

Agreement regarding the transnational transfer of Starwood Employees

Especially in the hospitality industry, international experiences are important for associates to improve their competencies and professionalism within the company. To support such transfers, this agreement has been drafted, negotiated and finalized between Starwood Human Resources EAME and the SEECCC.

This agreement constitutes minimum conditions for associates' transfers within the areas defined here below. More favorable individual transfer agreements can be in place on an individual basis. In addition it is understood that also collective agreements in place in any country, if any, will be respected accordingly.

Starwood Hotels & Resorts Worldwide Inc. and its daughter companies and affiliated companies, in Europe ("Starwood"), excluding franchise, will endeavor to fill any open positions internally in hotels within countries which are located in the SEECCC area. If a position becomes vacant in a hotel belonging to or leased from Starwood, suitable employees will be considered who have expressed a desire to relocate and who have demonstrated that they have the relevant characteristics and qualifications required for the post, before we look to fill said post externally.

All employees interested in relocating must inform their Human Resources representatives of this, who will then be able to facilitate the relocation application procedure. Employees must provide written consent to their employment details being passed on to the relevant parties involved in the relocation application process. Decisions to relocate existing associates will be based on the availability of suitable job openings as well as the qualifications, experience, previous job performance.

Ratings as per locally accepted performance evaluation systems are to be taken into consideration.

Employees will be considered for relocations and postings in accordance with the following guidelines:

1) All internal applicants eligible to apply will be invited to an interview at the location of their current job and then informed of the results of their application within the agreed time period.

Final decisions regarding job grading will be made in accordance with national legislation and will follow the local Starwood Management Human Resources process in place where the relevant vacant post is located.

- 2) Employees corresponding to the following criteria can apply for a relocation (or posting) via local HR for any position listed in the HOTcareers list or on www.starwoodcareers.com.
 - a) The candidate must have been employed by his/her department for at least a year (one season plus one season).
 - b) The candidate must posses at least the minimum qualification requirements for this post as stipulated in the job description and as required by the demands of the post.
- 3) As soon as the candidate is accepted by another Starwood site, the Human Resources department of the employee's original workplace site shall set the relocation process in motion by providing, within one week, the destination hotel with the following information:
 - a) Current gross salary;
 - b) Last date of employment and payment;
 - c) Actual date of employment at new site;

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- 4) A specific timeframe must be allocated for the relocation process. It is of course understood that the hotels can agree on shorter period than the legal notice. This needs to be mutually agreed by all parties.
- 5) Assistance in looking for a place to live and in administrative issues such as obtaining a work permit, registration, etc., should be provided by the hotel accepting the relocated employee in accordance with current guidelines.
- 6) Financial support covering fees for passport, visa, work permit and legally required health certificates or other required documents is to be agreed on an individual basis and in accordance with the local legislation/collective bargaining agreements.
- 7) A settling in allowance is provided to cover relocation costs by the hotel accepting the relocated employee in cases where the distance between the old and new workplace is at least one hundred kilometers and where the employee is changing home address as well as workplace. This will be stipulated in writing in the employment contract.

As an additional prerequisite, an employment contract for six months or longer must be drawn up (staff on seasonal contracts are excluded from this policy)

Half of the grant (the grant as a whole constituting a maximum of one month's net salary at the new place of work) will be paid out immediately upon starting work in the new position.

Should costs be incurred amounting to in excess of half of this salary, receipts must be provided to demonstrate the entire sum required (including the first half) which will then be settled.

If the relocations costs do not exceed half of the net monthly salary, proof with receipts is not required – except where this is necessary for tax purposes.

8) The hotel can request this money back should the employee choose to terminate the employment period within 6 months of the transfer taking place, or if the company decides to terminate the contract during this period due to serious or gross misconduct on the part of the employee (in a legal sense).. Should the employee resign after 6 months, 50% of the amount will be due back and then, this 50% would be prorated down to zero for the coming 6 months thereafter (and be zero after 12 months).

Example:

The settling in allowance provided is 600€. Should the employee resign after:

6 months	he will have to reimburse	300€
7 months		250€
8 months		200€
9 months		150€
10 months		100€
11 months		50€
12 months		0€

Should the foreign assignment foresee a shorter period of time and the employee would stay with Starwood thereafter, this would not apply.

9) When applicable, the employee may live in property provided accommodation at the new place of work for up to a month.

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10) Employees relocated in accordance with these guidelines are entitled to return to their old place of work (with their old position salary) should the new employing location lay them off within the first 3 months for any reason other than cause or gross misconduct.

11) The parties to the contract agree that a sabbatical may be taken in accordance with national legislation within the framework of our contract, so as to enable employees the opportunity to work in one of our foreign sister hotels.

If such sabbatical leave is used for an employment opportunity with a Starwood sister hotel in Europe (temporary transfer) that is determined to be more than 6 months, articles 7 and 8 of this agreement apply accordingly.

If such sabbatical leave is used for training employment abroad with Starwood under 6 months, one time travel costs from and to the assignment place will be reimbursed with a maximum of 25% of the gross salary in the foreign country.

Employments with sister properties under sabbatical legislation and for training purposes are generally seen positive by Starwood.

Starwood Human Resources EAME agrees that this policy, its application and its success will be an agenda point at the annual meeting.

This agreement is valid for two years and will be extended by one year each time it arrives at its end date, unless it is terminated through provision of three months' notice.

This agreement was drawn up in English. In case of any differences in interpretation in the different language versions, the English version shall prevail.

November 28, 2007

For Starwood Management:

For SEECCC:

SEECCC assisted by EFFAT:

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