



CATERING CONTRACT

This agreement is made by and between **Crowne Plaza Manila Galleria** and **SECURITIES AND EXCHANGE COMMISSION**. This Agreement will constitute a firm commitment and its terms will be demonstrative of mutual assent on the part of both parties. Any proposed changes to this agreement must be made in writing and signed by both parties.

Client Name: Securities and Exchange Commission
Name of Client/s: Ms. Rose Ann S. Espiritu
Title: Director III
Address:
Contact Number: 09065014066
E-mail Address: jmmiranda@sec.gov.ph

Hotel: Crowne Plaza Manila Galleria
Name: Rosbelle Aquino Espallardo
Title: Crowne Meetings Manager
Address: ADB Ave, Ortigas Center, Pasig, Quezon City
Contact Number: 09062836841
Email Address: rosbelle.espallardo@ihg.com

Agreement is for **FOCUS GROUP DISCUSSION (FGD)**

| Date | Start Time | End Time | Function Type | No. of Persons | Room | Set-up | Rate per Person | Food & Beverage (Php) |
|----------------------|------------|----------|-------------------|----------------|------|--------------|-----------------|-----------------------|
| 11-13 September 2023 | 0700H | 1700H | Whole Day Meeting | 69 | Jade | Rounds of 10 | 2,500.00nett | 517,500.00nett |

Rate:

- *Whole Day Meeting (Plated AM Snacks, Buffet Lunch and Plated PM Snacks)* Php2,500.00nett per person

Inclusions:

- Complimentary use of the venue for Maximum of Ten (10) hours, in excess Php6,500.00nett shall be charged per hour
- Standard Function room set up
- Complimentary use of Basic Sound System with 2 Unit microphones
- Complimentary One (1) Round of Iced Tea during Lunch
- Coffee, Tea and Water station during the event
- Complimentary One (1) Flip Chart, Conference pads and Pens
- Complimentary One (1) Projector with 3000 lumens and screen
- Complimentary Wi-Fi access, 5mbps gadget
- Complimentary parking passes based on ten percent (10%) guaranteed guests, not applicable to valet service

The total amount of the event is **Php517,500.00nett** for food and beverage inclusive of 12% VAT, 10% service charge and local tax.

Finalizing Menus: The menu and all other details of the event are to be finalized a minimum of three (3) weeks prior to the date of the Event and are subject to the terms and conditions described herein.



Payment Terms: The payment terms for the Event are as follows:

- Full payment for banquet and room charges amounting to **Php517,500.00nett** and incidental charges to be settled thru send bill arrangement, with CAF, Crowne Plaza LOA and sign contract shall be provided. Payment should be settled within ~~15 days~~ ^{30 days} upon receipt of Statement of Account (SOA).

Payments shall be due on the above dates without need for demand. The Hotel shall have the right to cancel the booking without incurring any liability, with forfeiture of the Deposit and imposition of applicable cancellation fees, if client fails to pay in accordance with the above schedule.

Mode of Payment:

- Settlement off charges can be made in the form of cash, credit card or company check. Check payments are acceptable at least (2) weeks prior the arrival of guests and /or function date and should be payable to **Crowne Plaza Galleria Manila**. Checks will only be considered as payment once cleared or encashed.
- Payment through bank deposit or wire transfer must be **deposited (2) weeks prior** the function date. Kindly send a copy of the bank transmission slip with bank validation to your hotel contact as soon as deposit has been made. Please see bank details provided below:

Account Name: Crowne Plaza Galleria Manila
 Bank Name: Robinsons Bank
 Bank Address: Main Office Branch, Galleria Corporate Center, Ortigas ave., Quezon City
 Peso Savings Account No: 1000-302-00000-460
 Dollar Savings Account No: 1000-502-00000-097
 Swift Code: ROBPPHMQXXX

Cancellation Policy: The advance deposit will not be refunded if Client cancels the Event for any reason. In addition, a cancellation fee shall be charged and it shall be payable upon demand if Client cancels all or part of the Event after acceptance of this Agreement by the Hotel. The fee will be based on banquet pricing in effect at the time notification of cancellation is received by the Hotel. This cancellation fee is due as liquidated damages and not as penalty.

The following schedule will apply:

| <u>Notification of Cancellation</u> <u>Prior to Scheduled Event</u> | <u>Cancellation Fee</u> <u>% of Est. Lost F&B Revenue & Room Rentals</u> |
|--|---|
| 30 - 0 days | 100% |

Menu and Arrangements Proposal: All details of the food and beverages to be served at the Event shall be set forth on a separate menu and arrangements proposal, which is made part hereof.

Surge Charge: A 10% additional plus other charges will be added to all food & beverage for every additional order during the event.

Changes in Menu: No changes to the menu may be made by the client within the **fourteen (14) days** period preceding the Event. The Hotel reserves the right to make reasonable substitutions or adjustments to the menu due to fluctuations in cost of food items or difficulty securing items or ingredients.


CROWNE PLAZA
AN IHG HOTEL
MANILA GALLERIA

Number of Attendees: The guaranteed number of attendants must be communicated to the Catering Office at the Hotel not less than (7) full business days (excluding holidays), prior to the Event. The Hotel does not guarantee that late notice of increases in the number of attendees will be accommodated. Final charges will be based on the guaranteed number of attendees (or the number of persons for which the Event was originally booked, if no guaranteed number is provided) and the total number served, whichever is greater.

Room Attendance Guarantees: The room(s) designated for the Event carries a minimum and a maximum attendance number. If the final guaranteed number is lower or higher than these numbers, the Hotel reserves the right to transfer the Event to another function room and /or charge a rental (or an additional rental) based on the established Hotel rental schedule.

Hotel Parking Fees:

- Daily Self Parking: Php 50.00 / 4hrs.; Php 25.00 / excess hour
- Overnight Self Parking: Php 300.00

Conduct of Event: Client agrees to comply with all applicable national and local laws and regulations, including health and safety guidelines, and the Hotel's rules and regulations. The Client agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws and regulations. Client assumes full responsibility for the conduct of all persons in attendance at Event. In the event that compliance with applicable laws, regulations and guidelines requires additional cost, the Hotel shall notify Client of the same and such costs shall be borne by the Client.

Building and Fire Code Requirements: All displays, exhibits and decorations must conform to the local Building Code and Fire Ordinance and should be free standing without attachment to walls, ceilings or floors. Decoration or centerpieces incorporating candles or any device emitting a flame must be approved by and have a valid permit from the Fire Department in order to be used for a given function. The signed permit must be issued for the specific event, and be on file in the Hotel's security office prior to the start of the Event. If a permit is not obtained, the Hotel reserves the right to remove or alter the centerpieces in order to comply with any applicable law.

Service Entrance, Delivery & Pick-up: All performers, service crew, displays, exhibits, decorations, and equipment must enter and exit the Hotel through the receiving entrance and/or security office. Delivery and pick-up times must be coordinated with Hotel in advance.

No Other Food and Beverage: No food or beverages of any kind can be brought into the Hotel by the Client without the written permission of the Hotel and are subject to such service and/or labor charges as are deemed necessary by the Hotel. Client shall sign Hotel's indemnity agreement and release prior to bringing its own food and beverages into the Hotel.

Termination by Hotel: The Hotel is allowed to withdraw from this Agreement without incurring any liability under the following circumstances:

- a) Client fails to pay in accordance with the schedule provided herein, b) the Agreement cannot be performed as a result of Force Majeure as defined herein. c) the Hotel has reasonable grounds to assume that the Event can disturb the Hotel's smooth business operation, pose health, security or safety concerns, or be detrimental to the Hotel's image or reputation, or d) the Event becomes commercially impracticable, impracticable to perform, illegal or impossible to fully perform as originally intended.

Force Majeure: The performance of this Agreement by either party is subject to acts of God, government authority, disaster, disease, general strikes, civil disorders or other emergencies, any which make it illegal or impossible to provide the facilities and/or services for the event. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause. If unable to resume performance, Agreement may be terminated by the Hotel for





any one or more of such reasons by written notice without liability. Force Majeure shall allow the Client to reschedule, but shall not allow cancellation of the event without forfeiture of the Deposit.

Indemnification: Client agrees to protect, indemnify, defend and hold harmless the Hotel, Robinsons Land Corporation and their respective employees and agents against all claims, losses, or damages to persons or property, governmental charges or fines and costs (including reasonable attorney's fees), arising out of connected with Client's Event., including the conduct of service providers.

Right to Inspect and Non-Liability for Personal Property: The Hotel reserves the right to inspect and control all private functions. The Hotel does not assume liability for any personal property and equipment of Client or Client's guests or invitees brought to the Hotel. Any personal property brought onto the premises by Client shall be at the sole risk of the Client.

Additional Terms / Local Law Requirements:

No Smoking Policy

Smoking is strictly prohibited in any enclosed areas, unless given special permission by the Hotel Management. Guests are allowed to smoke only at Smoking Lounge at the 3rd floor.

Storage

Please be advised that delivery of materials, beverage or other items for your group should be sent a night prior to the actual event between 2200 to 0400 hours to our loading / unloading bay at the back of the Hotel (near the Employees Entrance). Items left behind after the event should be cleared within twenty-four (24) hours, after which the hotel reserves the right to discard them.

Loss or Damage

The Hotel will not responsible for any damage(s) of property, equipment or valuables left in the Hotel's premises prior, during, or after the function. Items of value should be insured by the Organizer of the Event. The Organizer of the Event will be liable for any damage(s) caused directly or indirectly to the Hotel property, by their guests or external contractors engaged by them.

CCTV

The Hotel operates video processing devices throughout the premises for security purposes. Only the Hotel's authorized representatives have access to security footage. Requests to view or verify the existence of video content shall be granted at the sole discretion of the Hotel. If granted, viewable content is limited to that in which the person making the requests is filmed, or in which information is necessary in the face of imminent danger to the life, physical wellbeing or assets of the person making the request.

Sound Level

The Hotel reserves the right to tone down the music volume as deemed necessary.

Confetti Guns

Please be informed that no confetti guns are to be used as there is a potential of damaging the Hotel's chandeliers and may hurt the guests in the function rooms.

Helium Balloons

Helium Balloons are allowed in the function rooms, on the condition that they are to be secured to a chair or any other structure. Helium Balloons are not allowed to float freely.



Electrical

Any power to be tapped from main electrical power panels require Professional Electrical Licenses endorsement, submitted to Hotel one (1) week prior. Disturbances or damage to the Hotel's technical facilities resulting from Client's use of electrical equipment will be charged to Client.

Disclosure

The Client hiring space at the Hotel shall freely disclose the intended nature of the event being held and will at no time undertake any activity that is deemed as illegal or improper.

Type of Theme Groups

The Hotel requires the name and type of theme at least thirty (30) days prior to the date of the function. It is an offense to organize, promote, or host theme groups that contravenes local law (e.g. groups related to gambling, unlawful solicitation, sale of contraband, etc.). In the event of any lack of clarity on the legalities of such theme group, the event Organizer owns the responsibility of seeking approval from respective government agencies. Where necessary, a copy of such approved and official documentation must be submitted to the Hotel at least (15) days prior to the date of the function. The Hotel reserves the right to refuse service to theme groups or event for the aforesaid reasons and at any time.

Authority to Sign: If this Agreement is signed in the name of a corporation, partnership, association, club, society or another individual, the person signing represents and warrants to the Hotel that he/she has full authority to sign such contract and that in the event he/she is not authorized, he/she will be personally liable for the faithful performance of this contract.

Acceptance by Hotel: Signature by the Hotel shall be regarded as acceptance by the Hotel of the above reservation for the Client's function.

Execution and Return of Catering Agreement: Please sign this Agreement and return one (1) copy of it along with the requested deposit. If the application and deposit are not returned to the Hotel by **September 6, 2023** the Hotel shall be released from this commitment and therefore the ability to rebook this space with another client.

Crowne Plaza Manila Galleria

Rosbelle Aquino Espallardo
Crowne Meetings Manager

Securities and Exchange Commission

Ms. Rose Ann S. Espiritu
Director, Economic Research and Training Department

Certified Funds Available:

Ma. Rosita Gopez
Crowne Meetings Director

Dondie Q. Esguerra
Director, Financial Management Department

Funds Available
Burs No.. 02-24442-2023-09-60202
Date: September 7, 2023