

## CBRE Purchase Order Terms for Goods, Services and Software

PLEASE READ CAREFULLY. SIGNATURES ARE NOT REQUIRED. SELLER'S EXECUTION IN WRITING OF THESE TERMS IS HEREBY WAIVED BY THE PARTIES TO THESE TERMS. SELLER'S ACCEPTANCE OF THESE TERMS IS PRESUMED, UNLESS SELLER COMMUNICATES EXCEPTIONS IN WRITING TO THESE TERMS WITHIN TEN (10) BUSINESS DAYS AFTER THE DATE OF THE PURCHASE ORDER; IN WHICH CASE, ANY CHANGES TO THESE TERMS MUST BE MUTUALLY AGREED UPON AND SET FORTH IN A WRITTEN DOCUMENT THAT REFERENCES THE PURCHASE ORDER AND IS SIGNED BY SELLER AND CBRE ("MODIFIED TERMS"). ABSENT MODIFIED TERMS, SELLER PROVIDING ANY OF THE GOODS, SERVICES AND/OR SOFTWARE REFERENCED IN THE PURCHASE ORDER SHALL HEREBY BE DEEMED TO EVIDENCE SELLER'S FULL ACCEPTANCE OF THESE TERMS. THESE TERMS APPLY TO THE EXCLUSION OF ALL OTHER TERMS THAT SELLER PURPORTS TO APPLY, INCLUDING, WITHOUT LIMITATION, ALL CONTRARY OR DIFFERENT TERMS IN ANY COMMUNICATION OR OTHER DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, THOSE CONTAINED IN ANY SELLER INVOICE, ORDER ACKNOWLEDGMENT, CLICK-WRAP, CLICK-THROUGH, SHRINKWRAP OR OTHER COMMUNICATION, (COLLECTIVELY, "SELLER'S TERMS"). SELLER'S TERMS ARE HERBY REJECTED.

### 1. Definitions.

In these Terms, the following words shall have the meanings set forth below:

- (a) "CBRE" means CBRE Limited.
- (b) "Deliverables" collectively means all information, materials, products, drawings, specifications, reports, proposals, and any other items (in any medium), as well as all ideas, designs, concepts, techniques, inventions, discoveries, improvements, software, documentation, original works of authorship and any other work products discovered, prepared or developed by or for Seller (including its employees, agents, subcontractors, suppliers, and/or licensors) for CBRE in connection with Services under the Purchase Order or in the course of or as a result of the Services performed or provided.
- (c) "Goods" means goods, material, documentation, equipment and/or any other item furnished by Seller to CBRE under this Purchase Order. Deliverables do not constitute Goods.
- (d) "Price" means the price for providing the Goods, Software, and/or Services as stated in the Purchase Order.
- (e) "Purchase Order" or "Order" means the written order from CBRE for Goods, Services, and/or Software. All references to Order or Purchase Order includes by reference these Terms.
- (f) "Services" means the services and Deliverables specified in the Purchase Order.
- (g) "Seller" means the person(s) or legal entity specified on the face of the Purchase Order to whom the Purchase Order is addressed that is providing the Goods, Services and/or Software to CBRE in accordance with, and subject to, the Order.
- (h) "Software" means any software in object and/or source code form (including all documentation pertaining to such software) listed in the Order, or identified in or associated with the Goods or Services described herein or in any attachment made part of these Terms by CBRE.
- (i) "Terms" means the provisions specified herein which govern the terms of the Purchase Order.

### 2. Goods, Software and Services.

Seller agrees to provide the Services, Goods and Software set forth in the Purchase Order in accordance with these Terms, including, without limitation, the scope of work and price specified in the Purchase Order, as well as any documents referenced therein by CBRE.

### 3. Delivery.

Time is of the essence with respect to the performance of any Purchase Order issued by CBRE to Seller. Delivery of Goods, Services and Software shall be made pursuant to the schedule, in quantities specified in the Order, via the carrier and to the location specified on the face of the Purchase Order. CBRE reserves the right

to return all Goods and Software received in advance of the delivery schedule, and to collect all shipping charges for returning such Goods and Software. If no delivery schedule is specified, the Purchase Order shall be filled promptly, and delivery will be made by the most expeditious form of land transportation. If no carrier or method of shipment is specified in the Purchase Order, Seller shall use the least expensive carrier and method of transportation reasonably available. CBRE hereby reserves the right to reschedule any delivery or cancel any Purchase Order issued at any time prior to shipment of the Goods or Software or prior to commencement of any Services. CBRE shall not be subject to any charges or other fees as a result of such cancellation or rescheduling.

In the event Seller fails to deliver the Services, Goods and/or Software within the time specified, CBRE may, at its option, decline to accept the Services, Goods and/or Software, and terminate the Purchase Order without any fault, liability or penalty to CBRE. Seller shall package all Goods, Software and Deliverables in suitable containers to permit safe transportation and handling. Each delivered container must be labelled and marked to identify contents without opening, and all boxes and packages must contain packing sheets listing the contents. The Purchase Order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading. Seller agrees to notify CBRE immediately if at any time it appears that the delivery schedule set forth in the Order may not be met and shall include a proposed new delivery date.

### 4. Risk of Loss & Destruction of Goods, Software, and Deliverables.

Seller assumes all risk of loss until accepted by CBRE. Title to the Goods and ordered copies of the Software shall pass to CBRE upon its receipt at the CBRE designated destination. If the Goods, Software or Deliverables ordered are damaged or destroyed prior to acceptance by CBRE, CBRE may at its option cancel the Purchase Order or require delivery of substitute Goods, Deliverables or Software of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods, Deliverables or Software is partial, CBRE shall have the right to require delivery of the Goods and Software not destroyed.

### 5. Over Shipments.

CBRE will pay only for quantities ordered. Over shipments will be held at Seller's risk and expense for a reasonable time awaiting shipping instructions. Return shipping charges for over shipped quantities will be at Seller's expense.

### 6. Payment.

As full consideration for the performance of the Services, delivery of the Goods and Software, and the assignment of rights to CBRE as provided herein, CBRE shall pay Seller the amount agreed upon and specified in the Purchase Order. Seller shall submit invoices to CBRE within thirty (30) days of delivery of the Goods and Software, or completion of the Services performed under, (whichever is applicable) the Purchase Order. All Seller invoices shall be in a form acceptable to CBRE and must contain, at a minimum, (i) Seller's name, complete remittance address information, taxpayer identification number and bank details; (ii) invoice date; (iii) Purchase Order number; (iv) as applicable, serial number, price and quantity of Goods and Software delivered or description of Services provided; (v) CBRE purchaser contact name and details; and (vi) such additional information as may be required by CBRE. Applicable taxes and other charges (such as shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges) shall be stated separately and itemised on Seller's invoice. All personal property taxes assessable upon the Goods, Software and/or Deliverables prior to receipt by CBRE shall be borne by Seller. Any undisputed sum due to Seller pursuant to the Purchase Order shall be payable within sixty (60) days of receipt by CBRE of an invoice meeting the requirements of this Clause 6, and CBRE reserves the right to reject all incorrect invoices without any payment obligation until Seller submits a correct invoice. Payment shall not constitute acceptance. Seller shall invoice CBRE only for all Goods and Software delivered, and all Services actually performed, in accordance with the Purchase Order.

### 7. Price.

Seller warrants that the price charged for the Goods, Software, and Services ordered herein are not less favorable than those currently extended by Seller to its other customers buying the same or similar goods or services in equal or smaller quantities. If, before delivery of

the Goods, Software or Services, Seller reduces the prices for like goods, software or services to one or more of its customers for similar services or quantities of goods or software, then the prices specified in the Purchase Order shall be likewise reduced, and Seller shall promptly grant, and CBRE shall receive, a corresponding price reduction or account credit for the amount of the price reduction for Services, and/or each unit of affected Goods or copy of affected Software obtained from Seller which is in CBRE's inventory on the effective date of the price reduction. No extra charges of any kind, including packing or cartage, will be allowed unless specifically agreed to by CBRE in writing and in advance. If price terms are omitted from the Order, then subject to this Clause 7, the price of the Goods, Software or Services (whichever is applicable) shall be the lower of: (a) the price last quoted by Seller; (b) the last price paid by CBRE to Seller for like goods, software or services; or (c) the prevailing market price at the time of shipment or performance of Services. In the event that Seller increases the price charged for the Goods, Software or Services ordered on any Order prior to the delivery of such Goods, Software or Services, Seller will honour the prices quoted on the Order or as provided in this Clause 7, as applicable.

#### **8. Changes.**

CBRE may at any time make changes in the delivery schedules, shipment methods, place of delivery, designs, quantities, and specifications for the Goods, Software and/or Services ordered hereunder. CBRE may terminate this Order in whole or in part at any time and for any reason upon written notice to Seller, and Seller shall immediately stop work and terminate all orders and subcontracts to the extent that they relate to the terminated work upon receipt of such notice. There shall be no charges for cancelling orders for standard items (i.e., Goods or Software that have been or are available to other customers). If any change, as described in this Clause 8, causes an increase in the cost of, or decrease in the time required for performance of, this Order, the sole and exclusive remedy for Seller will be, as applicable: (i) the direct costs of cancelled, unique, work in progress; (ii) the direct costs incurred by Seller's suppliers solely for the production of cancelled work, providing that such work cannot be diverted to other customers of Seller's suppliers; or (iii) a reasonable adjustment to the delivery schedule, and the Order shall be modified in writing accordingly. No claim by Seller for any adjustment hereunder shall be valid unless asserted within fifteen (15) days from the date of receipt by Seller of the notification of change, provided that such period may be extended upon the written approval of CBRE. However, nothing in this Clause 8 shall excuse Seller from proceeding with the Order as changed or amended. Excluding Deliverables, Seller shall use best endeavours to place such cancelled work in progress, as described in this Clause 8, into inventory and sell it to other customers. In no event shall any claim for nonstandard items (i.e., Goods or Software only made available to CBRE) exceed the total price quoted for the items cancelled. Upon payment of Seller's claim, CBRE shall be entitled to all work product and materials paid for. CBRE shall have the right to inspect Seller's records of work in progress and to audit all relevant documents prior to paying Seller's claim.

#### **9. Warranties.**

Seller represents, warrants and covenants that: (a) the Goods, Deliverables and Software shall be new and free from defects in workmanship, material, manufacture, and design, and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) the Goods, Services and Software conform to specifications, any statements in documentation and packaging, and any approved samples; (c) the Goods, Deliverables and Software are merchantable, fit for the particular purpose and sufficient for the use intended by CBRE; (d) the purchase, sale, performance or license of the Goods, Services and Software shall in no way infringe or misappropriate or otherwise violate any copyright, trade mark, patent or other proprietary right of any third party; (e) the Goods, Software, and Deliverables are free from any programming errors; and (f) the Goods, Software and Services do not contain or transmit any malicious or disabling code, program or other internal component (e.g. computer virus, Trojan Horse, computer worm, computer time bomb, backdoors or similar component designed to permit Seller or any other party to shut down or interfere with the operation of the Goods, Deliverables or Software), which could damage, destroy or alter any software, hardware, systems or data which could, in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed by the Software, Goods, or Services in any manner; (g) all Services shall be

completed in a professional, workmanlike manner utilising the degree of skill and care that is customary for professional providers of like services within the same industry as Seller; (h) the Services shall be completed in accordance with the applicable drawings, plans, designs, laws, regulations, specifications and any other applicable requirements and shall be correct and appropriate for the purposes contemplated by CBRE; and (i) Seller's provision of Goods, Software and/or Deliverables will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound. In the event the Services do not conform to the foregoing standard of care during the course of the Services (and in addition to all other CBRE rights, including a right to claim for damages), Seller shall re-perform the Services which fail to conform to the foregoing standard of care, provided CBRE gives Seller written notice of such non-conformance. If CBRE identifies a covered warranty condition with the Goods or Software during the warranty period, CBRE will notify Seller of such condition and will return the affected Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods or within (1) business day of being informed of a covered Software warranty condition, as the case may be, Seller shall, at CBRE's option, either repair or replace such Goods, or credit CBRE's account for the same. Replacement and repaired Goods and Software shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer. Seller agrees to defend, indemnify, and hold harmless CBRE against all liability, costs, expenses, fees, damages and judgments occasioned by or resulting from breach of any of the foregoing warranties, representations and covenants contained in this Clause 9.

#### **10. Rights in Software.**

Seller grants to CBRE an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to install and use copies of the Software for the business purposes of CBRE (including its affiliates) and in the provision of services to CBRE's clients (the "**License**"). The License is unrestricted in: (i) models or capacity of processors using the Software, and (ii) the names or number of individuals who may use the Software. CBRE shall be entitled to host and/or support data of its clients using the Software (and any associated Goods or Services, as applicable). CBRE shall be entitled to use the Software (and any associated Goods or Services, as applicable) on its own behalf or on behalf of clients: (i) on its own premises and equipment; (ii) on client premises and equipment; or (iii) in a third party owned data centre for the sole purpose of operating the Software in accordance with these Terms.

#### **11. Inspection.**

CBRE shall have a reasonable time after receipt of Goods, Software or Deliverables, and before payment, to inspect them for conformity with these Terms. Goods, Software and Deliverables received prior to inspection shall not be deemed accepted until CBRE has determined whether the Goods, Software and Deliverables conform to the agreed specifications. If Goods, Software or Deliverables tendered do not wholly conform to the provisions of these Terms, CBRE shall have the right to reject such Goods, Software and Deliverables. Goods, Software and Deliverables which do not conform to these Terms will be returned to Seller's freight collect, and the risk of loss will pass to Seller upon CBRE's delivery to a common carrier. No acceptance by CBRE shall be effective with respect to latent defects. The process of inspection shall not be deemed to constitute acceptance of the Goods, Software or Deliverables, nor shall it be deemed a waiver of any of CBRE's rights and remedies under these Terms. Failure to inspect the Goods, Software or Deliverables or review performance of Services shall not be deemed to constitute: (a) acceptance of any defective or non-conforming Goods, Deliverables or Services; or (b) a waiver of any of CBRE's rights or remedies arising by virtue of any defect or non-conformance with these Terms.

#### **12. Independent Contractor.**

Nothing contained in the Purchase Order, these Terms, or in the relationship of Seller and CBRE shall be deemed to constitute a partnership, joint venture, or any other business relationship between Seller and CBRE except for the independent contractor relationship described in these Terms. Seller's authority is limited solely to performing the Services set forth in these Terms in accordance with the terms of the Purchase Order.

#### **13. Taxes.**

Seller shall pay any and all taxes and fees imposed by applicable law

in connection with the provision of the Services deliverable under the Purchase Order. Any applicable sales or use taxes due in connection with the performance of Services or sale of Goods or Software shall be the responsibility of Seller to collect from CBRE and remit to the appropriate tax authority. In the case of any Services, Seller is required to report all compensation received pursuant to this Order as income and Seller shall indemnify and hold harmless CBRE to the extent that any obligation is imposed on CBRE to pay withholding taxes or similar items, or resulting from such Seller being determined not to be an independent contractor. In the event CBRE is required by law or by any taxing authority to withhold or deduct taxes on payments to Seller, Seller will be paid net of such tax. CBRE will furnish Seller with appropriate evidence of tax imposed on such payments. CBRE and Seller agree to cooperate to minimize any applicable taxes, including reasonable cooperation in the case of any audit. This provision shall survive the expiration or termination of the Purchase Order.

#### **14. Insurance.**

Seller shall maintain in force at its own cost such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under these Terms, including but not limited to Public Liability Insurance and Product Liability Insurance.

On CBRE's request, Seller shall provide CBRE with copies of the insurance policy certificates and details of the cover provided. Seller shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under these Terms. Seller shall (a) do nothing to invalidate any insurance policy or to prejudice CBRE's entitlement under it, and (b) notify CBRE if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

#### **15. Indemnity.**

To the fullest extent permitted by law, Seller shall defend, indemnify, and hold harmless CBRE and its respective affiliates, directors officers, employees, agents, successors and assigns from and against any liabilities, damages, costs, expenses, suits, losses, claims, actions, fines and penalties (including, without limitation, court costs, reasonable legal fees and any other reasonable costs of litigation) (hereinafter collectively, the "**Claims**") that CBRE may suffer, sustain or incur arising out of or in connection with: (i) the negligent acts, errors or omissions, intentional misconduct or fraud of Seller, its employees, subcontractors, suppliers, licensors or agents, whether in the provision of Goods, Software, or Services, failure to provide any or all of the Goods, Software, Services or otherwise; (ii) damage to property, resulting from Seller's provision of the Goods, Software or Services, and/or from any failure of Goods, Software, or Services to conform to the warranties and representations contained herein; (iii) any breach by Seller of these Terms; (iv) assertions under workers' compensation or similar employee benefit acts by Seller or its employees, subcontractors, suppliers, licensors or agents, and/or any failure by Seller to pay any employment benefits and any taxes required of it of any nature whatsoever; (v) Seller's failure to comply with any law applicable to the Goods, Software, and/or Services; (vi) Claims by any Seller employee, subcontractor, supplier, licensor or agent; and/or (vii) any infringement and/or misappropriation or alleged infringement and/or misappropriation of any trade mark, patent, copyright or other proprietary right of any third party relating to the Goods, Software or Services performed under the Purchase Order. Nothing contained herein shall relieve Seller of any responsibility for Claims regardless of whether Seller is required to provide insurance covering such Claims.

#### **16. Confidentiality.**

Seller agrees that the Order (including these Terms, as well as the nature and pricing of the Services, Goods, and Software procured by CBRE from Seller hereunder), and all information, data and material disclosed by CBRE, as well as all information and materials that Seller develops under this Order in the context of rendering any Services (including, without limitation, Deliverables), constitutes "**Confidential Information**". Seller agrees to utilize Confidential Information only for the purpose of providing Goods, Software and Services to CBRE hereunder, and for no other purpose whatsoever. Seller shall not disclose to any person or entity (other than as necessary for Seller employees directly involved in Seller's provision of the Goods, Software, and Services) Confidential Information at any time, either during the term of the Purchase Order or at any time thereafter, without the express prior written agreement of CBRE. Seller acknowledges and agrees that, because it may be difficult to assess the damages incurred

by CBRE due to a breach of this Clause 16, CBRE shall have the right, in addition to any other legal and equitable remedies available, to injunctive relief to prevent any potential breach or further breach of this Clause 16. Seller shall not be liable for disclosure or use of any Confidential Information if: (i) it was in the public domain at the time of Seller's disclosure or use through no fault of Seller; (ii) it becomes known to Seller from a source other than CBRE without a breach of these Terms by Seller; (iii) it was independently developed by Seller without the benefit of the information received from CBRE; or (iv) it was disclosed as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided, where legally permitted, Seller agrees to cooperate with CBRE in seeking reasonable protective arrangements requested by CBRE and to promptly notify CBRE if Seller receives any such request for disclosure, and in any event will disclose only that portion of Confidential Information which it is legally required to disclose after consultation with and receipt of a formal opinion from Seller's counsel regarding the disclosure. Seller shall not use or display CBRE's name, logos or trademarks of CBRE without the prior written consent of CBRE. Seller, including its agents, licensors, suppliers and subcontractors, will not issue any press, media or publicity releases, or give statements to the media, identifying CBRE or relating to the Purchase Order, without the prior written consent of CBRE. Confidential Information supplied by CBRE is provided solely on an as-is basis without warranty of any kind, express or implied.

#### **17. Deliverables and CBRE Property.**

Deliverables shall be promptly disclosed and furnished to CBRE. All right, title and interest in and to the Deliverables hereby vest in CBRE. To the extent that such right, title and interest does not automatically vest in CBRE, Seller hereby assigns to CBRE all right, title and interest in and to the Deliverables, including, without limitation, rights to (i) copyrights in all copyrightable materials and (ii) in and to all patents that may be issued thereon. If the Deliverables include items previously developed or copyrighted by Seller or a third party (collectively, "**Preexisting Content**"), Seller hereby grants to CBRE an unrestricted, royalty-free, perpetual, irrevocable license to make, have made, reproduce, use, modify, distribute, prepare derivative works of, publicly perform and display, disclose and sublicense such Preexisting Content and derivatives for any lawful purpose.

Nothing herein shall be construed as granting any right or claim to Seller in any software, data, information or materials of CBRE ("**CBRE Property**") that is made available to Seller in connection with the Order other than a right to internally use such CBRE Property to the extent required for rendering Services under the Order; no license rights to CBRE Property will be implied. CBRE shall exclusively own all right, title and interest in and to CBRE Property, including, without limitation, any derivatives, improvements or modifications of CBRE Property created by either party under the Order, and Seller shall have no ownership interest therein. Seller shall ensure that CBRE Property is not disclosed, sold, assigned, leased or otherwise provided to or used by any third party. All CBRE Property is provided solely on an as-is basis without warranty of any kind, express or implied.

#### **18. Business Opportunities.**

CBRE and Seller shall discuss other potential business opportunities, but for the avoidance of doubt, neither party shall be obliged to enter into any further obligations or contractual relations other than as set forth in these Terms.

#### **19. Termination.**

CBRE may terminate the Purchase Order immediately upon written notice to Seller if Seller (i) fails to perform or otherwise breaches the Order, or (ii) files a petition in bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or if a receiver is appointed for Seller. In the event of termination due to (ii) above, CBRE shall pay Seller for those Services satisfactorily performed and those Goods and Software which comply with these Terms and which are delivered to CBRE until the date of termination, less appropriate offsets, including, without limitation, any additional costs to be incurred by CBRE in completing the Services or acquiring substitute goods or software.

CBRE may terminate the Purchase Order without cause upon thirty (30) days' written notice to Seller. Seller shall cease to provide Services, Goods and Software under the Purchase Order on the date of termination specified in such notice. In the event of such termination, CBRE shall be liable to Seller only for payment of those Services, Goods and Software provided to CBRE which comply with these Terms up to the effective date of termination, less appropriate offsets.

In the event CBRE's services have been terminated by a CBRE customer or CBRE's agreement with a CBRE customer expires, and either such customer or such customer's designee desires to continue performance of the Purchase Order and requires Seller to continue to perform the Services hereunder, CBRE will not be subject to any fee, liability or penalty, and CBRE shall have no responsibility to Seller whatsoever after the date upon which CBRE shall no longer provide services to this customer.

#### **20. Governing Law and Disputes.**

Each party irrevocably agrees that the Purchase Order shall be governed by the laws of England and Wales and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

#### **21. Force Majeure.**

Except as hereinafter provided in this provision, no delay or failure in performance by CBRE or Seller shall constitute a default under the Purchase Order if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially prevents performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Order. If the performance of the Order is delayed by reason of Force Majeure, Seller shall promptly notify CBRE of such condition. Once the Force Majeure event ceases, Seller shall resume performance of the Order as soon as possible. As used herein, "Force Majeure" means any event beyond the control of the Seller or CBRE claiming inability to perform its obligations and which such party is unable to prevent by the exercise of reasonable diligence, including, without limitation, acts of God; epidemic or pandemic; terrorist attack, civil commotion or riots, war, threat of or preparation for war; nuclear, chemical or biological contamination; law or any action taken by a government or public authority (including without limitation any local, national or international restrictions on travel); collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts.

#### **22. Limitation of Liability.**

**IN NO EVENT SHALL CBRE BE LIABLE TO SELLER FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSS OR DAMAGE, WHETHER BASED IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, WITH RESPECT TO THE PURCHASE ORDER. CBRE'S LIABILITY TO SELLER SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE PURCHASE PRICE PAID FOR THE GOODS, SERVICES OR SOFTWARE IN THE ORDER GIVING RISE TO THE CAUSE OF ACTION.**

#### **23. Assignment.**

Seller may not assign this Purchase Order or any of its rights or obligations hereunder, without the prior written consent of CBRE. Any assignment or transfer without such written consent is hereby deemed null and void. CBRE may, without the consent of Seller, and at the sole discretion of CBRE, freely assign its interest in this Purchase Order.

#### **24. Notices.**

Any and all notices, consents, demands, approvals, directives or other communications required or permitted under the Purchase Order shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to the address set forth in the Purchase Order. Either party may change its address set forth herein or on the face of the Purchase Order for the receipt of notice by giving written notice to the other party. The date of receipt shall be the date of such notice. In the event that such notice is refused, the date of such refusal shall be deemed to be the date of receipt hereunder.

#### **25. Survival of Obligations.**

Any rights, licenses, obligations and duties which by their nature extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

#### **26. Compliance with Laws.**

Seller represents, warrants and covenants that Seller possesses and shall maintain at its own expense all permits, licenses, approvals, registrations, consents and certificates and pay all fees required by law with respect to any Goods, Software or Services procured under the Purchase Order. Seller shall, in connection with performance, comply with all applicable laws, ordinances, rules, regulations, building codes,

court orders, and governmental or regulatory agency orders. CBRE may withhold payments under this Purchase Order and/or suspend or terminate this Purchase Order, without limiting any other right, without liability, and without notice or at any time upon learning information giving it a reasonable belief that Seller may have violated any part of this Clause 26.

In performance of Order, Seller agrees to: (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption; and (b) have and maintain in place throughout the term of this Purchase Order its own proportionate and effective anti-bribery compliance measures designed to ensure compliance with anti-bribery laws, including the monitoring of compliance and detection of violations.

To the extent Seller receives, transmits, stores or otherwise possesses any Personal Information on behalf of CBRE, Seller will comply with all legal requirements. "Personal Data" means any information provided by CBRE (including its affiliates and customers) or collected by Seller for CBRE or processed by Seller on behalf of CBRE which identifies an individual, or from which identification or contact information of an individual person can be derived. Personal Information can be in any media or format, including computerised or electronic records as well as paper-based files. All Personal Information is deemed to be CBRE's Confidential Information regardless of whether it satisfies that definition.

Seller will comply with all applicable export control and economic sanctions laws and regulations in the performance of this agreement. Prior to providing CBRE with any Goods, Software, Services or technical data subject to export controls, Seller shall provide written notice to CBRE specifying the nature of such controls.

#### **27. Miscellaneous.**

Headings. The clause headings appearing in these Terms 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 clauses.

Entire Agreement. The Purchase Order supersedes any and all prior and existing agreements between the parties, either oral or in writing, and contains all the covenants and agreements between the parties with respect to the subject matter of the Purchase Order. Any amendment or modification to the Purchase Order must be made in writing and signed by Seller and CBRE.

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

Multiple Copies. The Purchase Order and these Terms may be reproduced in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

Severability. If any part, term, or provision of these Terms 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 the Purchase Order and these Terms did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

#### **28. Supplier Code of Conduct.**

CBRE is firmly committed to conducting business with the highest integrity and in compliance with the letter and spirit of the law. Seller is critical to CBRE's success, and in order for CBRE to provide superior services in a responsible manner, CBRE requires Seller to comply with this Supplier Code of Conduct (this "Code").

This Code sets forth CBRE's fundamental ethical and business conduct requirements for its suppliers. This Code is not intended to be an exhaustive list of all requirements to be followed by Seller, but is intended to be a high level overview of such requirements. All references in this Code to "Laws" means all applicable laws, regulations, directives, rules, decrees, and governmental orders.

Seller is also responsible for ensuring that Seller's employees, subcontractors, suppliers, licensors and agents comply with the requirements set forth in this Code. Seller will promptly notify CBRE in

writing of any known or suspected violation of this Code.

Seller must compete strictly on the basis of the merits of their products and services. Seller must never offer, promise, authorise, or provide, directly or indirectly, anything of value (including, without limitation, business gifts or courtesies) with the intent or effect of inducing anyone (including, without limitation, a CBRE customer, CBRE employee, or higher tier or sub-tier supplier) to forego their duties and provide unfair business advantage to CBRE, Seller, or others. Accordingly, Seller will, and will cause Seller's employees, subcontractors, suppliers, licensors and agents to, comply with all Laws relating to anti-corruption and anti-money laundering in all of the countries in which any affiliated business or associate of the Seller provides products or services, directly or indirectly, and any other countries in which Seller conducts business.

Seller must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of CBRE, Seller, or others. Accordingly, Seller must never rig bids, fix prices, or provide or exchange customers, CBRE's, Seller's, or others' competitively sensitive information (including, without limitation, price, cost, and technical data) with CBRE's competitors or competitors of Seller. Seller must also refrain from abusing their market power, whether for their benefit or for the benefit of others, by refusing to deal fairly, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a particular product or service with that of another product or service, or undertaking similar abusive tactics. Seller must not engage in other deceptive or unfair market practices, whether on behalf of CBRE, Seller, or others. Further, Seller must never make any misrepresentations relating to the products or services of CBRE, Seller or others. Similarly, Seller must never denigrate CBRE's competitors or Seller's competitors, or their products or services.

Seller must follow all applicable data protection, privacy and information security Laws in the countries in which it operates and be committed to respecting and protecting the privacy of individuals (including, without limitation, a CBRE customer, CBRE employee or other supplier). Seller may only collect personal information for business related purposes in connection with the specific services being provided to CBRE. Seller shall retain personal information only for as long as necessary to fulfill the business-related purposes in connection with the services being provided to CBRE. Seller may disclose personal information to third parties only as necessary to provide services to CBRE or as may be required by Laws and Seller shall take all appropriate actions to ensure that a third party protects personal information that CBRE discloses to it. Seller shall collect, use, maintain, disclose (internally and externally), and destroy personal information in a manner that limits the risk of loss, theft, misuse, or unauthorised access. Seller shall dispose of personal information upon the completion of services to CBRE or when no longer needed for the business-related purposes.

Seller must avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with CBRE. Seller must promptly report to CBRE any instances involving actual or apparent conflicts of interest between Seller's interest and those of CBRE, such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Seller shall not, without prior written notification thereof to CBRE, enter into any business relationship with any director, employee, or representative of CBRE that may create a conflict with their fiduciary obligations with, or the interests of, CBRE.

Seller must follow all applicable Laws in the countries in which it operates, and be committed to the value of, and respect for, all people. Seller is responsible for respecting human rights in its operations, and will comply with the standards set forth in the United Nations Universal Declaration of Human Rights. The standards set forth in this Code apply to all workers, including, without limitation, temporary, migrant, student, contract, direct employees, and any other type of agent, supplier, subcontractor, or licensor. The applicable labour standards are:

- (i) Seller will not engage in or condone the unlawful employment or exploitation of children in the workplace. Seller will be committed to combating the exploitation of children, and therefore prohibit any use of child labour with any vendor, supplier or other third party arrangements. Seller will work to raise awareness internally of such exploitation and cooperate with law enforcement

authorities to address any such instances of which Seller becomes aware.

- (ii) Seller will respect the free choice of all persons and strictly prohibit forced or compulsory labor. Seller will not do business with, tolerate, or associate with organizations or entities that condone or are engaged in the practice of coercing or imposing work with little or no freedom of choice. Seller will comply with the UN Guiding Principles on Business and Human Rights, and will work to raise awareness within Seller's employees, agents, subcontractors, suppliers and licensors of Seller's responsibility to protect human rights. Seller will cooperate with law enforcement to address such instances that come to the attention of Seller.
- (iii) Seller will strive to maintain an inclusive workplace free of harassment and discrimination based on a person's status such as race, colour, religion, national origin, gender, sexual orientation, gender identity, age, disability, veteran or military status or other characteristics protected by Law. Seller will ensure that it has requisite policies and practices in place to foster a harassment and retaliation free environment.
- (iv) Seller will be dedicated to providing a safe and secure workplace for all of its employees, and prevent accidents to employees, customers, and visitors. Seller's leadership will ensure compliance with this commitment in every location and facility in which Seller operates.
- (v) Seller will comply with all Laws dealing with the wages Seller pays its employees and the hours they work. As appropriate, Seller's policy will be further defined at the regional and country level to prevent the exploitation of the local workforce. Seller will be committed to being an ethical employer that strives to improve labour standards, respects its employees' contributions, and rewards them fairly.
- (vi) Seller will respect the rights of employees and comply with all Laws concerning freedom of association and collective bargaining.

Seller must comply with all health, safety, and security Laws of the jurisdictions in which it does business and limit worker exposure to potential safety hazards (including, without limitation, electrical sources, fire, heat, vehicles, and fall hazards) through proper design, engineering and administrative controls, preventive maintenance and safe work procedures. When necessary to safely perform a job, Supplier will provide workers at no cost and as appropriate the proper personal protective equipment and ensure proper maintenance of the equipment. Seller employees must be free to raise safety concerns without fear of retaliation in any form. Seller will record, track and report all occupational injuries and illnesses as required by applicable Laws and in a manner which will: (i) encourage worker reporting of job related injuries; (ii) classify and record cases of injury and work related illness; (iii) provide necessary medical treatment; and (iv) investigate and implement corrective actions to eliminate their causes.

Seller recognises that adverse effects on the community, environment and natural resources must be minimised to safeguard the health and safety of the public. To achieve this objective, Seller shall observe and comply with all applicable environmental Laws, including, without limitation, those which relate to (i) obtaining and maintaining required environmental permits, approvals and registrations, as well as complying with applicable operational and reporting requirements; (ii) the handling, removal, transportation and disposal of hazardous materials used by Seller; and (iii) monitoring, controlling, treating and sanitizing air emissions, waste water and solid wastes. Seller will seek opportunities that promote the efficient use of resources and energy, as well as clean and low energy solutions.

Seller shall not give to or receive from any director, employee, or representative of CBRE any gift, entertainment, or other favour of material value, or any commission, fee, or rebate, with the intent or effect of inducing anyone to forego their duties and provide unfair business advantage to CBRE, Seller, or others.

CBRE does not assume any duty to monitor or ensure compliance with this Code. Seller acknowledges and agrees that Seller is solely responsible for full compliance with this Code by Seller's employees, subcontractors, suppliers, licensors and agents. Seller will nonetheless

permit CBRE and/or its representatives to assess Seller's compliance with the expectations set forth in this Code when rendering services or furnishing products for CBRE. Such assessments may include, without limitation, on-site inspection of Seller facilities and review of related Seller information, including books, records, certifications, permits, and other documentation evidencing Seller's compliance with this Code. Seller will also fully cooperate with CBRE in such assessments, and Seller will promptly correct any non-conformances identified during such assessments.

In the event that this Code conflicts with any other terms of the Order or these Terms, and such other terms are more restrictive than this Code, the Seller must comply with the more restrictive terms.

Questions or concerns about this Code, including its application to specific circumstances in connection with Seller's performance of work for CBRE, or to report any suspected violations of this Code, Seller is directed to contact its CBRE representative.