

## AGREEMENT

Friday, 21 December 2018

Mr Mike Queck  
**CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO., LTD**  
Sinocentre 1403b,  
582 Nathan Road,  
Mongkok, Hong Kong  
Tel: +65 9762 7699  
Email: [mike.queck@huizhi-intl.com](mailto:mike.queck@huizhi-intl.com)

Dear Mr Queck

### **CONVERGENT INTERNATIONAL TRAVEL - CHINA GROUP AGREEMENT FROM 05 TO 07 FEBRUARY 2019 & 06 FEBRUARY TO 10 FEBRUARY 2019**

Thank you for selecting Pan Pacific Singapore as the venue for **CONVERGENT INTERNATIONAL TRAVEL - CHINA GROUP AGREEMENT FROM 05 TO 07 FEBRUARY 2019 & 06 FEBRUARY TO 10 FEBRUARY 2019** ("Event")

We are pleased to confirm the following arrangement with Pan Pacific Singapore ("The Hotel") and your company ("The Client") as detailed in this Agreement which expressly incorporates our standard Terms and Conditions (the "T&C") attached herewith. This Agreement together with the T&C shall constitute the "Contract".

The Client's Initial

The Hotel's Initial





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**ACCOMMODATION**

*Group 1*

ROOM CATEGORY	Tuesday, 05 February 2019	Wednesday, 06 February 2019	Thursday, 07 February 2019	TOTAL (BY ROOM CATEGORY)
Deluxe Room (Twin/King)	10	10	Check out	20
<b>TOTAL (BY NIGHT)</b>	<b>10</b>	<b>10</b>	<b>Check out</b>	<b>20</b>

ROOM CATEGORY	ROOM RATE
Deluxe Room	S\$290.00 nett per room per night <i>(Inclusive of 1 or 2 Buffet Breakfast and internet)</i>

*Group 2*

ROOM CATEGORY	Wednesday, 06 February 2019	Thursday, 07 February 2019	Friday, 08 February 2019	Saturday, 09 February 2019	Sunday, 10 February 2019	TOTAL (BY ROOM CATEGORY)
Panoramic Room (Twin/King)	10	10	10	10	Check out	40
<b>TOTAL (BY NIGHT)</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>Check out</b>	<b>40</b>

ROOM CATEGORY	ROOM RATE
Deluxe Room	S\$330.00 nett per room per night <i>(Inclusive of 1 or 2 Buffet Breakfast and internet)</i>

\* The rates quoted herewith is strictly for leisure travel and not applicable for guest who is attending meetings, conference, convention and trade event. In event purpose of travel is for meetings, conference, convention and trade event, The Hotel reserves the right to change the room rates to the official established rate and the initial rates offered will be redrawn with immediate effect.

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### **GUEST ROOMS FACILITIES & AMENITIES**

Your guests will enjoy the following facilities and amenities in all rooms:

- Complimentary 3 bottles of water daily
- Wired/wireless broadband internet access (charges apply unless otherwise stated)
- Phone system that allows conference calls
- Plug-and-play facilities for MP3 players

### **OTHERS / ADDITIONAL CHARGES**

Additional Daily American Breakfast : S\$48.00nett per person for adult from 12 years old and above

: S\$25.00nett per person for child from 06 to 11 years old inclusive

Extra bed (Applicable to Deluxe room only) : S\$110.00nett inclusive of 1 Buffet Breakfast

### **MINIMUM ROOM MATERIALISATION**

Please note that the minimum guarantee of the following is required over the accommodation dates as indicated above at the agreed room rate by the final cut-off date as set forth in the Agreement.

- a) Group 1 - 20 room nights (10 rooms per night)
- b) Group 2 - 40 room nights (10 rooms per night)

The Hotel reserves the right to revise the room rate in the event that the minimum materialization is not met.

- All rates, unless otherwise quoted "nett", are subject to 10% service charge and Goods and Services tax (GST) at 7%. GST is calculated based on total amount, which includes service charge. Please note that that GST is subject to change in accordance with the government policy and will be borne by The Client. Rates quoted are on per room per night basis in Singapore dollars.

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#### ARRIVAL AND DEPARTURE

Check-in time at the Hotel is after 1500 hours. Check-out time is prior to 1200 hours. Guests arriving before 1500 hours will be charged a full day's guestroom rate to guarantee immediate check-in upon arrival.

Late check-out will be subject to availability and will be charged accordingly:

- From 1200 hours to 1800 hours – fifty percent (50%) of the contracted rate
- From 1801 hours onwards – one hundred percent (100%) of the contracted rate

#### RESERVATION PROCEDURE

All room reservations must be booked either through The Client (via a rooming list which shall be submitted to The Hotel) or via Passkey. Upon execution of this agreement, a block code will be provided to facilitate online reservations of guestrooms.

The reviewed guest room block will be held until the CUT-OFF DATE

CUT-OFF DATE : FRIDAY, 04 JANUARY 2019

This is the final date when all reservations and rooming list are due to be received by The Hotel. After this date the remaining guest room allocation with The Hotel will be released at the sole discretion of The Hotel without any further notification to The Client.

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#### ROOMING LIST

- a. On or before cut-off date, you shall provide a Rooming List to The Hotel. This Rooming List will enable the Hotel to allocate the guests to specific rooms and make all other necessary arrangements to ensure that your event is a success. The Rooming List serves the additional function of providing a final confirmation of the guestrooms reserved for you.
- b. The Rooming list must clearly indicate payment instruction(s) for rooms and incidental charge(s).
- c. All reservations must be guaranteed by full advance deposit or by use of major credit cards. For credit card guarantee, The Hotel requires written information to include the name of the card holder as it appears on the card, the card number and card expiry date. Guaranteed reservations will be held until noon on the following day of the confirmed arrival date. Should an advance deposit not be received, all the deposit payments due towards guaranteeing the room block will be credited to the Group's Master Account.
- d. In the event that all reservation(s) in the final rooming list are guaranteed on individual or corporate credit card(s), all the deposit payments made towards guaranteeing the room block will be credited to the Group's Master Account.
- e. Each individual room cancellation(s) after cut-off date, or any no-show on the specified date of arrival or early check-out on the specified date of departure will be subject to a one hundred percent (100%) charge of the entire length of period booked. Shortening of stay will also be chargeable according to the original number of room nights booked

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#### BILLING

A master account (the "Master Account") will be established for The Client. At least thirty (30) days prior to the first arrival date, The Client shall notify The Hotel in writing of: -

- a. The name of person(s) who have the authority to sign charges to the Master Account;
- b. Give explicit billing instruction and the name and address of the individual and/or organisation to whom the Hotel should send the Master invoice.

All guest room charges will be paid posted to a master account which will be settled by The Client and incidental charges will be paid by the individual guest upon check-out.

Settlement may be made in Singapore Currency, bank draft or approved credit card. If credit card is used, the card must be presented to the cashier at the beginning of the event in order that the estimated charges may be pre-approved. The master account will be addressed to:

Mr Mike Queck Of Convergent International Travel Development Co., Ltd, Sinocentre 1403b, 582 Nathan Road, Mongkok, Hong Kong.

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#### DEPOSIT AND PREPAYMENT

#### BANK DETAILS

Your organisation may send remittance to the following bank account for deposits and payment.

Account Name : Hotel Marina City Pte Ltd (The Pan Pacific Hotel Singapore)  
Account Number : 101-332-588-5  
Name of Bank : United Overseas Bank Limited  
Bank Branch : Main Branch  
Address : 80 Raffles Place, #07-01 UOB Plaza 1 Singapore 048624  
Branch Code : 001  
Bank Code : 7375  
Swift Number : UOVBSGSG

Should the organisation fail to pay any of the charges due, or otherwise default with respect to any provision of the Agreement, the Hotel may apply all or part of the deposit to the sums due to the Hotel. If the organisation performs all of its obligations under this Agreement, the balance deposit shall be returned.

Without prejudice to any other claims or remedies which The Hotel may have, The Hotel shall be entitled to charge late payment interest on all outstanding amounts due and payable by The Client to The Hotel under this agreement from the date such amounts fall due to the date of full payment at the rate of three percent (3%) per month (before or after judgment) or the maximum amount permitted by law, if lower.

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#### DEPOSIT AND PREPAYMENT SCHEDULE

In line with The Hotel's guidelines, we would require the following non-refundable deposit as an indication of a firm reservation of all the meeting arrangements.

DATE	TOTAL GUEST ROOMS REVENUE
Upon signing of agreement	50% of total estimated Guest Rooms Revenue
By Friday, 04 January 2019	Remaining of total estimated Guest Rooms Revenue

#### CANCELLATION CHARGES FOR ENTIRE OR PARTIAL OF EVENT

In the event that The Client wish to cancel the Agreement in its entirety or partially (including early departure, shortened stay or change of Event dates or the Event period) for any reason whatsoever, the following cancellation charges will be applied:

DATE	TOTAL GUEST ROOMS REVENUE
Upon signing of agreement	100% of total estimated Guest Rooms Revenue

The total liquidated damages are calculated by multiplying the total room nights by the contract rate, plus agreed upon total food and beverage covers multiplied by the Hotel's average banquet check. The Hotel agrees that, after receipt of such amounts, it will not seek additional damages.

Advance payments held by the Hotel are non-refundable and will be applied towards any outstanding charges due to The Hotel, including cancellation damages due as a result of cancellation

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#### SERVICE CHARGE AND GOVERNMENT TAXES

All rates, unless otherwise quoted, are subject to 10% service charge and Goods and Services tax (GST) at 7%. GST is calculated based on total amount, which includes service charge. Please note that that GST is subject to change in accordance with the government policy and will be borne by The Client.

#### CONFIDENTIALITY

Your organisation shall at all times keep confidential (and to procure that its employees and agents shall keep confidential) any confidential information which it or they may acquire in relation to the business, operations and affairs of the Hotel which shall include the pricing rates extended to your organization and the terms of this agreement unless otherwise agreed to in writing by the Hotel, and shall not use or disclose such information except with the consent of that other party or in accordance with the order of a court of competent jurisdiction.

The obligations of your organisation with respect to confidential information shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach by your organisation of your obligations.

#### LIMITATION OF LIABILITY

The liability of The Hotel to The Client and The Client's guests, employees, independent contractors, agents, invitees or licensees shall be limited in accordance with the Innkeepers Act.

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#### TERMS OF AGREEMENT

This contract may not be modified, amended or changed except by a written document executed by all parties which have signed this contract. By executing below, each party warrants and represents that it is duly authorized and has the requisite approval to bind the entity which it represents.

The terms of this contract shall be binding upon The Hotel only if a copy of the agreement is duly signed by The Client and returned to The Hotel by Monday, 24 December 2018. In the event should we have an inquiry for your meeting space, we will accord a 48 hours right of refusal for you. Alternatively, should you have an earlier reply, kindly advise us.

Yours sincerely,

Ivy Loh  
Sales Manager  
Pan Pacific Singapore  
DID: +65 6826 8072  
Fax: +65 6334 4952  
Email: [ivy.loh@panpacific.com](mailto:ivy.loh@panpacific.com)

Pauline Ng  
Director of Sales  
Pan Pacific Singapore  
DID: +65 6826 8065  
Fax: +65 6334 4952  
Email: [Pauline.ng@panpacific.com](mailto:Pauline.ng@panpacific.com)

IL/nm

Accepted For and On Behalf of

CONVERGENT INTERNATIONAL TRAVEL  
DEVELOPMENT CO., LTD

Authorised Signature

Name: Queck Su Woei  
Title: Regional Product Director  
Date: 21st Dec 2018  
Company: CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO., LTD  
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**TERMS & CONDITIONS ("T&C")**

This T&C is part of the Agreement for the Use of Facilities (the "Agreement") between The Client and The Hotel. In each instance in which provisions of this Annex A contradict or are inconsistent with the provisions of the Agreement, the provisions of the Agreement shall prevail and govern.

Capitalized terms not defined in this T&C shall have the same meanings ascribed to them in the Agreement.

**1. CHARGES AND PAYMENTS**

- A. The Client will pay The Hotel the Total Event Charges (collectively "Total Costs") set out in the Agreement. Unless otherwise specified in the Agreement, all rates quoted are exclusive of service charge and Singapore goods and services tax.
- B. Where applicable, The Client will pay the Total Costs stated in the Agreement in order to confirm the Event. Notwithstanding the foregoing, Pan Pacific Singapore reserves the right to relocate the Accommodation/Event in the event of unforeseen circumstances.
- C. The Client shall pay Pan Pacific Singapore the remaining balance of the Total Costs in accordance with the Pre-Payment Schedule set out in the Agreement, save that if The Client has applied and obtained credit facilities with The Hotel, The Client shall make payment for the Total Costs in accordance with such terms and conditions of the credit facilities as may be agreed between the Parties. Should any costs remain unpaid by the dates indicated in the Pre-Payment Schedule, The Hotel reserves the right to cancel the Event unless and until payment has been received in full.
- D. The Hotel is entitled to charge interest for late payment of any sums not paid in full when due at the rate of 3.00% per month on any outstanding amount owing and due commencing from the date on which such amount was due until the date on which full payment of the same (inclusive of accruing interest) is made. Further, The Client agrees to pay on any indemnity basis, all costs incurred by The Hotel in the course of collection of any overdue amounts, including without limitation all legal costs on an indemnity basis.

**2. ADDITIONS / INCREASE REQUESTS**

- A. The Client may request for an increase to its **Expected Guest Count** up to fourteen (14) working days prior to the Event Date(s) and any such request will be subject to availability (based on venue and/or hotel room capacity limitations). Any request for an increase(s) to the Expected Guest Count must be submitted in writing to The Hotel. Any request for an increase to the Expected Guest Count made less than fourteen (14) working days prior to the Event Date(s) will be subject to availability. The costs of all increases to the Expected Guest Count shall be passed on to The Client and unless otherwise agreed by Parties, shall be paid to The Hotel on the Event Date

at the conclusion of the Event, and/or at the time of check-out from the hotel(s). The Hotel shall not be responsible for any shortage of food, beverages, seating where notification (and acceptance) of The Client's Expected Guest Count has not complied with the provisions of this clause.

- B. Any other food, beverage, entertainment, services and/or materials which may be requested by The Client in addition to the items expressly specified in the Agreement may be provided at an additional cost to be mutually agreed by the Parties in writing, not less than fourteen (14) working days prior to the date of the Event. The provision of any such additional items shall be subject to availability and The Hotel reserves the right to accept or deny any such request in its sole discretion. Unless otherwise agreed by Parties, The Client shall pay The Hotel for the additional items on the Event Date at the conclusion of the Event.

**3. CANCELLATION**

- A. Cancellation by The Client: Except as provided in clause 3C below, and in the event that the Agreement is terminated by The Client at any time for any reason The Hotel will not refund any pre-payments made by The Client. Where applicable, The Client shall pay the cancellation charges in accordance with the cancellation provisions as stated in the Agreement.
- B. Cancellation by The Hotel: The Hotel may terminate the Agreement for cause (including, but not limited to, The Client's failure to fully comply with the Pre-Payment Schedule set out in clause 1 above) with immediate effect. In such an event, The Hotel may elect to retain all amounts paid to date by The Client and may pursue any other remedies to which The Hotel may be entitled as a matter of contract or general law. However, if the Agreement is terminated by Pan Pacific Singapore for any reason other than for cause or force majeure, then The Hotel shall refund all monies paid by The Client to The Hotel to date, or at The Client's option, The Hotel will retain all monies and reschedule the Event to a mutually agreeable date on the same term and conditions as this Agreement.
- C. Force Majeure: In the event an act of God, war, industrial action, fire, flood, earthquake, riot, strike or any other event occurring in Singapore and which is beyond The Hotel's reasonable control (other than inclement weather which is governed by clause 8 below) prevents the Event from taking place on the scheduled date, The Hotel will do one of the following at the Client's choice: (i) refund all monies paid by The Client and consider the Event cancelled; or (ii) retain the monies paid and apply them to the Event at a rescheduled date mutually agreed upon by The Hotel and The Client on the same terms and Conditions as this Agreement. The failure of either Pan Pacific Singapore or the Client to comply with any provision of the Agreement due solely to an act of Force Majeure (as defined above) will not be considered a breach of the Agreement.

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4. USE OF THE HOTEL AND/OR THIRD PARTY LICENSORS' INTELLECTUAL PROPERTY

- A. The Client shall not make any use of the name "Pan Pacific Singapore", or of any of The Hotel and/or its third party licensors' registered and/or licensed trademarks and logos, or the names, trademarks, or logos of its respective partners, subsidiaries, related or affiliated companies (collectively, the "**Intellectual Property**") without prior written approval from The Hotel. Such approval may be withheld in the sole and absolute discretion of The Hotel. The Client further agrees that it shall not advertise, publicise or promote the Event, the herein described use of The Hotel, the Facilities and/or any other facilities located thereon, the name The Hotel or that of its affiliated or related entities, or those characters or rights belonging to The Hotel and/or being provided by The Hotel to The Client, without first providing copies of any advertising or promotional material to be used and obtaining the prior written approval of The Hotel. The Hotel may in its sole discretion grant or deny approval. Should The Client fail to follow this approval procedure, The Hotel (in addition to its other remedies) shall have the right to immediately terminate the Agreement without obligation to refund any monies paid to date, and without prejudice to any of The Hotel's legal rights.
- B. The Hotel has the right to erect, install and/or display banners, signage's and/or other identifiers in The Hotel and/or the Facilities incorporating the Intellectual Property and/or or any of The Client's trademarks, trade names, business identifies, logos or devices in connection with, in relation to and/or in respect of the Event.
- C. Except as expressly provided herein, no property, license, permission or interest of any kind in relation to the Intellectual Property, or to the use of any trade mark, tradename, colour combination, insignia or device owned or used by a party is or is intended to be given or transferred to or acquired by The Client by the execution, performance or non-performance of the Agreement or any part thereof. The Client shall not in any way contest or deny the validity of, or the right or title of, The Hotel and/or any of its third-party licensors in or to such trade mark, trade name, color combination, insignia or device (including without limitation the Intellectual Property), by reason of the Agreement and shall not encourage or assist others directly or indirectly to do so, during the lifetime of the Agreement and thereafter. In addition, The Client shall not use any such trade mark, tradename, color combination, insignia or device (including without limitation the Intellectual Property) in any manner which would diminish its value or the reputation of The Hotel and/or any of its third-party licensors.
- D. The Client agrees that The Hotel and its partners, subsidiaries, related or affiliated companies may record, reproduce and use The Client's name, and the name, voice and/or likeness of any of The Client's guests, as well as images and recordings of the Event, in any and all media throughout the world in perpetuity without restriction or limitation, in connection with any and all advertising, publicity and commercial exploitation of the Event and of any enterprise with which The Hotel may be connected.

5. FOOD AND BEVERAGE

- A. No food or beverages other than that served or sold by The Hotel may be consumed within Facilities.
- B. All alcoholic beverages must be sealed, with full duty pre-paid. The Hotel shall not serve any duty-free alcoholic beverages during the Event.
- C. It is the responsibility of The Client to notify The Hotel of any special dietary requirement(s) of their guests or invitees in writing at least 7 working days in advance of the Event(s). Provided that The Client duly gives The Hotel such advance written notice, The Hotel shall use its best efforts to accommodate such special dietary requirement(s).
- D. It is the responsibility of The Client to notify The Hotel of any food allergies or food intolerances of their guests or invitees in writing at least 7 working days in advance of the Event(s), specifying the names of such persons and identifying such persons and the nature of their food allergies or food intolerances.
- E. The Client acknowledges that The Hotel shall have the right to dispose of all unconsumed food or beverages at the end of the Event(s).
- F. The Client shall ensure that no food or beverages shall be removed for subsequent consumption by their guests or invitees from the Facilities where the food or beverage is provided.
- G. The Client shall be required to indemnify and hold harmless The Hotel from any loss, claims, proceedings, penalties, fines, administrative action, remedies and costs (including legal costs assessed on a full indemnity basis) incurred, suffered or resulting from breach by The Client of its obligations under this clause 5.

6. ENTERTAINMENT

- A. The Client must advise The Hotel in writing forty-five (45) days in advance of the Event Date of any talent or entertainment activities that The Client intends to organise during the Event. The Hotel will have the right, in its absolute discretion, to approve or decline approval of any proposed talent or entertainment activities.
- B. The Client shall be responsible for obtaining any and all approvals, clearances and rights (including without limitation any intellectual property rights and/or licences) in connection with any talent or entertainment activities provided at the Event. The Client shall provide The Hotel sight of and copies of all approvals clearances and rights prior to the commencement of the Event.

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7. CONCURRENT PAN PACIFIC SINGAPORE FUNCTIONS

The Client hereby acknowledges that the Client's use of the Hotel and/or the Facilities under the terms and conditions of the Agreement is subject to The Hotel and/or its tenants or licensees' operations. The Client agrees not to interfere with or impede in any way The Hotel and/or its tenants or licensees' operations, in the course of The Client's use of the Hotel and/or the Facilities. The Client shall ensure that its activities and/or its employees / partners do not interfere with personnel working at the Hotel and/or the Facilities. In the event The Client causes injury or inconvenience to The Hotel and/or its tenants or licensees', The Hotel shall have the right to terminate the Agreement forthwith at its sole discretion. Any costs or expenses The Hotel reasonably incurs as a result of interference or impediment caused by the Client's activities and/or employees / partners in the course of The Client's use of The Hotel and/or the Facilities, shall be reimbursed to The Hotel by The Client within ten (10) days of invoicing by The Hotel.

8. INCLEMENT WEATHER

In the event of inclement weather (for example lightning, rain or strong winds or haze or hazardous air conditions), certain parts of The Hotel and/or the Facilities may not be available for use.

The Hotel shall not be held responsible for any and all losses, demands, actions, claims, obligations, or suits, nor be required to refund any part of any pre-payments paid by the Client notwithstanding any inclement weather and The Client agrees to bear the risk of any such inclement weather.

9. INDEMNIFICATION

The Client hereby indemnifies, and shall keep fully and effectively indemnified, The Hotel from and against any and all actions, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) suffered and/or incurred by The Hotel as a result of (i) any breach under this Agreement, (ii) any improper or unauthorized use of the Intellectual Property or of any third party intellectual property rights, and/or (iii) any negligent or tortious or malicious acts, errors or omissions by The Client and/or its employees, officers, directors, agents, licensees or invitees in connection with The Client's presence on or use of the Hotel, the Facilities and/or any other facilities located thereon. In addition, The Client hereby agrees to be solely and fully responsible to The Hotel and its parent, subsidiary and affiliated companies for any loss of or damage to The Hotel's property, whether real or personal, while such property is in the use, care, custody and/or control of any of The Client's employees, officers, subcontractors, licensees or invitees, and shall pay to The Hotel the full repair or replacement value of any such property which is damaged, destroyed or otherwise suffers any loss or reduction in value. The provisions of this clause shall survive the expiration or earlier termination of this Agreement.

10. INSURANCE

- A. The Client agrees to procure and maintain in force during the term of this Agreement and during any period of holding over, at The Client's own cost and expense, an adequate comprehensive general liability insurance policy, including public and products liability, for an amount not less than Singapore dollars one million (\$\$1,000,000.00) in respect of any one occurrence, so as to fully insure and fully indemnify and keep The Hotel, its affiliates, employees and/or agents fully indemnified in respect of all actions, proceedings, liabilities, claims, demands from The Client or any third parties against The Hotel.
- B. The comprehensive general liability policy shall be effected in the joint names of The Hotel and The Client for their respective rights and interests, and shall incorporate provisions on cross liability and waiver of subrogation against The Hotel.
- C. All insurance policies liable or required to be effected by The Client shall be taken out with an insurance company approved by The Hotel (such approval not to be unreasonably withheld or delayed).
- D. Any insurance carried in accordance with this clause 10 shall be primary to and without any right of contribution from any other insurance that may be available to The Hotel.
- E. The Client shall provide copies and relevant endorsements of the insurance policies to The Hotel at least fourteen (14) working days prior to the commencement of the Event. Any material change or modifications pertaining to any of the policies shall be approved by The Hotel (such approval not to be unreasonably withheld) and The Client shall immediately provide upon renewal, expiration, changes or cancellation of any insurance coverage, a new certificate of insurance to The Hotel.
- F. The Client shall observe, perform and fulfill all terms, conditions, undertakings and obligations contained in the policies as well as other policies which The Hotel may take out insofar as they concern the services provided under this Agreement

11. TAXES

The Client shall pay The Hotel, upon receipt of an invoice, the aggregate of all applicable sales, and all taxes (including Goods and Services Tax) now or hereafter levied against The Hotel or which The Hotel pays, pursuant to any present or future law, by reason of this transaction. The foregoing shall not be construed as imposing any liability upon The Client for general license taxes, or for any real or personal taxes or franchise, net income taxes or other similar tax, levied upon The Hotel.

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12. CONDITION OF THE HOTEL AND THE FACILITIES/EXEMPTION FROM LIABILITY

The Client takes the Hotel and/or the Facilities in an "as is" condition and The Hotel shall have no responsibility for its condition or any damage suffered by The Client or any other person due to such condition. The Client shall not use nor permit the use of the Hotel and/or the Facilities in any manner that will tend to create waste or nuisance. The Client hereby agrees that The Hotel shall not be liable for any injury to The Client's business or any loss of income there from or for damage to the equipment or other property of The Client's employees, invitees, third party vendors, customers, or any other person in or about the Hotel and/or the Facilities, nor shall The Hotel be liable for injury to the person of The Client and/or The Client's employees, guests, invitees, or agents, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects or pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from theft, vandalism, earthquake, act of God, or from any other cause. In the event that The Hotel shall be held liable to The Client for any reason whatsoever, such liability shall be limited to the amount of any pre-payments made by The Client or in the event of full payment having been made, the total of payments made by The Client and no more.

13. NON-WAIVER OF BREACH; REMEDIES CUMULATIVE

A waiver by either The Hotel or The Client of any of its powers, rights and remedies under this Agreement, in any one instance, shall not be deemed or construed to be a waiver of such powers, rights and remedies for the future. Any remedy or right conferred upon any party for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to that party.

14. AGENCY

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

15. ASSIGNMENT

The Client shall not assign the Agreement, nor assign or sublet the Facilities or services provided. The Hotel may at any time assign any or all of its rights and/or transfer or sub-let any or all of its obligations under this Agreement without the consent of The Client.

16. EXCLUSIVITY

Unless otherwise and only to the extent specifically provided in the Agreement, The Client's right to use the Hotel and/or Facilities for the Event shall be non-exclusive.

17. OBSERVATION OF RULES, REGULATIONS AND LAWS

A. The Client shall, and shall ensure that its employees, invitees, third party vendors, customers, or any other persons shall, without cost to Pan Pacific Singapore, promptly comply with all laws, rules, regulations or guidelines (including but not limited to

Pan Pacific Singapore' Workplace Safety and Health guidelines) applicable to the Event. The Client represents and warrants that all necessary licenses and permits have been obtained or will be obtained prior to the commencement of its activities on the Hotel and/or the Facilities, including any permits and licenses in connection with any tent or other temporary structure, if any, to be erected on the Hotel and/or the Facilities. v shall at The Client's reasonable request, cooperates with the Client to obtain the permits necessary to stage the Event. The Client will promptly provide The Hotel with copies of all said licenses and permits and any subsequent modifications or renewals. Without limitation to the foregoing, The Client specifically agrees that it shall not utilize any walkie-talkies radios or other audio equipment requiring licensing of air frequencies, without the prior written consent of The Hotel. In the event walkie-talkie radios are required and written consent is obtained from The Hotel, The Client shall provide two (2) walkie-talkie radios to The Hotel's Special Events Department personnel for use during the Event.

B. The Client shall, and shall ensure that its employees, invitees, third party vendors, customers, or any other persons shall, abide by and follow any and all directions given by The Hotel 's personnel with respect to the conduct and organisation of the Event, access to the Hotel, the Facilities and/or any other facilities located thereon, safety, location of vehicle parking, and other general operating instructions.

C. The Client shall not use or permit any person to use the Hotel, the Facilities and/or any other facilities located thereon for any purpose or use in violation of any rules, regulations, or laws.

D. All persons operating vehicles or working within the confines of The Hotel's property shall comply with the reasonable directions of The Hotel 's security personnel, which directions are designed to safeguard the safety and security of all persons and businesses on The Hotel 's property, as well as the smooth operation of the Hotel, the Facilities and/or any other facilities located The Hotel 's property.

E. The Client shall not utilise any sound amplification equipment without The Hotel 's prior written approval, and shall not operate any such approved amplification equipment above the sound levels expressly approved by The Hotel, and shall at all times comply with The Hotel 's directions as to sound. In the event of non-compliance by The Client, The Hotel reserves the right to terminate the Event.

F. The Client shall not use or permit any person to use any incendiary devices or perform any stunt work and/or pyrotechnic activities in the Hotel and/or the Facilities without the prior written consent of The Hotel.

G. The management (i.e. the handling, storage, removal, transportation and disposal) of any waste generated by The Client on or at The Hotel and/or the Facilities shall be the sole responsibility of The Client.

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18. GOVERNING LAW

The law governing this Agreement shall be the law of Singapore, without regard to principles of conflicts of laws.

19. LEGAL PROCEEDINGS

Any legal proceedings of any nature brought by either party against the other party to enforce any right or obligation under the Agreement, or arising out of any matter pertaining to the Agreement, shall be submitted to the non-exclusive jurisdiction of the Singapore courts. For the purposes of jurisdiction, The Client submits to the jurisdiction of the Singapore Courts.

20. CONFIDENTIALITY

The Client shall not disclose any confidential information received from The Hotel, including without limitation the content of this Agreement, except as required by law, or for the purposes of obtaining professional advice, or to the extent that such information is already in the public domain other than through breach of this clause, or with The Hotel's consent. The obligations provided for under this clause shall survive the expiration or termination of this Agreement.

21. ENTIRE AGREEMENT

This Agreement, including this Annex A, the **Event Order Form** and any subsequent variations of the Event Order Form, constitutes the entire agreement and understanding of the Parties and supersedes all prior written or oral agreements between them in relation to the matters referred to in this Agreement. Any variation, modification and/or amendment of this Agreement shall be effective only if it is in writing and duly signed and confirmed in writing by each party.

22. RIGHT OF THIRD PARTIES

Save as otherwise provided in this Agreement, nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement for the purposes of the Contract (Rights of Third Parties) Act (Cap. 53B), the application of which legislation is hereby expressly excluded.

23. DATA PRIVACY

Without prejudice to The Client's obligations under clause 20 above, at any and all times during which The Client is collecting, disclosing, storing, using, process, transferring, transmitting, or otherwise handling Personal Data (as defined below) by any other means in the course of or arising out of transactions and/or activities contemplated or referred to in this Agreement (collectively, "**Use of Personal Data**"), including, without limitation, such data as The Client shall provide to, or as shall be provided by, The Hotel, The Client shall:

- A. Comply with all applicable privacy and security laws to which it is subject, and not, by its act or omission, cause The Hotel to be in violation of any applicable privacy or security law or regulation;
- B. Have in place appropriate and reasonable technical and organizational security and data protection measures, which shall at the minimum be compliant with all applicable mandatory legal standards and industry security standards, to protect the

security of Personal Data and in its Use of Personal Data. Upon The Hotel's request, The Client shall provide evidence that it has established and maintained such technical and organizational security and data protection measures governing the protection of the security of Personal Data and Use of Personal Data;

C. Not engage in any Use of Personal Data, or to permit any officer, director, employee, agent, other representative, subsidiary, affiliate, or any other person or entity acting on behalf of The Client to engage in any Use of Personal Data that is not in compliance with this clause, and even then only to the extent and for such purposes and use as is reasonable and necessary to carry out The Client's obligations under this Agreement or facilitate the transactions and/or activities contemplated or referred to herein;

D. Take all steps to abide by and effect any revocation of consent to any aspect of the Use of Personal Data, upon receiving any notice of such revocation from The Hotel, the natural person who is the data subject in respect of any Personal Data (hereinafter the "**Data Subject**"), or their representatives;

E. Not disclose Personal Data to any third party (including, without limitation, The Client's subsidiaries, affiliates and any person or entity acting on behalf of The Client) or permit such third party to engage in the Use of Personal Data unless with respect to such disclosure or such use, the same is:

- i) necessary to carry out The Client's obligations under this Agreement or facilitate the transactions and/or activities contemplated herein;
- ii) subject to the third party being bound by the same provisions and obligations set forth in this clause 23; and
- iii) Subject to such limits on consent to disclosure as may be applicable.

The Client shall remain responsible for any act or omission by such third party which would have amounted to a breach of the obligations set forth in this clause 23 to the same extent as if The Client breached the same;

F. Maintain and establish policies and procedures to provide all reasonable and prompt assistance to The Hotel or a Data Subject in responding to any and all requests, complaints, or other communications received, including the appointment of an officer to:

- i) administer the Use of Personal Data,
- ii) correct any errors in Personal Data identified,
- iii) handle any queries by The Hotel or any Data Subject on the Use of Personal Data, and
- iv) effectively respond to issues raised by The Hotel or the Data Subject in respect of the Use of Personal Data;

G. Indemnify and hold harmless The Hotel from any loss, claims, proceedings, penalties, fines, administrative action, remedies and costs (including legal costs assessed on a full solicitor-client basis) incurred, suffered or resulting from breach by The Client of its obligations under this clause 23.

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For the purposes of this clause 23, "Personal Data" shall mean data, or information (including, without limitation, any information in the form of text, images, video, audio, and multimedia) which is protected under applicable privacy or security law or regulation, and at the minimum, mean any information in any form that may be used to identify, or lead to the identification of, an individual natural person.

24. EVENT

- A. **Expected Guest Count:** Any increase to the Expected Guest Count must be submitted in writing to The Hotel's Event Manager at least fourteen (14) working days prior to the Event. The Hotel reserves in its absolute discretion the right to change the venue(s) for the Event as The Hotel deems fit, should the number of actual guests in attendance differ from the Expected Guest Count.
- B. **Complimentary Car Park Coupons:** The Hotel will provide complimentary car park coupons based on 20% of the Minimum Guest Guarantee and/or one (1) coupon per room per night. Should The Client require additional car park coupons, each additional coupon shall be charged at S\$10++ per piece. The Client shall advise The Hotel on the number of additional car park coupons needed at least three (3) days prior to the Event Date(s).
- C. **Check-In Time:** The room check-in time is after 3 p.m. on the day of arrival. Should any of The Client's guests wish to occupy any room before 3 p.m., such a request should be made at least thirty (30) days before the day of arrival. While The Hotel will do its best to accommodate such requests, The Client agrees that The Hotel shall not be obliged to meet any particular request.
- D. **Check-Out Time:** The check-out time is on or before 12 noon on the day of departure. Subject to room availability, late check-out from 12 noon till 6 p.m. is chargeable at 50% of the relevant Guestroom Rates and after 6pm at 100% of the relevant Guestroom Rates.

25. PROHIBITION OF SMOKING

Under the Smoking (Prohibition in Certain Places) Act (Cap. 310), smoking is prohibited *inter alia* in air-conditioned restaurants, function rooms, gyms and fitness centers. In addition, The Hotel enforces a strictly non-smoking policy for all air-conditioned rooms in the Hotel. It shall be The Client's responsibility to keep all attendees informed.

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