

# Marriott.

## HOTELS & RESORTS

### LETTER OF INTENT

#### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Bethesda North Marriott Hotel & Conference Center, 5701 Marinelli Road, Rockville, MD, 20852-2785, (301) 822-9200 and HackingTeam.

ORGANIZATION: HackingTeam  
CONTACT: Name: Lucia Rana  
Job Title: Administrative Support  
Street Address: Via della Moscova n.13  
City, State, Postal Code: 20121 – Milano, Italy  
Phone Number: +39 0229060603  
E-mail Address: lucia@hackingteam.it

NAME OF EVENT: HackingTeam Meeting Sep2013  
REFERENCE #: M-14SSGRG  
OFFICIAL PROGRAM DATES: Wednesday, 09/25/2013 - Friday, 09/27/2013

#### FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by HackingTeam, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	#People	Rental
09/25/2013	Wed	08:00 AM	05:00 PM	Meeting	Conference	10	\$500.00
09/26/2013	Thu	08:00 AM	05:00 PM	Meeting	Conference	10	\$500.00
09/27/2013	Fri	08:00 AM	05:00 PM	Meeting	Conference	10	\$500.00

#### AUDIO VISUAL

Group has requested the following A/V for their program:

- MB Wired Internet Line \$75.00
- 42" Plasma TV is \$350.00

A customary 22% taxable service charge will be applied to all prices. In addition, a 6% MD sales tax will be applied to food, audio visual equipment, room rental, labor and services. A 9% MD sales tax will be applied to alcohol related beverages, labor and services

#### CANCELLATION

If for any reason the HackingTeam is no longer in need of certain function space, please let us know as soon as possible, and we will be release that function space. Should the HackingTeam cancel a function within 72 hours of the function they will be responsible for payment of the amount reflected on the BEO. Any cancellation fees will be charged to your method of payment on file for this event.

#### IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

**CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or HackingTeam will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

**DISPUTE RESOLUTION**

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If The Group wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site. Prior to the execution of this agreement The Group shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by The Group. This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. The Group agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

**REWARDS PROGRAM - REWARDING EVENTS**

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and HackingTeam has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

Rewarding Events does not apply to Events booked by or on behalf of any governmental entity, including any federal, state or local agency or any other governmental body, and hotels may not award Points or airline miles to a government employee (or an intermediary booking on behalf of a governmental entity) in connection with the Rewarding Events program or otherwise in connection with planning, scheduling or contracting for an Event.

CHECK ONE OPTION BELOW:

- Award Points to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)  
Member Name \_\_\_\_\_  
Rewards Program Member Number \_\_\_\_\_
- Award Airline Miles to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)  
Member Name \_\_\_\_\_  
Rewards Program Member Number \_\_\_\_\_  
Airline frequent flier account number \_\_\_\_\_  
Name of airline \_\_\_\_\_

Decline to Award Points or Airline Miles. The Contact and the Authorized Signer of this Agreement elect not to receive (and hereby waive the right to receive) an award of Points or airline miles in connection with the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive either Points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

\*Electronic selection – This may be done in Microsoft Word using the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

**ACCEPTANCE**

When presented by the Hotel to HackingTeam, this document is an invitation by the Hotel to HackingTeam to make an offer. Upon signature by HackingTeam, this document will be an offer by HackingTeam. Only upon signature of this document by all parties will this document constitute an executed Letter of Intent. Unless the Hotel otherwise notifies HackingTeam at any time prior to HackingTeam's execution of this document, the outlined format and dates will be held by the Hotel for HackingTeam on a first-option basis until **Friday, July 26, 2013**. If HackingTeam cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, HackingTeam and the Hotel shall have agreed to and executed this Letter of Intent by their authorized representatives as of the dates indicated below.

**ELECTRONIC SIGNATURES**

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box ("■") at the end of the line marked "Electronic Signature (*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*)\*." This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by HackingTeam:

Name: (Print) RUSCO GIANCARLO

Title: (Print) COO

Date: JULY 26<sup>th</sup>, 2013

HT Srl  
Via Moscova, 13 - 20121 Milano  
P.IVA G.F. 0204730097  
www.hackingteam.it

Electronic Signature  
(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*):

Approved and authorized by Hotel:

Name: (Print) Isabel Martinez

Title: (Print) Sales Manager

Date: \_\_\_\_\_

Electronic Signature  
(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*):

\*This may be done in Microsoft Word using the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."