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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.

Client Name: Department of Foreign Affairs ("You" or "you" or "your" or "Client")		**Hotel Owner Name: SM PRIME HOLDINGS INC., currently trading as Hotel Name: Conrad Manila (collectively, "Hotel" or "we" or "our" or "us")**	
Client Mailing Address:	Manila, Philippines	**Hotel Address:**	Seaside Boulevard corner Coral Way Mall of Asia Complex Pasay City, 1300, Philippines
Client Contact Name:	Ms. Kira Christianne R. Danganan-Azucena	**Hotel Contact Name:**	Mayeth Gopez
Title:	Office of the Secretary	**Title:**	Director of Events Management
E-mail address:	olivia.magpile@dfa.gov.ph	**E-mail address:**	mayeth.gopez@conradhotels.com
Phone:		**Phone:**	+63 (0)2 8833 9999
Fax:	N/A	**Fax:**	+63 (0)2 8832 9999
Event Agreement Issue Date:	4 May 2022, Wednesday	**Agreement Number:**	211047418
Event Dates:	5 May 2022, Thursday	**Name of Event ("Event"):**	Department of Foreign Affairs
Arrival Date:	5 May 2022, Thursday	**Post to Reader Board As:**	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
5 May 2022	6:00PM	9:00PM	Cocktail Reception	Special Setup	126 persons

FOOD ARRANGEMENT

COCKTAIL MENU AT PHP 3,500 NET PER PERSON

Theme: Sustainable and Local
Featuring the best of Conrad's restaurants

Pass around
C Lounge
Tuna Sisig and Quail Egg Tartlet

Banquet Kitchen
Organic Chicken Galantine, Cumberland sauce

Duck Adobo Rillette on Roasted Garlic Crostini with Pickled Onion, Orange Supreme

China Blue
Mushroom Buns
With locally sourced Mushrooms

From the Pastry Kitchen
Coconut Pudding with Chia and Cebu Mango

Davao Malagos Chocolate Gooey Brownie Pie

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Interactive Stations
Brasserie On 3

Moringga Adlai Risotto, Pan-seared Scallops

Sustainable Emperor Fish Sushi
Assorted Sushi and Sashimi

Beef Wellington
With Jus, Pumpkin Puree

On the Table
Aba Pardes Hydroponics Cherry Tomatoes
Olives
Grissini

BEVERAGE ARRANGEMENT

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

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 – Cocktail (126 persons)	**PHP**	**441,000.00**
Total Anticipated Entertainment - Entertainment	**PHP**	**61,600.00**
Total Anticipated Entertainment – Incidental Charges	**PHP**	**2,406**
Total Anticipated Revenue, including national and local taxes	**PHP**	**505,006.00**

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 signing of contract and event date	**100** %	**PHP 505,006.00**

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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 Mayeth.Gopez@conradhotels.com stating the invoices being paid and date of payment to our account.

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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

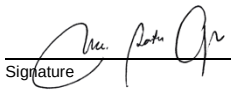
By: Signature

Name: **Ms. Kira Christianne R. Danganan-Azucena**

Title: Chief of Staff

Dated: 4 May 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: 4 May 2022

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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 organiser 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 organiser 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

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disclosure of any attendee's reservation information to you and/or your representative(s).

3. DEPOSITS / CONFIRMATIONS / EARLY CHECK OUT FEE

3.1. In order to confirm a bedroom assignment for your attendees (if applicable), we will require them to provide a **first and last night's deposit**, refundable up to **14** calendar days in advance of Arrival Date, after which due date the deposit is non-refundable. A major credit card that we accept can be used by your attendees to establish prepayment. We will advise your attendees which major credits are currently being accepted by our Hotel. All credit cards used to prepay will be charged immediately.

3.2. In the event that an attendee who has requested a room within your Room Block checks out prior to the attendee's reserved check-out date, we will charge an early check-out fee equivalent to 50% off the room rate/category requested. Attendees wishing to avoid an early check-out fee should advise us at or before check-in of any change in planned length of stay. We will inform attendees of the early check-out charge upon check-in and we request that you also inform your attendees of the charge.

3.3. Check-in time is **15:00**; check-out time is **12:00**. Early check-in and late check-out are subject to availability and approval by our Front Desk. We will charge an early check-in fee of and a late check-out fee of **the full amount of the room rate/category assigned**. Attendees wishing to avoid a late check-out fee should advise us at check-in of any need for an extended check-out time.

4. TERMS OF PAYMENT

4.1. If you have established sufficient credit facilities with Hilton Worldwide or us, you agree to pay an initial deposit (if applicable) as set out in the Event Agreement no later than **10** days after your receipt of this final signed agreement from us. Payment of the remaining balance will be due within thirty (30) days after receipt of the final bill.

4.2. If no credit facilities are agreed with Hilton Worldwide or us, then the following shall apply:

4.2.1. If the Event is taking place within 30 days of the Event Agreement Issue Date, full pre-payment of the Total Anticipated Revenue plus applicable national and local taxes is payable upon confirmation.

4.2.2. If the Event is taking place more than 30 days prior to the Event Agreement Issue Date, a deposit of **50%** of the Total Anticipated Revenue plus applicable national and local taxes will be payable upon confirmation, with the full remaining balance plus applicable national and local taxes being due and payable no later than 30 days prior to the Arrival Date.

4.2.3. If there are increases in the number of delegates after the agreement is signed by both parties, then full pre-payment of such additional charges plus applicable national and local taxes must be paid prior to the Arrival Date.

4.2.4. No later than **14** days prior to the Arrival Date, you will provide us with a valid credit card that we may charge for all estimated master account charges, as well as any F&B or other services not expressly set out in the Event Agreement but made available on request by or on behalf of you during the Event.

4.2.5. We may apply different payment terms as set out in the Event Agreement, in which case the different payment terms as set out in the Event Agreement shall take precedence over any conflicting payment terms contained in this clause.

4.3. If you prefer, all charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credits that our Hotel accepts as of the Event Dates. Currently, Hilton Worldwide accepts MasterCard, Visa, Diners Club, American Express and JCB International.

4.4. As a condition for us to accept your credit card as an approved form of payment for your master account charges, you agree to abide by the dispute resolution procedures described in this agreement below, which require that any disputes that you may wish to raise with respect to any master account charges must first be addressed directly by you and the Hotel, in which case the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. For the avoidance of doubt, you agree that you will not avail yourself of your credit card issuer's procedures for receiving a temporary credit for disputed charges arising from your credit card transactions with us (commonly referred to as a "chargeback").

4.5. We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks.

4.6. Accounts 30 days past due will be charged interest at a rate of **3%** above the **SM Prime Holdings, Inc. Group Corporate** base rate (or any local base rate equivalent) per month or the maximum rate allowable under applicable law or regulation (whichever is lower). If any charges are disputed in good faith, then you agree to pay us all undisputed amounts within 30 days of invoice date. The parties will then agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

5. ADDITIONAL SPEND

5.1. You shall pay us for any F&B and other services not expressly set out in the Event Agreement or the Schedule of Events (if applicable) but made available on request by or on behalf of you during the Event. On or before the Arrival Date, you will confirm to us in writing the names of those attendees who you consider to be authorised to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of your authorised signatures to be checked and signed on a daily basis.

6. EVENT PLANNER BONUS PROGRAMME

6.1. The individual designated in the Event Agreement as the Event Planner is eligible to earn an Event Planner Bonus for a qualifying event. Only the Event Planner who is specifically named in the Event Agreement will be eligible for this Event Planner Bonus, unless we receive confirmation in writing signed by you or the Planner (as applicable) before the Event that some other person is to receive the Event Planner Bonus.

6.2. The applicable Event Planner Bonus for your Event is specified in the Event Agreement. Full details and rules regarding the Event Planner Bonus Programme are available by visiting www.hilton.com. Hilton HHonors membership, earning of points and redemption of points are subject to HHonors Terms and Conditions. The Event Planner Bonus will only be issued after our receipt of full payment for the Event and in accordance with the Event Planner Bonus Programme rules. For the avoidance of doubt, no Event Planner Bonus will be awarded to the Event Planner based on cancellation damages or no-show charges.

6.3. Before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorised representative of the Event Planner's employer must be submitted to us, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. We can provide an acknowledgement form acceptable to us.

6.4. You (and the Planner if the Planner is signing this Event Agreement on your behalf) agree to take full responsibility for determining whether disclosure of the Event Planner Bonus is required and for making such disclosure if it is required. Further, you (and the Planner if the Planner is signing this Event Agreement on your behalf) agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim that disclosure was insufficient.

7. COMMISSION (APPLICABLE TO AGENTS ONLY)

7.1. Unless specifically mentioned otherwise in the Event Agreement, we will only pay commission to those agencies who are certified members of IATA, TIDS or HBAA (or similar bodies). Commission will be paid on the bedroom rate (exclusive of any rebates, housing company fees or other subsidy) for each bedroom actually occupied and paid for by you or your attendees that was reserved as part of your established Room Block at the special group rates as specified in the Event Agreement. For the avoidance of doubt, no commission payments will be earned by the Planner based on cancellation damages or no-show charges.

7.2. The applicable commission that the Planner is eligible to receive for your Event is specified in the Event Agreement. Commission will be paid only to the designated Planner, unless before the commencement of the Event, we receive notice in writing signed by you and the designated Planner that the commission is to be paid to some other person or entity.

7.3. Unless specifically mentioned otherwise in the Event Agreement, commission will be paid in a single payment but only after we receive full payment for the Event as well as a valid commission invoice. For the avoidance of doubt, we have no obligation to take any action to collect funds to be paid as commissions.

7.4. You (and the Planner if the Planner is signing this Event Agreement on your behalf) agree to take full responsibility for determining whether disclosure of the commission is required and for making such disclosure if it is required. You (and the Planner if the Planner is signing this Event Agreement on your

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behalf) further agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim disclosure was insufficient.

7.5. If no travel agent/meeting planner/professional conference organiser is specifically identified in the Event Agreement, then you acknowledge that all terms and conditions with regard to the Event have been negotiated directly between you and us. If following the final execution of this agreement you elect to retain the services of a travel agent/meeting planner/professional conference organiser in order to provide services to you in support of your Event, then you acknowledge and agree that any such retention will be solely at your election and all compensation owed to such travel agent/meeting planner/professional conference organiser shall be paid solely by you.

7.6. For the avoidance of doubt, you agree that the commission agreed to in the Event Agreement is for the benefit of the Event set out in the Event Agreement only and cannot be used by you to create a binding precedent for future events at our Hotel or at any other hotel operating within the Hilton Worldwide portfolio of hotels.

8. OUTSIDE FOOD AND BEVERAGE

8.1. You may not bring any outside food or drink into our Hotel for use during your functions/meetings, unless agreed by us in writing and in advance of the Event.

9. DELIVERIES

9.1. Arrangements for delivery of packages should be made through your designated event manager. Receiving, handling and shipping charges may apply. No packages will be accepted by us that require us to pay shipping costs. Deliveries will only be accepted within 48 hours prior to your Arrival Date, unless otherwise agreed by us in advance. All deliveries must be correctly labelled as per our guidelines. To the fullest extent permitted by applicable law, we shall not be responsible for any damage to or loss of your packages.

10. CANCELLATION AND PERFORMANCE POLICIES

10.1. The rates and concessions offered by us in the Event Agreement are based in part upon the total revenue anticipated by us from your agreement to use and pay for the bedrooms, meeting rooms and functions as listed in the Event Agreement. You guarantee that your Event will provide the Total Anticipated Revenue. You agree and understand that in the event of a full cancellation or lack of performance by you, we will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you.

10.2. As our actual damages would be difficult to determine, you agree to pay to us reasonable liquidated damages, plus applicable national and local taxes, for full cancellation or lack of performance as described in the following clauses. The parties agree that the liquidated damages clauses provided for in this agreement are a reasonable effort by the parties to agree in advance on the damages that we will suffer due to full cancellation or lack of performance.

10.3. Full Cancellation

10.3.1. Should you cancel your Event for any reason, including changing your meeting/function site to another hotel, then at the same time that you deliver your notice of cancellation to us, you also agree to pay us the applicable full cancellation damages, plus applicable national and local taxes. The full cancellation damages represent a percentage of the Total Anticipated Revenue for your Event, and the applicable payment is determined by based on the date that we receive your notice of cancellation. The schedule of full cancellation damages applicable for your Event is set forth in the Event Agreement.

10.3.2. All notices of cancellation must be in writing and will take effect from the date of our receipt of both your notice and the applicable cancellation damages. We may, in our sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages being owed.

10.3.3. Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, plus applicable national and local taxes. We will subtract advance payments and deposits previously paid by you to us.

10.3.4. In addition to the full cancellation damages due under this clause, you must reimburse us for any expenditure incurred by us in respect of any cancelled booking, including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of our own arrangements with third parties in relation to your cancelled Event.

10.4. Performance/Reduction In Numbers

10.4.1. Prior to your Event, we may review the number of requests for bedroom assignments that have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear in advance of your Event that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Block/ guaranteed number of guests, we reserve the right to assign alternate meeting/function space commensurate with your reduced space needs as indicated by your attendees' requests for bedroom assignments.

10.4.2. At least **3** business days prior to the Arrival Date, you must notify us of your final number of attendees that will be attending your Event functions.

10.4.3. If the Event is held, but we do not realize the Total Anticipated Revenue from your Event, whether due to reduction in size of your meeting, drop in attendance, change in F&B functions or otherwise, you agree to pay to us reasonable liquidated damages, plus applicable national and local taxes, for your lack of performance. The performance damages applicable to your Event are set forth in the Event Agreement.

10.4.4. We will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by you to us from the amount you owe us as performance damages.

11. CONDUCT OF EVENT

11.1. To the fullest extent permitted by law, you assume full responsibility for the conduct of all persons in attendance at your Event and liability for loss and/or any damage done to any part of our Hotel premises during the time of your Event caused by your employees and temporary workers, agents, contractors, sub-contractors, as well as by attendees of the Event.

11.2. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. We reserve the right to end your Event functions immediately if you do not comply with our reasonable request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all contracted charges related to your Event and no refunds will be issued to you by us.

12. COMPLIANCE WITH LAWS

12.1. You agree to comply with all applicable laws and regulations, including without limitation, health and safety codes, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, and fire regulations. You agree to cooperate with us and any relevant government authority to ensure compliance with such laws and regulations. In case of doubt with respect to fire regulations, we may require that you obtain at your expense a certificate of compliance from the local fire authorities.

12.2. Given that Hilton Worldwide is headquartered in the United States of America, hotels operating under the Hilton Worldwide portfolio of brands are legally restricted from conducting business with any persons or entities that are designated on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), since such hotels and Hilton Worldwide could be determined to have derived income, directly or indirectly, from any such prohibited business activities. The OFAC List can be found by visiting http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx. Accordingly, you represent and warrant that you are currently not on the OFAC List, nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your Arrival Date, then you must notify us immediately.

13. CANCELLATION FOR CAUSE

13.1. In addition to any other legal rights and remedies available to us under applicable laws, we may cancel your Event and this agreement without liability under any of the following circumstances:

13.1.1. If we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your express obligations under the terms of this agreement.

13.1.2. If advance payments or deposits are not paid on a timely basis.

13.1.3. If you, or any of your employees, agents, sub-contractors or officers, commit any illegal act, or act in such a way as is likely to adversely affect the reputation of the Hotel or Hilton Worldwide.

13.1.4. For other reasons if we reasonably believe it is necessary to do so in order for us to comply with our obligations under applicable laws or regulations, including (but not limited to) if you are added to any restricted party listings as described in the preceding clause.

13.2 In the event that we cancel your Event for cause as provided for under this clause, then we will be entitled to the Event cancellation damages as provided in the agreement.

14. INDEMNIFICATION

14.1. To the fullest extent permitted by law, you shall at all times be liable for, indemnify, defend and hold harmless the Hotel and Hilton Worldwide (together with their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees, servants and agents) (collectively, the "Hotel Indemnified Parties") from and against any and all claims, liability, losses or damages to persons or property, governmental charges or fines, penalties, costs, legal costs, professional and other expenses of any nature whatsoever (collectively, "Claim(s)") incurred or suffered by the Hotel Indemnified Parties, arising out of or in any way connected with your Event, including, but not limited to, Claims arising out of the negligence or willful misconduct of your employees, agents, contractors, and attendees; *provided, however*, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence or willful misconduct of the Hotel Indemnified Parties.

15. INSURANCE

15.1. You will obtain and keep in force the appropriate insurance protects you by providing reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, insurance affording coverage for public liability and property damage. Upon request, you agree to provide us with a certificate or proof of such insurance.

15.2. Please note that obtaining and maintaining appropriate insurance that affords these types of protections should be a benefit to you, as an appropriate insurance policy should provide coverage to you by paying the Hotel for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select public liability and property damage coverage, for instance.

15.3. You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of your property. You accept the responsibility to insure the mentioned property.

16. LIMIT OF LIABILITY

16.1. Nothing in this agreement is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraud or misrepresentation.

16.2. Notwithstanding any other term of this agreement, our aggregate liability arising out of or related to this agreement, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the Total Anticipated Revenue as set out in the Event Agreement.

17. OUTSIDE CONTRACTORS

17.1. Should you elect to utilise outside contractors or subcontractors on our Hotel premises during your Event, you must notify us of your intention to use such providers at least **30** calendar days before your Arrival Date.

17.2. Your outside contractors must adhere to our reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at our sole discretion, to require any outside contractor to be removed from our Hotel premises should the outside contractor fail to abide by our rules or applicable laws and regulations.

17.3. In our sole discretion, we may require that your outside contractors (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and (ii) provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises.

17.4. We reserve the right to charge additional fees based on your specific needs, including but not limited to, labour surcharge for audio/visual and electrical requirements, banner hanging, sign making, and electrical power. Should you require any rigging services for your Event, all such services must be arranged through the in-house audio/visual provider of the Hotel and you will be responsible for all associated costs.

18. SECURITY

18.1. If required, in our sole discretion, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed security agency doing business in the jurisdiction in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons and shall comply with local laws applicable to such security personnel.

18.2. In our sole discretion, we may require that your security agency (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for security agencies, and (ii) provide proof of insurance in amounts acceptable to us before the security personnel will be allowed to provide services on our Hotel premises.

19. PROMOTIONAL CONSIDERATIONS

19.1. We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, including, but not limited to: Hilton Hotels & Resorts, Conrad Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Embassy Suites, DoubleTree by Hilton, Hilton Garden Inn, Hampton Inn, Hampton Inn & Suites, Home2 Suites By Hilton, Homewood Suites by Hilton, and Hilton Grand Vacations. You agree that we may share your Event and Planner information with our third party providers who offer support services to groups holding meetings/functions at our Hotel, including audio/visual services, decorators, florists, and others.

20. IMPOSSIBILITY

20.1. Neither party shall be responsible for failure to perform this agreement if circumstances beyond their reasonable control (including, but not limited to, acts of God, governmental authority, declared war in the country in which the Hotel is located, or terrorist attacks in the city in which the Hotel is located) make it illegal or impossible for us to hold the Event. The affected party may terminate this agreement without liability upon providing written notice to the other party within ten (10) days of any such occurrence.

20.2. If the Event is properly cancelled by you due to a valid Impossibility occurrence as described above, then upon your written request, we agree to refund to you all prepaid deposits or advance payments paid by you to us without penalty, less any expenses we have incurred in preparation for the Event.

21. GOVERNING LAW AND DISPUTE RESOLUTION

21.1. The parties agree to use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this agreement by presenting the dispute to senior representatives of each party for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration.

21.2. Arbitration of disputes arising out of or in connection with this agreement shall be resolved in the jurisdiction in which the Hotel is located under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration shall be conducted in English and this agreement will be governed by and interpreted pursuant to the laws of the jurisdiction in which the Hotel is located.

22. COLLECTION/LEGAL FEES

22.1. The parties agree that in the event that any dispute arises in any way relating to or arising out of this agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its legal fees and costs, plus pre and post judgment interest.

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22.2. If we retain the services of a collection agency or legal representative to assist in the collection of any amounts due to us under this agreement, you will pay all expenses incurred by us in such collection efforts.

23. SUCCESSORS AND ASSIGNS

23.1. The commitments made by you will be binding on your successors and assigns. In the event that you assign, sell, convey, pledge or otherwise dispose of all or substantially all of your assets (collectively referred to as an "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organisation, subject to our approval. In the event such an assignment is contemplated, and at least 30 days in advance of the planned close of the assignment transaction, you agree to notify us of the entities involved. We will thereafter have 20 days in which to notify you whether such intended assignment is approved.

23.2. Further, the facilities contracted in the Event Agreement, including the bedrooms and meeting rooms, are for your exclusive use. You acknowledge and agree that this agreement does not otherwise permit you to sell or re-sell any of our facilities in any way.

24. MISCELLANEOUS

24.1. The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing.

24.2. The effective date of communications between the parties will be determined as follows: (1) Communications sent by courier will be effective as of the date of receipt as evidenced by the courier company; (2) Communications sent by first class mail (or local equivalent), recorded delivery or registered post shall be effective as of 9:30 a.m. on the second clear day after the date of posting; (3) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender; and (4) Communications sent by email will be effective as of the date sent.

Any provision in this agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this agreement, and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible to the original intentions of the parties in accordance with applicable law. The failure by a party to enforce any term or condition of this agreement does not waive that party's right to enforce that or any other term or condition at any time.