

# CONRAD<sup>™</sup>

## MANILA

Operated by : SM Prime Holdings, Inc  
SM Mall of Asia JW Diokno Blvd.  
CBP-IA Pasay City 1300  
Tel: 632 8339999 | Fax: 632 8329999  
VAT Registered TIN 003-058-789-041

Attention to : Mr. Nathaniel G. Imperial

Date : 16-Feb-22

Department of Foreign Affairs  
2330 Roxas Boulevard  
Pasay City, Philippines

### STATEMENT OF ACCOUNT

Date of Event	SOA No.	Description	Invoice Amount	Paid Amount	Open Balance
02/14/2022	42219	DFA hosting of the Bilateral Meeting and Luncheon in connection with the Working Visit of External Affairs Minister of India	45,789.61		45,789.61
					45,789.61
					12% VAT 5,494.75
					10% Service Charge 4,578.96
					0.825 City Tax 377.76
					<b>BALANCE DUE 56,241.09</b>

\*\*Please make check payable to SM PRIME HOLDINGS, INC. or we would be grateful if you could remit the full amount of  
PHP 56,241.09 nett for the outstanding balance from our bank details below.

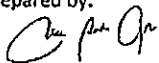
Company Name	: SM PRIME HOLDINGS, INC.	Account No:	PHP SAVING ACCT #00002370655328
Bank Name	: BDO UNIBANK, INC.		
Bank Address	: SM Mall of Asia Branch -A	Swift Code	: USD SAVING ACCT #102370560955
	Ground Floor, Main Mall, SM Mall of Asia J.W. Diokno Blvd.,		: BNORPHMM
	Mall of Asia Complex, Pasay City, 1300, Philippines		

If payment was made through bank deposit, kindly email us the copy of your bank deposit slip at your convenience for our reference.

The Hotel reserves the right to charge an interest of 3% per month on overdue bills and the company agrees to pay any such added charges.

For any queries on this account, please contact the Credit Manager at telephone number +63 2 8 833 999 local 2408

Prepared by:



Mayeth Gopez  
Director of Events Management

# CONRAD

## MANILA

### CONFERENCE AND EVENT AGREEMENT

This Conference and Event Agreement ("Event Agreement") between the parties identified immediately below as Client and Hotel is intended to be helpful to both you and us and result in your satisfaction with our performance.

<b>Client Name:</b> Department of Foreign Affairs ("You" or "you" or "your" or "Client")		<b>Hotel Owner Name:</b> SM PRIME HOLDINGS INC., currently trading as <b>Hotel Name:</b> Conrad Manila (collectively, "Hotel" or "we" or "our" or "us")	
<b>Client Mailing Address:</b>	Manila, Philippines	<b>Hotel Address:</b>	Seaside Boulevard corner Coral Way Mall of Asia Complex Pasay City, 1300, Philippines
<b>Client Contact Name:</b>	Mr. Nathaniel G. Imperial	<b>Hotel Contact Name:</b>	Mayeth Gopez
<b>Title:</b>	Office of the Asian Pacific Affairs	<b>Title:</b>	Director of Events Management
<b>E-mail address:</b>	aspac@dfa.gov.ph	<b>E-mail address:</b>	mayeth.gopez@conradhotels.com
<b>Phone:</b>	+63 995 965 3100	<b>Phone:</b>	+63 (0)2 8833 9999
<b>Fax:</b>	N/A	<b>Fax:</b>	+63 (0)2 8832 9999
<b>Event Agreement Issue Date:</b>	11 February 2022, Friday	<b>Agreement Number:</b>	211047416
<b>Event Dates:</b>	14 February 2022, Monday	<b>Name of Event ("Event"):</b>	Department of Foreign Affairs
<b>Arrival Date:</b>	14 February 2022, Monday	<b>Post to Reader Board As:</b>	Department of Foreign Affairs

We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

#### Function Details (see additional details if any in the Schedule of Events)

Date	Start Time	End Time	Function	Room Setup	No. of Persons
14 February 2022	10:00AM	11:30PM	AM Snacks	Special Setup	18 persons
14 February 2022	11:45AM	1:30PM	Set Lunch at Roosevelt	Special Setup	19 persons
14 February 2022	11:45AM	1:30PM	Set Lunch at Murphy	Special Setup	10 persons

#### FOOD ARRANGEMENT

AM SNACKS at Php 700 nett for 18 persons

##### MENU

- Banana Turon
- Biko
- Buko Pandan Salad

Note: Hotel to provide plates and cutleries and assortment of tea selections. Hot water and cups c/o DFA

#### CATERING FEE

- Php 6,141.25 net which covers for transportation and logistics expense

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## MANILA

**PLATED LUNCH with 1 round of non-alcoholic drink at Php 2,800 nett for 10 persons**

### **MENU for 8 persons**

Cappuccino of mushrooms with truffle oil essence  
\*\*\*  
Panara Deep fried Shrimp Wonton  
\*\*\*  
Crustacean cream soup "Bourride" with aioli baguette  
\*\*\*  
Chicken Adobo Roulade with baby potatoes and egg, brown rice  
\*\*\*  
Brazo de Mercedes with Pandan Cream  
\*\*\*  
Halo-halo

### **MENU for 2 persons**

Tomato-Zucchini Minestrone  
\*\*\*  
Conrad homemade spinach tofu & Vegetable Rice Paper Wraps with Lemon Sweet Chili Sauce  
\*\*\*  
French Beans with Tofu  
\*\*\*  
Vegetable Brown Rice Paella  
\*\*\*  
Strawberry Sorbet  
\*\*\*  
Halo-halo

**STAFF MEAL with 1 round of iced tea at Php 500 nett for 19 persons**

### **MENU on Chef's discretion**

### **BEVERAGE ARRANGEMENT**

- With 1 round of non-alcoholic drink as part of menu rate
- Freshly brewed coffee or tea
- Waived corkage for 3 bottles of wine

### **SETUP**

- Basic tables and chairs arrangement
- Standard flower centerpiece
- Hand sanitizing station

### **Breakdown of Total Anticipated Revenue**

Summary Of Total Anticipated Revenue for this Event		
Total Anticipated Food and Beverage - Snacks (18 persons)	PHP	10,258.56
Total Anticipated Food and Beverage - Lunch (10 persons)	PHP	22,796.53
Total Anticipated Food and Beverage - Staff Meal (19 persons)	PHP	7,734.52
Total Anticipated Catering Fee	PHP	5,000.00
Total Anticipated Value Added Tax	PHP	5,494.75
Total Anticipated Service Charge	PHP	4,578.96
Total Anticipated Local Government Tax	PHP	377.77
Current combined national and local taxes	PHP	10,451.48
Total Anticipated Revenue, including national and local taxes	PHP	56,241.09

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**Performance Damages** (see Cancellation and Performance Policies in the attached Standard Terms and Conditions)

The performance damages owed will be the amount necessary for the Hotel to receive no less than 98% of the Total Anticipated Revenue listed in the summary table above, plus applicable national and local taxes. The following hypothetical example is provided to illustrate the calculation of performance damages. If for a certain event a hypothetical client and the hotel agree that (i) the Total Anticipated Revenue for the event will be PhP 100,000, and (ii) that the client must achieve at least 98% of the Total Anticipated Revenue (such percentage which is sometimes referred to as "attrition") in order to avoid paying performance damages. Thus, that client must achieve at least PhP 98,000 in actual total expenditure (98% multiplied by PhP 100,000) in order to avoid paying performance damages. Client thereafter holds the event and achieves PhP 75,000 in actual total expenditure, resulting in performance damages equal to PhP 23,000 (PhP 98,000 less PhP 75,000), plus applicable national and local taxes.

**Full Cancellation Damages** (see Cancellation and Performance Policies in the attached Standard Terms and Conditions)

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue Owed	Amount of Cancellation Damages Owed, plus applicable national and local taxes
Cancellation between 11 February and 14 February 2022:	100 %	PHP 56,241.09

**Payment Breakdown:** (see Terms of Payment)

Special Send Bill Arrangement. Payable 30 days after event.

**Payment Instructions:**

Payments can be made either by certified cheque, made payable to 'SM PRIME HOLDINGS INC.', or by major credit card as per the Standard Terms and Conditions (see Terms of Payment),

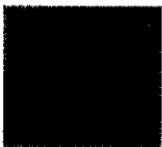
or by Bills Payment for PHP account to the following details

Company Name	SM Prime Holdings Inc (Conrad Manila)
Institutional Code	0605
Bank / Branch Name:	BDO Unibank, Inc.
Subscriber Account number	BDM202110700001

or by Bank Transfer for USD accounts to the following details:

SWIFT CODE:	BNORPHMM
Account Number:	USD SA #: 1023 7056 0955
Beneficiary Account Name:	SM PRIME HOLDINGS, INC.
Bank / Branch Name:	BDO Unibank, Inc.
Address of Bank:	SM Mall of Asia Branch-A G/F Main Mall, SM Mall of Asia, J.W. Diokno Blvd. Mall of Asia Complex, Pasay City, Philippines

Please send your remittance advice direct to [Maveth.Gopez@conradhotels.com](mailto:Maveth.Gopez@conradhotels.com) stating the invoices being paid and date of payment to our account.



CONRAD  
MANILA

**Entire Agreement:** This Event Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Event Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Event Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms of this Event Agreement.

The undersigned expressly agree and warrant that they are authorised to sign and enter into this Event Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO: DEPARTMENT OF  
FOREIGN AFFAIRS

By:

Signature

Name: Mr. Nathaniel G. Imperial

Title: Office of the Asian Pacific Affairs

Dated:

11 FEB 2022

SM PRIME HOLDINGS INC. currently trading as CONRAD  
MANILA, by HILTON WORLDWIDE INC., as manager

By:

Signature

Name: Mayeth Gopez

Title: Director of Events Management

Dated:

11 February 2022



# CONRAD

## MANILA

### STANDARD TERMS AND CONDITIONS

#### DEFINITIONS USED IN THIS CONFERENCE AND EVENT AGREEMENT

**Arrival Date** means the first date that you will arrive at the Hotel for the Event, as specified in the Event Agreement.

**Client, You, you or your** means the person or legal entity responsible for commissioning and payment of the Event, as specified in the Event Agreement.

**Event** means the booking using an area of our event space, public space, bedrooms, facilities and/or food and beverage ("F&B"), specific details of which are set forth in the Event Agreement.

**Event Agreement** means the portion of this agreement that sets out the details of the Event (as produced by our appropriate C&E sales system, e.g. GEM, Delphi, C&B Database).

**Event Agreement Issue Date** means the date that this agreement is sent by us to you, as set forth in the Event Agreement.

**Event Planner** means the person designated in the Event Agreement who is the event planner, meeting planner, travel agent, or professional conference organizer that performs services that result in you booking business at the Hotel and who is eligible to receive the Event Planner Bonus as set forth in the Event Agreement.

**Hilton Worldwide** means Hilton Worldwide, Inc.

**Hotel, we, our or us** means the entity who owns the Hotel where the Event will take place, as set forth in the Event Agreement.

**Planner** means the meeting planner, travel agent, professional conference organizer or other agency as designated in the Event Agreement that performs services that result in you booking business at our Hotel, and who is eligible to be rewarded by us with the commission payment as set forth in the Event Agreement.

**Schedule of Events** means an appendix to the Event Agreement that sets out additional specific details of an Event.

**Standard Terms and Conditions** mean the following terms and conditions that supplement the Event Agreement.

#### ALL RATES ARE QUOTED IN PHP

#### A - TOTAL NUMBER OF BEDROOM NIGHTS RESERVED

Bedroom accommodation allocations, room types, rates and release dates (where appropriate) are set out in the Event Agreement.

All bedroom rates are quoted inclusive of buffet breakfast and exclusive of applicable national and local taxes, unless stated otherwise in the Event Agreement.

Currently, national and local taxes on bedroom rates are prevailing rate. Please note that bedroom rates of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your Event (as well as any bedroom rate increases resulting from tax increases).

#### B - WEDDING PACKAGES

All wedding packages that include bedroom accommodations are quoted inclusive of buffet breakfast and exclusive of applicable national and local taxes, unless stated otherwise in the Event Agreement.

Currently, national and local taxes on delegate packages are prevailing rate. Please note that delegate packages rate of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your Event (as well as any rate increases resulting from tax increases).

#### C - FUNCTION DETAILS

This Event is based on the meeting room hire schedule and function details of the Event as set forth in the Event Agreement.

All F&B rates and meeting room rates are quoted exclusive of applicable national and local taxes, unless stated otherwise in the Event Agreement.

Currently, national and local taxes on F&B rates and meeting room rates are prevailing rate. Please note that F&B rates and meeting room rates of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your Event (as well as any rate increases resulting from tax increases).

#### 1. OPTION DATE

1.1. You are requested to review, sign and return this agreement to us within 7 days of the Event Agreement Issue Date, unless a different option date is stated in the Event Agreement. We reserve the right to release your tentatively reserved bedrooms and facilities, or to review our rates, if we do not receive your signed agreement by the applicable due date. No cancellation fee shall apply in such circumstances. If other enquiries are received for the same dates of your proposed Event, we may contact you earlier for confirmation, at our sole discretion.

#### 2. RESERVATION METHOD (APPLICABLE FOR BEDROOM ONLY)

2.1. All the bedrooms provided for in your Room Block will be reserved on a definite basis for you upon signing and returning this agreement to us. Reservations may be made either directly by your attendees via the Internet using the HiltonLink (please visit <http://www.hilton.com/GroupPage> to create your Personalized Web Page at least 7 days prior to when housing is scheduled to open); or via a rooming list. If you intend to use a rooming list, please contact your designated event manager and request an Excel template to create your rooming list.

2.2. Hilton Worldwide offers direct download into many hotel reservation systems using RAPID (Reservation Automated Processing Input and Delivery). Please contact your designated event manager to determine if RAPID is available for your Event.

2.3. At least 14 days prior to your Arrival Date, you shall provide to us either (i) individual reservations by means of a HiltonLink, or (ii) a rooming list detailing names of attendees for each bedroom type and date of arrival and departure.

2.4. We reserve the right to charge an administrative charge for rooming lists that are received after the date noted above. If you fail to provide such rooming lists to us by such date, you may continue to hold the bedrooms by making advanced payment in full of the Total Anticipated Bedroom Revenue. If you fail to either provide such rooming lists or make advanced payment in full of the Total Anticipated Bedroom Revenue by such date, we will be entitled (but not obliged) to release all or any such unconfirmed rooms in our sole discretion. Rooms released in this way shall be covered by the Performance/Reduction in Numbers clause below.

2.5. Your advance payments and deposits will be refunded by us to you within 30 days after completion of your Event if bedrooms you paid for in advance were later paid for by your attendees.

2.6. Hilton Worldwide's online Guest List Manager (GLM) allows groups to view and manage guest lists as well as view room count summaries for their room block. Please contact your designated event manager to determine if your Event is eligible for GLM.

2.7. If you request that we provide you and/or your representative(s) with access to guest reservation information pertaining to your attendees who have reserved rooms at our Hotel as part of your Room Block, then you certify that you have already obtained, or will obtain, consent from each of your attendees for our Hotel or Hilton Worldwide to provide to you and/or your representative(s) such attendee's reservation information, and you further agree to reimburse us and Hilton Worldwide for any costs, damages, fees or expenses of any kind arising from any claim(s) by an attendee relating to our or Hilton Worldwide's