

CBRE GWS Standard Terms and Conditions for Maintenance Services

Definitions:

In these Conditions the following expressions have the following meaning:

Affiliate:	Any entity that directly or indirectly controls, is controlled by, or is under common control with another entity and for these purposes “control” means having beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and “controls” and “controlled” shall be construed accordingly.
Client:	The person who has engaged CBRE for the execution of the Main Contract Services.
Commencement Date:	The date stated as such in the Order.
Conditions:	These standard terms and conditions.
Confidential Information:	Any information which is not in the public domain or already prior to the commencement of the Main Contract in the possession of the Sub-Contractor, and which relates to CBRE’s or the Client’s (or their respective associated companies’) businesses, customers, financial, technical or other affairs of the business including, without limitation: <ul style="list-style-type: none"> (i) information relating to the marketing of goods or services including, without limitation, customer names and lists and other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports and surveys, and advertising or other promotional materials; (ii) information relating to future projects, business development or planning, commercial relationships and negotiations; and (iii) any unpatented, secret, substantial and identified know-how, expertise, technical or other information including, without limitation, all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, techniques and specifications.
Contract Period:	The period stated as such in the Order during which the Sub-Contractor will provide the Services.
Event of Force Majeure	Any act, event, circumstance or occurrence which is beyond the control of the party seeking to rely on the same to excuse performance and including (to the extent beyond the control of such party) war, riot, strike, lockout or other industrial action, fire, explosion, accident, flood, earthquake, sabotage or act of god, or inability to use the full capacity of facilities as a result of governmental entity action, power or materials necessary to perform its obligations under the Sub-Contract.
Intellectual Property Rights:	Any and all intellectual property rights, including without limitation patents, registered designs, trademarks and service marks (whether registered or not), copyright, database right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, software, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and applications for protection of any of the above rights and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Main Contract:	The contract between the Client and CBRE in relation to the Main Contract Services.
Main Contract Services:	The services carried out at the Site by CBRE under the Main Contract.
CBRE:	CBRE or any Affiliate which has issued the Order.
CBRE Contract Manager:	The person notified from time to time by CBRE to the Sub-Contractor as the CBRE representative managing this Sub-Contract.
CBRE Group Company:	any Affiliate of CBRE, from time to time.
CBRE Job Report Sheet:	A document available upon request which is to be completed following each visit should the Sub-Contractor not have a Service Report Sheet.
Order:	The order issued by CBRE setting out the particulars of the Services required to be performed by the Sub-Contractor and all other terms specific to the Services, and includes all documents referred to in it.
Regulations:	EC Directive no. 2001/23 dated 12 March 2001, (the Acquired Rights Directive), and domestic legislation implementing such directive into the national law of any country in the European Union or any similar legislation in any country outside the European Union and similar legislation in other relevant territories, each as amended from time to time.

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Replacement Contractor	Any person appointed by CBRE or the Client to provide services which are the same as or substantially similar to the Services or any relevant part of them following termination or the termination, amendment or reduction in scope of the Services or any part of them.
Services:	The services to be performed by the Sub-Contractor in accordance with the particulars set out in the Order.
Service Report Sheet:	A document which details the services carried out on each day a Sub-Contractor engineer is on Site which includes, but is not limited to, start time, completion time, Site name and address, areas of work, asset name/number, no. of engineers on Site, test results (where applicable), parts used, engineers and CBRE representative signature.
Site:	The actual place or places where the Services are to be performed by the Sub-Contractor.
Sub-Contract:	The agreement concluded between CBRE and the Sub-Contractor, comprising these Conditions and the Order.
Sub-Contractor:	The person to whom the Order is addressed.
Working Day:	A day other than a Saturday or Sunday or public holiday in the country where the Services are performed.

1. General

- 1.1. The headings of these Conditions shall not be deemed to be part of the Conditions or be taken into consideration in their construction or interpretation.
- 1.2. In these Conditions:
 - 1.2.1. words denoting any one gender include all genders and vice versa and the singular includes the plural and vice versa;
 - 1.2.2. references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
 - 1.2.3. a reference to a clause is a reference to a clause or sub-clause of these Conditions;
 - 1.2.4. reference to statutes or statutory provisions shall be construed to include references to those statutes or provisions as amended or re-enacted from time to time; and
 - 1.2.5. the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words.
- 1.3. In the event of any conflict whatsoever between these Conditions and any part(s) of the Order and associated documentation, the terms of these Conditions shall prevail.
- 1.4. Following the issuing of an Order, the Sub-Contract shall be formed as a binding contract that shall exist to supply the Services, on the earlier of the Sub-Contractor indicating its acceptance of the Order (e.g. by a written or oral order confirmation) or commencing performance of the Order. CBRE retains the right to cancel the Sub-Contract as long as the Sub-Contractor has not yet commenced the implementation of the Sub-Contract. For the avoidance of doubt unless otherwise agreed in writing, CBRE contracts only on these Conditions and any Sub-Contractor who makes offers to CBRE or accepts offers made or orders placed by CBRE (whether expressly or by performance) shall be deemed to accept these Conditions to the exclusion of all others including the Sub-Contractor's own business terms and conditions.

2. Appointment

- 2.1. Subject to and in accordance with the terms of this Sub-Contract, CBRE appoints the Sub-Contractor and the Sub-Contractor accepts the appointment as an independent contractor and agrees to provide the Services at the Site for the Contract Period. CBRE reserves the right to appoint other sub-contractors in respect of the Services and similar and/or related services. The Sub-Contractor shall for all purposes herein be deemed to be an independent contractor and shall unless otherwise expressly provided or authorised, have no authority to act for or represent CBRE in any way or otherwise be deemed an agent of the Company except as provided herein. Nothing in this Sub-Contract will be deemed to create a joint venture, partnership, agency or employee/employer relationship between CBRE and the Sub-Contractor's staff for any purpose. Nothing in the Sub-Contract will render the Sub-Contractor's staff an employee, director or partner of CBRE.

3. Main Contract

- 3.1. The Sub-Contractor shall be deemed to have full knowledge and understanding of the relevant contents and requirements of the Main Contract.
- 3.2. The Sub-Contractor shall perform the Services so that no act, error or omission on its part shall cause or contribute to any breach by CBRE of the Main Contract and the Sub-Contractor shall carry out the Services in accordance with all the requirements (including all timescales, specifications and service levels) of the Main Contract and shall (except to the extent provided otherwise in this Sub-Contract) assume all of CBRE's obligations and liabilities under the Main Contract in relation to the Services.

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- 3.3. The Sub-Contractor hereby acknowledges that a default, error, omission or breach of this Sub-Contract by the Sub-Contractor may result in liability for CBRE to third parties for damages, penalties, costs and expenses (including under the Main Contract and other contracts made by CBRE in connection therewith). All such liability is hereby agreed to be within the contemplation of the parties as recoverable losses of CBRE.

4. Price & Payment

- 4.1. The total price to be paid for the Services shall be the sum stated in the Order. Unless otherwise stated in the Order, the price will be:
- 4.1.1. a lump sum price for the performance of the Services in their entirety;
 - 4.1.2. fully fixed for the duration of this Sub-Contract;
 - 4.1.3. inclusive of all charges for packaging (and the return thereof), packing, shipping, carriage, insurance, delivery, off-loading to the Site, installation, testing and/or commissioning and any duties, imposts or levies other than value added tax;
 - 4.1.4. subject only to adjustment in respect of changes to the Services in accordance with clause 9; and
 - 4.1.5. exclusive of any VAT or other applicable tax (which shall be payable by CBRE subject to receipt of a VAT or relevant tax invoice).
- 4.2. The Sub-Contractor is deemed to have considered the details of the Order and inspected the Site and to have satisfied itself regarding any circumstances, conditions or restrictions which may affect the Services and failure to fully consider instructions or information in the Order or to inspect the Site or take due note of prevailing conditions will in no way permit the Sub-Contractor to refuse to perform the Services or claim for any additional costs or expenses whatsoever.
- 4.3. Subject to clause 4.4, the Sub-Contractor shall be entitled to invoice CBRE on or after the completion of the whole of the Services.
- 4.4. Notwithstanding clause 4.3, where the Order specifies that the Services shall be carried out in separate instalments, and subject to compliance by the Sub-Contractor with clauses 4.5 and 4.6 below, the Sub-Contractor shall be entitled to invoice either:
- 4.4.1. the amount specified in the Order for the relevant instalment; or
 - 4.4.2. if no such amount is specified, a pro-rata proportion of the Order price, following the completion of each instalment.
- 4.5. Where clause 4.4 applies, following the completion of each instalment the Sub-Contractor must issue Service Report Sheet(s) which are to be signed by and left with a CBRE representative on Site. In the event that the Sub-Contractor does not have an approved Service Report Sheet, it shall ensure its representative completes a CBRE Job Report Sheet which is available upon request. In the event that no CBRE representative is available on Site, the completed sheet is to be forwarded to the relevant CBRE office marked for the attention of the CBRE Contract Manager, within seven (7) days of the completion of the instalment. Test/conformity certificates are to be sent under separate cover to the relevant CBRE office marked for the attention of the relevant CBRE Contract Manager.
- 4.6. All invoices must clearly detail the Services carried out and if requested full substantiating documentation including, but not limited to, signed engineers report sheets, maintenance check sheets, any documentation required in accordance with clause 4.5 and any other documentation necessary to satisfy CBRE that the services invoiced have been carried out in accordance with this Sub-Contract shall be delivered to CBRE within five (5) Working Days of request by CBRE.
- 4.7. Each invoice issued under this Sub-Contract must be supplied in the format required by CBRE and will in any event contain the following information:
- 4.7.1. the number of the Order;
 - 4.7.2. the address of the Site to which the Services relate; and
 - 4.7.3. the period to which the invoice relates in the case of the Services being carried out in instalments.
- 4.8. Invoices must be presented to CBRE within thirty (30) days of the Services or each instalment of the Services being carried out. Any invoice received after sixty (60) days of the Services or any instalment of the Services being carried out will not be accepted by CBRE.
- 4.9. Unless otherwise stated in the Sub-Contract, CBRE shall pay correctly submitted invoices within sixty (60) days after the end of the month of receipt by CBRE of such invoice or, if later, after acceptance by CBRE of the Services to which the invoice relates.
- 4.10. CBRE shall be entitled to set off against sums payable by CBRE any sums payable to CBRE by the Sub-Contractor whether under this Sub-Contract or any other contract, order or arrangement between the parties, or otherwise payable as an outstanding debt to CBRE.
- 4.11. If CBRE fails to make any payment when due, the Sub-Contractor shall be entitled to be paid compensation and charge simple interest on the overdue amount at the applicable legal interest rate which shall accrue from day to day (both before and after any judgment) from the due date until payment in full is received by the Sub-Contractor.

5. The Sub-Contractor's General Obligations

- 5.1. Without affecting the general nature of clause 3, the Sub-Contractor shall provide the Services during the Contract Period: -
- 5.1.1. with reasonable skill, care and diligence;
 - 5.1.2. in accordance with the Order and the conditions of this Sub-Contract;

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- 5.1.3. in accordance with all instructions issued by CBRE; and
 - 5.1.4. in a timely and professional manner.
- 5.2. The Sub-Contractor shall use reasonable skill, care and diligence to ensure compliance with: -
- 5.2.1. all applicable laws and regulations, Site rules, safety and security procedures notified by CBRE or the Client and all health, safety and hygiene regulations required by law, or which otherwise form an industry standard (including, but not limited to, any applicable safety guidance and recommendations approved or published by any competent government or administrative authorities);
 - 5.2.2. any manufacturer's guarantees or recommendations; and
 - 5.2.3. any rules and regulations issued by the Client to CBRE governing the performance of the Main Contract Services at the Site.
- 5.3. The Sub-Contractor shall proceed regularly and diligently with the Services in accordance with this Sub-Contract so that the Services are completed by the end of the Contract Period and in accordance with any programme for service visits. The Sub-Contractor will maintain full co-operation with CBRE and other sub-contractors during the execution of the Services.
- 5.4. The Sub-Contractor shall ensure that its employees, agents and contractors are fully aware of all of the matters referred to in clause 5.2 and shall procure compliance by its employees, agents and contractors with all such rules, procedures and requirements.
- 5.5. Without affecting the generality of clause 5.2.1, the Sub-Contractor shall ensure that it holds and that all of its employees, agents and contractors hold all relevant licences, permits and authorisations to allow the lawful performance of the Services at all times. If difficulties arise due to the negligence of the Sub-Contractor in this respect, CBRE reserves the right to terminate with immediate effect the Sub-Contract and furthermore to recover the extra costs incurred and any fines from the Sub-Contractor.
- 5.6. The Sub-Contractor shall cause the minimum level of disruption reasonably possible in performing the Services and shall keep CBRE advised in good time of any significant disruption that may arise.
- 5.7. The Sub-Contractor shall have access only to such parts of the Site as are reasonably necessary for the purpose of providing the Services and shall ensure that its employees, agents and contractors do not enter other parts of the Site.

6. Commencement

- 6.1. The Services shall commence on the Commencement Date and shall continue for the Contract Period, subject to clauses 6.3 and 20.
- 6.2. Unless the Contract Period is extended in accordance with clause 6.3, the Sub-Contractor's commitments shall automatically terminate at the end of the Contract Period.
- 6.3. CBRE may extend the Contract Period by giving the Sub-Contractor written notice of its intention to do so at least 14 days prior to the end of the Contract Period.

7. Non-performance of the Services

- 7.1. As soon as it becomes apparent to the Sub-Contractor that the commencement, progress or completion of the Services is, or is likely to be delayed, the Sub-Contractor shall give written notice to CBRE of the cause or causes of the delay and the anticipated effect and length of the delay, together with an estimate of the expected delay, if any, in the completion of the Services.
- 7.2. Without affecting any other rights or remedies of CBRE, if the Sub-Contractor fails to provide the Services in accordance with this Sub-Contract, CBRE shall be entitled to:
 - 7.2.1. make such abatements from any sums due to the Sub-Contractor under this Sub-Contract as may reflect the level of any penalties, liquidated damages or other sums imposed on CBRE by the Client as a result of any failure to perform by the Sub-Contractor or, if no such penalties, liquidated damages or sums are specified in the Main Contract, as may reflect the reduced value of the Services provided by the Sub-Contractor at CBRE's reasonable discretion; and/or
 - 7.2.2. require the Sub-Contractor to re-perform or make all necessary corrections to the Services immediately, at the Sub-Contractor's cost.
- 7.3. All timescales and dates in the Sub-Contract or an Order must be met by the Sub-Contractor. Any failure to meet such timescales and dates shall be treated as a breach which cannot be remedied and shall entitle CBRE to terminate this Sub-Contract without affecting any other of CBRE's rights or remedies.

8. Equipment, Facilities and Resources

- 8.1. The Sub-Contractor shall, at his own expense, provide all equipment necessary for the proper execution of the Services and shall keep the Sub-Contractor's equipment in good repair and safe condition. CBRE shall not be required to provide any facilities, services, materials, equipment, tools or any other matter for the performance of the Services unless specifically agreed and set out in the Order.

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- 8.2. The Sub-Contractor shall provide all technical and human resources useful and/or necessary (at the Sub-Contractor's expense) to execute and complete the Services in accordance with any programme for service visits. Furthermore, the Sub-Contractor will comply with any requests from CBRE to record and demonstrate the progress of the Services to allow CBRE to continuously compare actual performance with the progress required to achieve the CBRE obligations under the Main Contract. The resources necessary to meet this requirement may include attending regular progress meetings and/ or the completion of a detailed Site log, the format of which is as determined by CBRE.
- 8.3. Representatives of CBRE and/or the Client may undertake unannounced inspections of the Services being performed and interview the Sub-Contractor's employees, agents and contractors on Site in order to monitor performance of the Services. Inspections do not release the Sub-Contractor from any liability and the Sub-Contractor cannot derive any rights from the results of an inspection or examination, or the continued omission thereof.
- 8.4. The parties shall throughout the performance of the Services meet with such frequency as is specified in the relevant Order or as may be reasonably required by CBRE, in order to monitor the progress of the Services, agree the effect of variations or deal with any other matters whatsoever arising under or in connection with this Sub-Contract.

9. Changes to the Services

- 9.1. No changes, variations, or extra services or work or supply of goods of any kind are to be carried out without prior written instruction from CBRE.
- 9.2. CBRE may request an addition to or omission from or other change in relation to the Services and the manner of their performance by issuing a written notice to the Sub-Contractor.
- 9.3. Within five (5) Working Days of receipt of such a written notice, the Sub-Contractor shall provide CBRE with: -
- 9.3.1. a reasonable estimate of the increase or reduction in the price stated in the Order, together with a reasonably detailed breakdown of the manner in which such estimate was calculated; and
- 9.3.2. if such change cannot reasonably be implemented immediately, the time which it reasonably requires to implement such change.
- 9.4. The Sub-Contractor shall promptly provide to CBRE all additional information that CBRE may request, including further estimates in respect of the matters set out in clauses 9.3.1 and 9.3.2, to assist CBRE in evaluating the benefit of any proposed change.
- 9.5. If CBRE wishes to proceed with a proposed change, CBRE will issue written confirmation signed by a manager or director of CBRE that the change is to be implemented. The Sub-Contractor shall then implement the proposed change and the price stated in the Order shall be adjusted in accordance with the agreed amount. This Sub-Contract shall continue unamended should CBRE elect not to proceed with any change.

10. Intellectual Property Rights

- 10.1. All Intellectual Property Rights in or arising out of any goods, materials, designs, drawing and specifications provided by CBRE in connection with this Sub-Contract shall remain at all times vested in, and the exclusive property of, CBRE. Where designs, products, or any developments (each being "Works") are specifically produced or developed by the Sub-Contractor for CBRE in connection with this Sub-Contract, all Intellectual Property Rights in such Works shall be the exclusive property of CBRE immediately upon creation.
- 10.2. The Sub-Contractor hereby assigns (or shall procure the assignment) to CBRE absolutely, with full title guarantee, all right, title and interest in any present and future Intellectual Property Rights in or arising out of any Works for the full term of such rights and all renewals and extensions, together with all rights of action and remedies in relation to infringements thereto and hereby waives or shall procure a waiver of all moral rights in such Works. The compensation for this assignment is considered to be included in the agreed total price of the Services performed by the Sub-Contractor per the Sub-Contract. At the request of and at no additional cost to CBRE, the Sub-Contractor shall promptly do all such further things and sign all documents or instruments necessary to vest all Intellectual Property Rights in or arising out of any Works in CBRE.
- 10.3. The Sub-Contractor shall indemnify and keep indemnified CBRE and its directors, officers, employees and agents from and against any and all damages (including legal fees and expenses) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Works by CBRE or the Client infringes the confidentiality or other Intellectual Property Rights of the said third party.
- 10.4. The parties agree that the Works (and all other things in which CBRE holds the Intellectual Property Rights pursuant to clause 10.1):
- 10.4.1. may only be used by the Sub-Contractor as necessary to perform this Sub-Contract; and
- 10.4.2. shall not be made available to any third party (other than the Client where required under the Main Contract) without CBRE's prior written consent.

11. Staff Transfers

- 11.1. The termination of this Sub-Contract or any part of it or the termination or amendment or reduction in scope of any of the Services or any part of them shall not, for the purposes of the Regulations, constitute a relevant transfer of any employees, agents or contractors of the Sub-Contractor. If, however, a contract of employment between the Sub-Contractor (or its contractor) and any person has effect, pursuant to the Regulations, as if originally made between CBRE or the Client or any Replacement Contractor and such person, or if a claim is made to such effect, CBRE or the Client or any Replacement Contractor may terminate such contract of employment. The Sub-Contractor shall indemnify and keep CBRE indemnified at all times from and against all claims, costs, (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by CBRE (or incurred by the Client or any Replacement Contractor for which CBRE is responsible or otherwise liable (whether directly or indirectly) in respect of the employment, and the termination of the employment, of any such employees and in respect of any claim arising out of the actual or alleged application of the Regulations to this Sub-Contract, its termination or any termination of the Services or any part of them or any amendment or reduction in scope of any of the Services.
- 11.2. Subject to obtaining the prior written consent of CBRE, a Replacement Contractor shall be entitled in his own right to benefit of and to enforce the provisions of clause 11.1.

12. Confidentiality

- 12.1. The Sub-Contractor shall not during or after termination of this Sub-Contract use (other than in the performance of this Sub-Contract) or disclose to any other person any Confidential Information of CBRE or the Client, except that any obligations contained in this clause shall not prevent any disclosure of: -
- 12.1.1. Confidential Information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange or disclosure to a party's professional advisors acting in their capacity as such; or
- 12.1.2. CBRE's Confidential Information where the Sub-Contractor has obtained the prior written consent of CBRE to such disclosure.
- 12.2. The Sub-Contractor acknowledges the importance of protecting the confidentiality of CBRE's and the Client's Confidential Information and shall ensure that all its employees, agents and contractors are aware of this and shall procure that they comply with confidentiality obligations equivalent to those of the Sub-Contractor in this Sub-Contract. The Sub-Contractor shall, if requested by CBRE, require all of its relevant employees, agents and contractors to enter into specific confidentiality agreements (which may be directly with CBRE, if so requested) protecting the Confidential Information of CBRE and the Client, in terms approved by CBRE and where the Sub-Contractor is a party to such agreements, shall take all steps necessary to enforce such agreements.
- 12.3. The Sub-Contractor shall not publicise or disclose the existence or content of this Sub-Contract, its relationship with CBRE, or CBRE's relationship with the Client, without the prior written agreement of CBRE.
- 12.4. The Sub-Contractor shall not, without the prior written approval of CBRE, take or authorise the taking of any photographs for use in any publicity or advertising, or publish alone or in conjunction with any other person or article, photographs or other illustrations relating to the Services, the Client or the Site, nor shall it impart to any publication, journal or newspaper or any radio or television programme any information relating to this Sub-Contract.
- 12.5. The Confidential Information of CBRE shall include all Works and all Intellectual Property Rights arising from the execution of this Sub-Contract.
- 12.6. Any Confidential Information shall be returned to CBRE where applicable or deleted by the Sub-Contractor at the request of CBRE. The Sub-Contractor undertakes that it will not during or after the termination or expiry of the Services, without proper authority by CBRE utilise, divulge or communicate to any person either directly or indirectly Confidential Information. This clause shall continue to apply after the termination of this Sub-Contract without limit of time other than the statute of limitation.

13. Data Protection

- 13.1. The definitions set out in the attached Data Protection Schedule apply to this clause 13.
- 13.2. The parties agree that it will be necessary for CBRE to provide certain limited personal data to the Sub-Contractor which is required to allow the Sub-Contractor to provide the Services. It is not intended by the parties that the Sub-Contractor should be treated as the "processor" of such personal data for the purposes of GDPR, and shall be the "controller" of any such data it receives.
- 13.3. Each party undertakes that it will comply with all its obligations as a controller under the GDPR in relation to any personal data received by it from the other party or relating to the other party in connection with the Services.
- 13.4. Notwithstanding clause 13.2, to the extent the Sub-Contractor processes personal data for CBRE or the Client in connection with the Services, the parties shall comply with the Data Protection Schedule attached to this Sub-Contract.
- 13.5. Along with this clause 13 and the Data Protection Schedule attached to this Sub-Contract, the Sub-Contractor acknowledges and shall comply with the Privacy Policy of CBRE, to be consulted at www.cbre.be/en/about-cbre/privacy-policy. The Sub-Contractor

agrees that CBRE or the Client may collect, store and use Sub-Contractor's data, including personal data, for the purpose of facilitating the marketing and sale of their products and/or services, and the Sub-Contractor hereby consents to such collection, storage and use of Sub-Contractor's data by CBRE or the Client and entities related with them for these purposes.

14. Non-Solicitation

- 14.1. In order to protect the value of CBRE's client contacts, the Sub-Contractor undertakes, in relation to any services similar or connected to the Services, during the term of this Sub-Contract and for twelve (12) months thereafter not to directly or indirectly (including through any associated companies or other associated individuals) solicit orders from, supply, quote, tender or carry out any services whatsoever for the Client. Should the Client approach the Sub-Contractor, the Sub-Contractor will refuse any such approach and refer the Client to CBRE. If the Client will only deal with the Sub-Contractor, the Sub-Contractor shall pay to CBRE a commission of an amount equal to the amount that CBRE would have earned on the transaction had the supply been made through CBRE.

15. Liability, Insurance and Indemnity

- 15.1. The Sub-Contractor shall be liable for and shall indemnify and keep indemnified CBRE, each CBRE Group Company, together with all directors, officers, employees and agents of CBRE or any relevant CBRE Group Company ("Indemnified Parties" or "Indemnified Party" as the case may be) from and against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by an Indemnified Party arising out of or in connection with the Sub-Contractor's breach of this Sub-Contract, its negligence or otherwise arising out of or in connection with the Sub-Contractor's, its employees, directors, contractors or agents activities in relation to this Sub-Contract, including but not limited to claims for (i) death or personal injury, (ii) loss of or damage to property (iii) any economic loss, loss of profit, revenue, anticipated savings, data, use, contract, goodwill, opportunities or business, (iv) any indirect or consequential loss or damage, in each case whether suffered by CBRE, the Client or any other third party and (v) losses arising under the Main Contract or otherwise suffered or incurred by the Client where any act or omission of the Sub-Contractor causes CBRE to breach the Main Contract. Subject to obtaining the prior written consent of CBRE, each Indemnified Party and the Client shall be entitled in their own right to benefit of and to enforce the provisions of this clause 15.1.
- 15.2. Subject to clause 15.4, CBRE shall not be liable to the Sub-Contractor, or to any of the Sub-Contractor's employees, agents or contractors, for any damages and/or compensation in respect of claims for personal injury or death suffered by any of the Sub-Contractor's employees or other staff. Subject to clause 15.3, the Sub-Contractor shall indemnify and keep indemnified the Indemnified Parties from and against all claims, demands, proceedings, damages, losses, liabilities, costs, charges, expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by an Indemnified Party in connection with such claim.
- 15.3. The indemnities in clauses 15.1 and 15.2 shall not apply to any damages, losses, liabilities, costs and expenses:
- 15.3.1. to the extent caused by the negligence or wilful act or omission of CBRE; and
 - 15.3.2. to the extent caused by any breach or non-performance by CBRE of this Sub-Contract.
- 15.4. Nothing in this Sub-Contract shall exclude or restrict the liability of either party to the extent prohibited by law and in particular nothing in this Sub-Contract shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by law, or for fraudulent misrepresentation or other fraud.
- 15.5. The Sub-Contractor shall take out and keep in force with reputable insurance companies authorised to do business where the Services are provided suitable Employers Liability, Contract Works, Public and Products Liability insurance and other insurance that may be required or advisable to cover its potential liabilities under this Sub-Contract and shall demonstrate evidence of the same to CBRE at all reasonable times. Unless otherwise stated in the Order, the amount for each type of insurance shall be no less than EUR 5.000.000,00 per incident (or in each case an equivalent amount in the local currency where Services are ordered), unless CBRE agrees in writing to a different figure.
- 15.6. The insurance policies specified in clause 15.5 shall not have any unusual or onerous conditions, exclusions or limitations which may detrimentally affect the Sub-Contractor's ability to make a claim.
- 15.7. The Sub-Contractor shall ensure that CBRE's interest is noted on each insurance policy.
- 15.8. The Sub-Contractor must, prior to commencing the Services, ensure that the current copies of such insurance Certificate(s) are provided to CBRE. On written request of CBRE, the Sub-Contractor shall produce to CBRE satisfactory evidence of the insurance arrangements in this clause 15 within twenty-four (24) hours of being so requested.
- 15.9. If the Sub-Contractor is in breach of its obligations under this clause 15, CBRE may take out all or some of such insurances to cover equivalent risks and CBRE may deduct from any sums due to the Sub-Contractor or otherwise recover from the Sub-Contractor the costs and expenses incurred.
- 15.10. The Sub-Contractor shall during the term of this Sub-Contract and for a period of twenty-four (24) months thereafter:
- 15.10.1. maintain the insurance policies stipulated in clause 15.5 above;
 - 15.10.2. refrain from any acts that may invalidate the insurance policies or prejudice CBRE's entitlement or any other interests of CBRE concerning the insurance policies; and

- 15.10.3. procure that the terms of such insurance policies are not altered in such a way as to diminish the benefit of the insurance policies for CBRE.

16. Goods and Materials supplied by the Sub-Contractor

- 16.1. All goods and/or materials supplied as part of the Services shall be as specified in, and comply with the requirements of, the Order. Where standards of quality are not specified for the goods and/or materials in the Order, such goods and/or materials shall be of the best available quality suitable for the purposes for which they are intended and shall comply with the latest standards, regulations and laws applicable in the country where the Works are provided or where the Main Contract is applicable.
- 16.2. The Sub-Contractor shall ensure that the benefit of any warranty, guarantee or other protections provided by the manufacturer or other supplier of the goods and/or materials supplied as part of the Services shall extend to CBRE and the Client, or shall be capable of transfer to CBRE or the Client.

17. Ownership, Title and Risk

- 17.1. Ownership and title in all products, goods and materials supplied under this Sub-Contract shall pass to CBRE on delivery.
- 17.2. Ownership and title in items issued to the Sub-Contractor on a "free issue" basis by CBRE shall remain with CBRE at all times. Risk of loss of or damage to any such items shall pass to the Sub-Contractor on delivery and shall remain at the Sub-Contractor's risk until returned to the custody of CBRE. The Sub-Contractor shall be responsible for all costs of replacement or repair of items lost or damaged prior to their return to CBRE.

18. Site Attendance

- 18.1. If the Sub-Contractor is required to attend the Site for any activity whatsoever, it is a condition of this Sub-Contract that it and all of its employees, agents and contractors have read, understood and fully comply with the CBRE Health and Safety Rules for Contractors (which is available upon request) and any applicable rules of the Client provided that they are in compliance with all applicable laws, prior to and during the execution of any services on Site.
- 18.2. The Sub-Contractor is responsible for arranging access to the Site. This must be arranged by the Sub-Contractor through a CBRE representative at least 48 hours prior to a visit. CBRE will not be held responsible for any costs incurred by the Sub-Contractor for failure to arrange access. CBRE cannot guarantee that car parking is available on Site and no additional costs will be accepted in respect of car parking and/or any other travel related costs.

19. Supervision

- 19.1. At all times during the carrying out of the Services the Sub-Contractor shall provide all necessary supervision to ensure the proper execution of the Services in accordance with the terms of this Sub-Contract and shall have a competent person in charge on the Site who shall be authorised to accept instructions and directions on behalf of the Sub-Contractor.
- 19.2. The Sub-Contractor shall provide such evidence as CBRE may reasonably require relating to the suitability and competence of any person employed by the Sub-Contractor in the performance of the Services. CBRE shall have the right to require the Sub-Contractor to provide a competent substitute for any person so employed who in CBRE's opinion is incompetent, negligent or otherwise unsuitable. For the avoidance of doubt, should the Sub-Contractor be unable to satisfy CBRE that in CBRE's reasonable opinion any person is suitable, then CBRE will have no alternative but to refuse entry and/or commencement of the Services and/or cease the progress of the Services. In these circumstances, CBRE shall not be responsible for any abortive or additional costs the Sub-Contractor may incur as a result. Furthermore, should CBRE incur any costs, either itself or from third parties (including the Client), then such costs will be deducted from the Sub-Contractor in accordance with clause 4.10.

20. Termination

- 20.1. Without prejudice to CBRE's other rights and remedies, the Sub-Contractor's engagement under this Sub-Contract may be terminated by CBRE in the following circumstances: -
- 20.1.1. upon giving the Sub-Contractor not less than one (1) month's prior written notice at any time;
 - 20.1.2. by written notice with immediate effect if the Sub-Contractor has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three (3) Working Days of it being levied;
 - 20.1.3. by written notice with immediate effect if the Sub-Contractor stops or suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so or suspends or ceases or threatens to suspend or cease to carry on its business;
 - 20.1.4. by written notice with immediate effect if a secured lender to the Sub-Contractor takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security;

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- 20.1.5. if any event analogous to any of the circumstances described in sub-clauses 20.1.2 to 20.1.4 (inclusive) above shall occur in any jurisdiction in which the Sub-Contractor is incorporated, resident or carries on business;
- 20.1.6. by written notice with immediate effect if the Sub-Contractor is in breach of any of its obligations under this Sub-Contract and, if the breach is capable of remedy, the Sub-Contractor has failed to remedy such breach within fifteen (15) Working Days of receipt of a request to do so.
- 20.2. Notwithstanding clause 20.1 above, this Sub-Contract shall automatically terminate in the event that CBRE's engagement under the Main Contract is terminated.
- 20.3. Notwithstanding any other provision of this Sub-Contract, in the event of or in anticipation of any termination of this Sub-Contract for any default of or matter affecting the Sub-Contractor including (without limitation) pursuant to clause 20.1.2 or 20.1.3, CBRE reserves the right to withhold or suspend payment to the Sub-Contractor until such time as CBRE has assessed (i) the additional cost to CBRE of completing the Services (or arranging for a third party to complete the Services), (ii) any other costs and liabilities incurred by CBRE in connection with the termination, (iii) the quality and value of the Services carried out by the Sub-Contractor up to the date of termination in connection with this Sub-Contract and (iv) any other issues that CBRE considers require CBRE's assessment in connection with the Services and/or this Sub-Contract. In accordance with clause 4.10, CBRE shall be entitled to set off against any sums that are due to the Sub-Contractor any amounts calculated in accordance with this clause 20.3 and any other amounts owed to CBRE by the Sub-Contractor whether under this Sub-Contract or any other contract or order or arrangement between the parties.
- 20.4. CBRE shall not be liable to the Sub-Contractor for any loss of or damage to profit, revenue, anticipated savings, wasted costs, contract, goodwill, opportunities or business or any indirect or consequential loss or damage in the event that CBRE terminates this Sub-Contract in accordance with this clause 20 or any other right of termination.
- 20.5. Termination, howsoever, caused shall not affect:
- 20.5.1. any right or liabilities which have accrued prior to the time of termination;
- 20.5.2. the continuance in force of any provision of this Sub-Contract which expressly or by implication is intended to come into or continue in force after termination (including, but not limited to, clause 3 (Main Contract), clause 5 (The Sub-Contractor's General Obligations), clause 10 (Intellectual Property Rights), clause 11 (Staff Transfers), clause 12 (Confidentiality), clause 13 (Data Protection), clause 15 (Liability, Insurance and Indemnity), clause 16 (Goods and Materials supplied by the Sub-Contractor), clause 20.3 (Termination), clause 20.4 (Termination), clause 20.5 (Termination), clause 20.6 (Termination), clause 21 (Open Book Policy and Audit Rights) clause 23 (Third Party Rights), clause 25 (Severability) and clause 28 (Applicable Law)) .
- 20.6. On termination of the engagement of the Sub-Contractor for any reason, the Sub-Contractor shall, where applicable, take immediate steps to bring to an end its performance of the Services in an orderly manner but with all reasonable speed and economy and shall forthwith vacate the Site. In addition, the Sub-Contractor shall deliver to CBRE all Confidential Information of CBRE and the Client and correspondence and documentation (including but not limited to engineers reports and test certificates) relating to the Services.

21. Open Book Policy and Audit Rights

- 21.1. The Sub-Contractor shall conduct all dealings with CBRE on a fully open book basis. When requested to do so the Sub-Contractor will provide CBRE any further detailed information relating to any quotation or Order that CBRE may reasonably require.
- 21.2. CBRE further reserves the right to audit, both financially and operationally, the Sub-Contractor, with reasonable notice and at a time of the CBRE's choosing. CBRE will give the Sub-Contractor ten (10) days prior written notice of CBRE's intention to undertake an audit.
- 21.3. For any audit, the Sub-Contractor shall grant to CBRE unlimited right of access to any of the Sub-Contractor's data, records, books of accounts (in accordance with best accountancy practices), documents and other materials (including the right to copy) which relate to this Sub-Contract or any specific Order(s).
- 21.4. CBRE undertakes to hold any information provided by the Sub-Contractor in relation to this clause as confidential and not to make the information available to any third party, except for the Client, without the express written consent of the Sub-Contractor. CBRE further undertakes not to use the information for purposes other than to confirm compliance by the Sub-Contractor with this Sub-Contract or any specific Order. Should CBRE have reasons that the Sub-Contractor is in breach of any aspect of this Sub-Contract or any specific Order, CBRE reserves the right to carry out an unannounced audit.
- 21.5. Following an audit, CBRE may discuss its findings with the Sub-Contractor and, if appropriate, the parties shall agree a plan (including a timetable to implement the plan) to address any concerns identified in the audit. If the parties fail to agree on a remedial plan, either party may escalate the matter in accordance with the dispute resolution procedure outlined in clause 27. If an audit demonstrates that the Sub-Contractor is failing to comply with any of its obligations under this Sub-Contract or any specific Order, then, without prejudice to the other rights and remedies of CBRE, the Sub-Contractor shall take the necessary steps to comply with its obligations at no additional cost to CBRE. If an audit demonstrates that the Sub-Contractor has overcharged CBRE for the provision of the Services then, within 10 Business Days of such demonstration, the Sub-Contractor shall pay to CBRE an amount equal to the amount so overcharged.

22. Step-in

- 22.1. CBRE at its sole discretion may, in lieu of giving notice of termination under clause 20.1.6, by written notice to the Sub-Contractor remove from the scope of the Sub-Contract any portion or portions of the Services and may elect to either step-in itself or appoint third parties to complete and maintain such portion(s). In such event CBRE may recover the reasonable costs associated with the step-in or appointment under this clause from payments otherwise due or becoming due to the Sub-Contractor, or otherwise recovered as an outstanding debt to CBRE. The Sub-Contractor shall have no right or claim against CBRE in respect of this clause.

23. Third Party Rights

- 23.1. Except as provided in clause 11, clause 15 and this clause 23, no provision of this Sub-Contract shall be enforceable by any person who is not a party to it.
- 23.2. This Sub-Contract is entered into for the benefit of CBRE and all CBRE Group Companies ("the Group"). Each member of the Group shall be entitled, in its own right, to enforce all provisions for the benefit of CBRE, as if such provisions were expressed to be for the benefit of the relevant member of the Group in each case, to the extent determined by CBRE in its absolute discretion from time to time.
- 23.3. CBRE shall be entitled (but not required) to bring actions against the Sub-Contractor for losses, costs, expenses and liabilities incurred by members of the Group in connection with the matters referred to in clause **Error! Reference source not found.** and in those circumstances, such amounts shall be treated as the losses, costs, expenses and liabilities of CBRE.
- 23.4. The parties shall not be required to notify or obtain the consent of any third party in order to rescind or vary this Sub-Contract or any provision of it. No third parties may assign or otherwise transfer any of their rights referred to in this clause 23.

24. Assignment and Sub-Contracting

- 24.1. CBRE may at any time assign, transfer, charge or deal in any other manner with any of its rights or obligations under this Sub-Contract.
- 24.2. The Sub-Contractor shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under this Sub-Contract, nor purport to do so.
- 24.3. The Sub-Contractor shall not sub-contract, sub-let or otherwise delegate the performance of the Services without the prior written consent of CBRE. Such consent, if given, shall in no way relieve the Sub-Contractor of its responsibilities under this Sub-Contract.

25. Severability

- 25.1. If any one or more provisions of this Sub-Contract shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not as a result in any way be affected or impaired. However, if any provisions shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

26. Bribery, Corrupt Practices & Anti-Slavery

- 26.1. Sub-Contractor represents, warrants and undertakes to CBRE, the CBRE Group Companies and the Client and Client Affiliates (for the purposes of this clause 26, the "Assured Parties") that the Sub-Contractor and the Sub-Contractor's officers, employees, agents, consultants, subcontractors and Affiliates shall:
- 26.1.1. comply with CBRE's Anti-Bribery Policy and Anti-Slavery Policy provided to the Sub-Contractor as part of the on boarding process as amended from time to time, and any other compliance policies notified to the Sub-Contractor by CBRE from time to time ("Relevant Policies");
- 26.1.2. comply with all applicable laws, statutes, regulations, and codes from time to time in force relating to: (i) anti-bribery and anti-corruption; and (ii) anti-slavery and human trafficking ("Relevant Laws");
- 26.1.3. immediately notify CBRE (in writing) if a foreign public official becomes an officer or employee of the Sub-Contractor or acquires a direct or indirect interest in the Sub-Contractor (and the Sub-Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Sub-Contract);
- 26.1.4. within two (2) months of the date of this Sub-Contract, and annually thereafter, certify to CBRE in writing signed by an officer of the Sub-Contractor, compliance with this clause 26 by the Sub-Contractor and all persons associated with it under clause 26.1.5. The Sub-Contractor shall provide such supporting evidence of compliance as CBRE may reasonably request; and
- 26.1.5. ensure that any person associated with the Sub-Contractor, including any supplier or subcontractor of the Sub-Contractor, who is performing services in connection with this Sub-Contract does so only on the basis of a written contract which includes terms at least as onerous as those imposed on the Sub-Contractor in this clause 26 ("Relevant Terms"). The Sub-Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to CBRE for any breach by such persons of any of the Relevant Terms.

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- 26.2. The Sub-Contractor represents and warrants that at the date of this Sub-Contract neither the Sub-Contractor nor any of its officers, employees or other associated persons:
- 26.2.1. has been convicted of any offence involving slavery or human trafficking; and
 - 26.2.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 26.3. The Sub-Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Relevant Policies.
- 26.4. It is the intention of the Assured Parties that in the course of the respective negotiations and performance of this Sub-Contract no payments or transfers of value, offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper performance of any function or activity.
- 26.5. Notwithstanding any other provisions to the contrary, the Assured Parties may suspend or terminate this Sub-Contract for material breach which is not capable of remedy in accordance with clause 20.1.3 on becoming aware of information that gives it a factual basis to conclude that Sub-Contractor or any of its officers, employees, agents, consultants, subcontractors or Affiliates has violated or caused the Assured Parties to violate the Relevant Laws. In the event of termination for such cause, the Assured Parties may withhold payment relating to the portion of the Services to which the conduct breaching the Relevant Laws relates and Sub-Contractor shall indemnify and hold harmless the Assured Parties against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature incurred as a consequence of such breaching conduct.

27. Disputes

- 27.1. In the event of any dispute arising out of or in connection with this Sub-Contract the following procedures shall apply:
- 27.1.1. in the first instance the matter shall be referred to the CBRE operational representative and the Sub-Contractor's representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation.
 - 27.1.2. in the event that the dispute is not resolved in accordance under clause 27.1.1 within 20 Working Days the dispute shall be referred to CBRE's Alliance Director of the relevant business and the Sub-Contractor's representative of equivalent status.
 - 27.1.3. in the event that the dispute is not resolved in accordance under clause 27.1.2 within 20 Working Days the dispute shall be referred to the Managing Directors of each party.
 - 27.1.4. Failing any agreement having been reached within a further period of 20 Working Days either party shall have the right to submit such dispute to the courts of Luxembourg in accordance with clause 29.

28. General

- 28.1. Any notices sent under this Sub-Contract must be in writing and may be served by personal delivery, by hand, or by sending the notice by registered post at the address given above or at such other address as the relevant party may give for the purpose of service of notices under this Sub-Contract.
- 28.2. This Sub-Contract including its Schedule and any documents referred to in it contains the entire agreement between the parties in relation to the subject matter of this Sub-Contract to the exclusion of all other agreements and terms.
- 28.3. No variation of this Sub-Contract shall be effective unless and until it is made in writing and signed by each of the parties to this Sub-Contract by their behalf by duly authorised representatives. For the purposes of this clause, the expression "variation" includes any supplement, deletion or replacement however effected.
- 28.4. The failure to exercise or the delay in exercising, a right or remedy provided by this Sub-Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Sub-Contract or law prevents a further exercise of the right or remedy or the exercise of another right or remedy.
- 28.5. If any term of this Sub-Contract shall be declared to be invalid or unenforceable in any respect, insofar as it is severable from the remaining terms, it shall be deemed omitted from this Sub-Contract and the validity and enforceability of the remaining terms of this Sub-Contract shall not as a result in any way be affected or impaired.
- 28.6. Save as expressly provided in this Sub-Contract, the rights and remedies provided by this Sub-Contract are cumulative and (subject as otherwise provided in this Sub-Contract) are not exclusive of any right or remedy provided by law. No exercise by a party of any one right or remedy shall (save unless expressly provided otherwise) operate so as to hinder or prevent the exercise by it of any other right or remedy.

29. Applicable Law

- 29.1. This Sub-Contract and all matters arising from or connected with it are governed by Luxembourg law and, subject to clauses 27 and 29.2, all disputes and claims arising out of or relating to this Sub-Contract shall be subject to the exclusive jurisdiction of the Luxembourg courts to which the parties irrevocably submit.
- 29.2. Notwithstanding clause 29.1, it is agreed that CBRE shall have the right to take proceedings against the Sub-Contractor in any other court of competent jurisdiction and that the taking of proceedings in one or more jurisdictions by CBRE shall not prevent the taking of proceedings in any other jurisdiction, whether concurrently or otherwise.

30. Force Majeure

- 30.1. Notwithstanding anything in this Sub-Contract to the contrary, if either party is prevented, hindered or delayed from or in performing any of its obligations under this Sub-Contract by an Event of Force Majeure, then it shall immediately notify the other of the same in writing as soon as reasonably practicable detailing the way in which and the extent to which its obligations are prevented or impeded by and the estimated duration of (to the extent practicable) such Event of Force Majeure as soon as reasonably practicable
- 30.2. The party who has given such notice shall, provided the Event of Force Majeure arises, be excused from the performance or, as the case may be, punctual performance of its obligations under this Sub-Contract for so long as the relevant Event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed without any such delay or non-performance constituting a breach of this Sub-Contract or giving rise to any claim for loss, damages or other costs and expenses.
- 30.3. The party relying on an Event of Force Majeure shall use its reasonable efforts consistent with its obligations under this Sub-Contract to limit and/or eliminate the effects of such Event of Force Majeure upon its performance of this Sub-Contract and shall notify the other party as soon as reasonably practicable following cessation of the Event of Force Majeure.
- 30.4. As soon as practicable following the commencement of the Event of Force Majeure, the party relying on the Event of Force Majeure shall enter into bona fide discussions with the other party with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

DATA PROTECTION SCHEDULE
1. Data Protection
Definitions

In this Schedule, “Controller”, “data subject”, “personal data”, “personal data breach”, “process”, “processor” and “supervisory authority” shall for the purposes of this Data Protection Schedule have the meanings set out in the General Data Protection Regulation (Regulation (EU) 2016/679), or similar legislation as implemented under Luxembourg law (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force from time to time and all other applicable laws and regulations, relevant industry codes of practice and guidance issued by the European Data Protection Officer any other relevant supervisory authority or other bodies in relation to the processing of personal data (“GDPR”). References to Article numbers of the GDPR shall be deemed to include the equivalent provisions in the event the Article numbers in the legislation are changed from time to time.

Processing instructions and requirements

- 1.1. In the event the Sub-Contractor processes personal data of CBRE or the Client in connection with the Services, the parties agree that, for the purposes of the GDPR and this Sub-Contract, the Sub-Contractor shall be the processor of CBRE.
- 1.2. The parties have set out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects in the table below (which may be updated by agreement of the parties in writing from time to time):

Subject-matter of the processing	The performance of the Services
Duration of the processing	The term of this Sub-Contract and for such further time as the parties shall agree in writing.
Nature and purpose of the processing	As required for the performance of the Services
Type(s) of personal data	Name, contact details, email addresses as required for the performance of the Services
Categories of data subjects	Client information

- 1.3. In relation to such processing, the Sub-Contractor shall:
 - 1.3.1. only process the personal data on documented instructions from CBRE as set out in this Sub-Contract or in writing from time to time;
 - 1.3.2. immediately inform CBRE if, in its opinion, an instruction infringes the GDPR or other EU or EU Member State data protection provisions; and
 - 1.3.3. not make independent use of the personal data and only process the personal data to the extent, and in such a manner, as is necessary for the purposes of this Sub-Contract. If the Sub-Contractor infringes the Sub-Contract and/or the GDPR by determining the purposes and means of processing, the Sub-Contractor shall be considered to be a controller in respect of that processing and CBRE shall bear no responsibility and will be held harmless by the Sub-Contractor in this respect.
 - 1.3.4. not disclose personal data directly or indirectly to any person, company or governmental entity. If such disclosure is necessary for the proper processing, this may only occur after prior written permission of CBRE and then only under a full obligation of confidentiality.

Technical requirements

- 1.4. In relation to such processing, the Sub-Contractor shall at its own cost:
 - 1.4.1. implement and maintain appropriate technical and organisational measures in relation to the processing so that the processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects and take all measures set out in Article 32 of the GDPR (security of processing) in relation to the personal data; the Sub-Contractor shall provide CBRE with a full and clear description of the manner in which the Sub-Contractor processes personal data, and this on first request.
 - 1.4.2. implement and maintain appropriate technical and organisational measures in relation to the processing so as to enable CBRE to comply with CBRE's obligations to respond to requests for data subjects exercising their rights (including without limitation in respect of transparency, information, rights of data subject access, and rights to erasure and rectification);
 - 1.4.3. comply with the GDPR; and
 - 1.4.4. comply with the Client and CBRE's policies notified from time to time.

Personnel and sub-processors

- 1.5. The Sub-Contractor shall at all times at its own cost:
 - 1.5.1. ensure the reliability of its employees, staff, other workers and agents and any subcontractors or agents who are engaged in the provision of the processing from time to time (“Sub-Contractor’s Personnel”) including by the provision of adequate training and ensure their compliance with the GDPR;
 - 1.5.2. ensure that all Sub-Contractor’s Personnel who process the personal data:
 - 1.5.2.1. keep the personal data confidential;
 - 1.5.2.2. do not make independent use of the personal data; and
 - 1.5.2.3. have committed to confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
 - 1.5.3. notwithstanding any other provision of this Sub-Contract, not engage any sub-processors or allow access to the personal data to any third party without prior specific written authorisation of CBRE;
 - 1.5.4. inform CBRE in advance of any proposed changes to sub-processors and allow CBRE an opportunity to discuss and object; and
 - 1.5.5. procure that any and all sub-processors are subject to terms equivalent to the terms of this contract including equivalent data protection and confidentiality obligations as those imposed on the Sub-Contractor.

Assistance

- 1.6. The Sub-Contractor shall at its own cost:
- 1.6.1. notify CBRE within 24 hours if it receives a request from a data subject for access to that person's personal data; and
 - 1.6.2. not respond to any requests from data subjects or third parties without CBRE's consent;
 - 1.6.3. provide such assistance, co-operation and information as CBRE requires within timescales provided by CBRE to enable CBRE to ensure compliance with the GDPR including without limitation with respect to:
 - 1.6.3.1. security of processing;
 - 1.6.3.2. data protection impact assessments;
 - 1.6.3.3. consultation with the supervisory authority; and
 - 1.6.3.4. any actions to be taken in respect of personal data breaches.

Breach

- 1.7. The Sub-Contractor shall at its own cost in the event of a suspected or actual personal data breach or complaint:
- 1.7.1. notify CBRE immediately and in any event within 4 hours of becoming aware;
 - 1.7.2. immediately and in any event with within 4 hours of becoming aware provide CBRE with all information, assistance and cooperation required by CBRE to enable CBRE to comply with the GDPR;
 - 1.7.3. promptly undertake such actions as are required by CBRE in order to remedy any defect or potential breach of the Sub-Contractor's obligations.

Deletion and records

- 1.8. The Sub-Contractor shall at its own cost:
- 1.8.1. at CBRE's option either securely delete or return all the personal data to CBRE promptly and in any event within 12 hours after the end of the provision of personal data processing services or termination of the Sub-Contract and securely delete existing additional copies;
 - 1.8.2. make available to CBRE all information, assistance and cooperation required by CBRE to demonstrate compliance with this Sub-Contract and the GDPR and permit and contribute to audits, including inspections, conducted by CBRE or an auditor appointed by CBRE; and
 - 1.8.3. maintain a written record of all categories of processing activities carried out on behalf of CBRE, containing the information required by the GDPR, and make the record available to CBRE upon request.

Transfers abroad

- 1.9. The Sub-Contractor shall not without the prior written consent of CBRE disclose or transfer the personal data outside the country in which the Services are performed.

Use of other processors

- 1.10. The Sub-Contractor shall not engage another processor without prior specific or general written authorization of CBRE. In case of authorization, the Sub-Contractor shall only use other processors providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing shall meet the requirements of this Sub-Contract and of Belgian law and GDPR, and ensure the protection of the rights of the data subject. The Sub-Contractor shall impose the same binding commitments upon this processor and shall make sure that these are complied with by that third party. Notwithstanding CBRE's permission to engage such a third party, the Sub-Contractor shall remain fully liable towards CBRE and the Client for the consequences of the subcontracting of activities to a third party.

Term and termination

- 1.11. CBRE is entitled to terminate this Sub-Contract with immediate effect and without prior judicial intervention, if it becomes apparent and/or if the Sub-Contractor states that it cannot, or no longer, meet the requirements which, on the basis of the developments in legislation and/or case law, are imposed on the processing of the personal data (which will be considered as termination for cause).

Financial liability and indemnity

- 1.12. The Sub-Contractor shall indemnify and keep indemnified CBRE and any third party beneficiary (including the Client) for all principal sums, interest and expenses from and against all claims, actions, claims by third parties as well as any and all expected or unexpected losses, damage (including any loss of customers or prejudice to the image or reputation of CBRE), costs, injury, charges, expenses, fees (including reasonable attorney fees), fines or penalties (including penalties imposed by any supervisory authority), and other liabilities which are incurred or sustained by CBRE or third party beneficiaries and either directly arise from or occur in connection with a breach on the part of the Sub-Contractor, its representatives, its employees or agents and/or its processors in the performance of its obligations under this Sub-Contract and/or any violation by the Sub-Contractor and/or its processors of the applicable legislation in the field of the processing of personal data in relation to the Main Contract. No limitation of liability shall apply in that case. In the case of violation by the Sub-Contractor of the provisions of this article, the Sub-Contractor shall be liable for the payment of lump sum damages equal to the total value of each project to CBRE, without prejudice, however, to CBRE's right to claim additional damages, upon proof of the existence and the amount of such additional damages.