

CBRE CORPORATE SERVICES**TERMS AND CONDITIONS****OF PURCHASE (“TERMS AND CONDITIONS”)****BACKGROUND**

These Terms and Conditions apply when referenced by CBRE’s Purchase Order (as defined below).

OPERATIVE TERMS**1 Interpretation****1.1 Definitions**

In this Agreement and each Purchase Order, unless the context requires otherwise:

Affiliate means any legal entity that, directly or indirectly, (i) is owned and/or controlled by, (ii) owns and/or controls, or (iii) is under common ownership and/or control with, a party.

Applicable Laws means all applicable laws (including the common law), statutes, ordinances, rules, codes, and regulations governing Supplier, and the Goods or Services, including those of applicable regulatory bodies, governmental agencies, tribunals, instrumentalities, or any subdivisions thereof or other applicable entities exercising executive, legislative, judicial, taxing, regulatory or administrative powers of or pertaining to government including, without limitation, import and export control laws, anti-corruption laws, employment laws and any other applicable laws

CBRE means CBRE Pty Ltd or any applicable CBRE affiliate identified in the PO.

CBRE Indemnified Parties means (i) CBRE and its officers, directors, shareholders, employees, agents, representatives, subsidiaries, Affiliates, successors, and assigns, and (ii) any person or entity that CBRE is required to defend, indemnify, and hold harmless in connection with Service Provider’s performance of the Services.

on terms which reflect the agreed template client contract contained in Schedule 1;

Client means the entity that engages CBRE to provide services under a separate agreement.

Client Data means all data and information, in any form, provided or made available to the Supplier by or on behalf of CBRE or its Affiliates and /or a Client or its Affiliates or otherwise obtained or created by the Service Provider for or on behalf of CBRE or its Affiliates and/or the Client or its Affiliates, including:

- (i) all data and information obtained, developed or produced by the Service Provider specifically for the benefit of CBRE and/or the Client in connection with this Agreement;
- (ii) all Client data and information to which the Service Provider has access in connection with this Agreement;
- (iii) all reports provided to CBRE or the Client by the Supplier pursuant to this Agreement; and
- (iv) all data and information derived from Client Data and information provided or made available to the Supplier by or on behalf of the Client or its Affiliates.

Confidential Information means any information of CBRE or the Client that is not generally known to the public and at the time of disclosure is identified, or would reasonably be understood by the Supplier, to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the Supplier (or its subcontractors or agents) observes or learns in connection with the Purchase Order. Confidential Information includes, but is not limited to:

- (a) business plans, strategies, forecasts, projects and analyses;
- (b) financial information and fee structures;
- (c) business processes, methods and models;
- (d) employee and supplier information;

- (e) materials, product and service specifications;
- (f) manufacturing, purchasing, logistics, sales and marketing information; and
- (g) the PO and these Terms and Conditions;

Deliverable means any items supplied or to be supplied by the Supplier under this Agreement and in connection for the Purchase Order.

Goods means goods, material, equipment or other personal property provided as a deliverable under the Purchase Order.

Insolvency Event means the occurrence of any of the following:

- (a) Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts;
- (b) Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of Supplier;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or

the solvent reconstruction of Supplier;

- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Supplier (being a company);

- (e) the holder of a qualifying floating charge over the assets of Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

- (f) a person becomes entitled to appoint a receiver over all or any of the assets of Supplier or a receiver is appointed over all or any of the assets of Supplier;

- (g) a creditor or encumbrancer of Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Supplier's assets and such attachment or process is not discharged within 14 days; or

Party or **Parties** means, as applicable, either CBRE or Supplier or CBRE and Supplier collectively.

Personal Information has the meaning given in the *Privacy Act 1988 (Cth)* (Australia) or *Privacy Act 2020 (New Zealand)*.

Price means the price for providing the Goods or Services as stated in the Purchase Order.

Purchase Order or **PO** means the written order for Goods or Services from CBRE which incorporates by reference these Terms and Conditions.

Services means the service deliverables specified in the Purchase Order.

Supplier means the person(s) or legal entity providing the Goods or Services to CBRE under the Purchase Order.

Taxes means any and all sales, use, excise, value-added, goods and services, consumption, withholding and other similar taxes and duties that are imposed by Applicable Law in connection with provision of Goods or Services under the Purchase Order.

Terms means collectively these Terms and Conditions and any applicable Country Specific Provisions.

Permitted Purpose means a purpose for which it is necessary for the Supplier to collect, use, disclose, store or handle Personal Information to comply with its obligations under this Agreement.

Personnel means a party's officers, employees, agents and contractors, excluding Supplier and any of its Personnel in the case of CBRE.

State means a State or Territory in Australia or New Zealand.

1.2 Offer, Acceptance, Exclusive Terms, Country Specific Provisions

SIGNATURES ARE NOT REQUIRED. FORMAL ACCEPTANCE OF ANY PO AND/OR ITS SIGNATURE BY SUPPLIER IS HEREBY WAIVED BY THE PARTIES HERETO. ANY PERFORMANCE BY SUPPLIER PURSUANT TO THE PO SHALL BE DEEMED TO BE EVIDENCE OF SUPPLIER'S ACCEPTANCE OF ALL OF THE PROVISIONS HEREOF.

Any PO issued to Supplier by CBRE shall be subject to these Terms and Conditions to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Supplier purports to apply in any document whatsoever and whenever), except that any written agreement signed by the Parties (e.g. Master Service Agreement, Service Agreement, Supplier Agreement, and any Exhibits, Addenda or Schedules incorporated as part of the Agreement) will apply and govern the PO transaction. Any change, modification or alteration of these Terms and Conditions and any representations about the Goods or Services shall have no effect unless expressly

agreed in writing and signed by an authorized signatory of CBRE.

The Terms and Conditions of each PO include (and where indicated, are superseded by) the Country Specific Provisions for the country from which the PO is issued and/or the country in which Supplier is located, as indicated in the PO.

2 Service and Delivery

2.1 Delivery

- (a) Time is of the essence with respect to the performance of any PO issued by CBRE to Supplier. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the location specified on the face of the applicable PO. CBRE reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the PO shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the PO, Supplier shall use the least expensive carrier reasonably available.
- (b) In the event Supplier fails to deliver the Goods within the time specified, CBRE may, at its option, decline to accept the Goods and terminate the PO.
- (c) Supplier shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing the contents. CBRE's PO number, must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

2.2 Risk of Loss & Destruction of Goods

- (a) Supplier assumes all risk of loss until accepted by CBRE. Title to the Goods shall pass to CBRE upon its receipt and acceptance of the Goods at the

designated destination. If the Goods ordered are damaged or destroyed prior to title passing to CBRE, CBRE may, at its option, either cancel the PO or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, CBRE shall have the right to require delivery of the Goods not destroyed

3 Term of Purchaser Order

- (a) Subject to CBRE's termination rights, the term of the PO shall expire on the latest of:
 - (i) the date of completion of the Services;
 - (ii) delivery and acceptance of the Goods;
 - (iii) one year from the date the PO is transmitted to Supplier; or
 - (iv) if an expiration date is stated in the PO, until that date.

4 Invoicing and Payment

4.1 Invoicing and Pricing

- (a) All invoices from Supplier must reference the PO number and in all respects comply with all of the terms of the PO. The total invoice price shall also include, as a separate line item, all Taxes. CBRE is not responsible for any business activity taxes, payroll taxes or taxes on Supplier's income or assets. Supplier acknowledges and agrees that invoices for Goods or Services rendered pursuant to the PO must be received by CBRE no later than sixty (60) days after the date such Goods or Services are provided. Any invoices received by CBRE relating to Goods or Services provided more than sixty (60) days after the date such Goods or Services were provided shall not be due or payable by CBRE. For valuable consideration, the receipt of which is acknowledged by Supplier, Supplier agrees that failure by Supplier to invoice

for Goods or Services within the foregoing sixty (60) day period, shall constitute a full and complete release of any claims by Supplier, whether legal or equitable, and Supplier waives its right to pursue any action, whether legal or equitable, and arising out of the PO, against CBRE or their respective officers, shareholders, directors, partners, employees or agents.

4.2 Payment

- (a) Unless different payment terms are stated in the PO, CBRE will pay proper invoices within sixty (60) days of an invoice receipt or under any payment terms stated in the applicable Country Specific Provisions, if any. CBRE may withhold payment pending receipt of evidence, in the form and detail requested by CBRE, of the absence of any liens, encumbrances, or claims on Goods or Services provided under the PO.

4.3 Changes

- (a) CBRE reserves the right to direct changes, or to cause Supplier to make changes, to the Goods or Services included under the PO. CBRE also reserves the right to otherwise change the scope of the work covered by the PO, including work with respect to such matters as inspection, testing or quality control. All changes must be documented in writing and Supplier will promptly implement any reasonable change requested by CBRE.
- (b) Supplier must request any equitable adjustment in price or time for performance resulting from the change, in writing within ten (10) days after receiving notice of the change from CBRE. Upon CBRE's request, Supplier shall provide additional documentation relating to any change in specifications, price or time for performance.

5 Supplier Warranties

5.1 Goods

- (a) Supplier warrants that:

- (i) all Goods provided will be new (and not used or refurbished), merchantable and fit for the use for which they are being provided by Supplier and will comply with all Applicable Laws.
 - (ii) it has obtained and maintained all licences, authorisations, consents, approval and permits required by applicable Laws for it to perform its obligations under this Agreement
 - (iii) all Goods provided will not infringe any third-party Intellectual Property rights. Further.
 - (iv) all Goods delivered shall be free from errors, faults or defects in materials, workmanship and functional design and shall conform to all applicable performance specifications for a period of twelve (12) months from the date of acceptance by CBRE or for the period provided in Supplier's standard warranty covering the Goods, whichever is longer.
 - (v) Supplier shall furnish to CBRE, Supplier's standard warranty and service guaranty applicable to the Goods.
- (b) All warranties and guaranties shall be for the benefit of both CBRE and as a third-party beneficiary and shall be registered in 's name with the manufacturer. If CBRE identifies a covered warranty condition applicable to the Goods during the warranty period, CBRE will promptly notify Supplier of such condition and if possible, will return the Goods to Supplier, at Supplier's expense. Within five (5) business days of receipt of notification of the covered warranty condition, Supplier shall, at CBRE's option, either repair or replace such Goods, or credit CBRE's account for the same. Replaced and repaired Goods shall be warranted for the remainder of

the warranty period or six (6) months, whichever is longer.

5.2 Services

- (a) Supplier represents and warrants that all Services shall be completed in a professional, workmanlike manner utilizing the degree of skill and care that is customary for professional providers of like services within the same industry as Supplier.
- (b) Further, Supplier represents and warrants that the Services shall be completed in accordance with the applicable drawings, plans, designs specifications and any other applicable requirements, including Applicable Laws and shall be correct and appropriate for the purposes contemplated in the PO.
- (c) Supplier further represents and warrants that the performance of Services under the PO will not conflict with, or be prohibited in any way by, any other agreement or Applicable Laws to or by which Supplier is bound.
- (d) In the event the Services do not conform to the foregoing standard of care (and in addition to all other of CBRE's rights, including a right to bring suit for damages), Supplier shall re-perform the Services which fail to conform to the foregoing standard of care, provided CBRE gives Supplier written notice of such nonconformance.

6 Compliance with Laws

6.1 Supplier Code of Conduct

- (a) Supplier, and any Goods or Services supplied by Supplier, will comply with all Applicable Laws. Supplier shall be solely responsible for the health and safety of its employees, agents and subcontractors while on the premises of CBRE.
- (b) All materials used by Supplier in the Goods or Services will satisfy current and applicable governmental and safety requirements governing restricted, toxic

and hazardous materials. CBRE has established a Supplier Code Conduct as described and accessible on the CBRE website at <http://www.cbre.com/suppliers> and Supplier, and Supplier's employees and contractors, shall abide by this policy.

- (c) The Service Provider shall provide a sufficient number of capable and competent Personnel having expertise suitable to their assignments and qualified to perform the Services safely, legally and efficiently in accordance with Service Provider's obligations hereunder.

6.2 Anti-Bribery & Corruption

- (a) In connection with performance of this Agreement, the parties each represent and warrant to the other party that they comply with, will comply with, and will not cause the other party to violate, all applicable laws related to anti-bribery or anti-corruption ("Anti-Corruption Laws"), including, but not limited to, the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1 et seq.), and the UK Bribery Act of 2010, and Australia's Modern Slavery Act 2018 (Cth).

6.3 Sanctions & Anti-Money Laundering

The Supplier represents and warrants that:

- (a) In connection with performance of this Agreement, the Supplier and its directors, officers, or employees comply with, will comply with, and will not cause CBRE to violate applicable laws related to the import and export of goods, technology and services, economic or financial sanctions, trade embargoes, or other restrictions on trade ("Sanctions & Trade Controls"), including, but not limited to, sanctions laws and regulations of the United States (as administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and U.S. Department of State), the U.S. Export Administration

Regulations (31 C.F.R. Parts 730-774), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), U.S. antiboycott regulations (as administered and enforced by the U.S. Department of Commerce's Office of Antiboycott Compliance and the U.S. Department of the Treasury's Internal Revenue Service), and sanctions laws and regulations of the United Kingdom (as administered and enforced by Her Majesty's Treasury), provided that the representations and warranties contained in this 6.3(a) are given only to the extent that they would not result in a violation of or conflict with Council Regulation (EC) No. 2271/96, as amended (or any law or regulation implementing such Regulation in any member state of the European Union or any equivalent law or regulation in the United Kingdom), the German Foreign Trade Act or any similar, applicable anti-boycott or blocking law or regulation;

- (b) In connection with performance of this Agreement, the Supplier and directors, officers, or employees comply with, will comply with, and will not cause CBRE to violate applicable laws related to money laundering, terrorist financing, or related financial recordkeeping and reporting requirements ("AML Laws"), including, but not limited to, the Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.), Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 et seq.), USA PATRIOT Act, EU Money Laundering Directives, UK Prevention of Terrorism Act 2005, UK Serious Organised Crime and Police Act 2005, UK Money Laundering Regulations 2003, UK Proceeds of Crime Act 2002, UK Anti-Terrorism, Crime and Security Act 2001 and Countering Financing of Terrorism Act 2009 .
- (c) neither the Supplier nor any of its directors, officers, or employees (i) is blocked, debarred, designated, excluded, sanctioned, or denied import or export privileges under applicable

Sanctions & Trade Controls and/or AML Laws; (ii) located in, resident in or organized under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions and Trade Controls at the date of the this Agreement, Crimea, Cuba, Iran, Syria or North Korea); or (iii) owned (with a 20% or greater interest) or controlled by any person identified in (i) (collectively, "Restricted Persons"); and

- (d) In connection with performance of this Agreement, the Supplier is not engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with Restricted Persons in violation of Applicable Law or provided that, if a person is considered a Restricted Person solely based on its inclusion in a relevant list, but its inclusion on that list is limited to a specific purpose or purposes, that person would be considered a Restricted Person only with respect to that specific purpose or purposes and not any other purpose or purposes.

Notice: If, at any time, the Supplier becomes aware that any of the representations set out in Clause 6.3 (b) (Sanctions & Anti-Money Laundering) are no longer accurate, the Supplier will notify CBRE immediately in writing

7 Audit

(a) Supplier shall retain and maintain accurate records and documents relating to performance of Services or provision of Goods until the longer of:

- (i) three (3) years after completion of the Services or delivery of Goods under the PO;
- (ii) three (3) years after the termination or expiration of a signed agreement which governs performance under the PO (such as a Master Service Agreement);
- (iii) the final resolution of all audits;

(iv) the conclusion of any litigation with respect to a signed agreement governing the PO, if any (such as a Master Service Agreement); or

(v) a longer period if required by Applicable Law.

- (b) CBRE and/or an auditor designated by CBRE will have the right, at all reasonable times, and with not less than seven (7) business days prior notice to Supplier, to conduct financial, operational and technical audits of Supplier and its subcontractors to verify compliance with the terms and conditions of this PO, the accuracy of the charges invoiced by Supplier (and its subcontractors) and Supplier's performance of the Services or provision of Goods. Supplier shall provide access to Supplier's books and records relating to the Goods or Services and such cooperation and assistance as may be reasonably requested by CBRE or any auditor in connection with any audit required herein. Supplier shall promptly remedy any deficiencies revealed by any such audit without charge to CBRE. Any amounts determined to have been charged by Supplier incorrectly or for non-conforming Goods or Services shall be refunded by Supplier immediately without additional cost to CBRE.

(c) This Section shall survive the expiration or termination of this PO or any such other written agreement (such as a Master Service Agreement).

8 Supplier's Indemnity

To the fullest extent permitted by law, Supplier will defend, indemnify and hold harmless CBRE and the CBRE Indemnified Parties, against all damages (including, without limitation, direct, special and consequential damages), losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from:

- (a) any failure to provide the Goods or Services;
- (b) any negligent act, error or omission or misconduct of Supplier or Supplier's employees, agents or subcontractors;
- (c) any personal injuries, including death, or damages to the property of CBRE, their respective agents, or any third party;
- (d) a claim by any person that any of the Deliverables or the Services, or a combination of both, infringes their Intellectual Property Rights;
- (e) any breach of a duty of confidence owed under this Agreement or at Law; or
- (f) any breach or failure by Supplier to comply with any of Supplier's representations, warranties or other terms and conditions of a PO (including any part of these Terms and Conditions).

The foregoing indemnity obligations of Supplier shall apply except to the extent arising from CBRE's sole or gross negligence.

9 Remedies

The rights and remedies reserved to CBRE in the PO will be cumulative with and in addition to all other or legal or equitable remedies. In any action brought by CBRE to enforce Supplier's obligation to perform Services or provide Goods under the PO, the parties agree that CBRE does not have an adequate remedy at law and CBRE is entitled to specific performance of Supplier's obligations under the PO.

10 Insurance

- (a) The following minimum insurance coverage and limits are required. Where insurance coverage and/or limits are mandated by local law or statute, local requirements apply subject to the minimum limits stated below. All insurance policies must be issued on an occurrence form. The Supplier must effect and maintain insurance sufficient to cover its liabilities in connection with the Good

and Services including, at a minimum, the following insurance policies:

- (i) all necessary statutory workers' compensation insurance and other insurances required by Law;
- (ii) public and product liability insurance for an insured amount of not less than \$20m for each and every occurrence;
- (iii) professional indemnity (including errors and omissions) insurance for an insured amount of not less than \$10m per occurrence and in the annual aggregate; and
- (iv) Automobile Liability covering all autos of not less than \$2m (combined single limit covering property damage and bodily injury) used in connection with the work performed
- (v) cyber security insurance for an insured amount of not less than \$2m per occurrence and in the annual aggregate,

which shall not be construed in any way as a limitation of the Supplier's liability under this Agreement, including, without limitation, liability for claims denied or rejected by the Supplier's insurance company or the insurance companies of its agents or subcontractors.

- (b) The professional indemnity insurance must be maintained from the Commencement Date until the date which is six (6) years after the date on which the last of the Services was provided.
- (c) All other insurance policies must:
 - (i) be maintained from the Commencement Date until the date on which the last of the Services was provided;

- (ii) be primary and without any right of contribution by CBRE or any insurance effected by CBRE;
 - (iii) cover the Supplier and its Personnel;
- (d) The Supplier must, on CBRE's reasonable request, provide CBRE with satisfactory evidence of insurance from its insurers, certifying that it has the insurance required by this clause.

11 Set-Off Rights

In addition to any right of offset or recoupment provided by law, all amounts due to Supplier will be considered net of indebtedness of Supplier and its affiliates or subsidiaries to CBRE and its affiliates or subsidiaries. CBRE will have the right to set-off against or to recoup from any payment or other obligation owed to Supplier, in whole or in part, any amounts due to CBRE or its affiliates or subsidiaries from Supplier or its affiliates or subsidiaries. CBRE will provide Supplier with a statement describing any set-off or recoupment taken by CBRE.

12 Termination

12.1 Supplier Insolvency

- (a) A PO may be terminated immediately by CBRE without liability to Supplier if any Insolvency Event occurs. Supplier will reimburse CBRE for all costs incurred by CBRE in connection with any of the foregoing events, including without limitation attorneys' and other professional fees.

12.2 Termination for Breach or Non-performance

- (a) CBRE may terminate, without liability, all or any part of a PO, if Supplier:
 - (i) repudiates, breaches or threatens to breach any of the terms of the PO;
 - (ii) fails or threatens not to perform Services or provide Goods in connection with the PO;

- (iii) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or performance of Services or delivery of Goods and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from CBRE specifying the failure or breach; or

- (iv) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the performance of Services or provision of Goods or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Supplier. Supplier will notify CBRE within ten (10) days after entering into any negotiations that could lead to the situation specified in subsection (iv) above, provided that upon Supplier's request, CBRE will enter into an appropriate nondisclosure agreement related to information disclosed to CBRE in relation to such transaction.

12.3 Termination of Convenience

- (a) In addition to any other rights of CBRE to cancel or terminate a PO, CBRE may at its option immediately terminate all or any part of a PO at any time and for any reason, without liability, fee or penalty, by giving written notice to Supplier. Supplier shall be compensated only for the Goods delivered and accepted or Services satisfactorily performed up to the effective date of termination.

13 Confidentiality

- (a) Supplier acknowledges that Confidential Information may be received from CBRE or developed for CBRE under the PO regardless of whether such information is marked or identified as confidential.

- (b) Supplier shall use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from CBRE as Supplier uses with its own proprietary and confidential information that it does not wish to disclose, publish or disseminate, but in no event less than a reasonable degree of care. Supplier agrees to not to disclose or permit disclosure to others, or use for other than the purpose of the PO, any Confidential Information of CBRE .
 - (c) Following the expiration or termination of the PO, upon CBRE's request, Supplier will promptly deliver to CBRE any and all documents and other media, including all copies thereof and in whatever form, which contain or relate to the Confidential Information.
 - (d) Supplier's confidentiality obligations under the PO will continue for a period of five (5) years from the last date of disclosure of Confidential Information to Supplier, unless a longer period is specified in writing by CBRE.
 - (e) Confidential Information does not include information that:
 - (i) is already publicly known at the time of its disclosure by CBRE;
 - (ii) after disclosure by CBRE becomes publicly known through no fault of Supplier;
 - (iii) Supplier can establish by written documentation was properly in its possession prior to disclosure by CBRE or was independently developed by Supplier without use of or reference to the Confidential Information; or
 - (iv) is disclosed under legal process or other legal requirement provided Supplier agrees to cooperate in seeking reasonable protective arrangements requested by CBRE, and Supplier promptly notifies CBRE if it receives any subpoena or other legal process seeking disclosure of Confidential Information.
 - (f) Notwithstanding anything to the contrary contained herein, any confidentiality or non-disclosure agreement between the Parties that predates the PO will remain in effect except as expressly modified by the PO, and to the extent of a conflict between the terms of such an agreement and the PO, the more stringent terms will control.
 - (g) If CBRE determines, in good faith, that a breach or threatened breach of these confidentiality terms by Supplier would result in irreparable harm to CBRE, CBRE may proceed directly to court to obtain a temporary restraining order or other form of injunctive relief without bond (if permitted by law).
- #### **14 Privacy**
- (a) The Supplier will not use Personal Information, Client Data or Confidential Information for a purpose other than in the course of providing Goods & Services under this Agreement (without the prior written approval of CBRE).
 - (b) Without limiting clause 14(a), the Supplier will deal with Personal Information, Client Data and Confidential Information to the minimum extent necessary for the purpose of the Supplier's compliance with this Agreement.
 - (c) The Supplier will not disclose any Personal Information, Client Data or Confidential Information for a purpose other than a Permitted Purpose without the prior written approval of CBRE unless the disclosure is required by Law.
 - (d) The Supplier must:
 - (i) in relation to the Personal Information (including its use,

disclosure, collection, handling or storage) comply with all privacy laws;

- (ii) take all steps to protect all Personal Information and Confidential Information in its possession or control against misuse and loss and from unauthorised access, modification or disclosure;
 - (iii) only allow its Personnel to access any Personal Information and Confidential Information where necessary for a Permitted Purpose;
 - (iv) not transfer or disclose any Personal Information or Confidential Information outside the country the goods or services are to be delivered; and
 - (v) on the earlier of the expiry or termination of this Agreement or when requested by CBRE, and at the option of CBRE either:
 - return to CBRE copies of all Personal Information and Confidential Information in the possession or control of the Supplier; or
 - destroy or de-identify all Personal Information and Confidential Information in the possession or control of the Supplier.
- (e) The Supplier must:
- (i) ensure that its Personnel who collect, use, disclose, store or handle Personal Information and Confidential Information are aware of the Supplier's obligations under this Agreement in relation to such activities or practices; and
 - (ii) must immediately notify CBRE if the Supplier becomes aware of a

breach or possible breach of its obligations in relation to the collection, use, disclosure, storage or handling of Personal Information and Confidential Information under this Agreement.

15 Intellectual Property Rights

- (a) The Supplier assigns, and must ensure that each of its Personnel assigns, to CBRE all Intellectual Property Rights created in connection with the performance of the Services.
- (b) To the extent necessary to allow CBRE to receive the benefit of the Services and use, operate and maintain any Deliverable, the Supplier grants to CBRE a perpetual, non-exclusive, non-transferable, irrevocable (except upon material breach), royalty-free licence to use, reproduce and modify that Deliverable and to sublicense any third parties to do so on its behalf.
- (c) The Supplier agrees and must obtain all necessary consents from Service Provider Personnel, to any act or omission that might otherwise infringe an author's Moral Rights, including acts or omissions that occurred before or after the date of this Agreement. Where requested by CBRE, the Service Provider must promptly provide CBRE with evidence of the written consents required to be obtained under this clause 14.

16 No Publicity

Supplier will not advertise, publish or disclose to third parties (other than to Supplier's professional advisors on a need-to-know basis) in any manner the fact that Supplier has contracted to furnish CBRE the Goods or Services covered by the PO or the terms of the PO, or use any trademarks or trade names of CBRE in any press release, advertising or promotional materials, without first obtaining CBRE's written consent.

17 Independent Contractor

- (a) Nothing contained in the PO or these Terms and Conditions or in the relationship of Supplier and CBRE shall be deemed to constitute a partnership, joint venture, or any other relationship between Supplier and CBRE except for the independent contractor relationship described in these Terms and Conditions.
- (b) The PO does not grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other. Supplier's authority is limited solely to performing the Services or providing the Goods set forth in the PO in accordance with these Terms and Conditions.
- (c) Nothing in the PO or these Terms and Conditions or in any Supplier subcontract shall create any contractual relationship or liabilities between any employee, agent or subcontractor (or any employee or agent of subcontractor) of Supplier and CBRE.
- (d) The Supplier does not have any authority to execute any contracts or agreements for or on behalf of CBRE and is not granted any right or authority to assume or create any obligation or liability or to make any representation, covenant, agreement or warranty, express or implied, on CBRE's behalf or to bind CBRE in any manner.

18 Sub-contractor

The Supplier may not subcontract any of its obligations under this Agreement or any other Agreement without the prior written consent of CBRE.

19 Conflict of Interest

Supplier represents and warrants that its performance of the PO will not in any way conflict with any continuing interests or obligations of Supplier or its employees or subcontractors. Supplier further warrants that while the PO is in effect, Supplier and those of its employees and subcontractors

participating in the performance of the PO will refrain from any activities which could reasonably be expected to present a conflict of interest with respect to Supplier's relationship with CBRE or its performance of the PO.

20 Assignment

Supplier may not assign or delegate its rights or obligations under the PO without CBRE's prior written consent.

21 Limitation of Liability

CBRE INDEMNIFIED PARTY SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS PO. CBRE Indemnified Party's total liability for damages, or otherwise, resulting from its performance or non-performance under the PO or with regards to any other obligations/responsibilities herein shall not exceed the Price for the Goods or Services in such PO. CBRE shall have no liability to the Supplier (whether direct or indirect) for any loss of profit, loss of revenue, loss of production, loss of business, loss of goodwill, loss of reputation, loss of opportunity, loss of anticipated savings, loss of margin, lost or expended capital costs or unabsorbed overhead.

22 WHS Requirements

- (a) If the Supplier requires access to the premises of CBRE in connection with the supply or delivery of the Goods or Services, CBRE will, subject to its usual security requirements, permit the Supplier reasonable access to the premises at such times as may be reasonably necessary to enable the Supplier to supply or deliver the Goods or provide Services.
- (b) When the Supplier enters the premises of the Organisation, the Supplier must (and must ensure that its Personnel will):
 - (i) protect people and property;

- (ii) prevent nuisance and unnecessary noise and disturbance;
- (iii) act in a safe and lawful manner and comply with the safety standards and policies of CBRE (as notified to the Supplier);
- (iv) comply with any lawful directions of the CBRE or its Personnel; and
- (v) comply with the Occupational Health and Safety laws.

23 Force Majeure Events and suspension of Services

- (a) Neither party hereto shall be liable to the other party for any loss or damage arising out of a failure to perform their respective obligations under this Agreement if said failure to perform is caused by a Force Majeure Event.
- (b) A party seeking relief under this clause 20 shall immediately notify the other party in writing of the occurrence of the Force Majeure Event, the anticipated impact on the affected party's ability to perform its obligations under this Agreement, and the steps such party intends to take to remedy the Force Majeure Event.
- (c) Each party shall use commercially reasonable efforts to minimise the impact, losses, damages, and delay associated with a Force Majeure Event.
- (d) CBRE may direct in writing that the Supplier suspend, delay, or interrupt performance of all or any part of the Services and the associated payments for such period of time that CBRE determines to be appropriate or necessary.

24 General

24.1 Headings

The section headings appearing in these Terms and Conditions have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not

be deemed, to define, limit or extend the scope or intent of the respective provisions.

24.2 Counterparts

The PO and all documents relating hereto, whether previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, miniature photographic, digital storage or other similar process. The Parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a Party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction likewise shall be admissible in evidence.

24.3 Legal Fees

The parties agree that the prevailing party shall be entitled to all costs and expenses including, without limitation, court costs and reasonable attorneys' fees, in any action commenced to enforce the provisions herein.

24.4 Prevailing Language

In case of conflict between the English version and a locally translated version of this PO and its Terms and Conditions, the Parties acknowledge that the English version shall prevail.

24.5 Waiver

No term or provision of these Terms and Conditions shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other different or subsequent breach.

24.6 Severability

If any part, term, or provision of these Terms and Conditions is held by final judgment of any court of competent jurisdiction to be

illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the Parties shall be construed and enforced as if these Terms and Conditions did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

24.7 Survival

All obligations and duties under any provisions, which by their nature extend beyond the expiration or termination of any PO, including but not limited to warranties, indemnifications, intellectual property (including protection of proprietary information) shall survive the expiration or other termination of the PO of which these provisions are made a part.

24.8 Entire Agreement

Except as may be described elsewhere in these Terms and Conditions, the PO, together with the attachments, exhibits, supplements or other terms of CBRE specifically referenced therein, constitutes the entire agreement between Supplier and CBRE with respect to the matters contained in the PO. The PO may only be modified by a written amendment executed by authorized representatives of each Party or, for changes within the scope of these Terms and Conditions, by a purchase order amendment issued by CBRE.

24.9 Currency

Payment will be made in the currency expressly stated in the PO; if no such currency is noted, payment will be made in currency of the country in which the Services are provided or the Goods are delivered.

24.10 Order of Precedence

In the event of any conflict or ambiguity between (1) a PO, including these Terms and Conditions, (2) Master Service Agreement, Service Agreement or Supplier Agreement, and (3) and any Exhibits, Addenda or Schedules incorporated as part of the Purchase Order, the following order of

precedence shall be applied to resolve such conflict or ambiguity:

- (a) The Master Service Agreement, Service Agreement, or Supplier Agreement and any Exhibits, Addenda or Schedules incorporated as part of the Agreement;
- (b) These Terms and Conditions;
- (c) The Purchase Order, excluding these Terms and Conditions; and
- (d) Any Exhibits, Addenda or Schedules incorporated as part of the Purchase Order Agreement (except when specifically constructed to take precedence over these Term and Conditions).

24.11 Governing Law

The PO is to be construed according to the laws of the jurisdiction stated in the applicable Country Specific Provisions. If no such jurisdiction is specified, the PO will be governed by the laws of the country in which the Services are performed or the Goods are delivered. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-law provisions that would require application of another choice of law, are excluded. If any dispute shall arise between Supplier and CBRE in connection with the PO, the Parties shall promptly attempt in good faith to settle the same by negotiation. If the Parties are unable to negotiate a satisfactory resolution, the Parties agree that the applicable courts located in country in which the Services are performed or the Goods are delivered shall have exclusive jurisdiction to hear and determine any claims or disputes between the Parties arising out of or related to the PO. The Parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and each Party hereby waives any objection or defence that it may have based upon lack of personal jurisdiction or improper venue.

