

THESE STANDARD TERMS & CONDITIONS (the "Terms") shall govern Services delivered by Supplier to the applicable CBRE entity ("CBRE") for the benefit of CBRE and/or the applicable CBRE client (the "Owner")

1. GENERAL

1.1 Definitions

"Commencement Date" means the date the Services shall start to be performed pursuant to a Purchase Order or any other CBRE written instruction or request.

"Confidential Information" means information that is designated as confidential or which by its nature is clearly confidential such as information about a Party's: finances/financial affairs, drawings, plans, specifications, studies, recommendations, analyses, processes, opinions, reports, strategies, forecasts, projects, photographs, methods, models, any information/material concerning technology, technical processes, business processes/affairs, procedures, personal data, manufacturing, purchasing, logistics, sales, marketing, in any form or medium or any parts of such information and any copies the same.

"Fees" means the fees payable for the performance of the Services as agreed between the Parties in writing (in the Purchase Order or elsewhere), which shall in each case be exclusive of VAT.

"Intellectual property Rights" means all patents, know-how, copyrights, trade or service marks, design rights, rights in inventions, business names, domain names, database rights, topography rights, trade secrets, and all other intellectual rights of any kind, in each case (i) whether registered or not and, where such rights can be registered, any applications to register or rights to apply for registration and (ii) where applicable any goodwill therein;

"Losses" means any and all liabilities, damages, costs, expenses, suits, losses, claims, actions, fines and penalties, including court costs, reasonable attorney's fees and any other reasonable costs of litigation and interest on any of the foregoing;

"Personnel" means any individual or individuals employed or engaged by Supplier and its subcontractors, agents, consultants or affiliates to perform the Services;

"Services" means the services agreed between the Parties in writing (in the Purchase Order or elsewhere);

"Site" means the premises used or occupied by Owner.

1.2 In these Terms:

1.2.1 The words "other" "include", "including" or "in particular" shall be construed without limiting the generality of any preceding words where a wider construction is possible.

1.2.2 Words denoting one gender include all genders and vice versa and the singular shall include the plural and vice versa.

2. PERFORMANCE OF SERVICES

2.1 Supplier represents, warrants and undertakes that it and each of its subcontractors, consultants and affiliates

involved in the provision of the Services:

- 2.1.1 holds all licenses, consents, warranties, guarantees or certificates required for the provision of the Services;
 - 2.1.2 shall perform the Services in accordance with these Terms and with good industry standards.
 - 2.1.3 shall ensure the Services will be performed by appropriately qualified, experienced and trained Personnel in an ethical and good workmanlike manner;
 - 2.1.4 shall comply with, and ensure that its Personnel comply with, all relevant legislation, regulations, codes of practice, guidance notes and other requirements of any relevant government, governmental body and regulator, including in particular those relating to the protection of personal data;
 - 2.1.5 when on Site, shall comply and shall ensure the Personnel comply with all instructions, directions and guidelines communicated to it by CBRE or Owner;
 - 2.1.6 shall at its own expense provide all items necessary to provide the Services in conformity with good industry standards and shall be responsible for the appropriate maintenance of such items.
 - 2.1.7 shall notify CBRE promptly of any significant delays or anticipated delays in performance of the Services including information as to the cause of the delay.
 - 2.1.8 shall at all times exercise reasonable care to prevent damage or injury to persons, Owners' property and CBRE's property and shall not engage in any conduct which might interfere with the operation of Owner's business or CBRE's business;
 - 2.1.9 absent any written agreement with Owner under the terms of which Supplier shall not be responsible for the removal of its waste and rubbish from the Site, shall at its own cost remove any waste / rubbish from the Site that it brings onto the Site or generates whilst on the Site;
 - 2.1.10 has received or obtained all the information necessary to provide the Services pursuant to these Terms such that, in particular, its pricing is complete and accurate in all respects and it shall make no claim for additional fees or costs due to a lack of such information; and
 - 2.1.11 has and will have adequate administrative, technical, and physical safeguards in place to ensure the security and confidentiality of Owner and CBRE's information received by it.
- 2.2 Supplier shall not subcontract any part of the Services without CBRE's prior written consent; shall be fully responsible for the delivery of Services by its subcontractors and/or affiliates as if such Services were performed by Supplier hereunder; and shall ensure that any subcontract entered into in respect of the Services contains terms substantially the same as these Terms.
- 2.3 Supplier represents, warrants and undertakes that it shall complete and maintain at its own cost and prior to the Commencement Date registration with the online vendor screening service provided by Global Risk Management Solutions, LLC ("GRMS"), or a CBRE-designated alternative.
- 2.4 Time shall be of the essence in relation to the performance of the Services.

2.5 These Terms do not provide Supplier with rights of exclusivity, nor any guarantee of volume or revenue.

3. FEES AND PAYMENT

3.1 Subject to the remaining provisions of this Clause, CBRE shall pay the Fees within the payment terms agreed between the Parties in writing (in the Purchase Order or elsewhere), provided that:

3.1.1 Supplier's invoices are valid VAT invoices containing as a minimum:

3.1.1.1 Supplier name, remittance address information and taxpayer identification number;

3.1.1.2 an invoice date;

3.1.1.3 a description of the Services provided;

3.1.1.4 serial number, price and quantity in relation to any materials provided;

3.1.1.5 applicable deductions for credits due, if any;

3.1.1.6 an itemization of all applicable sales or use taxes due in connection with such invoice; and

3.1.1.7 other substantiating documentation or information as required by CBRE, including timesheets, lien waivers and releases for itself and each of its subcontractors and suppliers, and operator verification, as applicable; and

3.1.1.8 a reference to the specific Purchase Order, if applicable;

3.1.2 CBRE shall be obligated to pay the Fees only to the extent CBRE has received payments with respect thereto from Owner ("Owner Remittances") in amounts allocated and sufficient to pay the Fees in unless the Owner Remittances have been delayed or withheld due to CBRE's acts, omissions, negligence and/or default (in which case the Fees shall be due and payable in accordance with the provisions of these Terms as if the Owner Remittances had been duly received). Notwithstanding the foregoing:

3.1.2.1 CBRE warrants that in accordance with the Owner Contract, Owner has the obligation to pay CBRE all undisputed Fees and Owner has no right to withhold the payment of undisputed Fees.

3.1.2.2 If Owner has failed to pay to CBRE such Owner Remittances, CBRE shall use its best endeavours to enforce Owner's obligations to pay such remittances in accordance with the terms of the Owner Contract.

3.1.2.3 Until such time as CBRE has received Owner Remittances for the Fees in question, Supplier shall not seek payment of the Fees (or any damages founded upon the failure to pay the Fees) from CBRE, whether in CBRE's individual capacity, as Owner's agent, or otherwise.

3.1.2.4 When Owner has failed to pay to CBRE any such Owner Remittances and hence CBRE is unable to pay to Supplier, CBRE shall without undue delay communicate the reasons for the delay to Supplier. If any Fees remain outstanding for 30 days beyond the contractual payment terms, CBRE shall then present a payment rectification schedule to Supplier. Upon instruction from Supplier, CBRE shall take all action reasonably necessary to recover any Owner Remittances including, but not limited to, following the provisions of the dispute resolution provisions in the contract between the Owner and CBRE and CBRE shall be solely responsible for any and all costs it incurs in doing so.

3.1.2.5 Notwithstanding any other provision in these Terms, if any sums relating to the Fees remain outstanding for a further period of 30 days as a consequence of Owner's failure to pay CBRE the

Owner Remittances then Supplier shall be entitled to serve notice of termination upon 30 days notice, provided always that should payment of such sums be made in the period of notice then such notice of termination by Supplier shall be withdrawn. For the avoidance of doubt, CBRE shall not be entitled to withhold undisputed Supplier Fees when Owner has made payment to CBRE for said fees when Owner is withholding payment to CBRE as a result of a matter unconnected to Supplier or Supplier's performance of the Services.

- 3.2 Save to the extent set out in the respective Purchase Order, the Fees are inclusive of all travel, subsistence and other incidental expenses incurred by Supplier, its Personnel and subcontractors in respect of the provision of the Services.
- 3.3 Without prejudice to any other right or remedy available, CBRE shall be entitled to exercise the right to set off any amounts against any undisputed amounts payable by CBRE to Supplier.
- 3.4 CBRE is entitled to withhold payment for Services which are not delivered in accordance with these Terms and payment shall not be deemed to constitute acceptance of the Services.
- 3.5 Notwithstanding anything else herein to the contrary, CBRE shall not be liable to pay any invoice not issued and sent to it by Supplier within ninety (90) days of the date the Services that are the subject of the invoice were rendered.

4. PERSONNEL

- 4.1 Supplier shall, on request, provide CBRE with a list of all Personnel that require access to any Site. CBRE and/or Owner reserves the right to refuse any Personnel access to any Site.
- 4.2 Supplier will be solely responsible for all matters relating to the payment of Personnel including, without limitation wages, bonuses, pension payments, termination, severance, redundancy payments and any other payments relating to the Personnel required by applicable law (including without limitation workers' compensation, unemployment, disability insurance, social security withholding, government taxes, local occupational taxes and unemployment benefits). Supplier shall indemnify and hold harmless CBRE and Owner in relation to any Losses arising from Supplier's failure to comply with the obligations set out in this [Clause 4.2](#).

5. OWNERSHIP

- 5.1 Any Intellectual Property Rights in work arising from or created, produced or developed by Supplier (whether alone or jointly with others) under or in the course of the Services provided pursuant to these Terms (hereinafter the "Works"), will be the property of CBRE from creation thereof and Supplier agrees and shall procure that Supplier's officers, employees, agents and subcontractors agree to assign and hereby assigns all and whole its present and future right, title and interest in and to the Works to CBRE absolutely.
- 5.2 Supplier hereby represents, warrants and undertakes that the provision of Services will not violate, infringe or misappropriate any Intellectual Property Right of any third party and that Supplier has the right to deliver the Services and such delivery shall be free of all liens, claims and other restrictions on CBRE and/or Owner's permitted receipt of Services hereunder. If any third party brings a claim against CBRE and/or Owner that the provision of all or part of the Services constitutes an infringement or misappropriation of its Intellectual Property

Rights, Supplier shall indemnify and keep indemnified CBRE and/or Owner against all Losses arising from such claim

6. TERM AND TERMINATION

- 6.1 These Terms shall take effect on the Commencement Date and shall remain in full force and effect until terminated by CBRE's in writing or until such date as Supplier (or its subcontractors or affiliates) ceases to provide Services to CBRE.
- 6.2 Following expiration or termination of these Terms, CBRE shall have no liability to Supplier beyond payment for services accepted by CBRE prior to the notice of the termination.
- 6.3 Any Clause herein that by its nature should survive expiration or termination of this Agreement, shall remain in effect after the expiration or termination of this Agreement, including without limitation Clauses: 2.1, 3.2, 3.3, 3.4, 3.5, 4.2, 5, 6.4, 7, 8, 9, 11, 13.1, 13.2, and 13.5.

7. LIABILITY AND INSURANCE

- 7.1 To the extent permitted by applicable laws, neither Party shall be liable to the other in relation to the performance of the Services for any indirect, special, or consequential Losses.
- 7.2 To the fullest extent permitted by law, Supplier shall defend (with counsel approved by Owner and/or CBRE), indemnify, pay, save and hold harmless Owner and CBRE and their respective agents, officers, directors, employees, successors and assigns from and against any Losses incurred which arise out of or in connection with Supplier's breach of these Terms, or from Supplier's negligence, gross negligence, fraud, willful misconduct, breach of laws or failure to account for or to pay any taxes payable by it in relation to the Services. The indemnity contained in this Clause 7.2 shall apply irrespective of whether any Claims are asserted by any third party.
- 7.3 Supplier shall, at its own cost and expense, insure and maintain in full force and effect insurance policies that would ordinarily be taken out by a best-in class provider of services substantially similar, and with a risk profile substantially similar, to the Services, provided that each policy shall in any event contain coverages in an amount of not less than £1 million per event.

8. BRIBERY AND CORRUPT PRACTICES

- 8.1 Supplier warrants that:
- 8.1.1 it is not a government official or affiliated with any government official;
- 8.1.2 it has not engaged and shall not engage in conduct in breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or other analogous applicable anti-bribery and corruption legislation (together the "Bribery Laws");
- 8.1.3 it shall not violate or cause CBRE, Owner or a CBRE to violate the Bribery Laws;
- 8.2 Supplier represents, warrants and undertakes that neither it nor its subcontractors or affiliates, in connection with the Services, has made nor shall make any payment or transfer anything of value, offer, promise or give a

financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or employee or to any political party or candidate for public office or to any other person if to do so would violate or cause Owner or CBRE to be in violation of the Bribery Laws:

9. CONFIDENTIALITY

- 9.1 Except to the extent set out in this **Clause 9**, Supplier and CBRE shall treat as confidential all Confidential Information obtained from the other or the Owner, will protect such Confidential Information and will not, without the prior written consent of the other, disclose or use such Confidential Information except to the extent necessary for the proper performance of the Services in accordance with these Terms.
- 9.2 The obligations of confidentiality in this **Clause 9** shall not extend to any matter which the non disclosing Party can show is in or has become part of the public domain other than as a result of a breach of the obligations of confidentiality hereunder; or was in its written records prior to the Commencement Date; was independently disclosed to it by a third party; or is required to be disclosed under any applicable law, or by order of a court or governmental body or other competent authority (in which case Supplier shall notify CBRE at least five (5) days prior to such required disclosure, shall use all reasonable endeavours to prevent such disclosure and shall provide CBRE and/or Owner with all reasonable cooperation in relation to any lawful attempts by CBRE to limit or restrict such disclosure).
- 9.3 Supplier will not make any announcement or disclosure about its performance of the Services without CBRE's prior written consent and shall not use CBRE or Owner's name, logos or trademarks in promotional, marketing material, customer listings, testimonials or publicity releases, without CBRE's prior written consent.
- 9.4 On the date the Supplier's performance of the Services expires or is terminated, or at any time upon the request of CBRE, Supplier will at its expense promptly return to CBRE or (save to the extent automatically archived pursuant to standard IT protocols) destroy all Confidential Information of Owner and/or CBRE then in Supplier's custody, control or possession, and procure that this is done in relation to any such information in the custody, control or possession of its subcontractors.

10. FORCE MAJEURE

- 10.1 Neither Party shall be liable for any failure to perform or delay any of its obligations under these Terms due to circumstances beyond its reasonable control including fire, flood, acts of God, war, civil commotion, terrorism, strikes or other industrial disputes and acts of government.

11. DISPUTES

- 11.1 If there is any dispute between the Parties concerning the Services, the dispute shall be referred to the relevant managers of the Parties who shall use all reasonable endeavours to resolve the dispute themselves within five (5) working days of such escalation. If the managers are unable to resolve the dispute in that period, the dispute shall be referred to appropriate senior managers of the Parties who shall use all reasonable endeavours to resolve the dispute themselves within ten (10) working days of such escalation.
- 11.2 If the process set out **Clause 11.1** above fails to resolve the dispute and, unless the Parties agree in writing to

an alternative form of dispute resolution, the parties shall seek settlement of the dispute by mediation.

- 11.3 Neither Party shall be obliged to follow the procedures set out in **Clauses 11.1** and **11.2** above where that Party makes a timely application for injunctive relief against the other.

12. HUMAN RIGHTS

- 12.1 Supplier represents and warrants that it conducts its operations in a manner that is consistent with the responsibilities contained in the United Nations Universal Declaration of Human Rights.
- 12.2 Should Supplier learn or have reason to know of any action taken by it that may cause a violation of human rights or that may be inconsistent with the United Nations Universal Declaration of Human Rights, it shall immediately disclose the same to CBRE in writing.

13. MISCELLANEOUS

- 13.1 If at any time any one or more of the terms (or any part of any term) of these Terms is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from these Terms and the validity and/or enforceability of the remaining terms (or parts of such terms) shall not in any way be affected or impaired as a result of that omission.
- 13.2 These Terms, together with the contents of any Purchase Order or other written instruction issued by CBRE to Supplier constitute the entire agreement between the Parties with respect to the Services.
- 13.3 In performing the Services, Supplier shall operate as, and have the status of, an independent contractor. Nothing in these Terms shall create, or be deemed to create (i) a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties; or (ii) an employment relationship between the Owner, or any member of the Owner Group, and Supplier or the Personnel.
- 13.4 Failure of CBRE at any time to require performance by Supplier of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by CBRE of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.
- 13.5 These Terms shall be governed by and interpreted in accordance with the laws of England and Wales.