

CBRE LIMITED (CANADA)
GLOBAL TERMS AND CONDITIONS
OF PURCHASE (“GLOBAL TERMS AND CONDITIONS”)

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

1. Definitions.

In these CBRE Global Terms and Conditions the following words shall have the following meanings:

- a. “Applicable Laws” means all applicable laws (including the common law), statutes, ordinances, rules, codes, and regulations governing Supplier, the Goods or Services and the Client, 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;
- b. “CBRE” means CBRE Limited;
- c. “Client” means the CBRE client that owns, leases or occupies the property or facility where the Goods will be used or the Services will be performed;
- d. “Confidential Information” means any information of CBRE or 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 PO. 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 Global Terms and Conditions;
- e. “Goods” means goods, material, equipment or other personal property provided as a deliverable under the Purchase Order;

- f. "Party" or "Parties" means, as applicable, either CBRE or Supplier or CBRE and Supplier together, as the context may require;
- g. "Price" means the price for providing the Goods or Services as stated in the Purchase Order;
- h. "Purchase Order" or "PO" means the written order for Goods or Services from CBRE which incorporates by reference these Global Terms and Conditions;
- i. "Services" means the service deliverables specified in the Purchase Order;
- j. "Supplier" means the person(s) or legal entity providing the Goods or Services to CBRE under the Purchase Order;
- k. "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 Laws in connection with provision of Goods or Services under the Purchase Order; and
- l. "Terms" means these Global Terms and Conditions.

2. Offer; Acceptance; Exclusive Terms. **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 Global 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 prior written agreement signed by the Parties (e.g. Master Service Agreement, Statement of Work, Service Agreement or Non-Disclosure Agreement) and specifically referenced by the PO will continue to apply and govern the PO transaction. Any change, modification or alteration of these Global 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.

3. Delivery. 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. 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. 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.

4. Risk of Loss & Destruction of Goods. 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.

5. Term of PO. Subject to CBRE's termination rights, the term of the PO shall expire on the latest of: the date of completion of the Services; delivery and acceptance of the Goods; one year from the date the PO is transmitted to Supplier; or, if an expiration date is stated in the PO, that stated date.

6. Invoicing and Pricing. 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 Client or their respective officers, shareholders, directors, partners, employees or agents.

7. Payment. Unless different payment terms are stated in the PO, CBRE will pay proper invoices that are not in dispute within sixty (60) days of invoice receipt. 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. Notwithstanding anything to the contrary contained herein, to the extent allowed by the

Applicable Laws, CBRE shall have no obligation to pay Supplier for the Goods or Services until CBRE has received payment from Client for such Goods or Services.

8. Changes. 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. 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.

9. Warranties.

a. Goods. Supplier warrants that 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. Further, Supplier warrants that 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. In addition, Supplier shall furnish to CBRE, Supplier's standard warranty and service guaranty applicable to the Goods. All warranties and guaranties shall be for the benefit of both CBRE and Client as a third party beneficiary and shall be registered in Client'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.

b. Services. 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. 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. 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. 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 non-conformance.

10. Compliance with Laws; CBRE Supplier Code of Conduct. 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 or Clients. 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 comply with the provisions of this policy.

11. Audit. Supplier shall retain and maintain accurate records and documents relating to performance of Services or provision of Goods until the longer of: (a) three (3) years after completion of the Services or delivery of Goods under the PO; (b) three (3) years after the termination or expiration of a signed agreement which governs performance under the PO (such as a Master Service Agreement); (c) the final resolution of all audits; (d) the conclusion of any litigation with respect to a signed agreement governing the PO, if any (such as a Master Service Agreement); or (e) a longer period if required by Applicable Laws. CBRE or Client and/or an auditor designated by CBRE or Client 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, Client 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 or Client. 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 or Client. This Section shall survive the expiration or termination of this PO or any such other written agreement (such as a Master Service Agreement).

12. Indemnification. To the fullest extent permitted by law, Supplier will defend, indemnify and hold harmless CBRE, Client(s) and all of their respective employees, agents, successors and assigns, against all damages (including, without limitation, direct, special and consequential damages), losses, claims, liabilities and expenses (including reasonable legal 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, Client, their respective agents, or any third party; or (d) 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 Global Terms and Conditions). The foregoing indemnity obligations of Supplier shall apply except to the extent arising from CBRE’s sole or gross negligence.

13. 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.

14. Insurance. The following minimum insurance coverage and limits are required to be maintained by Supplier. Where insurance coverage and/or limits are mandated by local law or statute, local requirements apply subject to the minimum limits stated below. The insurance coverage and amounts specified below shall not act as a limitation of any Supplier liability. All insurance policies must be issued on an occurrence form.

Type of Insurance	Minimum Limits
Commercial General Liability*, for bodily injury and property damage including contractual liability covering the indemnity obligations of Supplier.	\$1,000,000 Per Occurrence and Aggregate, Product and Completed Operations Aggregate, Personal & Advertising Injury
Automobile Liability* covering all autos used in connection with the work performed.	\$1,000,000 combined single limit covering property damage and bodily injury
Workers’ Compensation	In compliance with Applicable Laws

Employer's Liability*	\$1,000,000 each accident, each employee, each disease – policy limit
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** Individual limit requirements for Commercial General Liability, Automobile Liability, and Employer's Liability limits may be met with any combination of Primary policy limits and Umbrella/Excess Liability policy limits as determined to be appropriate by Supplier.*

15. Termination.

- a. Supplier Insolvency. A PO may be terminated immediately by CBRE without liability to Supplier if any of the following events occur: (a) Supplier becomes insolvent; (b) Supplier files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against Supplier; (d) a receiver or trustee is appointed for Supplier; (e) Supplier needs accommodations from CBRE, financial or otherwise, in order to meet its obligations under the PO; or (f) Supplier executes an assignment for the benefit of creditors. Supplier will reimburse CBRE for all costs incurred by CBRE in connection with any of the foregoing events, including without limitation legal and other professional fees.
- b. Termination for Breach or Nonperformance. 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.
- c. Termination for Convenience. In addition to any other rights of CBRE to cancel or terminate a PO, CBRE may at its option immediately or with such notice as it solely determines, 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.

16. Set-Off; Recoupment. 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.

17. Confidentiality. Supplier acknowledges that Confidential Information may be received from CBRE or Client or developed for CBRE or Client under the PO regardless of whether such information is marked or identified as confidential. Supplier shall use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from CBRE or Client 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 or Client. 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. 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. Confidential Information does not include information that: (a) is already publicly known at the time of its disclosure by CBRE; (b) after disclosure by CBRE becomes publicly known through no fault of Supplier; (c) 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 (d) 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. 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. 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, Client or the agreement between CBRE and

Client, CBRE may proceed directly to court to obtain a temporary restraining order or other form of injunctive relief without bond (if permitted by law).

18. 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.

19. Independent Contractor. Nothing contained in the PO or these Global 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 Global Terms and Conditions. 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 Global Terms and Conditions. Nothing in the PO or these Global 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 or Client. Further, 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.

20. 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.

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

22. Governing Law; Jurisdiction; Venue. The PO is to be construed and governed by the Applicable Laws of the Province of Ontario and Canada. 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 the jurisdiction in which the PO performance occurs 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 defense that it may have based upon lack of personal jurisdiction or improper venue.

23. Limitation of Liability. CBRE SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS PO. CBRE's total liability for damages, or otherwise, resulting from its performance or nonperformance 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.

24. Headings. The section headings appearing in these Global 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.

25. 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.

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

27. Language. The Parties declare that they have requested, and hereby confirm their request, that this Agreement be drafted in the English language. Les parties déclarent qu'elles ont exigé, et par les présentes, confirment leur demande, que ce contrat soit rédigé en anglais.

28. Waiver. No term or provision of these Global 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.

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

30. 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.

31. Entire Agreement; Modifications. Except as may be described elsewhere in these Global 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 Global Terms and Conditions, by a purchase order amendment issued by CBRE.

32. Currency. Unless otherwise expressly provided in the PO, all amounts specified herein are in Canadian Dollars and all payments herein will be made in Canadian Dollars.

33. Order of Precedence. In the event of any conflict or ambiguity between a PO, including these Global Terms and Conditions, 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. Any applicable Service Agreement or Master Service Agreement;
- b. These Global Terms and Conditions;
- c. The Purchase Order, excluding these Global Terms and Conditions; and
- d. Any Exhibits, Addenda or Schedules incorporated as part of the Purchase Order (except when specifically constructed to take precedence over these Global Term and Conditions).

**Client Specific Conditions –
IO Property and Land Management Services Contract**

All provisions of these Client Specific Conditions are intended to supplement the provisions covering the same subject matter set forth in the Purchase Order terms and conditions, if any, to the extent not in conflict with such provisions. Notwithstanding, any language to the contrary contained in the Agreement, in the event of a conflict between the terms of these Client Specific Conditions with those terms covering the same subject matter in the body of the Agreement, the terms most favorable to CBRE and Client shall prevail.

A. Security Clearance.

1. Service Provider acknowledges that Client will conduct Security Clearance Checks (if applicable) on Service Provider, including its directors, officers, owners, partners, shareholders, Service Provider employees and any subcontractors (including their directors, officers, owners, partners, shareholders and employees who perform Services under this Agreement) (collectively referred to in this Section as “**Affected Parties**” and individually as an “**Affected Party**”), which Security Clearance Checks shall be performed by Client through the applicable governmental agency having cognizance over such matters. Accordingly, Service Provider shall require each Affected Party to undergo a Security Clearance Check. Service Provider further acknowledges that Security Clearance Checks must be completed prior to Service Provider commencing performances of any Services at an Client Property. Service Provider shall obtain:

- a. written consent to perform a Security Clearance Check, in the Link provided by CBRE or Client, from each Affected Party; and
- b. any other information that CBRE, in its sole and absolute discretion acting on the direction of Client, may deem necessary in order to conduct a Security Clearance Check on the Affected Parties.

Client will notify Service Provider if an Affected Party does not have an acceptable security clearance. Upon request by Client/CBRE, Service Provider will remove and replace any such Affected Party so that such Affected Party is no longer providing Services to CBRE at any Client Property listed in this Agreement or any Work Order/Purchase Order issued hereunder. Service Provider further acknowledges and agrees that CBRE shall be acting reasonably and consistent with applicable laws if CBRE requests the replacement of an Affected Party on whom the Security Clearance Check is determined not to be acceptable.

3. During the Term, Service Provider must ensure

- a. Security Clearance for any existing Affected Party(s) is current. and
- b. For any addition to the Affected Parties, Security Clearance request(s) and clearance must be received from the Client prior to engaging in any site work activity. Service Provider shall provide any such information in accordance with applicable provisions of this Section.

4. All administrative costs incurred by Service Provider in complying with the requirements of this Section shall be borne solely by Service Provider.

B. **Ontario Fair Wage Policy**. Service Provider covenants and agrees to comply with the requirements of the Ontario Fair Wage Policy, including the payment of Fair Wage labor rates and any holdbacks, in connection with the performance of Services under this Agreement.

C. **Conflict of Interest**. Service Provider and any of its Affiliate, subcontractors and their advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to a third party or CBRE where such activity or the provision of such services creates a Conflict of Interest (actual, perceived or potential in the reasonable opinion of CBRE or Client) with the provision of Services pursuant to the Agreement. Further, Service Provider acknowledges and agrees that a Conflict of Interest exists when Service Provider uses Confidential Information relevant to Services where CBRE has not specifically authorized such use.

Service Provider shall disclose to CBRE in writing and without delay any actual, perceived or potential situation that may be reasonably interpreted as a Conflict of Interest outlining the nature of the potential conflict and the proposed mitigation measures. Within ten (10) Business Days of receipt of such disclosure, CBRE shall provide its written response to Service Provider setting out its directions or instructions in respect of the Conflict of Interest. Service Provider shall adhere to any directions or instructions set out in CBRE's response. In response to the Conflict of Interest, CBRE shall have the right to impose further mitigation measures or conditions, remove Service Provider its Affiliate or any subcontractor(s) from the specific Services resulting in the Conflict of Interest or in the event that there are no mitigation measures that can remedy the Conflict of Interest, terminate this Agreement or the applicable Work Order/Purchase Order, as applicable.

D. **Audit**.

1. Service Provider shall keep proper books, accounts and records with respect to the performance of Services and any Work Order/Purchase Orders issued under this Agreement. Service Provider shall keep all such books, accounts and records separate and segregated from Service Provider's books, accounts and records for all other clients of Service Provider. All books and accounts maintained by Service Provider under this Agreement shall be kept in accordance with GAAP, as adapted by PSAB and consistently applied. Service Provider shall keep all such books, accounts, records, receipts, vouchers and computer financial systems (including computer disks, tapes and other repositories of data) and memoranda relating thereto for a period of seven (7) years following the termination or expiration of this Agreement. Service Provider shall not, without the prior written consent of CBRE, dispose of any such accounts, books, records, invoices, receipts, vouchers and computer financial systems until the expiration of seven (7) years following the termination or expiration of the Agreement, or until the settlement of all outstanding Claims, whichever is later. Upon the expiration of the later date, Service Provider shall shred all such books, accounts and records and erase same from their systems (including backup), except original and any other documents that CBRE requests to be returned to CBRE. Service Provider shall provide and utilize suitable financial systems and resources to enable Service Provider to effectively manage the Services, including comprehensive monitoring, controlling, billing, collection and reporting systems to demonstrate to CBRE that such systems and controls are in place.

2. **Service Provider's Financial Statements to be Audited**. If the annual revenue earned under this Agreement is over \$1,000,000, Service Provider agrees to arrange for a third-party external auditor to audit Service Provider's financial statements on an annual basis and

the costs of such audit shall be borne by Service Provider. Service Provider shall provide CBRE's Auditors with a true and complete copy of the audited Financial Statements if requested. Service Provider shall also provide to CBRE, at the same time that Service Provider provides a copy of the audited Service Provider financial statements, with true and complete copies of the following:

- a. the report of the external auditors provided to Service Provider with the audited financial statements;
- b. the management representation letter provided to the external auditors by Service Provider's President and Chief Financial Officer, for the purpose of their CEO/CFO certification, as part of the external audit;
- c. the Section 5970 opinion or AICPA SAS 70 report provided by the external auditors to Service Provider with respect to Service Provider's internal financial controls. The said opinion shall cover twelve (12) months but does not have to coincide with the Fiscal Year in respect of which the Service Provider's financial statements have been prepared;
- d. a certificate from Service Provider's external auditors certifying that all costs charged by Service Provider to CBRE under the Agreement have been charged in accordance with the terms of the Agreement; and
- e. a copy of the external auditors' cover letter provided to Service Provider detailing any suggested corrective action items.

3. CBRE's Right to Audit. Regardless of contract value, CBRE reserves the right, by itself, its internal auditor, any third party auditors retained by CBRE and/or the Client (hereinafter collectively referred to in this Section as the "Auditors"), to examine, inspect, audit and make copies of the books, receipts, vouchers, accounts, computer financial systems and records (including computer disks, tapes and other repositories of data) and memoranda of Service Provider related to the Agreement at any time during the Term and up to seven (7) years following the termination or expiration of the Agreement, for the purpose of determining Service Provider's compliance with the terms of the Agreement and the accuracy of any invoices submitted to CBRE in accordance with the Agreement. The Auditors shall be afforded access to all such materials and to Service Provider Employees during any such audit, as reasonably required by CBRE. Service Provider shall provide such access within the province of Ontario within five (5) Business Days of receiving written notice from CBRE. Service Provider shall fully co-operate with the Auditors to facilitate any inspection or audit undertaken by or on behalf of CBRE under this Agreement. Where required by CBRE, Service Provider shall provide explanations, comparative analysis and background and substantiating documentation in respect of the Services performed.

4. Access. Service Provider shall allow the Auditors, during normal business hours upon not less than five (5) Business Days' prior written notice, access to any of the facilities, premises, locations, equipment and systems (other than data centres, as to which access shall be provided in accordance with Service Provider's usual security policies), or other facilities, premises, locations, equipment and systems at or with which the Services are being performed. No notice to Service Provider is required for CBRE or the Auditors access to Client Properties where Services are performed.

5. Additional Rights. In addition to any other audit rights of CBRE, Service Provider acknowledges and agrees that the scope of any reviews and audits may include the audit, testing and inspection of:

- a. Service Provider's practices and procedures for delivery of Services;
- b. Service Provider's practices and procedures for the protection of Confidential Information;
- c. the procurement process undertaken by Service Provider as provided in and in accordance with the audit provisions of this Agreement;
- d. controls (including organizational controls, input/output controls, system modification controls, processing controls, system design controls, and logical and physical access controls);
- e. copies of all records, documents, quotations, agreements and evidence of payment of Service Provider Employees, suppliers and subcontractors involved in any way with Services provided by Service Provider under this Agreement; and
- f. business continuity plans.

Service Provider shall furnish CBRE with reasonable access and assistance for ascertaining that all aspects of Service are in accordance with the provisions of this Agreement. If CBRE's inspection reveals any deficiencies in any of the foregoing, Service Provider shall promptly address any such deficiencies that are identified by CBRE to Service Provider in accordance with the schedule prescribed by the Auditors.

6. Audit Costs.
 - a. Cost of the Auditors shall be borne by CBRE. Service Provider shall be liable for all costs incurred to facilitate any inspection or audit undertaken by or on behalf of CBRE at any time (including but not limited to costs associated with access, space to conduct the audit, photocopy charges and administrative support) as provided for in this Section,
 - b. In the event that an audit discloses any anomalies, CBRE shall have the right to conduct further investigation. In the event that such further investigation discloses any discrepancy in the amounts invoiced to CBRE from those paid or otherwise due, Service Provider shall promptly refund any overpayment and if the overpayment is in excess of the lesser of 10% of the amounts invoiced or Twenty-Five Thousand Dollars (\$25,000), Service Provider shall also reimburse CBRE for all costs (including all costs for the retention of the Auditors) associated with the investigation up to a maximum of One Hundred Thousand Dollars (\$100,000) provided that the foregoing limit shall not apply in the event of Service Provider's malfeasance.

E. **Confidential Information**

1. Confidentiality. Service Provider agrees to ensure that Service Provider, its partners, directors, officers, employees, agents and volunteers, shall both during and following the Term, maintain the confidentiality and security of all Confidential Information which is the property of IO, MGCS, CBRE or any Customer of Client that comes into the possession or under the control of Service Provider pursuant to this Agreement. Service Provider agrees that Service Provider, its partners, directors, employees, agents and volunteers, shall not directly or indirectly disclose or use, either during or following the Term, except where required by applicable Laws, any Confidential Information without first obtaining the written consent of CBRE for such disclosure or use.
 - a. Notwithstanding any use by Service Provider of any of Client's or CBRE's prescribed form of agreements, Service Provider shall ensure that all agreements between Service Provider and any subcontractors contain confidentiality provisions similar to that contained in this Section.
 - b. Upon request by CBRE or Client, Service Provider shall return all Confidential Information and ensure that all copies and any portions thereof are also returned with no copy kept by Service Provider or its subcontractors.
 - c. Service Provider will keep separate from all of its other records and databases all Confidential Information that is provided to it pursuant to this Agreement. Service Provider will not place or intermingle nor will it permit any person to place or intermingle any data or records in any form whatsoever with or into the same database as the Confidential Information. The Confidential Information will be kept by Service Provider in a physically secure location and Service Provider will ensure that access to such Confidential Information is restricted to Service Provider Personnel and subcontractors who have been specifically authorized to have such access. Service Provider will implement and maintain measures to ensure the security and integrity of the Confidential Information to protect it against loss, alteration, destruction, and access by unauthorized

persons, by selecting and maintaining the most appropriate products, tools and procedures.

- d. Notwithstanding that Service Provider may have instituted adequate and effective security measures, CBRE, at the direction of Client, reserves the right to require Service Provider to institute certain other security measures that in the opinion of CBRE and Client would be adequate and effective to ensure the security and integrity of the Confidential Information.
 - e. Service Provider agrees to be bound by the provisions of this Section where data containing Confidential Information is transferred outside of Ontario. Service Provider shall keep and maintain all Confidential Information within its custody and control. Service Provider shall, at all times, have and maintain in a proper place and appropriate data storage, back-up and redundancy arrangements to ensure that all Confidential Information may be accessed, converted, recovered and processed.
 - f. Service Provider acknowledges that any information or documents provided by it to Client may be released pursuant to the provisions of FIPPA (defined below). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documents.
2. Obligations of Service Provider with Respect to Information Security.

Without limiting any other obligations of Service Provider under the Agreement, Service Provider shall:

- a. store and protect the Confidential Information of Client, MGCS and CBRE from loss, theft, unauthorized access, copying, modification, use or disclosure during utilization, transmission and storage using technology, physical protection measures, processes and standards of practice that are consistent with the industry accepted leading practices used or observed by comparable suppliers of similar services in North America;
- b. have in place a written and comprehensive set of information security policy documents, which act as the rules and guidelines for dealing with the Confidential Information of Client, MGCS and CBRE that include appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of the Confidential Information, (ii) protect against any unanticipated threats or hazards to the security or integrity of the Confidential Information, (iii) protect against unauthorized access to or use of the Confidential Information, and (iv) properly dispose of the Confidential Information, when required;
- c. at CBRE's or Client request, make its information security policy documents available to CBRE or Client or otherwise as they may direct;
- d. promptly provide CBRE with written notice and information regarding any vulnerability, failure or potential failure of any security measures, any security breaches, compromises or any security incidents related to Confidential Information that may affect Client, MGCS, CBRE or any of Client's employees or customers; and

- e. plan, provide and execute periodic, regular audits of Service Provider's physical and procedural information security controls and promptly provide CBRE with written copies of the audit results.
3. Freedom of Information and Protection of Privacy Act.
- a. Service Provider acknowledges that Client is bound by the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F-31, as amended, ("**FIPPA**") and the regulations thereunder. Service Provider will respect the intent and spirit of FIPPA as amended from time to time, in the course of providing the Services pursuant to this Agreement.
 - b. Prior to commencing performance of the Services under this Agreement, Service Provider shall designate a person to be responsible for records management, access to information and protection of privacy matters.
 - c. Service Provider acknowledges and agree that all records as defined under FIPPA, that are created or maintained in the course of providing Services may become and remain the property of Client and that such records may or may be under Client's "control" within the meaning of Section 10(1) of FIPPA.
 - d. If a request is made to Service Provider under FIPPA for access to records, such request must be directed to CBRE and Client, together with copies of all responsive records in the custody or under the control of Service Provider, within five (5) Business Days of receipt of the request.
 - e. If a request is made to CBRE under FIPPA for access to records regarding the Services, Service Provider shall provide all responsive records in its custody or under its control to CBRE, within five (5) Business Days of being directed to do so by CBRE.
 - f. The cost associated with the search, preparation, processing and copying of records for disclosure shall be in accordance with FIPPA and its regulations, as amended.
 - g. CBRE cannot guarantee that the confidentiality of any information that is in the custody and control of Client will be preserved if a request is made under FIPPA. To the extent permitted under FIPPA, CBRE will endeavor to inform Service Provider of any request made to Client under FIPPA that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by Service Provider to Client or CBRE so that Service Provider will have an opportunity to make representations to the Information Privacy Commissioner of Ontario with respect to the proposed disclosure.
4. Exceptions to Disclosure Requirements. Service Provider shall not be liable for disclosure or use of any Confidential Information if: (i) it was in the public domain at the time it was disclosed or used through no fault of Service Provider; (ii) it becomes known to the Service Provider from a source other than CBRE or Client without a breach of this Agreement by Service Provider; (iii) it was independently developed by Service Provider without the benefit of the information received from CBRE or Client; or (iv) it was disclosed under legal process or other

legal requirement provided Service Provider agrees to cooperate in seeking reasonable protective arrangements requested by CBRE or Client, and to promptly notify CBRE and Client if Service Provider receives any subpoena or other legal process seeking disclosure of Confidential Information.

5. Use of Trademarks: Public Release: Uniforms. Service Provider shall not use or display CBRE's or Client's name or logo, and shall not utilize other trademarks or service marks of CBRE or Client, without such Party's prior written consent. Neither Service Provider nor its agents or subcontractors may issue any press, media or publicity releases or give statements to the media identifying CBRE or Client or relating to this Agreement or any Client Property without CBRE's prior written consent. Further, Service Provider shall not be permitted to display signs, photographs or advertisements featuring its name or logo on any Client Properties unless authorized to do so by CBRE. Service Provider agrees that, for any Service Provider Employee who are dedicated to providing Services at any particular Client Property, such Service Provider Employee shall not be entitled to wear or utilize any attire or uniforms, including hats, containing Service Provider's name or logo, so as to ensure an assimilation of the workforce at such Client Property and a seamless delivery of the Services at such Client Property.

F. Service Provider / Vendor Mileage Costs

All Service Providers must comply with the Province of Ontario, Management Board of Cabinet Travel, Meal and Hospitality Directive (TMHD) when determining its contract and ad-hoc rates. The TMHD may be found online at: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>

Any Service Provider claim for expenses that do not adhere to the current TMHD rate table, will not be approved/reimbursed by CBRE.