



Hilton Tallinn Park

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: Interact Managing Authority, Bratislava Self Governing Region		Hotel Owner Name: Fortuna Travel OÜ, currently trading as Hotel Name: Hilton Tallinn Park (collectively, "Hotel" or "we" or "our" or "us")	
("You" or "you" or "your" or "Client")			
Client Mailing Address:	Sabinovská 16, P.O. Box 106 82005 Bratislava Slovakia	Hotel Address:	Fr. R. Kreutzwaldi 23 10147 Tallinn Estonia
Client Contact Name:	Eva Kruta	Hotel Contact Name:	Anett Tomson
Title:	Finance Manager of the Managing Authority	Title:	Conference, Events & Groups Executive
E-mail address:	eva.kruta@region-bsk.sk	E-mail address:	anett.tomson@hilton.com
Phone:	eva.kruta@region-bsk.sk	Phone:	372 6305411
Fax:		Fax:	
Event Agreement Issue Date:	Monday, 16 April 2018	EEO Number:	
Event Dates:	Tuesday, 15 May 2018	Name of Event ("Event"):	INTERACT Monitoring Committee Meeting
Arrival Date:	Tuesday, 15 May 2018	Post to Reader Board As:	

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 details if any in the Schedule of Events)

*Subject to change at our discretion.

Date	Start Time	End Time	Function	Room	Setup	Agr	RENT AL	F&B
15/05/2018	08:00	18:00	Meeting	Ballroom 2+3	Round Tables of 10	55	2000 €	All day refreshment 55x 27 € = 1485 €
15/05/2018	12:30	14:00	Lunch Buffet	Foyer Prefunction	Buffet - Standing	55	-	31 € x 55 € = 1705 €
16/05/2018	08:00	18:00	Meeting	Ballroom 2+3	Round Tables of 10	55	2000 €	All day refreshment 55x 27 € = 1485 €
16/05/2018	12:30	14:00	Lunch Buffet	Foyer Prefunction	Buffet - Standing	55	-	31 € x 55 € = 1705 €

Additional Charges

The following additional charges will be added to your master account as described in the following table:

Additional AV	1816 €
Water for participants	220 €

Breakdown of Total Anticipated Revenue

Summary Of Total Anticipated Revenue for this Event	
Total Anticipated Room Revenue	€ 0.00
Total Anticipated Food & Beverage Revenue*	€ 6380.00
Total Anticipated Room Rental Revenue	€ 4000.00
Other Revenue:	€ 2036.00
Total Anticipated Revenue, including national and local taxes	€ 12446.00

*Does not include gratuities, labour surcharge, applicable national or local taxes or any other fees outside of food and beverage products

Fees for Lack of Performance (see Cancellation and Performance Policies in the attached Standard Terms and Conditions)

You may reduce the minimum numbers of pre-booked room accommodation, pre-booked delegate requirements, pre-booked meeting room hire and/or pre-booked F&B without liability or cost to you at any time 90 days or more prior to the Arrival Date. If the reductions result in more than a 50% reduction in the Total Anticipated Revenue for the Event, then we reserve the right to cancel the Event without further liability to either party.

In addition, if you elect to reduce the minimum numbers of pre-booked room accommodation, pre-booked delegate requirements, pre-booked meeting room hire and/or pre-booked F&B at any time between 89 days to 45 days prior to Arrival Date ("Reduced Booking"), then you will be liable to pay a penalty equal to 50% of the difference between the Total Anticipated Revenue prior to the Reduced Booking and the Total Anticipated Revenue resulting from the Reduced Booking.



In addition, if you elect to reduce the minimum numbers of pre-booked bedroom accommodation, pre-booked delegate requirements, and pre-booked room hire and/or pre-booked F&B at any time from 44 days or less prior to Arrival Date ("Reduced Booking"), then you will be liable to pay a penalty equal to the difference between the Total Anticipated Revenue prior to the Reduced Booking and the Total Anticipated Revenue resulting from the Reduced Booking. Accordingly, you will be liable to pay the full Total Anticipated Revenue, notwithstanding the Reduced Booking.

If you do not exercise the option to reduce pre-booked bedroom accommodation, pre-booked delegate requirements, and pre-booked room hire and/or pre-booked F&B as described above, then the option is waived.

All adjustments in Room Block will result in a proportionate adjustment in assigned meeting room/function space, unless agreed otherwise by us.

If the Event is held, but we do not realize the Total Anticipated Revenue (as adjusted, if any, pursuant to this clause) from your Event, you agree to pay a penalty equal to the amount which is necessary for us to receive no less than 100% of each minimum revenue guarantee listed in the summary table above, plus applicable national and local taxes; provided, however, that if you properly reduced your pre-booked commitments in accordance with this clause, each applicable minimum revenue guarantee listed in the summary table above shall be reduced in a corresponding manner.

Full Cancellation Penalty (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
Cancellation between date of signing and 89 days:	10 %
Cancellation between 89 days and 45 days:	50 %
Cancellation between 44 days and 30 days:	70 %
Cancellation between 29 days and first date of Event.	100 %

Room Cancellations*

Date	Reduction in numbers allowed without performance damages
Up to 90 days prior to each arrival date	100% of the original room block per room type
From 89-45 days prior to each arrival date	70% of the original room block per room type
From 44-30 days prior to each arrival date	30% of the original room block per room type
From 30-15 days prior to each arrival date	1 room of the original room block per room per type

*Should number of rooms decrease to less than 10, BAR rates will apply

Payment Breakdown (see Terms of Payment)

You do not currently have credit facilities with Hilton Worldwide or us. Deposit payments are required as per the Standard Terms and Conditions (see Terms of Payment).

Payment Terms

At the time the Contract is signed – 10% of the total group value
 Up to 45 days prior to arrival - 50% of total group value
 Up to 30 days prior to arrival - 70% of total group value
 Up to 7 days prior to arrival - 100 % deposit has to be paid

Deposits are non-refundable

Payment Instructions

Payments can be made either by major credit cards as per the Standard Terms and Conditions (see Terms of Payment), or by Bank Transfer, without deduction or sett-off, to the following details:

Sort Code:	
Account Number:	
Beneficiary Account Name:	Fortuna Travel OÜ, Hilton Tallinn Park
Bank / Branch Name:	Swedbank AS
SWIFT CODE:	
IBAN Number:	

Please send your remittance advice direct to Maris.Salk@hilton.com, stating the invoices being paid and date of payment to our account.

Billing Instructions: Please confirm responsibility for payment of the following items by *ticking the appropriate boxes below*:

Fortuna Travel OÜ, currently trading as Hilton Tallinn Park, Fr. R. Kreutzwaldi 23, 10124 Tallinn, Estonia



Item	Client's Master Account	Individual Account
Accommodation with buffet breakfast	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Accommodation extras / Incidental Charges (mini bar, pay TV, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Car Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dinner	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conference charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conference extras (photocopies, telephone, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If a particular item of expense is not expressly mentioned above, the Hotel is specifically authorized to charge such item to the account of the individual.

KINDLY QUOTE THE BOOKING NAME AND ARRIVAL DATE ON ALL CORRESPONDENCE.

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:

Interact Managing Authority, Bratislava Self-Governing Region
By: , Its Agent

Fortuna Travel OÜ, currently trading as Hilton Tallinn Park

By: _____
Signature
Name: Juraj Droba
Title: President Bratislava Self-Governing Region
Dated: 20. 04. 2018

By: _____
Signature
Name: Anett Tomson
Title: Conference, Events & Groups Executive
Date: 20. 04. 2018



STANDARD TERMS AND CONDITIONS

DEFINITIONS USED IN THESE STANDARD TERMS AND CONDITIONS AND 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 means Hilton Domestic Operating Company 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 EUR/€

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 inclusive of applicable national and local taxes, unless stated otherwise in the Event Agreement.

Currently, national and local taxes on bedroom rates are 9%. 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 - DELEGATE PACKAGES

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

Currently, national and local taxes on delegate packages are 20%. 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 inclusive 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 20%. 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 fees 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 **tentative (confirmed but not guaranteed)** basis for you upon signing and returning this agreement to us. Reservations may be made either directly by your attendees via the Internet using HiltonLink, Hilton's free tool that enables guests to book online using the negotiated meeting/convention rate(s) secured with the Hotel (please visit <http://www.hilton.com/GroupPage> to create your HiltonLink custom page at least 14 days prior to when housing is scheduled to open); or via a rooming list.

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

2.3. 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.

2.4. 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.

2.5. Hilton'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.

2.6. 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 to provide to you and/or your representative(s) such attendee's reservation information, and you further agree to indemnify us and Hilton for any costs, damages, fees or expenses of any kind arising from any claim(s) by an attendee relating to our or Hilton's 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 of full amount. 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 14:00; 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 full amount and a late check-out fee of full amount. Attendees wishing to avoid a late check-out fee should advise us at check-in if any need for an extended check-out time.

4. TERMS OF PAYMENT

4.1. If you have established sufficient credit facilities with Hilton 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 fourteen (14) days after receipt of the final bill.

4.2. If no credit facilities are agreed with Hilton 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 from the Event Agreement Issue Date, a deposit of 75% 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.



payment is determined by based on the date that we receive your notice of cancellation. The schedule of full cancellation penalty 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 penalty. We may, in our reasonable discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation penalty is received; therefore delay in payment may result in higher cancellation penalty being owed.

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

10.3.4. In addition to the full cancellation penalty 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, 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 a reasonable penalty, plus applicable national and local taxes, for your lack of performance. The penalty applicable to your Event is 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 penalty.

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 and you hereby indemnify and hold us harmless from and against all such liability for loss and/or damage.

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 is headquartered in the United States of America, hotels operating under the Hilton 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") or otherwise based in or associated with certain territories subject to comprehensive U.S. sanctions. 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, and you are not booking on behalf of or for the benefit of any person or entity who is (i) identified, on the OFAC List, or

on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions; or (ii) the government of, or any persons or entities based, located, or ordinarily resident in, a territory subject to comprehensive U.S. sanctions. For the avoidance of doubt, this representation and warranty applies equally with respect to you, your customer for this booking as well as those persons and entities that, to your knowledge, will be using any of the facilities contracted under this agreement. If this representation and warranty changes prior to your Arrival Date, then you must notify us immediately.

12.3. You expressly acknowledge and agree that our ability to perform under this agreement is subject to our compliance with applicable laws, including but not limited to sanctions laws and regulations.

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 to you, your customers or any third parties who may otherwise have benefited from the use of our facilities under this agreement 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.

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 Compliance With Laws clause or otherwise violate the terms of the Compliance With Laws 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 penalty 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 (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 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 protects you by providing 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.

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 delict, 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. You shall procure that your outside contractors 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, including, but not limited to: Hilton, Hilton Hotels & Resorts, Conrad Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Embassy Suites by Hilton, DoubleTree by Hilton, Curio - A Collection by Hilton, Canopy by Hilton, Tapestry Collection by Hilton, Tru 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 present agreement shall be governed by and construed in accordance with the relevant substantive laws of the Republic of Estonia.

21.2. 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 (namely, the requirement to informally resolve the dispute). All negotiations pursuant to this clause are confidential and shall be treated as "without prejudice" and shall not be admissible as evidence in any and all legal proceeding which may ensue in relation to these Terms and the Event Agreement. 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.

21.3. 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.

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 8:30 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.

24.3. 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.