

17 November 2023

H.E. Maria Theres B. Dizon-De Vega
 Embassy of the Republic of Philippines

VIA EMAIL: theresa.devega@dfa.gov.ph

Dear . Gabriellaguinto

RE: Embassy of Philippines - Thanksgiving dinner, 27 Nov 2023 - 27 Nov 2023

Thank you for selecting Grand Hyatt Seoul as the venue for your organization’s forthcoming Embassy of Philippines - Thanksgiving dinner. We are pleased to outline the following arrangements for your confirmation:

1. First Option

The Hotel agrees to hold the space listed in this agreement on a tentative basis until **20 Nov 2023**. If this agreement is not fully executed by Group and Hotel by **20 Nov 2023**, the Hotel will release the space. If an alternate request is received, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return this executed agreement.

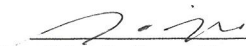
2. Meeting Requirements

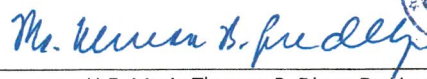

The hotel reserves the right to revise the pricing and/or change the meeting venue should the number of meeting attendees fall below the minimum guaranteed listed in the grid below. If the number of attendees increases, larger venues will be confirmed only subject to availability.

Date	DOW	Start Time	End Time	Event	Room	Setup	Min GTD
27-Nov	Mon	06:00 PM	09:00 PM	DINNER	Namsan V	BANQT RND5 8	18

3. Minimum Guaranteed Attendance

A guaranteed attendance and update on the meeting requirements including any menu selections must be received at least 7 working days prior to the event. Hotel prepares an additional meals for 5% of the minimum guaranteed attendance. Charges for the event will apply to the guaranteed or actual number of people attending whichever is higher.


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 Grand Hyatt Seoul



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Food & Beverage Prices

DESCRIPTION	PRICE PER UNIT	UNITS	SUGGESTION	REMARKS
Dinner	110,000	18	1,980,000	Customized Set menu
Wine corkage	30,000		Consumption basis	per bottle
Beverage Handling	90,000	1	90,000	in total (beverage by host)
F&B TOTAL			2,070,000	
LCD Projector & Screen	350,000	1	350,000	projecor, screen, (2) mics
Parking			Complimentary	for event participant
Room Rental			Complimentary	
OTHER TOTAL			350,000	
GRAND TOTAL			2,420,000	10% tax exclusive

4. Banquet Revenue Attrition

Group agrees to purchase a minimum of **KRW 2,070,000** in total banquet food and beverage & meeting room rental revenue (including tax and service charges) ("Minimum banquet revenue Commitment"). In the event that Group does not meet this Minimum banquet revenue Commitment, it shall pay an attrition charge equal to the difference between the actual banquet food and beverage revenue and the Minimum banquet revenue Commitment. Any food and beverage revenue generated by Group's sponsors and affiliates shall be credited toward Group's actual banquet food and beverage revenue.

If Group should cancel a food and beverage function and release space back to the Hotel more than 14 days prior to the Event and Group meets the Minimum banquet revenue Commitment, Group will not be charged for the cancelled food and beverage or space. In the event the cancelled function and released space reduces food and beverage revenue below the Minimum banquet revenue Commitment, the Hotel will use its best efforts to resell that function space. In the event the Hotel is able to resell that space, the revenue generated by the resale will be credited to the Minimum banquet revenue Commitment. Hotel will provide appropriate records to determine the actual space resold and not resold and any credit due to Group.

The terms of this provision shall supersede and replace any contrary terms in any subsequent Banquet Event Order.

5. Taxes

All prices exclude 10% tax.

6. Audio Visual, Electrical & Rigging

A complete range of audio visual products and services are available through our in-house partner Encore Event Technologies.

To help ensure a successful event when you choose to engage an external Audio Visual company, a liaison from the Grand Hyatt Seoul team will be required to oversee their work activities for a minimum of 4 hours per room. Additional charges will apply if work activities exceed 4 hours. Please contact Encore at (82) 2-799-8909 for more information. Total amount must be settled at the end of the event by Cash or Credit Card.


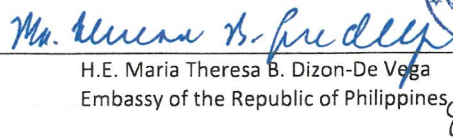
The Hotel's External Contractor Guidelines are available upon request and includes information regarding the supervision fee requirements. Additionally, for safety and liability purposes, all rigging activities and three phase connections must be undertaken by Grand Hyatt Seoul.

All staff who are managed by external contractors, will be required to wear professional business attire at all times, including name identification. Further, strict adherence to hotel policies as outlined in the External Contractor Guidelines must be

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maintained at all times. Prior to undertaking work at Grand Hyatt Seoul, all external contractors must submit a current certificate of insurance in compliance with the terms of this vendor contract.

The client must notify Grand Hyatt Seoul in writing, at least 60 days prior to the start of their event, who their preferred external contractor(s) will be. If the event booking is planned to be made within 60 days, external contractors must be identified upon contract signing.

7. Parking Fee

Grand Hyatt Seoul operates a 24 hour automated parking system.
Event guests: Complimentary self-parking for up to 3 hours
Overnight guest self-parking: KRW 10,000 daily will apply
Valet parking charges will apply

8. World of Hyatt

By confirming your booking with Grand Hyatt Seoul, you will be able to earn one (1) bonus point for every eligible U.S. dollar spent on your booking up to 50,000 bonus points per eligible booking. The bonus points are cumulative and could be earned for free room nights at participating Hyatt hotels or upgrades to suites or club floors based on the total points achieved. World of Hyatt Bonus Points will be credited to the planner's World of Hyatt account after the booking has been held and paid for in accordance with the Sales and/or Event Contract.

To take advantage of these great rewards and benefits on your next meeting or event, join World of Hyatt today or visit: www.worldofhyatt.com/terms

Name of Member: _____

World of Hyatt Number: _____

9. Confirmation and Payment Arrangements

We would require the signed copy of this Letter of Agreement and Terms and Conditions along with the initial non-refundable deposit, as stated in our deposit schedule below, by the **13 Nov 2023** in order to confirm the booking. The meeting venue will be confirmed only on receiving the advance payment. The remaining balance must be settled at the end of the event by Cash or Credit Card.

Deposit Schedule

An initial non-refundable deposit will be required to hold event space on a confirmed basis. Deposits can be made either by credit card or electronic transfer.

Date Due	Deposit Amount
Contract signing deposit Due	No Deposit
Nov 28, 2024	Final payment by bank transfer (embassy)

All deposits paid by or on behalf of client are subject to the cancellation fee.

10. Banking Details

Payment in advance (including Encore price) must be received in the form of cash, telegraphic transfer or bank draft. Please take into account that all company cheques or local cheques will take six weeks to process. The bank account details are as follows:

Bank Name: KEB Hana Bank

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Account to: 206-910031-30004 (KR Won)
Bank Address: 145 Itaewon-ro, Yongsan-gu, Seoul, Republic of Korea (04351)
Account Holder Name: Seoul Miramar Limited corporation
Swift Code: KOEXKRSE or KOEXKRSEXXX

In order for us to trace for receipt of funds this end, please forward a copy of the telegraphic transfer remittance/requisition slip directly to us for our records. Failure to provide details may result in the payment being lost.

11. Cancellation Policy

Please refer to our attached Terms and Conditions for our Cancellation Policy which forms part of this Letter of Agreement.

12. Rights Of Termination For Cause

Either Party may terminate this Contract without liability to the terminating party (except for liability for goods and services provided prior to the termination date):

- a. Upon written notice to the non-terminating Party, within five (5) days of an Act of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond a Party's control, making it impossible, illegal or which materially affects the terminating Party's ability to perform its obligations under this Contract;
- b. Upon written notice to the non-terminating Party, in the event that the non-terminating party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting;

Prior to the first day of the Program of Events, the Group may terminate this Contract, without liability (except for liability for goods and services provided prior to the termination date), upon five (5) days written notice to the Hotel, if the management company that operates the Hotel is no longer a direct or indirect subsidiary of Global Hyatt Corporation.

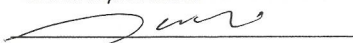
In the event of termination by the Hotel under this Section, the Hotel shall refund all deposits and/or prepayments made by the Group within ten (10) days of the notice of termination.

13. Indemnification And Hold Harmless

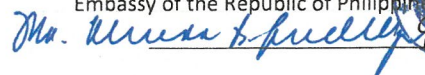
Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group

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of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

14. Insurance

Group and Hotel are required to insure their obligations set forth in the section entitled Liability above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel Owner and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

15. Guests With Disabilities

Hotel acknowledges its obligation to comply with those laws, if any, that govern access and public accommodation ("Public Access Laws"), except those applicable to Group. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

16. Compliance With Laws

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

17. Changes; Notice

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.


18. Liability

Group and Hotel agree to defend, indemnify, and hold harmless each other from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by the indemnifying party or any contractors hired or engaged by the indemnifying party in connection with the performance of the party's respective obligations under these Terms and Conditions. Group and Hotel also agree to defend, indemnify, and hold harmless the other from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of each party's respective obligations pursuant to these Terms and Conditions, except those actions which are due to the misconduct or negligence of the other party.

19. Global Privacy Policy For Guests

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Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). Group shall make the guests of Group who stay at the Hotel ("Group's Guests") aware of the Privacy Policy. Group affirms to the Hotel that Group is entitled to disclose the personal information of the Group's Guests to the Hotel, and to receive personal information of the Group's Guests from the Hotel, as is necessary in connection with the Group Guest's stay at the Hotel.

20. Human Rights/Combating Human Trafficking

Hyatt's statement relating to Human Rights and Combating Human Trafficking is available at <https://about.hyatt.com/en/hyatt-thrive/human-rights.html>.

21. Permits, Licenses And Approvals

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; and (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

22. Attorneys Fees

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

23. Waiver

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

24. Enforceability

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.


25. Counterparts/ Electronic Signatures

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

26. Arbitration

The parties agree that any and all claims, controversies or disputes between the parties that arise out of or relate in any way to this Agreement or a breach hereof and that the parties are unable to resolve informally shall be submitted to binding arbitration in the city or county in which Hotel's premises are located, to be conducted in accordance with: (i) for U.S. hotels, the Commercial Arbitration Rules of the American Arbitration Association; and (ii) for all non-U.S. hotels, the applicable rules of the International Centre for Dispute Resolution, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State or Province in which Hotel's premises are located (excluding its conflicts of law rules). The parties agree that

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the arbitrator shall adhere faithfully to the laws of the State or Province in which Hotel's premises are located and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

It is mutually understood that space has been tentatively reserved and will not be guaranteed to EMBASSY OF PHILIPPINES until a signed copy of this Letter of Agreement and Terms and Conditions along with the initial non-refundable deposit has been received by the Grand Hyatt Seoul. The final decision date is 20 Nov 2023. If a signed copy of the Letter of Agreement, Terms and Conditions and the initial non-refundable deposit is not received by the above date, the hotel reserves the right to release all the event space without prior notice.


AGREED AND ACCEPTED BY
EMBASSY OF PHILIPPINES
AND
SEOUL MIRAMAR CORPORATION D/B/A/ GRAND HYATT SEOUL

Signed 
Date NOV 21 2023
Hotel Contact:
Chloe Kim
Associate Director Sales/Event
Seoul Miramar Corporation,
d/b/a Grand Hyatt Seoul
322 Sowol-ro, Yongsan-gu,
Seoul 140-738, Korea
Tel : 82 2 799 8472
Email : chloe.kim2@hyatt.com

Signed 
Date NOV 21, 2023
Hotel Representative:
Tiffany Jei
Director of Event
Seoul Miramar Corporation,
d/b/a Grand Hyatt Seoul
322 Sowol-ro, Yongsan-gu,
Seoul 140-738, Korea
Tel : 82 2 799 8211
E-mail : tiffany.jei@hyatt.com

Signed 
Date NOV 19 2023
Client:
H.E. Maria Theresa B. Dizon-De Vega
Ambassador
Embassy of the Republic of
Philippines
80 Hoenamu-ro, Yongsan-gu, Seoul
Korea
Tel : 82 2 796 7387
Email : theresa.devega@dfa.gov.ph




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Event Agreement Terms & Conditions

1. Cancellation

All cancellations must be notified in writing to the hotel. Should the event be cancelled or rescheduled, the amount paid at the time of signing the letter of agreement is forfeited by Group and balance of the deposits received are subject to following cancellation fee:

Period prior to the event Cancellation Fee Applicable

- Contract signing to 60 days: 50% of total estimated billing inclusive of taxes
- Between 59 days to 30 days and less: 75% of total estimated billing inclusive of taxes
- Between 30 days and less: 100% of total estimated billing inclusive of taxes

Except as otherwise provided neither party shall have the right to terminate their obligations under the Letter of Agreement. The Letter of Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

The parties' performance under the letter of agreement is subject to acts of God, war, government regulations, terrorism, disaster strikes, civil order, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects the party's ability to perform its obligations under this letter of agreement.

Either party may terminate this agreement for anyone or more of such reasons upon written notice to the other party within three (3) days of such occurrences or receipt of notice of any of the above occurrences

2. Minimum Guaranteed Attendance and Venue Allocation

Allocation of event venues is in accordance to the minimum numbers guaranteed. The minimum guarantee for your event needs to be confirmed at the time of signing the Letter of Agreement, after which only an increase in number will be permitted. The final attendance will need to be confirmed at least 7 days prior to the event. Charges will apply to the guaranteed or actual number of people attending whichever is higher.

If there is any reduction in the minimum guarantee, the same needs to be informed to the Event Planning Manager in charge of your event, a minimum of 7 days in advance of the event in writing. Any such reduction would be subject to reallocation of venue and/or increase in food charges/ room hire. In case of increase in the minimum guarantee, allocation of larger venue space would only be subject to availability.

3. Food and Beverage Policy

- Food shall be prepared only 5% in excess of the minimum guaranteed numbers for events. Should the number of persons exceed overset percentage of this guaranteed number, Grand Hyatt Seoul would not be able to ensure consistency in the quality and quantity of food and quality of service in the absence of adequate notice.
- Only food and beverage items provided by Grand Hyatt Seoul are to be consumed on the hotel premises. No left over food or beverage will be removed from the hotel's premises for outside consumption.
- All left over food or beverage items (cooked or uncooked) shall remain with Grand Hyatt Seoul's Event Service team.

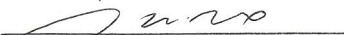
4. Extended Hours / Surcharge/ Night Set Up Fee

- Should the timings of the event exceed the stipulated timings, an overstay charge based on a per hour cost will be applicable to the client at the discretion of the Event Service Manager.
- Should you require access to the event venue after hours an additional fee will apply.

5. Entertainment Noise Levels

All entertainment requirements for the event are to be approved prior to the event by Grand Hyatt Seoul in addition to place, timing and noise pollution levels of the planned entertainment. Grand Hyatt Seoul reserves the right to reduce

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Grand Hyatt Seoul



volume levels should these levels exceed the comfort level and cause inconvenience to other Grand Hyatt Seoul's guests.

6. Communications and Electrical Installations

- All installations provided by the client or the hotel, must be supervised by Grand Hyatt Seoul's Engineering Department. The client is required to conform to any recommendations made by the hotel's management in this regard.
- Live and loose wires are not permitted in any area of the hotel. All wires must be concealed with an appropriate black electrical tape.
- Client must inform the hotel about the total electricity load requirement for the event at least 7 days in advance, so as to make necessary arrangements or advise the client to arrange for additional generators.
- An in house Technician must be in attendance, at the nominated hourly rate (min three hour hire) while access is available to the event venues if an external technology and communication supplier is selected by the Client.

7. Exhibitions

For all exhibitions and stage setups produced by outside contractors, plans and power requirements must be approved by the hotel's Director of Engineering a minimum of 14 days prior to the event.

8. Damages and Liability

Clients are financially responsible for any damage sustained to the Hotel and its contents and property owned or in the care or custody of the Hotel by the Client, Client's guests, invitees or other persons attending the function, whether in the area reserved or any area or part of the Hotel.

- The hanging of banners, posters or any other object by using nails, thumb pins, tape or by any other means is not permitted. Freestanding-framed banners shall be permitted.
- All display material within the event venue areas requires the approval of Grand Hyatt Seoul.
- No banner, poster or signage is permitted in any public areas or around the periphery of the hotel.
- Grand Hyatt Seoul is not liable for any loss or damage of guest's belongings during the event.
- The client is liable for any damage caused to Grand Hyatt Seoul's property or equipment by the client or contractor of the client or the client's guests attending the event.
- Grand Hyatt Seoul is not liable for any loss or damage to property left within the hotel premises before or after the event

9. Guest Conduct

Grand Hyatt Seoul reserves the right of admission and entry of persons entering the hotel's facilities. In the unfortunate event that the client's guests or their guest's behaviour become unacceptable and causes embarrassment or discomfort to others (guests or hotel staff) management of the hotel reserves the right to have the individual or individuals removed from the hotels premises.

10. Set Up And Delivery Of Equipment

Clients are responsible for costs involved in ensuring set up and break down time in all event venues. All deliveries to the Hotel must be prior advised to the Hotel and must be marked with the name and date of the event. Whilst every effort will be made to assist in movement of goods from loading bay to the event venue, assistance will be offered on the basis of staff available at that time. The Hotel does not have storage facilities other than event venues booked by the Client. Goods left in the hotel without prior arrangements will be deemed abandoned.

11. Entire Agreement

Subject only to variations specified in a subsequent Event Confirmation signed by both parties, the attached letter and these Terms and Conditions constitute the entire agreement of the parties and shall supersede all prior offers, negotiations and agreements in connection with the function.

H.E. Maria Theresa B. Dizon-Delgado
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