take photo of the personal data, whether in whole or in part, except that it complies with the terms of the Agreement.

(5) In case the data subject submits the request for exercising the data subject's right in accordance with the Personal Data Protection Law directly to the Representative, then, the Representative shall immediately notify and send such request to TCEB. Additionally, the Representative shall take the action to assist or support TCEB for responding to the data subject's request. In this regard, the Representative shall not respond to such request by itself, except that TCEB shall designate the Representative to take the action for specific matter relevant to such request.

(6) The Representative shall prepare and keep all Record of Processing processed by the Representative within the scope of this Agreement and the data as specified below, and shall deliver such record to TCEB upon the termination of Agreement and/or upon TCEB's request promptly.

- (a) Type of personal data processing;
- (b) Name and contact details of subcontractor (if any, in case of being permitted by TCEB in writing);

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

(7) The Representative shall establish and maintain the appropriate security measurement for data processing as prescribed by the Personal Data Protection Committee and/or in accordance with the international standard, by mainly taking into consideration the nature, scope and purpose of data processing as specified in this Agreement. This aims to protect the personal data from risk in connection with the personal data processing, such as the damage arising from the infringement, accident, unlawful deletion, destruction, loss, alteration, change, access, use, disclosure or transfer of personal data, etc.

(8) Unless specified otherwise by the relevant laws, the Representative shall delete, destroy or return (pursuant to TCEB's notification) the personal data processed under this Agreement within 15 days from the date of completion of the processing or the date at which TCEB and the Representative have agreed in writing to terminate the Agreement or cancel the processing pursuant to this Agreement, as the case may be. The Representative shall confirm the deletion, destruction or return of such personal data in writing with TCEB.

(9) In case the Representative has found any circumstance affecting the security of personal data processed by the Representative under this Agreement which may cause the damage due to the infringement, accident, unlawful deletion, destruction, loss, alteration, change, access, use, disclosure or transfer of personal data, then, the Representative shall immediately notify TCEB, no later than 12 hours from which such circumstance become known to the Representative.

(10) Regarding the notification of personal data infringement under this Agreement, the Representative must specify the cause of infringement and the measurement for preventing the recurrence of such issue. Additionally, the Representative shall provide TCEB with the information under the scope as specified by the Personal Data Protection Law as follows:

- (a) The details, nature and impact possibly occurring from the infringement;
- (b) The measurements used for preventing or mitigating the impact of the infringement;
- (c) Types of personal data and the data subject being infringed (if appearing);
- (d) Other information related to the infringement.

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(11) The Representative has the duty to strictly maintain the confidentiality of the personal data known by it.

(12) The Representative shall not subcontract any other persons for TCEB's personal data processing without written permission. In case the permission has been granted, then, such permission shall be granted to the specific subcontractor only. Additionally, the Representative shall sign the Agreement with the subcontractor, by which such Agreement shall contain the personal data protection clauses not less than those applicable to the Representative pursuant to this Agreement. The Representative shall also be liable to TCEB for the performance of such subcontractor.

(13) The Representative's duty and responsibility to comply with the Agreement shall be terminated from the date of the agreed work completion or the date at which the Representative and TCEB have agreed in writing to terminate the Agreement, as the case may be. However, the termination of this Agreement shall not prejudice to the Representative's duty to delete or destroy the personal data as specified in clause 16 (8) and the confidentiality obligation as specified in clause 16 (4) and clause 16 (11) of this Agreement.

(14) Apart from the duty and responsibility as specified in this Agreement, in case of damage arising from the Representative's noncompliance with TCEB's order in relation to the collection, use or disclosure of the personal data, or breach of the provisions on part of the personal data, then, the Representative shall be responsible for such damage occurring to TCEB. Additionally, the Representative shall be deemed as personal data controller in accordance with the Personal Data Protection Act B.E. 2562 in substitution of TCEB, and in which the Representative shall be responsible as if the Representative were the personal data controller.

(15) In case the Representative does not strictly comply with TCEB's order on part of the personal data, then, TCEB shall be entitled to immediately terminate this Agreement.

Clause 17. Governing Law

The Agreement shall be construed according to the Law of Kingdom Thailand. Each party shall have the right to institute suit against the other in the Civil Court in Bangkok, Thailand.

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This Agreement is made in duplicate. The parties hereto, each retaining one copy, have read and fully understand the contents therein, and accordingly sign their names and affix their seal (if any) in the presence of witnesses.

Signed:  TCEB

by (Mr. Chiruit 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 (Mr. Bjoern Kempe)

The authorized person

EXPOS ASIA PTE. LTD.

Signed:  Witness

(~~DEAN TANG~~)

EXPOS ASIA PTE. LTD.

Project number 66017071208



อ.ส.5 ใบสัณห์หลังตราสาร

เลขที่ 09750
วันที่ 2 มีนาคม 2566

เลขประจำตัว 0994000112165 เลขที่สาขา
ชื่อผู้เสียภาษีอากร สำนักงาน ส่งเสริมการจัดประชุมและนิทรรศการ (องค์การมหาชน)

ในฐานะ ผู้มีหน้าที่เสียภาษี

ที่อยู่ : เลขรหัสประจำบ้าน
ต้องเลขที่ -
หมู่บ้าน -
เลขที่ 989 หมู่ 2, 81 และ 82
ตรอก/ซอย -
ถนน พระราม 1
เขต/อำเภอ ปทุมวัน
รหัสไปรษณีย์ 10330

ชื่ออาคาร สยามนิทรรศน์หาวเวอร์
ชั้นที่ 25, 26

หมู่ที่ -
แยก -
แขวง/ตำบล ปทุมวัน
จังหวัด กรุงเทพมหานคร



ชื่อย่อ

เลขประจำตัวผู้เสียภาษีอากร
ชื่อ EXPOS ASIA PTE LTD.,

เลขที่สาขา

ได้เสียอากรแถมเป็นค้ำเงินสำหรับตราสารความปฎิบัติอัตราอากรแถมปี ช้อ 4
ลักษณะตราสาร ล้างทำของ ดังนี้ :



	บาท	สต.
มูลค่าตราสาร	1,682,242	99
ค่าอากรแถมปี	1,683	00
เงินเพิ่ม	0	00
รวมเงิน	1,683	00

จำนวนเงินเป็นตัวอักษร (หนึ่งพันหกร้อยแปดสิบสามบาทถ้วน)

ตามใบเสร็จ เลขที่ 018389

ลงวันที่ 2 มีนาคม 2566

เลขระบุเอกสาร อ.ส.4 คือ 01003071-25660302-1-02-000261

ลงชื่อ

(นางสาวศุภาพิชญ์ บัวเกตุ)

ตำแหน่ง

เจ้าหน้าที่งานสรรพากรปฏิบัติงาน

ใบสัณห์หลังตราสารนี้จะสมบูรณ์ก็ต่อเมื่อพนักงานเจ้าหน้าที่อากรแถมปีของหน่วยเก็บภาษีอากร
ได้ลงชื่อและออกใบเสร็จรับเงินเรียบร้อยแล้ว



TERMS OF REFERENCE for the procurement specific method

1. Name of Project

Project: Pay Per Performance & Representative

Activity: Pay Per Performance and Representative for European Market (Germany, France, UK, Italy, Belgium, Netherland, Luxembourg, Austria and Czech)

2. Budget

Financial amount 1,800,000 THB, which including VAT and all kinds of expenses already.

3. Principle and Reason

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

4. Objective

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

1. To assist TCEB in promoting the awareness of Thailand as the Exhibition hub of ASEAN.
2. To encourage potential organizer to lead potential trade shows to launch in Thailand.
3. To promote Thailand as a destination for World ICONIC Events.
4. To assist Thai Exhibition Stakeholders for new opportunity to meet new partner from target countries.
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 provide effective research and information related to the exhibition industry, exhibition key organizer and related organization in designated countries to summarize market trends and movements, shows update, government policy updates which will encourage new opportunity for Thailand to attract new show in 12 monthly reports.
2. To provide effective analysis on the movement of potential World ICONIC Events or Arshow related including market insight, competitor analysis and possibility to launch show in Thailand.
3. To provide ranking and crucial information of potential organizers in Europe in 1 report.
4. To act on behalf of TCEB and provide sufficient information and promote Thailand's exhibition to the targets.
5. To coordinate for TCEB's overseas business function; for example, to arrange and correspondence on invitation potential organizers from designate countries to participate and to coordinate for pre-function arrangement e.g. venue, F&B, logistics at least 2 activities.
6. To support promoting exhibitions in Thailand through marketing communication activities.
7. 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 12 meetings.
8. To lead and facilitate potential organizers from designated countries to launch new show in Thailand and apply through request for support (RFS) from TCEB up to 2 shows (pay per performance)
9. To participate marketing activities as designated by TCEB.
10. To design & execute an incubation programme for professional exhibition organizer (as part of EO-Pro League) at 1 activity e.g. Workshop in Thailand.

11. Other cooperation as designated. In some activities may incur additional expenses such as travelling expenses, guest allowance, etc. will be informed to TCEB 1 month in advance in order to receive prior approval.
12. The Contractor must notify about the Employer's privacy policy to the data subject for acknowledgement, and request for the data subject's consent in order to proceed with the data subject's personal data
13. The Contractor must establish and maintain the appropriate security measurement for data processing, by mainly taking into consideration the nature, scope and purpose of data processing pursuant to the scope of work. This aims to protect the personal data from risk in connection with the personal data processing.

6. Qualifications of the Contractor

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

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

7. Duration of project operation under the contract

After the agreement signed to 29th December 2023

8. Delivery of work

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

No.	Details of the delivery of work	Delivery date
Phase 1	<p>1st Delivery:</p> <ul style="list-style-type: none"> The contractor must deliver the 1st monthly report in new power point presentation format which indicate the detailed of analysis refer to item 1.1 and 1.2 below. The contractor must deliver 1 report in power point format to provide ranking and crucial information of potential organizers in Europe. <p>2nd Delivery:</p> <p>The contractor must deliver 11 monthly reports in new power point presentation format which indicate the detailed of analysis including all information as following</p> <p>1.1 Information related to the exhibition industry, exhibition key organizer and related organization, market trends and movements, shows update, government policy updates which will encourage new opportunity for Thailand to attract new show</p> <p>1.2 Effective analysis on the movement of potential World ICONIC Events or Airshow related including market insight, competitor analysis and possibility to launch show in Thailand.</p>	<p>1st Delivery:</p> <p>The 1st monthly report and the potential organizers ranking report must be submitted within 30 days from the date of signing contract.</p> <p>2nd Delivery:</p> <p>The rest of monthly reports must be submitted on 25th of each month. Total 11 reports must be submitted within 29th December 2023</p>
Phase 2	<p>The contractor must deliver at least 2 summary reports of TCEB's business oversea activities in PowerPoint format. The contractor will coordinate for TCEB's overseas business function e.g., to arrange and correspondence invitation to potential organization to participate activity and to coordinate for pre-function arrangement (e.g. venue, F&B, logistics)</p>	<p>The reports must be submitted within 30 days after finished each activity. This will not exceed 29th December 2023.</p>
Phase 3	<p>The contractor must deliver summary reports in PowerPoint format of 12 physical and/or online meeting arrangements for TCEB, Thai Exhibition Stakeholder, or the contractor on behalf of TCEB with potential organizer or related organization.</p>	<p>The reports must be submitted within 30 days after finished the last meeting. This will not exceed 29th December 2023.</p>

No.	Details of the delivery of work	Delivery date
Phase 4	The contractor must co-ordinate with the organizers with headquarters in the designed countries who will launch new show in Thailand to apply for New Show support through request for support (RFS Online) from TCEB (According to the criteria New Show Support) by requesting support for 1 event, counting as 1 delivery of work and up to 2 shows (pay per performance).	1st Delivery: The contractor must submit submission letter within 30 days after the organizers submitting request for support (RFS online). 2nd Delivery: The contractor must submit submission letter within 30 days after the organizers submitting request for support (RFS online). This will not exceed 29 th December 2023.
Phase 5	The contractor must submit a summary report of incubation programme for professional exhibition organizer (as part of EO-Pro League); report including an outline of programme, scope of work and post-activity of in PowerPoint format.	The reports must be submitted within 30 days after finished the activity. This will not exceed 29 th December 2023.

9. Payment terms

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

9.1 The 1st payment, TCEB will pay 30 percent of the cost in Phase 1 of quotation after the 1st delivery of Phase 1 is complete. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.2 The 2nd payment, TCEB will pay 70 percent of the cost in Phase 1 of quotation when the contractor submitted another 11 reports (the 2nd delivery of Phase1). The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

(Translation)

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9.3 The 3rd payment, TCEB will pay 100 percent of the cost in Phase 2 of the quotation when the contractor submitted reports according to phase 2 requirements. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.4 The 4th payment, TCEB will pay 100 percent of the cost in Phase 3 of the quotation when the contractor submitted report according to phase 3 requirements. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.5 The 5th payment, TCEB will pay 50 percent of the cost in Phase 4 of the quotation after the 1st delivery of Phase 4 is complete when the organizers apply for new show support by requesting support through submitting request for support (RFS online). The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.6 The 6th payment, TCEB will pay 50 percent of the cost in Phase 4 of the quotation after the 2nd delivery of Phase 4 is complete when the organizers apply for new show support by requesting support through submitting request for support (RFS online). The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

9.7 The 7th payment, TCEB will pay 100 percent of the cost in Phase 5 of the quotation when the contractor submitted report according to phase 5 requirements. The payment schedule will be considered after the approval of the acceptance committee and has been signed by the approval authority only.

10. Performance Security

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

11. Stamp duty

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

12. Fine rate

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

13. Cancellation

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

14. Ownership of data and documents

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

15. Personal Data Processing

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

The Contractor shall conduct the processing and keep the record of all personal data processing activities (Record of Processing) performed by the Contractor within the scope of work only and the data as specified below, and shall deliver such record to the Employer upon the termination of Agreement.



16. Disclaimer

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

17. Sub-contracting

The contractor has not right to sub-contract the works under this contract, whether in whole or in part, except for partially sub-contracting that have been permitted in writing from the Principal. Permission to partially sub-contracting of the principal 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 the principal at the rate of 10 percent of the amount of the sub-contracted works, without prejudice to the principal's right to terminate this contract.

Remarks:

1. The decision of the TCEB is deemed to be final. The persons who have not been selected shall accept and shall not dispute the decision of the TCEB in any case at all.
2. TCEB reserves the right to not choose the lowest bidder, but it will consider from the criteria used in the overall selection process.
3. The selected agency must work along with TCEB. Any decision-making must be obtained the prior consent from the TCEB.
4. TCEB reserves the right to negotiate the prices with the proposer, whether before and/or after TCEB has decision.
5. TCEB reserves the right to modify or add content as appropriate with the consent of the selected agency.

For more information: Contact person:

Ms. Thanthita Inman

Manager, Exhibition Department

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

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(Translation)

Thanthita I.

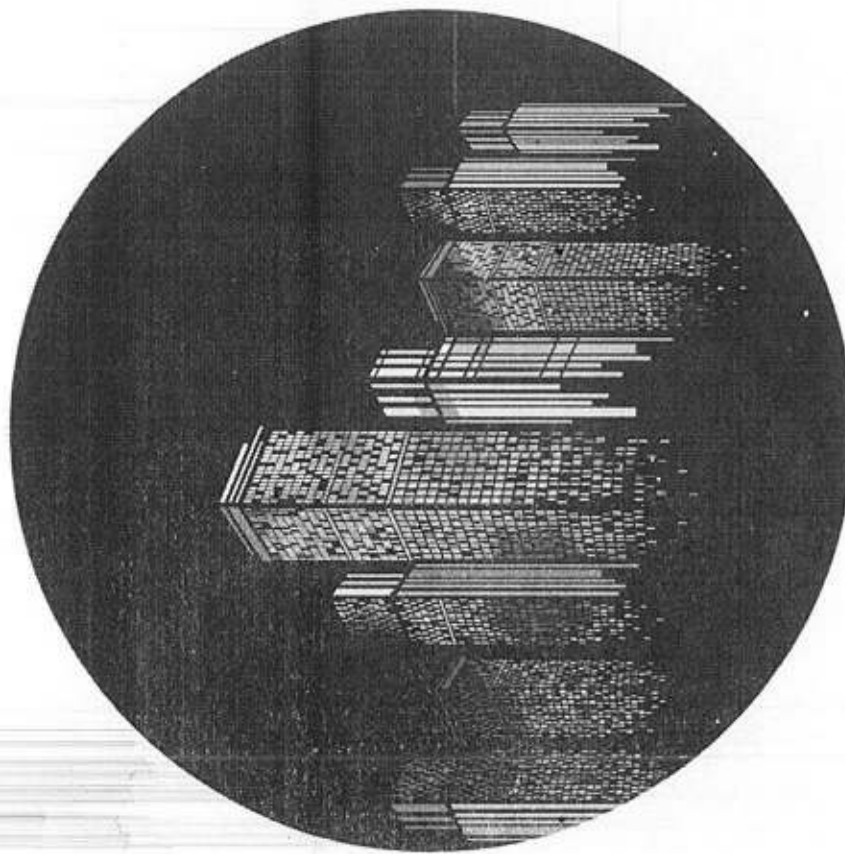
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2023 Scope of Work

EXPOS ASIA:

EU REPRESENTATIVE 2023



EU Representative's Scope of Work 2023

KPI

1.1 Monthly Situation Updates & Monthly update and analysis on new lead movement for World Iconic or Airshow related

1 report per month
Total: 12 units

1.2 Report on ranking and crucial information of potential organizers in Europe.

1 report
Total: 1 units

2. Co-ordinate and arrange Business Functions

Arrange and Participate in oversea business functions
Total: 2 Activities

3. Co-ordinate for Business Meeting arrangements physical and online.

Total 12 Arrangements

4. Co-ordinate and invite potential organizer to launch Clustering Events under World Iconic or Road to Airshow project in Thailand and request for support (RFS) from TCEB.

Total 2 units (pay per performance)

5. Design and Execute an incubation program for Professional Exhibition Organizers (as part of EO Pro-LEAGUE) e.g. workshop

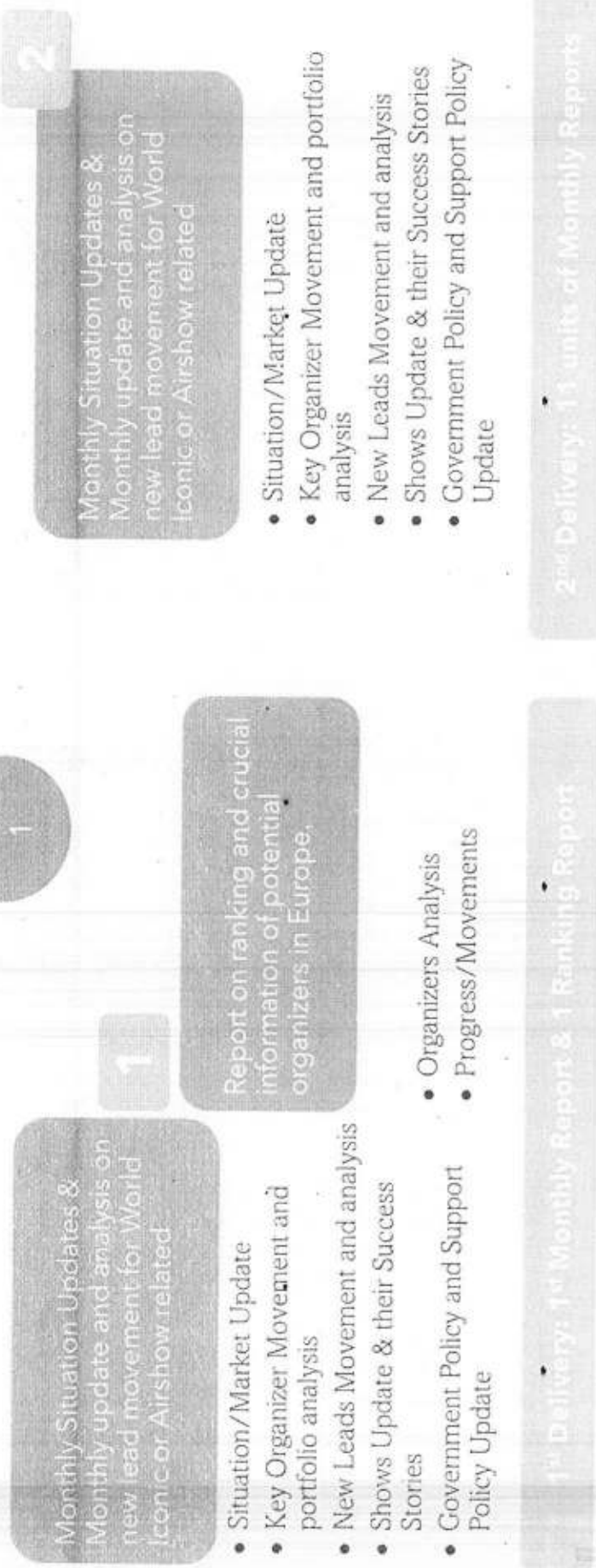
Execution an incubation program
Total: 1 unit

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EU Representative's Scope of Work 2023

Phase 1



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EU Representative's Scope of Work 2023

Phase 2

Co-ordinate and arrange Business Functions

- Function arrangement
 - contact person for venue arrangement, F&B etc.
- Participants list and Invitation
- Responsible on own Travel expenses

Phase 3

Co-ordinate for Business Meeting arrangements physical and online.

- Identify benefits of the meeting
- Arrange meeting with potential organizers
- Summarize all meetings arrangement and results

Phase 4

Co-ordinate and Invite potential organizer to launch new shows in Thailand

- Co-ordinate and support PEOs until launching of exhibition under World Iconic or Road to Airshow in Thailand
- Be a focal point of TCEB until request for support (RFS) is confirmed.
- Requesting support for 1 event, counting as 1 delivery of work and up to 2 shows (pay per performance).

KPI: Send the reports after finish activities

1st and 2nd Delivery:

- Send submit submission letter within 30 days after the organizers submitting request for support (RFS online).

**Pay per performance (Target 2 shows)

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EU Representative's Scope of Work 2023

Phase
5

Design and Execute an incubation program
for Professional Exhibition Organizers (as part
of EO-Pro LEAGUE)

- Design the program/activity to align with objectives and strategies
- Execute the activity (as per discussion & agreed)
- Summarize the activity and results

KPI: Send the reports after finish activities

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160 Robinson Road, Singapore
069538

T +65 97316948

M +491743277719

Work Email bk@exposasia.com

Date: January 10, 2023

To: Thailand Convention and Exhibition Bureau
Siam Piwat Tower Building, 25-26 Floor, Unit A2,B1 and B2,
989 Rama 1 Road, Pathumwan, Bangkok 10330, Thailand

Attn: Exhibition Department

Subject: Official Quotation for Business Development / Representation Europe Region
2023

We would like to present the following quotation for our business activities in Europe Region for the year 2023:

Item		Quantity	Budget (THB)
Phase 1	1st Delivery: Item1: 1 st Monthly Reports in new power point presentation format which indicate the detailed of analysis refer to item 1.1 and 1.2 below. 1.1 Monthly Situation updates including exhibition industry market update, key organizer, trends and movement and portfolio analysis; shows update and success stories; government policy updates 1.2 Monthly update and analysis on new lead movement of potential World Iconic Events or Airshow related including market insight, competitor analysis and possibility to launch show in Thailand.	1st Delivery: 1 monthly report	500,000
	Item2: Report on ranking and crucial information of potential organizers in Europe. 2nd Delivery:	1st Delivery: 1 report	

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	<p>Total 11 units of Monthly Reports in new power point presentation format which indicate the detailed of analysis refer to item 1.1 and 1.2 below.</p> <p>1.1 Monthly Situation updates including exhibition industry market update, key organizer, trends and movement and portfolio analysis; shows update and success stories; government policy updates</p> <p>1.2 Monthly update and analysis on new lead movement of potential World Iconic Events or Airshow related including market insight, competitor analysis and possibility to launch show in Thailand.</p>	<p>2nd Delivery:</p> <p>11 units of Monthly reports</p> <p>Phase 1</p> <p>TOTAL: 13 reports</p>	
Phase 2	<p>Coordinate and arrange Business Function Arrangement e.g. •</p> <ul style="list-style-type: none"> • Invitation Management and list, • contact venue, F&B, logistics • Travel included. 	2 Activities	400,000
Phase 3	Coordinate for meeting arrangement for TCEB online /offline including arrangement, summary & report	12 Meetings	200,000
Phase 4	<p>Invite potential organizer to launch new show in Thailand and to apply for New Show support through request for support (RFS Online) from TCEB (According to the criteria New Show Support) by requesting support for 1 event, counting as 1 delivery of work and up to 2 shows (pay per performance).</p> <p>1st Delivery: Send submission letter within 30 days after the organizers submitting request for support (RFS online).</p>	<p>Target 2 RFS</p> <p>*pay per performance</p>	400,000

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	2nd Delivery: Send submission letter within 30 days after the organizers submitting request for support (RFS online).		
Phase 5	Design & execute an incubation programme for professional exhibition organisers (as part of EO-Pro League) eg. Workshop in Thailand <ul style="list-style-type: none">• Travel included.• Submit a summary report in PowerPoint format after finish activity	1 unit	300,000
	Total Cost (Including VAT)		1,800,000

Payment terms & Duration

The payment is divided by phase and shall be made according to delivery of work (item no. 8) and payment term (item no.9) in the TERMS OF REFERENCE (TOR). This will not exceed 29th December 2023.

Bank details:

IN SINGAPOR DOLLARS

Expos Asia Pte Ltd

United Overseas Bank (UOB)/ UBO Branch Upper Bukit Timah Branch, 148 Upper Bukit Timah Rd. 588178 Singapore/ SWIFT: UOVBSGSG

Bank Account: 3753054292

Bank Code 7375


Branch Code 059

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

With best regards



Bjoern Kempe
Managing Director
Expos Asia Pte Ltd.

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Privacy Notice

Thailand Convention & Exhibition Bureau (Public Organisation)

1. Introduction

Thailand Convention & Exhibition Bureau (Public Organisation) (hereinafter referred to as "TCEB") realises the importance of personal data (collectively referred to as "Data") of customers, participants in activities or services, partners and service providers, suppliers, business contacts who are natural persons, directors, persons holding power of attorney, representatives, agents, shareholders, employees, other persons or juristic persons having similar relationships with TCEB and its affiliates and partner agencies, visitors to or users of websites, including systems, applications, devices, or other communication channels supervised by TCEB, project participants (including students, teachers, and educators in educational institutions), exhibitors, reporters, influencers, bloggers, (collectively referred to as "You/Your") and strictly upholds Your right to privacy, so that You can be confident that TCEB is transparent and responsible in the collection, use, or disclosure of Your Personal Data in accordance with the Personal Data Protection Act, B.E. 2562 ("the Personal Data Protection Law"), and the Business Privacy Notice ("Notice") and other relevant laws enacted to enable You to know and understand the form, purpose, and method of collection, use and disclosure (collectively the "Processing") of your Personal Data by TCEB and/or officials and related persons acting on behalf of TCEB, and Your rights under the Personal Data Protection Law. The details of the Notice are presented as follows;

2. Definitions

"Office"	means the Thailand Convention & Exhibition Bureau (Public Organisation), or "TCEB"
"Personal Data"	means any information, including Sensitive Personal Data, about a person who has not yet passed away, that enables that person to be identified, either directly or indirectly.
"Sensitive Personal Data"	includes race, ethnicity, political opinion, religion or philosophical beliefs, sexual orientation, criminal record, health and disability information, labour union affiliation, genetic information, biometric information (for example fingerprint scanning, facial recognition, or iris recognition, etc.)

3. Scope of Notice Enforcement

This Notice applies to persons whose Personal Data is processed by TCEB, as well as contract parties and external parties processing Personal Data on behalf of, or in the name of, TCEB.

4. Sources of Personal Data collected by TCEB

TCEB collects or acquires various categories of Personal Data from the following sources:

1) Personal Data that TCEB collects directly from the Personal Data subject via various service channels, such as application and registration processes, signing of contracts and documents, conducting surveys, or through activities, services, or service channels supervised by TCEB; or when the Personal Data subject communicates with TCEB at the Office or via other communication channels supervised by TCEB, etc.

2) Personal Data that TCEB collects from the Personal Data subject accessing the website, or application, or social media activities, or other contractual or mission-based activities or services such as website usage tracking through the use of cookies or from software on the Personal Data subject's device, etc.

3) Personal Data that TCEB collects from sources other than the Personal Data subject, provided that such sources have the authority, and there are legitimate interests or consent from the Personal Data subject, to disclose such information to TCEB, such as out of necessity to allow the provision of contracted services where Personal Data may be exchanged between the contracted parties.

4) Records of Your correspondence with TCEB, retained in the form of records of message recipients, satisfaction assessments, research and statistics and recordings of conversations, incoming caller telephone numbers, security camera (CCTV) footage when contacting the TCEB Office, plus information provided through various forms of media including SMS, social media, use of the application, emails, etc.

5) Your social media profile information from social media sites including Facebook, Twitter, or Line that You use to connect to or access any of TCEB's services, such as Your social media account ID, Your interests, likes, and names of friends. You can control the collection of such information through the social media account privacy settings of Your social media provider.

6) Information You provide when creating an online or application account with TCEB. These services are generally intended for the registered account holder only. If You allow someone else to access Your account/s, You should make such persons aware of this Notice.

7) Personal Data that TCEB receives about You from contractual or business partners and third parties, that are relevant to the provision of services, such as information received from Personal Data processors who are contract parties with TCEB.

8) Personal Data about You that TCEB acquires from public records, and/or

9) Personal Data obtained from government agencies, and/or regulatory authorities in the exercise of powers within their legal jurisdiction.

Additionally, this includes cases where You provide Personal Data about other persons to TCEB. In such cases, it is Your responsibility to provide the details of this Notice, or the activities or services as the case may be, to such persons, as well as seek their consent where consent is required to disclose such information to TCEB.

Nevertheless, in case you refuse to give Your Personal Data as required by our services, TCEB may not be able to provide some or all of our services to you.

5. The Lawful basis for the Collection of Personal Data

TCEB determines the appropriate the lawful basis for the data collection and the context of service provision. In any case, TCEB's the lawful basis for the Personal Data collection is as follows:

The Lawful basis for Data Collection	Details
5.1 It is necessary for the performance of duties for the public benefit or for the undertaking of duties or exercising power for which TCEB has been granted powers by the state.	In order that TCEB may exercise its state powers and perform duties for the public benefit in accordance with its mission as stipulated by law, for example the Royal Decree establishing the Thailand Convention & Exhibition Bureau (2002) and its amendments, including orders, announcements, related regulations, Cabinet resolutions, etc.
5.2 For the legal obligation of duties under the law.	In order that TCEB may comply with the laws relating to its operations, such as: <ul style="list-style-type: none"> - Official Information Act, B.E. 2540 - The Public Organisation Act, B.E. 2540 - Tax laws

The Lawful basis for Data Collection	Details
	including relevant rules, regulations, orders, Cabinet resolutions, the execution of court orders, etc.
5.3 It is necessary for the legitimate interests	For the legitimate interests of TCEB and other persons where such interests are no less important than the fundamental rights of the Personal Data subject, for example processing of Personal Data for TCEB's internal affairs, etc.
5.4 It is necessary to establish legal claims, compliance or the exercise of legal claims, or the defence against legal claims.	To establish legal claims, compliance or the exercise of legal claims, or defence against legal claims, for example keeping documentation of contracts that have been completed but not yet expired under the law.
5.5 It is necessary to perform contractual obligations .	In order for TCEB to perform its duties in accordance with a contract or take the necessary action to enter into a contract to which you are a party with TCEB, for example out-sourcing services, memorandums of understanding, or other forms of contracts, etc.
5.6 For the preparation of historical documents, research, or statistics.	So that TCEB can prepare, or assist in the preparation of, historical documents, research, or statistics as TCEB may be assigned.
5.7 Your consent	For the Processing of Personal Data where TCEB requires Your consent. The purpose of the Processing of Your Personal Data will be informed to You before consent is requested, for example the collection of Sensitive Personal Data for purposes outside the exceptions in Section 24 and Section 26 of the Personal Data Protection Act B.E. 2562, or presenting or publicising the activities or services of contract parties or business partners, to You.

In the event that TCEB needs to collect Your Personal Data for the performance of a contract, the performance of duties under the law, or as necessary to enter into a contract with You, if You refuse to give Your consent to such collection or object to the processing of such Data for said purpose, it may result in TCEB being unable to provide all or part of the services that You have requested.

6. Categories of Personal Data collected by TCEB

TCEB may collect or obtain the following information which may include Your Personal Data depending on the services You use, or the context of Your relationship with TCEB and includes other considerations applicable to the collection of Personal Data. The categories of data listed below outline TCEB's general framework for the collection of Personal Data. Only Data relevant to the activities or services You use will be collected.

Categories of Personal Data	Details and Examples
6.1 Personal Details	Information that identifies You by name or information from official documents (including relevant cards) that specifies Your identity such as title, first name, surname, signature, ID card number, nationality, passport number, licence number, professional occupational licence number, etc.
6.2 Information about the character of a person	Detailed information about You, such as date of birth, sex, height, age, native language, photograph, behavioural data, interests, etc.
6.3 Contact details	Contact information such as Your home telephone number, mobile telephone number, fax number, email address, office address, office location map, home address, postcode, home location map, social media handles (Line ID, facebook ID, MS Teams), etc.
6.4 Information about work experience and educational background	Work history, such as positions held, employers, passport number (for foreigners), place of work, positions, responsibilities, expertise, type of industry, educational institution, educational results, etc.
6.5 Information about use of TCEB services	Details related to TCEB's activities and services, such as user account name, password, PIN number, single sign-on

Categories of Personal Data	Details and Examples
	information (SSO ID), OTP code, computer traffic information, geolocation data, photographs, videos, audio recordings, usage behaviour data (on websites under the supervision of TCEB, or applications), browsing history, cookies or similar technologies, device ID, device type, connection details, browser information, language used, operating system used, etc.
6.6 Sensitive Personal Data	Your Sensitive Personal Data such as biometric information, (e.g. facial recognition), fingerprints, etc.

7. Cookies

TCEB collects and uses cookies and similar technologies on the websites under its supervision, or on Your devices according to the system You use. Details are in accordance with TCEB's Cookie Policy.

8. Personal Data of Minors

In the event that TCEB is aware that Personal Data requiring consent belongs to a minor, TCEB will not collect such Data until it has received the consent of said minor's custodian in accordance with the law. In general, TCEB does not collect the Personal Data of minors.

In the event that TCEB is not aware that the Personal Data collected belongs to a minor, and later becomes aware of the fact that it has collected Personal Data without the consent of the custodian with the authority to act on behalf of the minor, TCEB will immediately delete or destroy such Data unless it has legal grounds for its collection, use, or disclosure.

9. Purpose of Collecting Personal Data

TCEB collects Your Personal Data for a number of purposes depending on the type of activity or service You use as well as the nature of Your relationship with TCEB. The purposes outlined below are a general framework for TCEB's use of Personal Data. The purposes of collecting Your Data relate to the activities or services You use, or the nature of Your relationship with TCEB only.

1) To complete necessary actions in the performance of duties in the public benefit for which it has been assigned, or as necessary to exercise the legal powers that TCEB has been

given to carry out its mission as per the Royal Decree establishing the Thailand Convention & Exhibition Bureau 2002, and subsequent amendments and related laws, rules, regulations, or orders.

2) To provide services, and manage the services of TCEB, either as contracted with You or in accordance with TCEB's mission.

3) For permission to connect and provide free Wi-Fi service.

4) For marketing and communication purposes including direct marketing, sending You marketing information and promotional offers, such as bidding invitations, etc. More information will be furnished under the "Use of Personal Data for Marketing Purposes" section.

5) To supervise, operate, monitor and manage services to facilitate and meet Your needs.

6) To keep a record of Personal Data processing as required by law.

7) For Data analysis, including solving problems related to TCEB's services.

8) For registration, identity verification, and to check information when You apply to use or contact TCEB's services, or in the exercise of legal rights.

9) To ask You to participate in surveys and satisfaction assessments in order that TCEB can improve and develop the quality of its activities and services.

10) To send You notifications, order confirmations, or for other communications with You.

11) To verify Your identity, and to prevent spam or unauthorised or illegal acts.

12) To examine how the Personal Data Subject accesses and uses TCEB's services, both individually and collectively, as well as for research and statistical analysis purposes.

13) To take the necessary actions in undertaking TCEB's duties with respect to regulatory authorities, tax authorities, law enforcement, and TCEB's legal obligations.

14) To take action for the necessary legal interests of TCEB or others, or juristic persons related to TCEB's operations.

15) To comply with applicable laws, announcements, ordinances, legal proceedings, the processing of subpoenaed information, including the exercise of rights as they relate to Your Data.

16) To contact You for the delivery of documents relating to TCEB's activities and services, and the ongoing management of the relationship between TCEB and You.

17) To provide advice and suggestions regarding TCEB's activities and/or services that may be of interest to You.

18) To process Your requests submitted via TCEB's website or application.



19) For TCEB's business operations, such as data analysis, monitoring of new activities, service improvement, viewing service usage trends, viewing and evaluating the effectiveness of marketing campaigns, operations, and business expansion.

20) For press releases, invitations to events and seminars, to monitor the press, influencers, and bloggers and their country of origin.

21) To monitor feedback, address complaints, and fulfill requests.

22) For security and fraud detection purposes.

23) For financial transactions and payment-related services.

24) For profiling and data analytics purposes to analyse Your interests, and behaviour, (such as products and services purchased, amount spent, location of purchasers) for marketing activities, and product and service development; analysis of data based on interests or behaviour, and data cleansing to conduct market research, surveys, assessments, behaviours, statistics, classifications, consumption patterns and trends to enhance business operations, to modify content as appropriate, and evaluate the effectiveness of promotional campaigns.

25) As a database for job matching and hiring.

26) For the selection of service providers, business partners, partner agencies, and convention ambassadors.

27) For business objectives, relationship management, and business compliance.

28) For Souvenir delivery.

29) To serve as a database for TCEB in the organisation of activities and services, and marketing (such as maintaining databases of trainees, speakers, experts in specific fields, MICE Intelligence Centre subscribers, MICE Guru Thailand journal and MICE One-Stop Service).

30) Other purposes other than those listed above will be specified only when TCEB has requested Your Data, or such Data is collected or used in accordance with legal exceptions.

TCEB may use Your Sensitive Personal Data for the following purposes:

TCEB may use Your biometric data (Sensitive Personal Data) to allow access to restricted areas, meetings, and exhibition spaces.

10. Use of Personal Data for Marketing Purposes

In addition to the purposes above, and in compliance with the law, TCEB may need to use Your name and contact information for marketing purposes, such as the delivery of documents related to activities, services, promotions, the presentation of activities or services,

marketing information and promotion of public relations activities, and to conduct direct marketing (by mail, email, telephone, or other means) to maximise the benefits You can receive from TCEB through relevant activities and services. If you wish to opt out of receiving marketing communications materials from TCEB, You can do so by:

- 1) You may cancel the marketing communication through the telephone number 02-694-6000; or
- 2) For "only email communication relating to the marketing," you may choose not to receive emails regarding such marketing by clicking the unsubscribed link at the bottom of each email.

11. Categories of Persons to whom TCEB discloses your Personal Data

For the purposes outlined in Article 9 and Article 10 above, TCEB may disclose Your Personal Data to the following persons. The following recipient categories are TCEB's general information disclosure frameworks, and only recipients directly related to the activity, service, or relationship You have with TCEB will receive Data.

Type of Data Recipient	Details
11.1 Government agencies or authorised persons to whom TCEB must disclose Data for legal or other important purposes, (such as information that is in the public interest).	Law enforcement agencies or others with supervisory or other authority such as the Cabinet, Acting Ministers, Department of Provincial Administration, Revenue Department, Royal Thai Police, the Courts, Office of the Public Prosecutor, Department of Disease Control, etc.
11.2 Business partners	TCEB may disclose Your Data to persons working with TCEB for the benefit of providing services to You, such as agencies, and service providers You contacted through TCEB's services, marketing service providers, advertising media, financial institutions, platform providers, telecom operators, copyright owners' associations, courses and establishments participating in the MICE Career Platform System, the eKnowledge Partner network, etc.

Type of Data Recipient	Details
11.3 Service providers	TCEB may assign a third party to provide services on its behalf, or to support the operations of TCEB, such as data storage providers, (e.g. cloud, document warehouses), software system developers, applications, websites, courier services, payment service providers, internet service providers, telephone service providers, digital ID service providers, public relations and social media providers, information distribution service providers, exhibition/event service providers, research/survey service providers, journal production service providers, risk management service providers, external consultants, carriers, hotel booking/ticketing agents, etc.
11.4 Other recipients	TCEB may disclose Your Data to other recipients such as entrepreneurs/customers who are interested in products/services, and persons seeking sponsorship for the organisation of international conferences, in the operation of TCEB services.
11.5 Public disclosure	TCEB may disclose Your Personal Data to the public where necessary, for example actions that require TCEB announcements in the government gazette, or Cabinet resolutions, or on the MICE Intelligence Center website, etc.

Other Disclosures of Personal Data

TCEB may disclose Your Personal Data in other cases, where necessary, including:

- 1) To comply with applicable laws.
- 2) To fulfil requests from government agencies or to co-ordinate with various departments in matters relating to compliance with the law.
- 3) In response to matters of personal or public safety.
- 4) In matters of litigation, investigation, or other legal matters that involve Personal Data
- 5) In the investigation of security incidents.

12. International Transfers of Personal Data

In some cases, TCEB may need to send or transfer Your Personal Data abroad in order to provide services to You, for example sending Personal Data to the cloud where the platform or server is located abroad (eg. Singapore or the United States), to support information technology systems located outside Thailand. These cases are dependent upon the TCEB services that You use or are involved with.

If TCEB needs to send or transfer Your Data abroad, TCEB will ensure that the Personal Data transmitted or transferred is adequately protected in accordance with international data protection standards, or take the necessary actions in order to legally transmit or transfer such Data in accordance with the law, including:

- 1) Where sending or transferring Personal Data abroad is necessary to comply with the laws.
- 2) Notifying You and obtaining Your consent in the event that the destination country does not have appropriate standards of Personal Data protection, as per the list of countries announced by the Personal Data Protection Committee.
- 3) It is necessary for the fulfillment of a contract to which You are a party, or to fulfil Your request before entering into such contract.
- 4) It is necessary for the fulfillment of a contract between TCEB and other persons, or juristic persons, for Your benefit.
- 5) It is necessary to prevent or minimise danger to the life, body, or health of You or another person, where You are unable to give Your consent.
- 6) It is necessary for the public good.

13. Period of Personal Data Collection

TCEB will retain Your Personal Data only for such period as necessary to achieve the purpose for which it was collected and in accordance with the details specified in the policies or announcements of TCEB, and relevant laws. After the retention period for which Your Personal Data was collected has expired, TCEB will destroy, delete, or make unidentifiable Your Personal Data. However, in the event of a dispute over the exercise of rights or lawsuits related to Your Personal Data, TCEB reserves the right to retain such Data until such time as the dispute has been resolved, or a final order or judgement on the dispute has been handed down. In general, TCEB will keep Your Data for the duration of the legal

Internet Explorer support these technologies. The presence of HTTPS text, or a padlock symbol in the URL address bar indicate that data is being protected while it is being transmitted on the Internet.

2) Firewall: To ensure authorised access only to TCEB information, TCEB has put a number of firewalls (network security systems) in place between the computer system and TCEB.

3) Virus and Malware Scan Software: TCEB has installed, and periodically updates, virus and malware scanning software on all TCEB computers and servers.

16. External Link or External Service

TCEB's services may contain links to third-party websites and services, whose privacy policies may be different from TCEB's. TCEB recommends that You consult the privacy policies of such websites or services to familiarise Yourself with them before use. In this regard, TCEB is not associated with, nor has any control over the privacy protection measures of such websites and services, and cannot be held responsible for the content, policies, any damage, or actions arising from a third-party website or service.

17. Data Protection Officer

TCEB has appointed a Data Protection Officer to inspect, direct, and supervise the Processing of Personal Data, including co-operating and co-ordinating with the Office of the Personal Data Protection Committee to ensure compliance with the Personal Data Protection Act, B.E. 2562.

18. Your Rights in accordance with the Personal Data Protection Act, B.E. 2562

The Personal Data Protection Act, B.E. 2562 defines several data subject's rights details as following;

1) **The Right to Access to Personal Data** You have the right to request access to, to receive a copy of, and to know the source of any of Your Personal Data that TCEB has collected from any source other than Yourself. TCEB may refuse such request on legal grounds or when prevented by court order, or in the event that the exercise of Your rights may cause damage to the rights and freedoms of others.

2) The Right to Rectification If You find that Your Personal Data is inaccurate, incomplete, or not up-to-date, You have the right to request that the Data be amended to make it accurate, complete, current, and unambiguous.

3) The Right to Erasure You have the right to request that TCEB delete or destroy Your Personal Data, or to make Your Personal Data unidentifiable. However the exercise of this right is subject to the conditions as stipulated by law.

4) The Right to Refrain from Use of Personal Data You have the right to request the suspension of the use of Your Personal Data in the following cases:

- a) During the period when TCEB is conducting an investigation, upon the request of the Personal Data subject, to ensure that the Personal Data is correct, complete, and up-to-date.
- b) When the Personal Data Subject's Data has been collected, used, or disclosed unlawfully.
- c) When the Personal Data Subject's Data no longer needs to be kept according to the purposes for which TCEB originally informed the Personal Data subject, but the subject desires that TCEB retain the Data for the exercise of his/her legal rights.
- d) During the period when TCEB is verifying the legal reasons for collecting the Personal Data of the Personal Data subject, or investigating the need to collect, use, or disclose the Data for the public interest, after the Personal Data subject has exercised his/her right to object to the collection, use, or disclosure of said Data.

5) The Right to Object to the Processing of Personal Data You have the right to object to the collection, use, or disclosure of Your Personal Data, except in the case where TCEB has legal grounds to refuse said request (such as if TCEB can demonstrate that the processing of Your Personal Data is lawful, or for the establishment of legal claims, or for legal compliance, or for the exercise of legal claims, or for the public benefit.)

6) The Right to Withdraw Consent In the event that You have given Your consent for TCEB to collect, use, or disclose Your Personal Data, (whether said consent was given before or after the Personal Data Protection Act, B.E. 2562 was enacted) You have the right to withdraw Your consent at any time during the period that TCEB keeps such Data, unless there is a legal limitation of rights that requires TCEB to keep the information, or there is a contract between You and TCEB that benefits You.

7) The Right to Data Portability You have the right to obtain Your Personal Data from TCEB in a format that is readable, or on an easily usable or automatic device which can disclose Data by automatic means, or You may request TCEB to send Your Personal Data in such formats to other Personal Data controllers. The exercise of this right must comply with applicable laws.

8) The Right to be informed what Personal Data of Yours Exists, and how it is being used You have the right to request to know what Personal Data of Yours exists, the nature of that Personal Data, and the purpose for its use by TCEB.

9) The Right to know the Source of Your Personal Data You have the right to know from where Your Personal Data was acquired in the case of Data for which you did not give Your consent to collect or keep.

19. Complaints to Supervisory Authority

In the event that You find that TCEB has not complied with the Personal Data Protection Law, You have the right to complain to a panel of experts or the supervisory authority appointed by the Personal Data Protection Committee or by laws. Before making such complaints, TCEB requests that You contact TCEB directly so that it has the opportunity to know the facts of the case and has the opportunity to clarify any misunderstandings and address Your concerns at the first opportunity.

20. The Modification of Privacy Notice

TCEB may improve, amend, or change this Notice at its discretion and will notify You of any changes through the website <https://www.businesseventsthailand.com>. The effective date of each and every revision will be indicated, however TCEB recommends that You regularly review the Notice for updates, especially before You disclose any Personal Data to TCEB.

Persons accessing TCEB's activities or services, or contacting TCEB after the enforcement of this Notice are deemed to understand, and to have acknowledged the terms in, this new Notice. If You do not agree to the terms in this Notice, please do not use TCEB's activities or services. You may contact TCEB for further clarification.

21. Contact for Enquiries or to Exercise Your Rights

If You have any questions, suggestions, or concerns with respect to TCEB's Processing of Your Personal Data, or about this Privacy Notice, or You wish to exercise Your rights under the Personal Data Protection Law, contact us at:

1) Data Controller

Name: Thailand Convention & Exhibition Bureau (Public Organisation)
Contact address: 989 Siam Piwat Tower, 25th – 26th floors, Units A2, B1 & B2,
Rama 1 Road., Pathumwan sub-district, Pathumwan district, Bangkok 10330
Contact: info@tceb.or.th
Call Centre: 1105

2) Data Protection Officer

Contact Address: 989 Siam Piwat Tower, 25th – 26th floors, Units A2, B1 & B2,
Rama 1 Road., Pathumwan sub-district, Pathumwan district, Bangkok 10330
Contact: dpo@tceb.or.th
Call Centre: 1105

This Privacy Notice is effective on 30 May 2022 onwards