

### **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 Governing Region ("You" or "you" or "your"	Managing Authrity, Bratislava Self	Hotel Owner Name: Fortuna Travel OÜ, currently trading as Hotel Name: Hilton Tallinn Park (collectively, "Hotel" or "we" or "our" or "us")		
Client Mailing Address:	Sabinovská 16, P.O. Box 10€ 82005 Btratislava 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	Ro.0m	Solup	Agr	RENT	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	Ballic on 2+3	Round Tables of 10	55	2000 €	All day refreshment 55 x 27 €= 148 5€
16/05/2018	12:30	14:00	Lunch Buffet	Feyer Prefunction	Euflet - Standing	55	-	31€x 55€ = 1705 €

#### Additional Charges

The following additional charges w	ill treaddent for your master account as described in the following table:
Additione1 AV	18 16 €
Water for participants	220€

### Break dow nof Total Anticipated Revenue

Summary Of Total An tic ip ate d Reven us forth is Event			
T da l Antid pated Eed noom Revenue	€ 0.00		
T dal Anticipated Food & Beverage Revenue*	€ 638 0.00		
Tota   Anticipated Room Rental Revenue	€ 4000 00		
OtherRevenue :	€2036.00		

Tota | Anticipated Revenue, including national and local taxes € 124% 48 Doesnot include gratuities, labour su wherge, applicable national or local taxes or any other fees outside of fasd and beverage gradu of sales

Fernities for Lack Cf Ferformance (see Canceliation and Ferformance Palicies in the attached Standard Term Sand Conditions)

Ys u may not use the minimum numbers of pre-base ked basicoom accern modation, pre-book ed dags ateraquirem ents, pie-booked meeting ream hite and/or pre-basked F&E without lability or cost to you at any time 56 days or more prior to the Arrival Eale. If the reductions result in more han a 50% reduction in the Tetal Articipated Revenue for the Event, then we reserve the right to cancel the Event without further file lity to either paty.

In addition, if you elect to reduce the minimum numbers of pre-basked bedrasin accommod at n. pre-basked diagate requirements, pre-basked meeting near thire and/or pre-basked FSE at any time between 89 days to 45 days prior to Anival E ate ("Reduced Easking"), then you will be lable to pay a penalty equal to 58% of the difference between the Total Anticipated Revenue prior to the Reduced Easking and the Total Anticipated Revenue wouling from the Reduced Easking.

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In addition, if you elect to reduce the minimum numbers of pre-booked bedroom accommodation, pre-booked delegate requirements, and prebooked 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:	<u>10</u> %		
Cancellation between 89 days and 45 days:	<u>50</u> %		
Cancellation between 44 days and 30 days:	<u>70</u> %		
Cancellation between 29 days and first date of Event.	100 %		

Room Cancellations\*

Date Up to 90 days prior to each arrival date From 89-45 days prior to each arrival date From 44-30 days prior to each arrival date From 30-15 days prior to each arrival date

Reduction in numbers allowed without performance damages 100% of the original room block per room type 70% of the original room block per room type 30% of the original room block per room type 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

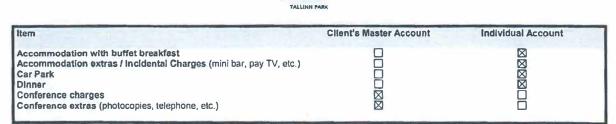
Payments can be made either by major credit cards as per the Standard Terms and Conditions (see Terms of Payment) or by Bank Transfer, without deduction or sett-off, to the following details

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:

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Hilton

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 Authrity, Bratisfava Bell Governing Region Fortuna Travel OÜ, currently trading as Hilton Tallinn Park By: , its Agent

By:	( F		By:	Signature
Name:	Signature Juraj Droba	2	Name:	Anet Tomson
Title:	President Bratislava Self Governing Region		Title:	Conference _ Events & Groups Executive
Dated	2 0. 04. 2018		Date ·	20 04. avis

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# Hilton TALLINN PARK

#### **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 Acreement.

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 quitted inclusive of **buffet** braskfast and inclusive of applicable national and lacal taxes, unless stated otherwise in the Event Agreement.

Currantly, national and local taxes on delegate packages are 20%. Please note that delegate packages rate of fax 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 firm 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&3 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 a re 20%. Please note that F&B rates and meeting room rates of tax are subjectio 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 Evant Agreement Issue Date, unless a different option date is stated in the Evant Agreement. We reserve the right to release your *tent aiv signest* agreement by the applicable due date. No cancellaton feesthall 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 use should be the same dates of your proposed Event.

2. RESERVATION METHOD (APPLICABLE FOR BEDR DOM 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 <u>http://www.hilton.com/GroupPage</u> 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 requisited a room within your Room Black 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 avaid an early check-out fee should advise us at or before check-in of any charge in stanned 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-sut time is 12:00. Early check-in and late sheck-sut are subject to availability and approval by our Front Desk. We will charge an sarly 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 strany 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 yay an initial deposit (if applicable) as set out in the Event Agreement ins 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 39 days from the Event Agreement Issue Date, a deposit of 75% of the Total Anticipated Revenue plus applicable national and focal 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.

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4.2.3. If there are increases in the number of delegates after the agreement is signed by built 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 accepts MasterCard, Visa, American Express.

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 sub 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 de posits and br pre-payments should there be a negative chang a in your financial status. You expressly consent to our conducting any such credit checks.

4.6. Without prejudice to our right to cancel in terms of clause 13.1.2, accounts 30 days past due will be charged interest at a rate of 5 % abov athe S wedbank AS base rate (or any local base rate equivident) per marth or the maximum rate allowable under a palicable law or regulation (whichever is lower). If any charge sare disputed in good fait th then you agree to pay us all undis puted amounts within 30 days of invoice date. The parties will than a gree 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 disput a

#### 5. ADD ITD NAL SPEND

51 You shall pay us for any F&B a nato the services not expressly set out in the Event Agreement or the Schedule of Events (if auplicable) but made available on request by or on behalf of yau during the Event. Who to done the Arrival Date, you will confirm to us in writing the names of these attendees who you consilider to beauthonised to sanction addition also and at the Event over and above the contract all amounts. All our rec adds for a stifthin all spend at the incidentals) will be presented to one of your authonised signatures to be checke stand signed on a daily basis.

#### 6. EVENT P LANNER B ONUSPRO GRAMME

61. The individual designated in the Event A greement as the Event if anner is eligible to earnan Event Ran ne Bonus for a spalifying event. July the Event Planner what's specifically named in the Event Agreement will be digible for this Event Ran ne Banus, unless we rere ive canfirmation in writing signed by you or the Planner applicable) befrae the Event hat's one other planner about Planner about the set of the

6.2 The applicableEvent Plan na Blarus f ar yaar Evant is signafi estini the EventAgreement. Full details and rules regarding the Event Planne Blanus Programme are available by visiting <u>www.hittan.aam</u> Hilbn Hanars rembers hp, eming of points and redemp tion of paints ares ubject to H Itran Hones Terms and C antitians. TheEvent P lan ne Blan us will anly bai ssued after our re-dept affull payment for the Breintand in ac antalene with the Evant P lanne Boinus P ragam me rules. For the avoidance di ub ub, na Evant Plan a Brans will beavant leater the EventPlanner based as a cancellatila peak four rules havecharges.

6.3. Biofriethei Event Planner Biaus can be issued, a acknowledgmentform signed by an authalised representative of the Event Plannes employer mus besu brittetit aus, with such farm merely cafilirming that the amplayersawaire & the cautesy being pravided to the Event Planner, and that the issuance & the sud ey dise nativable them play of significances af the daeforsional cost the Breint Planer Bonus: Vé carp ravide an a knowledgementform ace-ptable tous:

6-4 Y su(a mit yaushall pocure that the #a nnenf the: Pla ner iss-igning this Evail Agreemet on your bealt) are ss) to take full responsibility for setemining whether is boure of the EvenPla nner Banussi required nd far makingsu ch disclassure fit is: required, fuller, you( and the Planner if the P tanne issig hig this for antAgreement 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 (or similar bodies). Commission will be paid on the bedroom rate (exclusive of any rebates, housing company fees or other subsidy) for each bedrowem 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 penalties 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 bepaid as commissions.

7.4. You (and you shall procure that the Plan ner if the Planner is signing this Event Agreement on your behalf) agree(s) to take full responsibility for determining whether disclosure of the commission is required analtor making such disclosure if it is required. You (and the Planner if the Planner is signing this Event Agreement on your behalf) further agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim disc bsure 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 sup part of your Event, then you acknowledge and agree that any such retention will be subely at your election and all compensation owed to s uch 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 algeed 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 portfolio of hotels.

#### 8. OUT SIDE FOODAND BE VERA GE

8.1. You may not bring any outs de food or drink into our Hotel for use during your functions/ metings, unless agreed by us in writing a nilin and/a incaof the Event.

#### 9. DELIVERES

9.1. Arange ments for delivery of packages is hald be made through your designated event mana ger. Receiving handling and shipping charges may apply. No packages will be accepted within 48 hours prior to you shipping costs. Deriveriaes will be accepted within 48 hours prior to you Arrival Date, unless o thewase agreeal by us in autance: All deliver as must be carectly labelled as per our guidelines. To the fullest event permitted by applicable law, we shall not be resigned be for any damage to or loss of your packages.

#### 10 C AN CELLATION AN OP ENFORMANCEP OU CIES

10.1. Therates and concessions offered by us in the Event Ag reamant we based in part upon the trait revenue on bibba textby us from your agreemento usean stopy for the bed rooms, meeting rooms, and functions as listed in the Event Agree ment You undertaker and guarantee to use that your Event will provide the Total Anticipaties/Revenue. You agree and undershand that in the event offer included to the stop of the text of performance byyou, we will have us the appart night of after your uns additabilities of these time individually arrows part of a name black as diversities of the text of the stop of

1.02. Asour actal aimages would be aliftuilt to deemnine, you agree to pay to us reisonable peraity, also applicable national analocal taxes far full cane it taron la clofe performance as describe aim thefollo wing duses. The partie agree that the penalias provided for in this agreement are a resisonable flat by the parties to agree in advance on the amages that we willsufficience to fulca notable on lack appendiment.

#### 1 J3. Full Gan ellatio n

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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 fail 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 Anlicipated 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 fack 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 (ees, 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 induces 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-comption, 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 <u>http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</u>. 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.

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 benefitted 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 hamless 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 \$each of contract, warranty or undertaking or under any indemnity, in delict, for negligence or

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

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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 discration, 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 sale discretion, we may require that your security agency (i) sign a hold hamnless, inskemnification 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 raview and approve any advertisements or promotional materials in cannection with your Event that specifically reference the name of the Hotel or a name or tago awned by a subsidiary of Hilton, including, but not limited ta: Hilton, Hilton Hotels & Resorts, Conrad Hotels & Resorts, Waldorf Astoria Hatels & Resorts, Embassy Suites by Hilton, DaubleTrae by Hilton, Curio – A Collectian by Hilton, Canopy by Hilton, Tapastry Collectian by Hilton, Tru by Hiltan, Hiltan Garden Inn, Hampton Inn, Suitas, Hame2 Suites by Hilton, Hornewaad Suites by Hilton, and Hilton Grand Vacatians. You agree that we may share your Event and Planner informatian with aur third party anaviders who offer support services to groups halding meetings/functions at our Hatel, including audio/visual services, decoratars, florists, and others.

#### 20. IMPOSSIBILITY

20.1. Neither party shall be respansible far failure to perform this agreement if circumstances beyond their reasonable contral (including, but not limited to, acts of Gast, governmental autharity, declared war in the country in which the Hotel is located, ar terrarist attacks in the city in which the Hotel is located) make it illegal ar impassible for us to halt the Event. The affected party may terminate this agreement without liability upan providing written notice to the other party within ten (13) stays af any such occurrence.

20.2. If the Event is properly cancelled by you due to a valid Impossibility securrence 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 gaverned 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 addinabile 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 accontance with this clause, the respective senior representatives are unable to agree upon a resolution 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 abaes nat 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 far any other notice or communication between the parties, signatures sant ar raceived by email with a scannau document with signature attached or by facsimile transmission will be considered as enforceable and valial as an ariginal signature by the party signing.

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

24.3. Any provision in this agreement that is held to be illagal ar 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 ar unenforceable provision shall be deemed to be restated to reflect as nearly as possible to the original intentions of the parties in accardance with applicable law. The failure by a party to enforce any term or candition of this agreement dates not waive that party's right to enforce that ar any other term ar condition at any time.

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