

CBRE

SERVICE AGREEMENT  
Between  
CBRE South Asia Pvt. Ltd  
&

## SCHEDULE

<b>1</b>			<b>Contract Number</b>	<b>MSA / VEN / /2020 dated February 2020</b>
<b>2</b>	<b>Page 4</b>	<b>Main Agreement</b>	<b>Effective Date</b>	
<b>3</b>	<b>Page 4</b>	<b>Main Agreement</b>	<b>CBRE Legal Entity</b>	<b>CBRE SOUTH ASIA PRIVATE LIMITED</b>
<b>4</b>	<b>Page 4</b>	<b>Main Agreement</b>	<b>Service Provider Name</b>	
<b>5</b>	<b>Page 8</b>	<b>Section C</b>	<b>Agreement Term</b>	
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<b>7</b>	<b>Page 27</b>	<b>Section W</b>	<b>Contact Information of the Service Provider</b>	
<b>8</b>	<b>Page 29</b>	<b>Section AA 10</b>	<b>Currency</b>	<b>INR</b>

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CBRE** Legal entity in 3 of the Schedule table above

Address: PTI Building, Ground Floor, 4 Sansad Marg, New Delhi – 110 001

Company Registration Number:  
U74140DL1999PTC100244

By: \_\_\_\_\_

Name: Mr. Ashish Podar

Title: Executive Director – Global Workplace Solutions

**SERVICE PROVIDER** in 4 of the Schedule table above:

Address:

Company Registration Number:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (this “Agreement”), dated as of “Effective Date” (refer to no. 2 of the Schedule table), is entered into by and between CBRE (refer to no. 3 of the Schedule table), and Service Provider (refer to no. 4 of the Schedule table). CBRE and Service Provider may be referred to herein individually as a “Party” and collectively as the “Parties”.

### W I T N E S S E T H:

**WHEREAS**, CBRE has entered into one or more contracts with Client as hereafter defined for the performance of certain facility management and/or real estate services, and CBRE desires to engage Service Provider to provide, and Service Provider desires to provide, a portion of the Services and/or materials to be rendered or delivered under such contract or contracts at those Client Facilities listed on Exhibit 3 (Statement of Work) attached hereto and made a part hereof and at other Facilities as may be specified by CBRE from time to time.

**NOW, THEREFORE**, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

#### A. Definitions and Interpretation.

In this Agreement the following definitions and rules of interpretation apply:

1. “Affiliate(s)” means any legal entity that, directly or indirectly, (i) is owned and/or controlled by, (ii) owns and/or controls, or (iii) is under common ownership and/or control with, a Party.
2. “Applicable Laws” means all applicable regional, country, and local statutes, laws (including the common law), ordinances, rules, codes, and regulations governing Service Provider, the Services and the Facilities, 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, applicable import and export control laws, anti-corruption laws prohibiting the payment of commercial or private bribes, and any other applicable anti-corruption laws.
3. Intentionally omitted.
4. “CBRE Indemnified Parties” means (i) CBRE and its officers, directors, shareholders, employees, agents, representatives, subsidiaries, Affiliates, successors, and assigns, and (ii) any person or entity that CBRE is required to defend, indemnify, and hold harmless in connection with Service Provider’s performance of the Services, including, but not limited to, the Client.

5. “Client” means any entity with whom CBRE has contracted to provide the Services as defined in the Statement of Work.
6. “Client Data” means all data and information, in any form, provided or made available to Service Provider by or on behalf of Client or its Affiliates or otherwise obtained or created by Service Provider for or on behalf of Client or its Affiliates, including (i) all data and information obtained, developed or produced by Service Provider specifically for the benefit of Client in connection with this Agreement, (ii) all Client data and information to which Service Provider has access in connection with this Agreement, (iii) all reports provided to CBRE or Client by Service Provider pursuant to this Agreement, and (iv) all data and information derived from Client data and information provided or made available to Service Provider by or on behalf of Client or its Affiliates;
7. “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 Service Provider, to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the Service Provider (or its subcontractors or agents) observes or learns in connection with this Agreement. 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 service provider information; (e) materials, product and service specifications; (f) manufacturing, purchasing, logistics, sales and marketing information; and (g) the terms and conditions of this Agreement. Confidential Information also includes Personal Data and Client Data.
8. “Data Protection Legislation” means any Applicable Laws in force from time to time relating to privacy legislation and guidance issued by data protection regulators in the relevant jurisdiction.
9. “Deliverables” means the Services and any materials (including software), or any modifications, enhancements or derivative works thereof (including modifications and enhancements to Service Provider owned materials and, to the extent agreed by third parties and subcontractors, third party owned materials), developed pursuant to this Agreement by or on behalf of (a) Service Provider, (b) subcontractors or (c) any combination of Service Provider and subcontractors, to the extent developed originally and specifically for CBRE or Client, as part of the Services.
10. “Facilities” means the real property and buildings, listed in Exhibit 3 (Statement of Work), as such may be amended from time to time in accordance with this Agreement.
11. “Hazardous Materials” means any material or substance which is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” or similar pollutant or contaminant under any regulation or Applicable Laws.
12. “Incorporated Documents” means all Exhibits and Addenda to this Agreement.
13. “Insolvency Event” means the occurrence of any of the following:

- a. Service Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of any Applicable Law;
  - b. Service Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Service Provider with one or more other companies or the solvent reconstruction of Service Provider;
  - c. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Service Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Service Provider with one or more other companies or the solvent reconstruction of Service Provider;
  - d. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Service Provider (being a company);
  - e. the holder of a qualifying floating charge over the assets of Service Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - f. a person becomes entitled to appoint a receiver over all or any of the assets of Service Provider or a receiver is appointed over all or any of the assets of Service Provider;
  - g. a creditor or secured party of Service Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Service Provider's assets and such attachment or process is not discharged within 14 days; or
  - h. any event occurs, or proceeding is taken, with respect to Service Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive) above.
14. “KPIs” means those certain Key Performance Indicators or Service Levels, if any, set forth in Exhibit 2 (Definition of Services).
15. “CBRE Policy & Standards” means such operating standard, if any, set forth in Exhibit 9.
16. “Personal Data” shall mean any Personal Data (as defined in Applicable Laws) in respect of which CBRE (or any member of its group), or any Client or Client Indemnified Party is a Data Controller (as defined in Section L.1), and which is Processed by the Service Provider under or in connection with this Agreement from time to time.
17. “Process” has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing.

18. "Service Provider Personnel" means: (a) the officers, employees, and agents of Service Provider; and (b) the officers, employees, and agents of Service Provider's suppliers, service providers or subcontractors.
  19. "Services" means the goods or services provided by Service Provider purchased by CBRE under this Agreement as set forth in Exhibit 2 (Definition of Services), including all related deliverables and all labour, tools, materials, equipment, and transportation necessary to complete the Services and including the completion of such Services. The term Services will include, where the Services contemplate, delivery of a system or works, such system or works and any goods, components or materials supplied in connection with the Services.
  20. "Replacement Service Provider" means any replacement provider to CBRE and/or the Client of services which are the same as or similar to the Services (or any part of them) further to the expiry or earlier termination of the Services (or any part of them).
  21. "Statement of Work" means a written document issued by CBRE authorizing Service Provider to initiate performance of the Services identified in this Agreement.
  22. "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: (i) the provision of the Services as a whole; (ii) the provision of any particular Service; and (iii) any equipment, materials or other resources provided or used in connection with the Services.
  23. Intentionally omitted.
  24. Intentionally omitted.
  25. Interpretation In this Agreement a reference to one gender shall include reference to every gender; words denoting a singular number include the plural and vice versa; references to persons shall include firms, companies and other organisations; a reference to a statutory provision includes a reference to the same as modified, re-enacted or replaced from time to time and any subordinate legislation made under it; a reference to a legal or regulatory body includes a reference to any successor body or bodies to it; the words "include", "includes", "including" and "in particular" shall be construed as if they were followed by the words "without limitation" and a reference to this Agreement shall include its Exhibits. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies, whether under this Agreement or provided by law.
- B. **Designation of Account Manager.** Service Provider shall assign a senior employee as Service Provider's CBRE account manager, at no cost to CBRE, who will be responsible for working directly with CBRE's representatives with respect to all matters pertaining to the performance of this Agreement by Service Provider. Service Provider shall not reassign or remove the account manager or assign other employees to serve as account manager without providing prior written notice to CBRE which notice shall include the name and contact information for the successor account manager.

C. **Term of Agreement.** The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date (**refer to no. 2 of Schedule table**) or and shall continue through the end of the day (**refer to no. 5 of Schedule table**) immediately preceding anniversary date of this Agreement, unless sooner terminated pursuant to the terms of this Agreement. CBRE shall have the option to extend the Initial Term for successive periods of one year each (each, an “Extension Period”) by delivering notice thereof to Service Provider on or prior to thirty (30) days before the expiration of the Initial Term or the current Extension Period, as the case may be (the Initial Term, as it may be so extended, the “Term”). Upon expiration of the Term, this Agreement shall automatically renew on a month-to-month basis under the existing terms, conditions and pricing until the Parties modify the Term of the Agreement, execute a new Agreement or either Party provides the other Party with at least thirty (30) days termination notice. In the event that the date of completion of any Statement of Work(s) entered into pursuant to this Agreement, or the time for performance of any Services performed pursuant to that certain Statement of Work(s) extends beyond the expiration or termination date of this Agreement, this Agreement shall continue to apply to such Statement of Work(s) and the terms of the Statement of Work(s) shall remain unchanged and in effect until expiration of the Statement of Work or it is otherwise terminated pursuant to the terms of this Agreement.

D. **Services.**

1. **Provision of Services.** Service Provider shall perform the Services in accordance with standards and methods identified in this Agreement, including Exhibit 9 (CBRE Policy and Standards) or, if none is specified, with the methods generally employed in the performance of the Services or as may be specified by CBRE from time to time. At all times, Service Provider shall be solely responsible, at its sole cost and expense, for providing the equipment, personnel and all other resources necessary to provide or perform the Services. If any services, functions or responsibilities not specifically described herein are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of Services to the same extent and in the same manner as if specifically described herein. Subject to the requirements of Exhibit 9 (CBRE Policy and Standards), all Services shall be performed with the degree of care, skill, diligence, professional knowledge, judgment and expertise consistent with the applicable work practices and the highest professional industry standards in accordance with the requirements and specifications set forth in this Agreement. All Services shall be subject to the Client Required Contract Flow-down Provisions as set forth in the Statement of Work. Further, in performing under any Statement of Work issued pursuant to this Agreement, and without limiting its other obligations hereunder, the Service Provider shall perform the Services so as to achieve those KPIs set forth in such Statement of Work.
2. **Services for CBRE Affiliates within same Jurisdiction.** Notwithstanding any provision to the contrary in the Agreement, CBRE Affiliates within the same jurisdiction governing this Agreement (“CBRE Affiliates”), may order Services under this Agreement through the execution of a Statement of Work (in the form of Exhibit 3) without any further need of any novation or amendment of this Agreement and without affecting CBRE’s or Service Provider’s respective obligations, responsibilities and liabilities under this Agreement. With respect to the Services for the CBRE Affiliate under a Statement of Work, it is hereby understood that references to “CBRE” in this Agreement refer to the CBRE Affiliate. Each

Statement of Work will create contractual rights and obligations solely under this Agreement between the CBRE entity issuing such Statement of Work and the Service Provider.

3. **No Exclusivity**. Service Provider understands and agrees that CBRE does not guaranty any volume of Services or minimum or maximum number of Statement of Works that may be issued to Service Provider for Services under this Agreement and CBRE retains the right to enter into similar service agreements for similar services with any other service providers.
4. **Inspection of Services**. The Services and Service Provider's performance of the Services are subject to examination, inspection, and testing by CBRE at all reasonable times and places. If the Services are found to be defective or non-conforming, Service Provider shall immediately take action to remedy the defective or non-conforming Services in a timely manner and Service Provider shall reimburse CBRE for all expenses incurred in connection with such examination, inspection, and testing.
5. **Continuous Improvement of Services**. Generally and as part of the Services, Service Provider commits to continuously and incrementally improving its performance of the Services consistent with developments in the market for services similar in scope, scale and geographic coverage. Except as expressly directed otherwise by Client, in writing, Service Provider will also maintain a level of technology and currency associated with the Services that is at least current with the then current level of technology: (i) that Service Provider utilizes for its other customers; and (ii) generally accepted in the industry and compatible with commercially available and supported technologies; provided that if changes require additional costs or resources, the Parties will discuss in good faith and mutually agree upon any change through the Change Process of this Agreement.
6. **Clean-up**. Service Provider shall keep its work area cleared of debris at all times. If Service Provider fails to do so, CBRE may, at its discretion, clean-up the Facilities and charge Service Provider's account (whether directly or by way of set off, as provided in this Agreement) all costs for the same, including any costs or penalties incurred by CBRE.
7. **Timely Performance**. Where this Agreement or a Statement of Work specifies a time for the performance of Service Provider's obligations, TIME IS OF THE ESSENCE in such performance. If Service Provider has knowledge that anything has prevented, may prevent or threatens to prevent the timely performance of the Services under this Agreement and/or the applicable Statement of Work, Service Provider shall promptly notify CBRE's designee and include all relevant information concerning the delay or potential delay.
8. **Hazardous Materials**. If Service Provider becomes aware of or suspects the presence of Hazardous Materials at the Facilities, Service Provider shall immediately stop work in the affected area and notify CBRE in writing. Service Provider and its employees who provide Services at Client Facilities will comply with all Applicable Laws. Service Provider shall only use Hazardous Materials that are required in the ordinary course of providing the Services and in compliance with all Applicable Laws. Service Provider shall assume sole

responsibility and liability for any Hazardous Materials that it brings on-site in its provision of the Services.

9. **Incorporated Documents.** The Incorporated Documents are incorporated herein and are made a part of this Agreement by reference. Service Provider acknowledges that it has received a copy of this Agreement in its entirety, has read and understands all of the terms and conditions of this Agreement, and further acknowledges and agrees that this Agreement incorporates, is governed by, and is subject to the Incorporated Documents.
  10. **Risk of Loss and Title to Deliverables.** Service Provider shall bear the risk of any loss or damage to all equipment, supplies, and materials to be used by Service Provider in the performance of the Services, wherever located. Title to any Deliverables in a physical form shall transfer to CBRE or the relevant Client (as applicable) on the earlier of payment for and delivery of such Deliverables.
- E. **Change Process.** CBRE may, at any time during the progress of the Services, require additions, deductions or deviations (each individually referred to as a "Change") in the Services which must (i) be in writing, (ii) include any agreed upon price or schedule changes, and (iii) be signed by an authorized representative of each Party ("Change Notice"). Service Provider shall not make Changes to Services or products or Changes to the processes or materials used to provide the Services to CBRE without prior written approval of CBRE. Service Provider shall provide CBRE with a prior written request before implementing any Change covered by this Section ("Change Request"). All Change Requests from Service Provider shall provide full details of the proposed Change(s). Service Provider shall provide CBRE the Change Request at least two (2) months prior to the implementation date of any proposed Change. If CBRE provides written acceptance in a Change Request, Service Provider may make the requested Change(s). If CBRE rejects the Change Request or does not provide written acceptance within thirty (30) days of receipt of the Change Request, Service Provider shall not implement the Change. If Service Provider does not follow the foregoing "Change Process", Service Provider is responsible for all direct and indirect consequences, including, without limitation, all costs, damages, penalties, losses and expenses incurred by Service Provider, CBRE and/or Client.

F. **Service Provider's Compensation.**

1. **Service Provider Fees.** Service Provider's compensation for the Services and eligible reimbursements shall be as described in this Agreement and in individual Statement of Works ("Service Provider Fees"). Except as expressly provided in this Agreement and the applicable Statement of Works, Service Provider shall not be compensated or reimbursed for any expenses incurred by Service Provider in its rendering of the Services, and CBRE and Client shall have no obligation therefor.
2. **Invoicing Instructions.** Service Provider shall comply with the invoicing instructions set forth in Exhibit 8 (Service Provider Invoicing Instructions) which is attached hereto and incorporated herein by reference. CBRE reserves the right to change the format and methodology in which invoices are submitted, processed and paid in its sole discretion upon providing written notice to Service Provider. All invoices shall be submitted to

CBRE for review, coding and approval no more frequently than monthly and within thirty (30) days of completion of the related Services. Service Provider acknowledges and agrees that invoices for Services rendered pursuant to this Agreement must be received by no later than sixty (60) days after the date such Services are rendered. Any invoices received by CBRE relating to Services performed more than sixty (60) days after the date such Services were rendered shall not be due or payable by CBRE. For valuable consideration, the receipt of which is acknowledged by Service Provider, Service Provider agrees that failure by Service Provider to invoice for Services within the foregoing sixty (60) day period, shall constitute a full and complete release of any claims by Service Provider, whether in law or equity, and Service Provider waives its right to pursue any action, whether at law or in equity, arising out of this Agreement, against CBRE or Client and their respective officers, shareholders, directors, partners, employees or agents. All invoices shall include an itemization of all applicable Taxes due in connection with such invoice and other substantiating documentation or information as reasonably required by CBRE, including lien waivers and releases for itself and each of its subcontractors and service providers, as applicable.

3. **Payment**. Any undisputed sum due to Service Provider pursuant to this Agreement will be payable to Service Provider within sixty (60) calendar days or as indicated in the Statement of Work after receipt by CBRE of an invoice from Service Provider meeting the requirements of this Section; provided that notwithstanding the foregoing, or any language to the contrary contained in this Agreement, CBRE shall have no obligation for the payment of any properly invoiced Service Provider Fees owed for Services satisfactorily completed by Service Provider until CBRE has received payment from Client for such Services Provider Fees.
4. **Service Provider Obligations**. Upon receipt of payment, Service Provider shall promptly pay all bills for labour and materials performed and furnished by others in connection with the Services. Any amounts charged incorrectly or for non-conforming Services by Service Provider shall be refunded by Service Provider immediately upon the discovery thereof without additional cost to or further demand by CBRE.
5. **CBRE Rights**. CBRE shall have the right, in CBRE's sole discretion upon written notice to Service Provider, to issue joint cheques to Service Provider and any subcontractor or other third party engaged by Service Provider which performs a portion of the Services on behalf of Service Provider that has not been paid by Service Provider for services rendered. The issuance of any joint cheque pursuant to this provision shall not create any contractual, third party beneficiary or other relationship between Client, CBRE and such subcontractor or third party. CBRE may offset any amounts paid or incurred to discharge, settle or remove any liens, judgments and/or claims arising from the Services of Service Provider against any payment then or thereafter due to Service Provider.

## **G. Termination**.

1. **Termination for Convenience**.

- a. CBRE may terminate this Agreement and/or any Statement of Work, either in whole or in part, and with respect to one or more of the Facilities, without liability, fee or penalty, at any time and without cause upon thirty (30) days prior written notice to Service Provider. In the event CBRE's services have been terminated by Client or CBRE's agreement with Client expires, and either Client or Client's designee determines to continue this Agreement and require Service Provider to continue to perform Services hereunder, CBRE will not be subject to any fee, liability or penalty as a result thereof, and CBRE shall have no responsibility to Service Provider whatsoever after the date upon which CBRE shall no longer provide services to Client.
2. Default. The following events and conditions shall constitute a "Default" under this Agreement:
  - a. a breach, failure to perform or comply with, or defect or delay in performance by the Service Provider of any the terms and conditions of, or, of its obligations under, this Agreement; or
  - b. any representation or warranty of Service Provider in this Agreement is false or misleading in any material respect.
3. Termination for Default. If Service Provider is in Default in the performance of the Services or breaches any of its covenants, agreements or obligations under this Agreement or any Statement of Work, and such Default is not corrected within five (5) days of receipt of written notice from CBRE (unless such Default cannot be cured with the payment of a sum of money and otherwise cannot reasonably be cured within such five (5) day period, in which event Service Provider shall have an additional ten (10) days to cure such Default, provided such cure is promptly, continuously and diligently pursued), CBRE may in its discretion thereafter immediately terminate this Agreement and/or any such Statement of Work, either in whole or in part with respect to one or more of the Facilities, by written notice to Service Provider. In addition, upon the occurrence of any such Default by Service Provider that is not cured within such period (or, in the case of an emergency, at any time prior thereto and without the need for notice), without thereby waiving such Default or any of CBRE's other rights or remedies, and without liability to Service Provider in connection therewith, CBRE or its designee may (but shall not be obligated to) perform any such covenant, agreement or obligation under this Agreement or any Statement of Work for the account and at the expense of Service Provider, which Service Provider shall pay immediately upon demand together with all costs and expenses incurred by CBRE in enforcing its rights against Service Provider.
4. Termination for Insolvency Events. CBRE may terminate this Agreement immediately by written notice to Service Provider if an Insolvency Event occurs.
5. Effect of Termination. Upon any termination, Service Provider shall be paid only for Services properly rendered prior to the effective date of the termination as determined by CBRE. CBRE, however, may withhold any payments due Service Provider upon its Default for the purpose of set-off until such time as the exact amount of damages due to CBRE from Service Provider is determined. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up

to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

6. **Termination Assistance.** Upon the expiration or termination of this Agreement and/or any Statement of Work, Service Provider shall cooperate for a period of time following such expiration or termination to be determined by CBRE to assure the orderly transition of all Services back to CBRE or to an alternative service provider designated by CBRE and to ensure that the Services are maintained without interruption. Service Provider's obligations in connection with such disengagement also will include, without limitation, and as requested by CBRE: (i) either terminate or assign to CBRE or its designee, at CBRE's option, any or all subcontracts relating to the Services then in effect; and (ii) returning or destroying Confidential Information, and returning to CBRE (or its designee) any materials or equipment of Client or CBRE in Service Provider's possession. Service Provider will waive, and will cause its subcontractors, if applicable, to waive, their rights, if any, under contracts with Service Provider Personnel restricting the ability of Service Provider Personnel to be recruited or hired by CBRE or its designee, and CBRE or its designee will have reasonable access to such personnel for interviews and recruitment. Nothing set forth in this Section shall limit any rights or remedies of CBRE against Service Provider or require an election of remedies in such event.

#### **H. Service Provider Representations and Warranties.**

Service Provider represents, warrants and covenants that:

1. it is a business entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized;
2. it is fully equipped and qualified to perform the Services and that it is financially solvent, able to pay its debts as they fall due, and possesses sufficient working capital to provide the Services contemplated hereunder;
3. it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it;
4. it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
5. the execution, delivery and performance of this Agreement has been duly authorized by Service Provider;
6. it has visited and had full opportunity to review and has carefully examined the Facilities and has satisfied itself as to the character, quality, and quantity of the Services to be performed, the conditions that may be encountered at the Facilities or that may otherwise affect the cost or difficulty of performing the Services, the labour, equipment, supplies, and materials to be furnished, supplied, or utilized in connection with performance of the Services, and all other requirements of this Agreement;

7. there is no outstanding litigation, arbitrated matter or other dispute to which Service Provider is a party which, if decided unfavorably to Service Provider, would reasonably be expected to have a potential or actual material adverse effect on Service Provider's ability to fulfill its respective obligations under the Agreement;
8. it has not, directly or indirectly, given and will not give, or permit to be given by its representatives, any commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value or otherwise in violation of CBRE's or Client's policies to any third party, government official, employee, representative, advisor or agent of CBRE or Client in connection with this Agreement;
9. it will comply with the Applicable Laws in its provision of the Services;
10. Service Provider Personnel and subcontractors that it will use to provide and perform the Services have and will continue to have, the knowledge, skills, experience, expertise, language and speaking capabilities, qualifications and resources to provide and perform the Services in accordance with this Agreement in a diligent, workmanlike manner with due care and skill;
11. none of the Services or Service Provider owned materials applicable to the Services will infringe upon the proprietary or intellectual property rights of any third party;
12. it will not hold itself out as the exclusive representative of, or service provider to, CBRE or Client; and
13. it shall maintain appropriate backup, contingency, and remedial plans necessary to ensure Service Provider's continued performance under this Agreement despite labour disturbances, strikes, lockouts, transportation problems, technology problems, equipment breakdowns, and similar events.

#### **I. Service Warranty.**

1. **Service Warranty.** Service Provider represents, warrants, and covenants to and with CBRE and Client that the materials used in the provision of the Services shall be of first class quality, new in all respects and not used, reworked, refurbished or rebuilt, unless otherwise approved by CBRE, and Service Provider shall, where applicable, deliver clear title to equipment, materials and improvements provided to CBRE and/or Client under this Agreement and ensure and warrant that, with respect to all such equipment, materials and goods supplied they are delivered free and clear of any and all encumbrances. Service Provider further warrants that all materials, equipment and labour supplied to CBRE is and shall be free from errors, faults and defects in workmanship, construction, structural and functional design, material and operations and in conformance with the requirements of this Agreement and the applicable Statement of Work for a period of twelve (12) months following the completion of the Services to CBRE's satisfaction; provided, that if any longer warranty period is specified for any materials, equipment or workmanship under any plans or specifications, this Agreement, a Statement of Work or any manufacturer's warranty, the longer warranty period shall govern. Service Provider shall ensure that all

materials and equipment that have a manufacturer's warranty are registered with the manufacturer in Client's name.

2. **Service Provider Warranty Obligations.** During the warranty period, Service Provider shall, at no cost to CBRE, promptly and satisfactorily replace, correct or repair (as applicable) any Services, material or workmanship found to be defective or otherwise not in conformity with the requirements of this Agreement and promptly remedy any damage resulting therefrom.
3. **No Liens.** Service Provider acknowledges that neither CBRE nor the Client intend for the Services to enable Service Provider to assert any liens. Service Provider shall not assert nor permit any person or entity furnishing labour, equipment, supplies, or materials to Service Provider or any person or entity acting for or under Service Provider to assert any liens against CBRE, the buildings or the Facilities on which the Services are to be performed. Service Provider shall furnish CBRE, upon request, affidavits of account status and lien releases as may be required by CBRE.
4. **CBRE Remedies.** If at any time or from time to time CBRE should determine that Client or CBRE or any of their property, respectively, might become liable for any claim or subject to any lien that is chargeable to or through Service Provider, CBRE may retain out of any payment then due Service Provider under the applicable Statement of Work, any other Statement of Work(s) between CBRE and Service Provider, or any such payment thereafter to become due an amount sufficient to indemnify CBRE and Client completely against such liens, judgments and/or claims including, without limitation, all of CBRE's and Client's costs associated therewith. CBRE may retain the amount withheld until Service Provider delivers to CBRE a complete release of the claims and liens that is satisfactory to CBRE. Further, CBRE may at any time or from time to time require that Service Provider post a bond, at no cost to CBRE, to remove any liens, judgments and/or claims. CBRE may discharge, settle or remove any liens, judgments and/or claims by bonding, payment or otherwise, all of which, together with all reasonable legal fees and costs, are chargeable to Service Provider. CBRE may set off any amounts so paid or incurred to discharge, settle or remove any such liens, judgments and/or claims against any payment then or thereafter due to Service Provider.

**J. Compliance with Laws.**

1. **Compliance with Laws.** Service Provider represents warrants and covenants that Service Provider possesses and shall maintain at its own expense all permits, licenses, approvals, registrations, consents and certificates and pay all fees required by law with respect to any Services and/or performance of this Agreement. Service Provider shall, in connection with the performance of the Services, comply with all Applicable Laws.
2. **Notice of Changes in Laws.** Service Provider will monitor and promptly identify and notify CBRE of all changes in Applicable Laws that have an impact on the Services or this Agreement.

3. CBRE Service Provider Code of Conduct. Service Provider shall comply with the CBRE Service Provider Code of Conduct at Exhibit 5 (CBRE Service Provider Code of Conduct) attached hereto and made a part hereof.
4. Compliance with Client Policies. Service Provider shall and shall ensure that its subcontractors, and all Service Provider Personnel, prior to performing the Service read and understand the most current copies of the Client Policies including those available on Client's website at the expense of the Service Provider. Service Provider shall and shall ensure that its subcontractors and all Service Provider Personnel comply with the Client Policies. In the case of any difference between the requirements of the Client Policies and the Applicable Law, the stricter or higher standard shall apply.

## **K. Data Protection.**

1. Definitions: In this Section K, the terms "Data Controller" and "Data Subject" have the meanings set out in Applicable Laws.
2. Service Provider Data Protection Obligations. Service Provider must at all times:
  - a. comply with all applicable Data Protection Legislation;
  - b. Process Personal Data only on behalf of CBRE (or, if so directed by CBRE, Clients) only to the extent, and in such manner, as is necessary for the purpose of lawfully performing its obligations under this Agreement, or as is required by Applicable Law and otherwise in accordance with instructions given by CBRE from time to time;
  - c. save as set out in subsection (b), not modify, duplicate, replicate, amend or alter the contents of any Personal Data;
  - d. preserve the security and confidentiality of Personal Data and protect it against unauthorised or unlawful Processing or access, accidental loss, destruction, damage, alteration or disclosure;
  - e. ensure that the measures employed by or on behalf of Service Provider towards compliance with its obligations in this Section K are appropriate to the harm which might result from any unauthorised or unlawful Processing or access, accidental loss, destruction, damage or disclosure of Personal Data that is Personal Data and having regard to the nature of the Personal Data concerned;
  - f. implement and comply with such other procedures and measures as CBRE may from time to time reasonably require in respect of Personal Data;
  - g. promptly provide to CBRE on request from time to time a written description of the technical and organisational measures employed for holding and Processing Personal Data and thereafter notify CBRE in writing of material changes to such measures from time to time;
  - h. notify CBRE immediately in writing (and by telephone and email if outside normal working hours) in the event of any breach by Service Provider or any subcontractor of this Section K or any loss of or unauthorised use or access to Personal Data (the foregoing each a "Security Incident") and thereafter promptly provide all cooperation, information and assistance and follow such instructions reasonably requested by CBRE with respect to the response to the Security Incident;
  - i. notify CBRE promptly in writing (and in any event within three (3) business days) of any data subject access request received by the Service Provider (or any of its agents or subcontractors) in relation to Personal Data.
  - j. provide to CBRE copies of all Personal Data held by or on behalf of Service Provider and all other reasonable assistance in relation to a data subject who makes a subject

access request satisfying the applicable legal requirements (or as otherwise directed by CBRE), whether the subject access request is given to Service Provider or any of its agents or to CBRE or a third party and CBRE gives to the Supplier details of the subject access request.

- k. not cause or permit any subcontractor or any Service Provider Affiliate to hold or Process Personal Data without CBRE's prior written consent (to be given or withheld in CBRE's sole and absolute discretion);
    - l. ensure that any Service Provider Personnel, permitted sub-contractors and such sub-contractors' directors, officers, employees and agents act in accordance with this Section K as if bound by it as Service Provider is bound;
  - m. take all reasonable steps to ensure the reliability of any of Service Provider Personnel who have access to the Personal Data;
  - n. ensure that only those of Service Provider Personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of this Agreement and all of Service Provider Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Section K; and
  - o. not Process or otherwise transfer any Personal Data outside the European Economic Area unless CBRE has given express prior written consent and (where the permitted transfer is to a country outside the EEA and which has not been determined by the European Commission under article 25(6) of Directive 94/46/EC as providing adequate protection of personal data) the recipient of such data has entered into a contract in the format of the EU Model Terms in a form satisfactory to CBRE.
3. **Data Protection Indemnity.** Service Provider shall on demand, at all times during and after the Term of this Agreement, indemnify CBRE (and Client) and keep CBRE (and Client) indemnified on demand and held harmless from and against all losses, damages, claims, costs, or expenses and other liabilities (including fines and legal fees) incurred by, awarded against or agreed to be paid by CBRE (or Client) arising out of or in connection with any breach of Service Provider's obligations under this Section K.

## L. **Service Provider Personnel.**

1. **CBRE Acceptance of Service Provider Personnel.** Service Provider shall have in its employ at all times and shall provide a sufficient number of capable and competent Service Provider Personnel having expertise suitable to their assignments and qualified to perform the Services safely, legally and efficiently in accordance with Service Provider's obligations hereunder. Service Provider Personnel must be acceptable to CBRE, and CBRE reserves the right to require Service Provider to remove immediately any of Service Provider Personnel from performing the Services, with or without cause, in CBRE's sole discretion for reasons including, but not limited to, substance abuse at the Facilities as provided in subsection (K.2) below.

2. Removal for Substance Abuse; Substance Abuse Policy. To the extent permitted by applicable Laws, Service Provider agrees to immediately remove (or cause to be removed) any Service Provider Personnel who is known to be or reasonably suspected of engaging in substance abuse while at a Facility, in a Client or Service Provider vehicle or while performing Services or otherwise in violation of Service Provider's policies regarding substance abuse. In the case of reasonable suspicion, such removal shall be pending completion of the applicable investigation. Substance abuse includes the sale, attempted sale, possession or use of illegal drugs, drug paraphernalia, or, to the extent not permitted on Facilities, alcohol, or the misuse of prescription or non-prescription drugs. Service Provider represents and warrants that it has and will maintain a substance abuse policy and that such policy will be applicable to all Service Provider Personnel performing Services under this Agreement. Service Provider represents and warrants that it shall require its subcontractors providing Services to have and maintain such policy and practices and to adhere to this provision.
3. Background Checks. To the extent applicable to the Services and allowed by law, Service Provider acknowledges, warrants and represents that it will comply with the Drug Testing and Background Investigation Requirements for Service Provider Personnel set forth in Exhibit 6 (Drug Testing and Background Investigation) to this Agreement.
4. Service Provider Personnel Not Employees of CBRE. All Service Provider Personnel, as applicable, will be and remain employees of Service Provider or its subcontractors and not of CBRE when performing Services. Service Provider and its subcontractors, as applicable, will be solely responsible for: (a) all salaries, benefits and other compensation of the Service Provider Personnel, (b) making all deductions and withholdings from its employees' salaries and other compensation; (c) the supervision and direction of the activities of Service Provider Personnel; and (d) the payment of all contributions, taxes and assessments. CBRE and Client shall not be deemed to be an employer or joint or co-employer with respect to any Service Provider Personnel, including employees of Service Provider or subcontractors.
5. Employee Indemnity. Service Provider shall be liable for and shall indemnify and keep fully and effectively indemnified on demand the CBRE Indemnified Parties and/or any Replacement Service Provider without any set-off counterclaim or other deductions against any claims, demands, actions, proceedings, settlement and all losses, costs, charges, penalties, awards, expenses and liabilities which it or they incur or may incur (whether on, before or after the expiry or termination of this Agreement and/or the applicable Statement of Work, whether in whole or in part and/or the termination or expiry of all or part of the Services) arising out of or in connection with the employment and/or termination of employment of any person whose employment or claims or liabilities arising out of their employment or its termination transfers to the CBRE Indemnified Parties and/or any Replacement Service Provider.
6. Conduct of Service Provider Personnel. Service Provider will ensure that the Service Provider Personnel, while at any Facilities, (a) comply with all applicable safety, health and security rules and regulations and other instructions of CBRE and Client, when performing Services at a Facility, and shall conduct their work at Facilities in such a manner

as to avoid endangering the safety, or interfering with the convenience of CBRE or Client or its customers, (b) comply with reasonable requests of CBRE or Client pertaining to personal and professional conduct, and (c) otherwise conduct themselves in a professional and businesslike manner. In addition, Service Provider shall maintain records of all recordable injuries or illnesses (as defined by any government entity) occurring to Service Provider Personnel while performing Services. Subject to Applicable Laws, Service Provider shall provide copies of such records to CBRE or Client upon request.

7. **Service Provider Personnel Safety.** Service Provider shall use appropriate precautions to prevent injury to its employees and others on or about the Facilities and shall comply with all safety regulations required by the applicable health and safety rules, regulations and laws or by any other governmental authority, local law or safety regulation having jurisdiction over CBRE, Service Provider, the Services or the Facilities. Service Provider agrees to abide by and ensure that its employees abide by the CBRE Safety Policy attached hereto as Exhibit 9 (CBRE Policy and Standards), and any similar policy issued by the Client, each of which have been reviewed and understood by Service Provider. In addition, Service Provider agrees to adhere to and perform the Services in accordance with the Client's applicable health and safety policies and procedures which will be provided to Service Provider as applicable. The applicability of said policies and procedures shall be determined solely by CBRE. Any conflict, dispute or inconsistency between any of the aforementioned programs, policies and procedures, shall be resolved in favor of the most stringent program, policy or procedure which affords the Client the greatest amount of protection. Service Provider is solely responsible for taking reasonable precautions for the safety of Service Provider's employees, and Service Provider may not rely upon CBRE's implied or stated control of the workplace to reduce this responsibility nor assume that CBRE controls or has the ability to control the presence or absence of hazardous conditions in the workplace to which Service Provider's employees may be exposed.

M. **Independent Contractor.** Nothing contained in this Agreement or in the relationship of Service Provider and CBRE shall be deemed to constitute a partnership, joint venture, or any other relationship between Service Provider and CBRE except for the independent contractor relationship described in this Agreement. Service Provider's authority is limited solely to performing the Services set forth herein in accordance with the terms of this Agreement, the corresponding exhibits and Statement of Works. Nothing in this Agreement, in any Statement of Work or any Service Provider subcontract shall create any contractual relationship or liabilities between any employee, agent or subcontractor (or any employee or agent of subcontractor) of Service Provider and CBRE or Client. Further, Service Provider does not have any authority to execute any contracts or agreements for or on behalf of CBRE or Client 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 or Client's behalf or to bind CBRE or Client in any manner.

N. **Taxes.** Service Provider shall pay any and all Taxes upon receipt of payment for same from CBRE. CBRE and Client shall be allowed to withhold from amounts payable to Service Provider hereunder all Taxes and other charges required to be withheld by law. Service Provider shall take such actions and cooperate with CBRE and Client to the extent necessary

to ensure that CBRE will be treated as a purchasing agent for Client and that the purchase and/or provision of materials, equipment and Services under this Agreement qualify for any applicable manufacturing, resale, or other tax exemption, and where an exemption is not available, the Taxes thereon are minimized. Service Provider shall prepare, execute, file as necessary and retain resale, exemption and similar certificates, and reflect dealer, vendor, CBRE and Client exemption or similar numbers on its invoices or billings as necessary to exempt or minimize Taxes on goods and Services provided under this Agreement. Service Provider shall be solely responsible for any penalties or interest resulting from Service Provider's failure to file proper tax returns or promptly to remit to the appropriate taxing authorities Taxes or other payments made to Service Provider by Client under this Agreement and Service Provider agrees to indemnify on demand, defend (promptly and diligently, at Service Provider's sole expense with attorneys satisfactory to CBRE and Client) and hold harmless CBRE and Client against any Claims (as hereinafter defined) that any Indemnified Party (as hereinafter defined) may suffer, sustain or incur as a result of Service Provider failing to do so. This Section shall survive the expiration or termination of this Agreement.

**O. Assignment and Subcontracting.**

1. **Assignment.** Neither Service Provider's interest in this Agreement nor in any Statement of Work, including without limitation any monies due or to become due to it hereunder, or any portion thereof may be assigned or encumbered, nor may its duties, obligations and responsibilities hereunder or under any Statement of Work be delegated or subcontracted further to any third party, without the prior express written consent of CBRE in each instance. Any such assignment, encumbrance, delegation or subcontract made without the express written consent of CBRE shall be null and void ab initio. Service Provider for good and valuable consideration hereby consents to such assignment and novation of this Agreement and/or any Statement of Work by CBRE, at CBRE's sole discretion.
2. **Subcontracting.** Service Provider shall require all permitted vendors and subcontractors employed to perform Services under this Agreement to have the appropriate types and amounts of insurance coverage commensurate with the nature of the Services performed and the risk exposures created by performing those Services and Service Provider further agrees and acknowledges that it shall defend, indemnify on demand and hold harmless the CBRE Indemnified Parties for any claims, losses or liabilities in any way arising from or attributable to the Services performed by any vendor or subcontractor employed by Service Provider that performs Services under this Agreement.

**P. Non-Solicitation.** During the Term of this Agreement, and for a period of six (6) months after the expiration or early termination hereof, Service Provider shall not directly or indirectly hire, permit the employment of, or solicit to hire any of CBRE's or Client's personnel unless expressly agreed otherwise by CBRE or Client, as the case may be, in writing.

**Q. Insurance Requirements.** During the Term and as otherwise required under this Agreement, Service Provider shall maintain at all times the minimum amounts and scope of insurance coverage set forth in Exhibit 7 (Insurance Requirement) to this Agreement with such Exhibit hereby being incorporated by reference as a material requirement of this Agreement which shall not be construed in any way as a limitation of Service Provider's liability under this

Agreement, including, without limitation, liability for claims denied or rejected by Service Provider's insurance company or the insurance companies of its agents or subcontractors. Service Provider shall not commence any Services until Service Provider has procured all of the required insurance policies with minimum amounts of coverage as set forth in Exhibit 7 (Insurance Requirement) which must comply with the policy requirements set forth below:

- (a) License/Rating. All insurance policies shall be in customary forms and shall be issued by companies authorized to do business in the jurisdictions where the Services are performed.
- (b) Vendor Screening/Certificate of Insurance. Service Provider acknowledges and agrees that it will enroll, at Service Provider's sole expense, in the CBRE vendor screening and certificate of insurance management program. Registration in the CBRE vendor screening can be completed on the internet at [www.avetta.com](http://www.avetta.com) or as otherwise may be directed by CBRE. Service Provider shall deliver certificates of insurance evidencing the required insurance coverage to Client and CBRE upon request and when registering in the CBRE vendor screening program which must occur prior to the commencement of performance under any Statement of Work issued under this Agreement or upon any renewal of such insurance during the Term of this Agreement not less than thirty (30) days prior to the expiration dates of any policy shown on the certificates then in effect, and otherwise from time to time upon request by CBRE or Client.
- (c) Notice of Cancellation. CBRE shall be given not less than thirty (30) days' notice prior to the cancellation of any insurance required by this Agreement for other than non-payment of premiums. CBRE shall be given at least ten (10) days' notice prior to cancellation of any required insurance for non-payment of premium.
- (d) Additional Insured Endorsements. All certificates of insurance provided under this Agreement shall include copies of endorsements to Service Provider's commercial general liability policy that includes Client and CBRE (including all participating Affiliates) as additional insured(s) on appropriate forms or equivalent form of Blanket Additional Insured Endorsement, covering the additional insureds for liability arising from all operations and completed operations of Service Provider.
- (e) No Waiver/Deductible. The failure of CBRE to demand such certificate of insurance or failure of CBRE to identify a deficiency will not be construed as a waiver of Service Provider's obligation to maintain the insurance required under this Agreement. Service Provider shall be responsible for the amount of any deductible contained in any of the above-described insurance policies and certificates of insurance.
- (f) Service Provider Insurance Primary. Service Provider's insurance shall be deemed primary with respect to coverage extended to the additional insureds, whose insurance shall be excess and non-contributory with that required of Service Provider hereunder.
- (g) Waiver of Subrogation. To the fullest extent permitted by law, the commercial general liability insurance policy of Service Provider shall contain provisions that the insurance

companies waive the rights of recovery or subrogation against Client, CBRE, their respective Affiliates, and each of their and their Affiliates' respective agents, officers, directors, shareholders, employees, insurers, successors and assigns.

- (h) **Additional CBRE Rights.** The failure to secure and maintain or add by endorsement the CBRE Indemnified Parties shall not act as a defense to the enforcement of the terms of this Agreement. Any failure to provide the agreed endorsements shall entitle CBRE to terminate this agreement or to acquire coverage necessary to protect Client and CBRE from the failure and charge the cost thereof to the Service Provider. Service Provider shall require or provide the same minimum insurance requirements as listed above from all of its permitted subcontractors unless otherwise agreed by CBRE in writing.

R. **Indemnification and Settlement.** To the fullest extent permitted by law, Service Provider shall defend (with counsel approved by Client and/or CBRE), indemnify on demand, pay, save and hold harmless the CBRE Indemnified Parties from and against any liabilities, damages (including, without limitation, direct, special and consequential damages), costs, expenses, suits, losses, claims, actions, fines and penalties (including, without limitation, court costs, reasonable legal fees and any other reasonable costs of litigation) (hereinafter collectively, the "Claims") that any of the CBRE Indemnified Parties may suffer, sustain or incur arising out of or in connection with:

1. **Indemnification.**

- (a) Service Provider's work or presence on the Facilities or other work site, including but not limited to any negligent acts, errors or omissions, intentional misconduct or fraud of Service Provider or Service Provider Personnel, whether active or passive, actual or alleged, whether in the provision of the Services, failure to provide any or all of the Services or otherwise;
- (b) any actual or alleged breach of this Agreement, including but not limited to Confidentiality and Service Provider's representations and warranties by Service Provider or Service Provider Personnel;
- (c) any claims by Service Provider employees or employees of Service Provider subcontractors, including but not limited to: (i) allegations of wrongful discharge, discharge in violation of public policy, harassment or discrimination on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, retaliation, unfair dismissal or other unlawful conduct; (ii) those made under workers' compensation or similar employee benefit acts; or (iii) claims alleging that Service Provider has failed to pay any employment benefits and any taxes required of it of any nature whatsoever;
- (d) failure to comply with any Applicable Laws by Service Provider or Service Provider Personnel; or

- (e) any infringement or alleged infringement of any patent, copyright, trade secret or other proprietary right of any third party relating to the Services performed under this Agreement.

The foregoing indemnification shall apply irrespective of whether Claims are asserted by a Party, by its employees, agents or subcontractors, or by unrelated third parties. Nothing contained herein shall relieve Service Provider of any responsibility for Claims regardless of whether Service Provider is required to provide insurance covering such Claims or whether the matter giving rise to the Claims is the responsibility of Service Provider's agents, employees or subcontractors. The provisions of this Section shall survive the expiration of the Term or the termination of this Agreement.

2. Settlement. With respect to Service Provider's duties of indemnity under this Agreement, Service Provider shall have the right to control the defense of any litigation, and to settle or compromise all claims and lawsuits subject to its indemnity. However, Service Provider may not settle or compromise such claim or lawsuit without the written consent of CBRE if any settlement or compromise (a) requires CBRE or its Client to part with any property right or interest, assume any obligation, or make any payment not indemnified, or (b) subjects CBRE to any injunction. Subject to the foregoing, CBRE shall have the right, at its option and expense, but not the obligation, to retain advisory counsel to represent its interests in defending any such claim or lawsuit.

## S. Confidentiality Obligations

1. Service Provider Confidentiality Obligations. All Confidential Information owned by CBRE or Client is and shall remain the property of such party at all times. By disclosing Confidential Information to Service Provider, CBRE or Client, as applicable, does not grant any express or implied licenses to Service Provider in any proprietary rights, including without limitation, patents, copyrights, trademarks, trade secret or trade secret information, of CBRE or Client. As of the Effective Date, the Confidentiality terms of this Agreement shall supersede and replace the terms of any confidentiality or non-disclosure agreement previously executed by the Parties with respect to subject matter that is covered by this Agreement. Service Provider agrees to utilize the Confidential Information received by it only for the purpose of providing the Services and for no other purpose whatsoever including without limitation, diverting, inducing or attempting to divert or induce Client to discontinue or modify the present or future relationship between CBRE and Client or otherwise injuring or interfering in the business relationship between CBRE and Client. Service Provider shall use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from CBRE or Client as Service Provider uses with its own confidential information that it does not wish to disclose, publish or disseminate, but in no event less than a reasonable degree of care. Service Provider shall not disclose to any person (other than as necessary to Service Provider Personnel directly involved in Service Provider's provision of the Services) Confidential Information at any time, either during the Term or at any time thereafter, without the express written agreement of CBRE. Service Provider shall execute any supplemental agreement required by CBRE with respect to Confidential Information. Service Provider shall advise all recipients of Confidential Information as to the provisions of this Section and obtain their

written agreement to be bound by its conditions. Upon the termination of this Agreement, a Service Provider shall immediately deliver to CBRE upon request (i) any and all materials provided to Service Provider, relating in any way to and/or created in connection with the performance of the Services under the terms of this Agreement; and (ii) any and all originals, copies, reproductions and summaries (including without limitation, any written or electronic form of any such information) of any Confidential Information, or at CBRE's option, certify destruction of the same. Service Provider shall incorporate the requirements of this Section in all subcontracts, requiring each approved subcontractor to comply with the provisions hereof in the same manner as is required of Service Provider. Service Provider shall immediately report to CBRE any unauthorized disclosure of Confidential Information.

2. Confidential Information Exclusions. 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.
3. Restrictions on Use of Name and Marks. 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 Facility without the prior written consent of CBRE.
4. Remedies. Service Provider hereby irrevocably agrees that irreparable damage to CBRE would occur in the event that it breaches any of the provisions of this Section S. Service Provider acknowledges and agrees that CBRE shall be entitled to an injunction or injunctions to prevent breaches of this Section S and to specifically enforce the terms and provisions of this Section S in addition to any other remedy to which CBRE is entitled at law or in equity. In the event that any action shall be brought in equity to enforce the provisions of this Section S, Service Provider shall not allege, and hereby waives the defense, that there is an adequate remedy at law.
5. Survival. Service Provider's confidentiality obligations under this Agreement shall survive the termination or expiration of the Agreement.

#### T. Ownership of Materials.

1. "Deliverables" means any materials (including software), or any modifications, enhancements or derivative works thereof (including modifications and enhancements to Service Provider owned materials and, to the extent agreed by third parties and

subcontractors, third party owned materials), developed pursuant to this Agreement by or on behalf of (a) Service Provider, (b) subcontractors or (c) any combination of Service Provider and subcontractors, to the extent developed originally and specifically for CBRE or Client, as part of the Services. All right, title and interest in or to Deliverables will be owned by CBRE and Client, as applicable. Service Provider hereby irrevocably assigns, and will assign, to CBRE and Client without further consideration, all of Service Provider's right, title and interest in and to such Deliverables. Service Provider acknowledges that CBRE and Client and their successors and assigns of CBRE and Client will have the right to obtain and hold in their own name any intellectual property rights in and to such Deliverables. Service Provider shall obtain waivers of any moral rights in the products of the Services (including the Deliverables) to which any individual is now or may be at any future time entitled under the law in any jurisdiction where the services are provided. Service Provider agrees to execute any documents and take any other actions reasonably requested by CBRE or Client to effectuate the purposes of this Section. CBRE and Client grant to Service Provider a non-exclusive, non-transferable, worldwide, limited right and license to use, execute, reproduce, display, perform, modify and distribute the Deliverables for the sole purpose of providing the Services during the Term. CBRE and Client may, in their sole discretion and upon such terms and at such prices as CBRE, Client and Service Provider may agree, grant Service Provider a license to use the Deliverables for other purposes and to sublicense such Deliverables.

2. **Service Provider Pre-existing Intellectual Property**. To the extent that the Deliverables and the Services and consist of or include items previously developed, patented or copyrighted by Service Provider or a third party ("Service Provider Pre-Existing Intellectual Property"), Service Provider hereby grants to CBRE and Client an unrestricted, perpetual, royalty-free, fully paid-up, non-exclusive, world-wide, irrevocable license to use such Service Provider Pre-existing Intellectual Property so that CBRE and Client may receive the benefit of the Deliverables or Services provided by Service Provider. Notwithstanding anything contained in this Agreement to the contrary, upon the expiration or termination of this Agreement, if the use of the Deliverables or Services is impaired or they cannot be fully utilized, serviced or repaired by CBRE or Client without the use of the Service Provider Pre-existing Intellectual Property, Service Provider will grant to CBRE and Client an unrestricted, perpetual, royalty-free, fully paid-up, non-exclusive, world-wide, irrevocable license to use such Service Provider Pre-existing Intellectual Property so that CBRE and Client may continue to receive the benefit of the Deliverables and Services. Service Provider Pre-existing Intellectual Property includes, without limitation, any equipment, materials, components, software, programmable devices or any other tangible item, in any form or medium, identifiable to the Deliverables or Services included in the applicable Statement of Work.

- U. Force Majeure Events and Suspension of Work**. Neither party hereto shall be liable to the other party for any loss or damage arising out of a failure to perform their respective obligations under this Agreement if said failure to perform is caused by an event beyond the reasonable control of the party, including, but not limited to, acts of God, acts of governmental agencies, strikes, labor disputes, fire, explosions or other casualties, theft, vandalism, riots, war, or material unavailability of equipment, supplies, or materials (each a "Force Majeure Event"). A party seeking relief under this Section U shall immediately notify the

other party in writing of the occurrence of the Force Majeure Event, the anticipated impact on the affected party's ability to perform its obligations under this Agreement, and the steps such party intends to take to remedy the Force Majeure Event. Each party shall use commercially reasonable efforts to minimize the impact, losses, damages, and delay associated with a Force Majeure Event CBRE may direct in writing that Service Provider suspend, delay, or interrupt performance of all or any part of the Services and the associated payments for such period of time that CBRE determines to be appropriate or necessary. To the extent CBRE's contract with the Client is suspended, delayed, interrupted, scope reduced or terminated due to a Force Majeure Event, CBRE may so suspend, delay, interrupt, reduce scope or terminate this Agreement.

## V. **Mediation, Governing Law and Jurisdiction.**

1. **Mediation.** Each Party commits that in the event a dispute should arise under this Agreement or relating in any manner hereto, the Parties agree to make a good faith attempt to settle their dispute prior to the commencement of formal litigation (i.e., the filing of a lawsuit or other legal proceeding) by using a third party mediator. Any mediation shall take place in jurisdiction where the services are provided, unless otherwise agreed to (under a Statement of Work or otherwise) in writing by the Parties. The costs of such mediation shall be equally divided between the Parties. Each Party shall be represented at such mediation by a senior executive of such Party, with authority to bind the Party. The Parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. If such mediation is unsuccessful, then either Party shall have the right to initiate litigation in compliance with the terms set forth in Section V.4 below. All mediation proceedings shall be confidential, and no information exchanged in such mediation relating to settlement negotiations or offers shall be discoverable or admissible in any litigation involving the Parties. In the event a Party seeks equitable relief (such as injunctive relief or specific performance), or in the event of an approaching deadline prescribed by an applicable statute of limitation, then there shall be no requirement that such Party utilize the mediation process referred to herein.
2. **Continued Performance.** Each Party agrees that it will, unless otherwise directed by the other Party, continue performing its obligations under the Agreement while any dispute is being resolved; provided that this provision will not operate or be construed as extending the Term or prohibiting or delaying a Party's exercise of any right it may have to terminate the Term as to all or any part of the Services.
3. **Governing Law.** The Agreement and all disputes arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the laws of where the Services are rendered.
4. **Jurisdiction.** Subject to Section V.1, each of the Parties agrees to submit to the exclusive jurisdiction of courts where the Services are rendered.

**W. Notices.** Any and all notices, consents, demands, approvals, directives or other communications required or permitted under this Agreement shall be in writing and be delivered personally, properly mailed via first class recorded or registered mail, or sent by, private courier service or pre-paid airmail, to the addresses of the Parties set forth below. Any notice shall be deemed to be properly given: (a) when delivered personally; (b) five (5) business days after having been sent by recorded or registered mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private courier specifying next day delivery, with written confirmation of receipt; or (d) five (5) business days after posting or at the time recorded by the delivery service if sent by pre-paid airmail.

If to CBRE:

(refer to no. 6 of the Schedule table)

with a copy to:

Attn: APAC.Contracts.Management@cbre.com

If to Service Provider:

(refer to no. 7 of the Schedule table)

Either Party hereto may change its address set forth above for the receipt of notice by giving written notice to the other Party in the manner set forth herein.

#### X. Limitation of Liability.

1. In no event shall a CBRE Indemnified Party be liable to Service Provider for any: (a) loss of profits or anticipated profits; (b) any consequential, indirect or special loss or damage; or (c) any punitive or incidental loss or damage, whether based in contract, strict liability, negligence, tort or otherwise, with respect to this Agreement or any Statement of Work regardless of the foreseeability or the cause thereof.
2. Nothing in this Agreement shall limit or exclude the liability of the Service Provider, CBRE or any CBRE Indemnified Party for: (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.

#### Y. Third Party Beneficiaries.

1. Client is Third Party Beneficiary. Client and each of Client's Affiliates that owns, leases or occupies a Facility from time to time or otherwise derives Services under this Agreement shall be deemed to be a third party beneficiary entitled to the benefits and protections afforded to CBRE under this Agreement with rights of direct enforcement against Service Provider.
2. Replacement Service Provider. Replacement Service Provider shall be deemed a third party beneficiary solely with respect to Section L.5 of this Agreement with rights of direct enforcement against Service Provider with respect to Section L.5 of this Agreement.

3. **No Third Party Beneficiaries.** Except as otherwise expressly provided herein, no party other than the Parties to this Agreement, the Client, and any CBRE Affiliate under Section D.2, shall have any rights in this Agreement. The rights under this Agreement are exclusively those of the Parties to this Agreement, the Client, any CBRE Affiliate with respect to Section D.2, and Client's Affiliates and Replacement Service Provider with respect to Section L.5. There shall be no third party beneficiaries of this Agreement except as set forth in the immediately preceding sentence. Service Provider represents that it is not aware of any party claiming such rights and in the event it becomes aware of any such party claiming such rights, the Service Provider agrees to immediately notify CBRE and to indemnify on demand CBRE, and any other CBRE Indemnified Parties, as applicable.
- Z. **Audit.** Service Provider shall maintain accurate and complete records in accordance with generally accepted accounting principles that enable Service Provider to demonstrate full compliance with this Agreement. Upon prior written notice to Service Provider, CBRE and/or Client may audit and verify Service Provider's operating environment, business records, compliance with the terms and conditions of this Agreement and any applicable terms and conditions of the agreement between CBRE and Client (which shall be set out in Exhibit 9), and service capabilities (but only to the extent that they relate to the provision of Services delivered under this Agreement) during Service Provider's normal business hours to ensure that Service Provider is maintaining adequate controls and security measures, that Service Provider's billings to CBRE are correct, and that any reports required under this Agreement are accurate. Service Provider will provide CBRE and the Client with non-confidential information and access to facilities and personnel relating to the Services. If the audit discloses that CBRE has paid Service Provider for any charges not properly incurred, Service Provider shall promptly refund to CBRE, the amount of overpayment, interest at the prime rate from the date of payment, and CBRE's cost of audit.

AA. **Miscellaneous.**

1. **Headings.** The section headings appearing in this Agreement 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 Sections.
2. **Entire Agreement/Modification.** This Agreement, when fully executed, together with each Statement of Work issued by CBRE, shall supersede any and all prior and existing agreements between the Parties, either oral or in writing, and contains all the covenants and agreements between the Parties with respect to the subject matter of this Agreement. Any amendment or modification to this Agreement must be made in writing and signed by the Parties hereto through a Variation Agreement, a sample of which is attached as Exhibit 12 and is hereby incorporated by reference as a part of this Agreement.
3. **Waiver.** No term or provision of this Agreement 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. No single or partial exercise of any right or remedy under this Agreement shall prevent or restrict the further exercise of that or any other right or remedy. 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. No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

4. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same instrument. All signatures need not be on the same counterpart. Furthermore, this Agreement 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.
5. Survival. All obligations and duties under any provisions, which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to warranties, indemnifications, intellectual property (including protection of proprietary information) shall survive the expiration or other termination of this Agreement of which these provisions are made a part.
6. Authority. Service Provider warrants and represents that it is authorized to enter into this Agreement, and that the person signing on its behalf is duly authorized to execute this Agreement, and that no other signatures are necessary.
7. Legal Fees. The Parties agree that the prevailing Party shall be entitled to all costs and expenses including, without limitation, court costs and reasonable attorneys' fees, in any action commenced relating to a dispute arising under this Agreement.
8. Severability. If any part, term, or provision of this Agreement or any Statement of Work is held by any court or administrative body of a 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 this Agreement or such Statement of Work did not contain the particular part, term or provision held to be illegal, invalid or unenforceable. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
9. Interpretation. This Agreement and any Statement of Work issued hereunder shall be construed as if drafted jointly by the Parties and no provision in this Agreement shall be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In case of conflict between the English version and a locally translated version of this Agreement, the English version shall prevail

10. **Currency**. Unless otherwise specified all monetary amounts stated in this Agreement are in (refer to no. 8 of the Schedule table) and all payments hereunder shall be made in such currency unless otherwise included in a Statement of Work.

BB. **Order of Precedence**. This Agreement, all documents listed therein and subsequently issued amendments are essential parts of this Agreement and all conflicts arising therefrom shall be subject to the following order of precedence:

1. Client Required Contract Flow-Down Provisions as included in the Statement of Work;
2. This Service Agreement, Amendments to the Terms and Conditions as listed under Exhibit 1 attached herein, and any amendments to the Service Agreement in a Variation Agreement;
3. Exhibits, Addenda or Schedules incorporated as part of the Service Agreement; and
4. Statement of Works as defined in this Agreement.

This Agreement and any Statement of Work issued hereunder shall be subject to these terms and conditions to the exclusion of all other express terms and conditions (including without limitation any terms or conditions which the Service Provider purports to apply in any document whatsoever and whenever).

CC. **Client's Consent; Effectiveness**. In the event that any agreement between CBRE and Client shall require Client's approval of this Agreement, then the effectiveness of this Agreement shall be expressly subject to such approval. CBRE shall endeavor to obtain such approval within thirty (30) days after the execution of this Agreement by both CBRE and Service Provider. In the event Client does not provide such approval within such time, this Agreement shall be null and void and of no force or effect.

## **Amendment Agreement**

This Amendment Agreement (hereinafter referred to as the "Amendment Agreement") is entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of June, 2017;

### **By And Between;**

**CBRE South Asia Private Limited** a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at PTI Building ,4, Ground Floor , Parliament Street, Delhi- 110001 hereinafter referred to as ("**First Party**") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, shall include its successors, affiliates, group companies and assigns, of the **ONE PART**;

### **And;**

\_\_\_\_\_, a company incorporated under the provisions of the Indian Companies Act 1956 acting through its Director / authorized official / partner / sole proprietor, Mr. / Ms. \_\_\_\_\_ and having its registered office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "**Second Party**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns etc.) of the **OTHER PART**.

First Party and the Second Party shall be individually referred to as the "Party" and collectively as the "Parties".

### **WHEREAS**

1. First Party and the Second Party entered into \_\_\_\_\_ Agreement dated \_\_\_\_\_ ("Agreement") for the purposes of supply of goods / equipment / provisioning of Services in accordance with the terms thereof;
2. Parties hereto acknowledge that pursuant to the GST Act coming into effect, terms and conditions relating to the taxes in the Agreement is required to be amended and accordingly are entering into this Amendment Agreement capturing the applicable terms relating to GST Act;
3. The Parties have mutually agreed to amend the terms of the Agreement and have agreed to reduce their intentions into writing and accordingly are entering into this Amendment Agreement.

**NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:**

1. Rules of Interpretation

- (a) The Schedule(s) of the Agreement shall form an integral part of this Amendment Agreement.
  - (b) The headings and sub-headings are inserted for convenience only and shall not affect the interpretation of this Amendment Agreement.
  - (c) Capitalized words and expressions used herein but not defined herein shall have the same meaning as ascribed to them in the Agreement.
  - (d) All other terms and conditions of the Agreement, unless modified or amended by this Amendment Agreement, shall be applicable *mutatis mutandis* in so far as they are applicable to this Amendment Agreement.
2. This Amendment Agreement shall be effective from the date of execution of this Amendment Agreement and the provisions relating to GST shall be effective from the later date of the following, (i) 1<sup>st</sup> July, 2017; or (ii) such date as may be notified by the Central Government bringing the GST Act into effect. This Amendment Agreement shall remain valid, effective and co-existent during the effective term of the Agreement.
3. Parties hereby agree that from the Effective Date of this Amendment Agreement, the terms relating to GST mentioned in Annexure 1 to this Amendment Agreement shall be read and applicable in precedence over the terms relating to taxes mentioned in the Agreement. Accordingly, taxes wherever appearing in the Agreement shall be construed as reference to taxes under GST.
4. Notwithstanding anything contained in the Agreement or otherwise, the Second Party shall adhere to and shall comply with the requirements under the GST Act, terms of this Amendment Agreement and the GST related terms and conditions in Annexure 1 to this Amendment Agreement.
5. Miscellaneous

This Amendment Agreement, including the relevant Annexures hereto represents the entire agreement between the Parties and supersedes and cancels all previous negotiations, agreements or commitments (whether written or oral) with respect to the subject matter hereof including any memorandum of understanding. This Amendment Agreement is executed by the authorized representatives of both the Parties. Any amendment and or addition to this Amendment Agreement, or related document can be made with the consent of both the Parties and shall be valid only if made in writing, signed by authorized representatives of both the Parties.

Except as otherwise modified herein, all terms and conditions (including, without limiting the generality of the foregoing, all obligations, representations, warranties and covenants of the Parties, scope of the agreement) contained in the Agreement shall remain unaffected and shall continue to be in full force and effect. In an event of any conflict between the terms of this Amendment Agreement, and the terms of the Agreement, the terms of this Amendment Agreement, shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Agreement, by their duly authorized representatives as of the date and year above written.

Authorised signatory

For **CBRE South Asia Private Limited**

Authorised signatory

For \_\_\_\_\_

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Name:

Designation:

---

Name:

Designation:

**Witness**

1.

---

Name:

Designation:

**Witness**

1.

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Name:

Designation:

2.

2.

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Name:

Designation:

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Name:

Designation:

## **Annexure 1**

### **GST Terms and Conditions**

1. Notwithstanding anything contained in the Agreement, the following provisions in relation to the Goods and Services Tax (“GST”) shall be applicable and required to be adhered to by the Second Party.
  2. The term 'GST Act' shall mean and include Central Goods and Service Tax Act, 2017 (CGST Act), State Goods and Service Tax Act, 2017 (SGST Act), Integrated Goods and Service Tax Act, 2017 (IGST Act), Union Territory Goods and Service Tax Act, 2017 (UTGST Act), the Goods And Services Tax (Compensation to States) Act, 2017, rules made thereunder and any other GST related legislation in India for the time being in force including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, along with any revisions, amendments or re-enactments and judgments, decrees, injunctions, writs, orders issued by any Court of Record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority or any statutory or regulatory authority.
  3. The Second Party shall:
    - i. provide First Party, the valid PAN no. and state wise GST registration number(s);
    - ii. on an annual basis, the Second Party shall provide First Party a self-declaration that the Second Party is fully compliant with the GST laws, rules and regulations and the Second Party has not been black listed;
    - iii. correctly mention all requisite information, on the invoice and the GST portal, as required under the GST laws including but not limited to the correct amount, the place of supply, rate of tax, GSTIN of First Party etc.;
    - iv. on its invoices, correctly mention the purchase order number issued by First Party;
    - v. issue invoices, in compliance with the requirements under the GST laws and regulations and in a timely manner. Further it shall be the responsibility of Second Party to declare the details of the debit notes issued to First Party in their returns for the month during which such debit notes have been issued, not later than September following the end of the financial year in which supply or services was made or provided, or the date of furnishing of the relevant annual return, whichever is earlier;

- vi. ensure that the invoice raised by Second Party should reach First Party not later than 7 days from the date of issuance of invoice;
- vii. ensure that outward supply return (GSTR-1) is filed correctly and shall declare correct information on the invoice raised to First Party and GST portal; in case of any mismatch the Second Party shall promptly make amendments or such corrective measures to ensure that First Party does not suffer any loss of credit due to such mismatch;
- viii. upload appropriate invoice details on the GSTN (Goods and Service Tax Network) within the time stipulated by the GST laws or regulations;
- ix. where a tax invoice has been issued by Second Party for supply of any goods or services as the case may be, and the taxable value or tax charged in that tax invoice is found to exceed the taxable value or tax payable in respect of such supply, or where the goods supplied are returned by First Party, or where goods or services supplied are found to be deficient, issue to First Party a GST compliant credit note;
- x. within the timeline specified under the GST laws and regulations, accept the changes / addition / deletion made by First Party on GSTN portal on account of non-upload or incorrect upload of details on GSTN by the Second Party;
- xi. in the case where domestic reverse charge is applicable on supply of goods or services by Second Party to First Party under GST Act, the Second Party shall not charge any tax on invoice raised to First Party;
- xii. be solely responsible for performing all compliances and making payments of GST, cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas;
- xiii. raise invoice basis purchase order issued by First Party;
- xiv. issue GST compliant receipt voucher to First Party, where in terms of the agreement, First Party pays advance amount to the Second Party for supply of goods/ services. Further, the Second Party would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised by Second Party to First Party or the value of goods or services is less than the advance amount paid;
- xv. comply with all the requirements related to e-way bill, in case of movement of goods exceeding limit as prescribed under the GST Act;

- xvi. share the monthly information of invoices / debit notes / credit notes raised for supply of goods or services during the month, with First Party along with details of tax deposited thereon;
5. Second Party hereby acknowledges that under the Agreement, the place of supply under GST Act shall be the place of supply as determined under purchase order raised by First Party. It shall be the responsibility of the Second Party to intimate First Party well in advance in case of deviation / disagreement with the place of supply as mentioned in the PO and on rate of tax, billing location, HSN code/ SAC code and other particulars stated in PO.
6. In addition to the above, in relation to the invoices, the Second Party shall ensure that:
- i. All details relating to the Second Party (name, address, GSTIN, place of supply, SAC/ HSN code etc.) and other mandatory details are correctly mentioned on the invoice;
  - ii. invoices are raised at the correct registered premise of First Party so that First Party can avail credit and the Second Party shall ensure that the place of supply as per GST law is same as registered premise of First Party;
  - iii. in case Second Party raises the invoice on an address other than agreed, it shall be the responsibility of the Second Party to modify and rectify the invoice in a timely manner.
7. The Second Party hereby agrees to pass on the benefit of reduced prices to First Party, arising due to seamless credit admissibility and reduction in rate of tax under the GST regime. In case the Second Party defaults in passing on the benefit to First Party, First Party shall be eligible for and shall recover interest computed @18% p.a. till the time of receipt of amount of benefits accrued to Second Party due to reasons mentioned above. Further, the Second Party shall provide First Party, if requested for, a certificate from a Chartered Accountant certifying the amount of benefit to Second Party accrued on account of the above.
8. Notwithstanding anything contained in the agreement executed between the Parties, First Party will make the payment to the Second Party only after the invoice is uploaded by Second Party in GST outward supply return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to First Party. Further, the Second Party acknowledges that for claiming its payment the Second Party shall submit the following documents to First Party along with appropriate invoice:
1. E-way bills;
  2. Delivery challans;
  6. Any other document as may be informed by First Party.

9. Notwithstanding anything contained in the agreement or any modifications thereof, First Party shall be within its right to deduct tax at source from any payments to the Second Party, as prescribed under GST Act.
10. The Second Party shall indemnify, hold harmless and defend First Party, its Affiliates, directors, officers, employees, and agents (“**Indemnified Persons**”) from and against any claims, loss, costs, penalties arising out of due to the breach or due to any of the acts or omission on the part of the Second Party to comply any of the obligations mentioned above or otherwise or due to any reasons whereof First Party is not able to avail the tax credit under the GST laws and regulations.

## **Exhibit 1**

## **Amendments to the Terms and Conditions**

**Exhibit 2**  
**Definition of Services**

This is **Exhibit 2** to the Services Agreement by and between CBRE and Service Provider (the “**Agreement**”) and constitutes a profile service description for Services that may be incorporated for performance under one or more Statement of Works.

Service Provider will provide the Services as necessary in order to satisfy the Service Levels and in accordance with the Policy and Procedures Manual, the then current CBRE Standards (including CBRE standards, specifications, policies, processes and procedures relating to information technology, data entry, data management, data transmission, data privacy, security and technology, as applicable), applicable Laws, and as directed by CBRE from time to time.

**Exhibit 3**  
**STATEMENT OF WORK FOR SERVICE AGREEMENT**

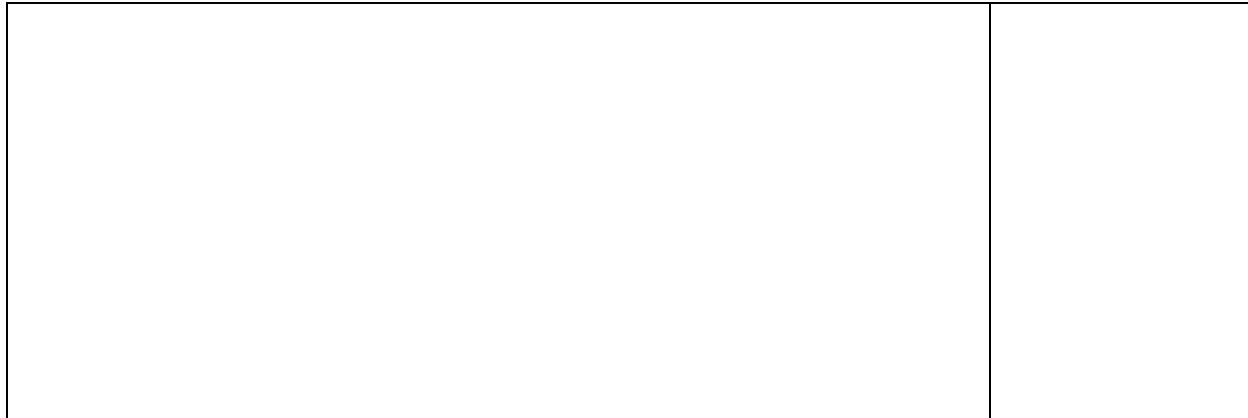
Statement of Work #:

Modification #:

SOW Date:

*This Statement of Work is issued pursuant to Service Agreement No. [REDACTED] and all Goods and Services authorized hereunder will be delivered in accordance with the terms and conditions of said Service Agreement with such terms and conditions being incorporated herein by reference with the same force and effect as if the full text were presented in its entirety. Except as otherwise expressly provided in this Statement of Work, all capitalized terms shall have the meanings ascribed to them in the Service Agreement. All Exhibits and Addenda of this Statement of Work are Incorporated Documents.*

<b>CBRE Entity:</b>		
<b>CBRE Point of Contact, Title and Contact Information:</b>	<b>Name:</b> Amit Verma <b>Title:</b> Director – Sourcing <b>Phone Number:</b> +91 124 - 4659700 <b>Email Address:</b> <a href="mailto:Amit.Verma3@cbre.com">Amit.Verma3@cbre.com</a>	
<b>Agent/Principal:</b>	<b>CBRE is Principal with respect to this Statement of Work.</b> <small>(Principal or Agent for Client)</small>	
<b>Client:</b>	Please refer PO	
<b>Service Provider:</b>		
<b>Payment Terms:</b>	____ days after receipt of invoice, subject to CBRE has received payment from Client for such Services Provider Fees	
<b>Governing Law:</b>		
<b>Term:</b>	Commencing _____ and ending_____, subject to earlier termination in accordance with the terms of the Service Agreement.	
<b>Description of Products &amp; Services</b> <i>(Specify Below and include the details Scope of Services and Price; include all applicable sales tax)</i>	<b>Amount</b>	
[Insert General Description of Services]	See Addendum 3	
<b>Attachments:</b>  <b>Addendum 1 – Statement of Works Specific Terms and Conditions</b> <b>Addendum 2 – Scope of Services</b> <b>Addendum 3 – Facility Listing</b> <b>Addendum 4 – Pricing</b> <b>Addendum 5 – Client Required Flow-down Terms and Conditions</b> <b>Addendum 6 – Change Request</b> <b>Addendum 7 – Transition Services</b> <b>Addendum 8 – As per Exhibit 10 Meeting Schedule</b>		



This Statement of Work and the referenced Service Agreement represent the entire agreement between CBRE, Inc. and Service Provider concerning the Services provided herein.

**SIGNATURES ARE ON THE FOLLOWING PAGE**

**CBRE:**

CBRE, Inc.

[Insert Account Address]

[Insert Account Address]

**SERVICE PROVIDER:**

[Service Provider Name].

[Insert Account Address]

[Insert Account Address]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum 1**  
**Statement of Work Specific Terms and Conditions**

1. *Include the language below in the SOW only if CBRE is acting as Agent for Client with respect to this Statement of Work.*

Service Provider acknowledges and agrees that CBRE is entering into this Statement of Work solely in its capacity as agent for Client pursuant to the terms of CBRE's agreement or agreements with Client. With respect to all contractual obligations, whether express or implied, entered into by and between CBRE and Service Provider, whether pursuant to this Statement of Work or otherwise, Service Provider and CBRE hereby acknowledge and agree that CBRE is entering into such obligations only in its capacity as Client's agent and with respect to any and all obligations to be discharged on behalf of Client or CBRE, Client shall be, and hereby is acknowledged to be, the exclusive obligor hereunder. In connection therewith, CBRE shall bear no obligation, express or implied, with respect thereto, and Service Provider shall not seek enforcement of any such obligation against CBRE, in CBRE's individual capacity or as Client's agent hereunder.



## **Addendum 2**

### **Scope of Services**

Service Provider shall provide the Services to CBRE and the Eligible Recipients in accordance with the Agreement (including Exhibits and Attachments thereto) as it may be modified and/or supplemented in this Statement of Work (including the Schedules and Attachments hereto).

*[include detailed description of Services to be provided, including*

- Work plan or other document detailing Services, as appropriate*
- Detail Milestones, including Critical Milestones that carry Deliverable Credits or payment triggers*
- Identify if the Services are “Strategic Services” (and if so, define the Direct CBRE Competitors and Restraint Period);*
- Define any specific infrastructure or security requirements required for Service Provider to have in place prior to performing the services.*
- Define any Warranty Period for Developed Materials*
- Define any Eligible Recipients]*

**Addendum 3**  
**Facility Listing**

Service Provider and its Affiliates and Subcontractors shall provide the Services pursuant to the Statement of Work at or from the Service Provider Facilities described in this **Addendum 2**.

**Service Provider Facilities –**

Ref #	Country	Location	Site
1			
2			

**Addendum 4**  
**Pricing**

**STATEMENT OF WORK PRICING**

Include all pricing documents in the space below

1. Pricing Forms
2. Resource units
3. Termination charges
4. Others (please add as relevant)

Upon agreement of the parties for Productivity Savings (Exhibit 4, Clause 6), Service Provider shall have \_\_\_\_ % year on year guaranteed savings.

## **Addendum 5**

### **Client Required Flow-Down Terms and Conditions**

All provisions of this Addendum 5 are intended to supplement the Agreement. Notwithstanding, any language to the contrary contained in the Agreement, in the event of a conflict between the terms of this Addendum 5 with those terms covering the same subject matter in the body of the Agreement, the terms of this Addendum shall prevail.

## Addendum 6

### Change Request Template

**CONTRACT NUMBER: CW [XXXX]**

([PROJECT WORK ORDER DESCRIPTION])

**CHANGE REQUEST #: CR [XXX]**

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This Change Request, dated \_\_\_\_\_ involves the request by [enter Requesting Party] for changes to the Services under a Statement of Work or Project Work Order (**Change**).

This Change Request does not authorize Service Provider to commence any amended Services and CBRE retains the right at all times to withdraw or reject the Change Request until such time as both parties have executed this Change Request or a formal variation to the Statement of Work or Project Work Order.

If CBRE approves the Change, and the Parties execute this Change Request, it will form a variation to the relevant Statement of Work or Project Work Order.

<b>To:</b>	[enter Requesting Party]	<b>From:</b>	[enter Receiving Party]
<b>Service Provider Contact:</b>	[Service Provider contact name]	<b>RT Contact:</b>	[RT name]
<b>Change Request Details</b>			
<b>Change Request Name</b>	[brief reference name to reflect requirement]		
<b>Date Raised</b>	[dd/mm/yy]	<b>Date Required</b>	[dd/mm/yy]
<b>Importance</b>	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	<b>Priority</b>	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
<b>Material change to existing Services</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>New service</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Description of proposed Change</b>	<i>[provide as much detail as available or reference a separate document; details to include</i> <ol style="list-style-type: none"><li>1. the Change proposed and reason for Change</li><li>2. any risks associated with the proposed Change</li><li>3. the impact to Service Levels (during and after implementation)</li><li>4. the impact to technology or infrastructure</li><li>5. the timeframe to implement</li></ol>		

	6. the roles and responsibilities of the parties ]		
<b>Charges</b>	<i>[define any changes to the Charges ]</i>		
<b>Assumptions</b>	<i>[define any assumptions]</i>		
<b>Attachments / References</b>	<i>[define]</i>	<b>Related Change Requests</b>	<i>[define]</i>
<b>Approval requirements</b>			
<b>Service Provider Approval Required By</b>	<i>[enter name/position of person with appropriate authority]</i>	<b>CBRE Approval Required By</b>	<i>[enter name/position of person with appropriate delegated financial authority or who will be impacted by the Change]</i>
<b>Signature</b>		<b>Signature</b>	
<b>Date</b>		<b>Date</b>	
		<b>CBRE Approval Required By</b>	RT Statement of Work Relationship Manager or their delegated authority
		<b>Signature</b>	
		<b>Date</b>	

## **Addendum 7**

### **Transition Services**

The Transition Plan are an inherent or necessary part of the Transition Services or are required for the proper performance of the Transition Services in accordance with the Statement of Work, they shall be deemed to be included within the scope of the Transition Services to be delivered for no additional charge, as if such services, functions or responsibilities were specifically described in the Transition Plan.

During the Transition Services Period, CBRE will perform those tasks which are designated to be CBRE's responsibility in the Transition Plan (which shall be deemed to include any services, functions or responsibilities not specifically described in the Transition Plan that are an inherent or necessary part of, or are required for the proper performance of, what are described in the Transition Plan as CBRE responsibilities) provided, however, CBRE shall not be obligated to perform any tasks during the Transition Services Period that are not set forth in the Transition Plan.

Unless otherwise agreed, CBRE shall not incur any charges, fees or expenses payable to Service Provider or third parties in connection with the Transition Services, other than those charges, fees and expenses specified in the Statement of Work and those incurred by CBRE in connection with its performance of tasks designated in the Transition Plan as CBRE's responsibility.

#### **1.1 Content of Transition Plan.**

- (a) the Service Provider shall include in the summary transition plan the following:
  - (i) a process and set of standards acceptable to CBRE to which Service Provider will adhere in the performance of the Transition Services and that will enable CBRE to determine whether Service Provider has successfully completed the transition and the activities and deliverables associated with each Critical Milestone, in accordance with the acceptance criteria specified in the Transition Plan;
  - (ii) the contingency or risk mitigation strategies to be employed by Service Provider in the event of disruption or delay;
  - (iii) any transition responsibilities to be performed or transition resources to be provided by CBRE or the Eligible Recipients; and
  - (iv) a detailed work plan identifying the specific transition activities to be performed by individual Service Provider Personnel on a weekly basis during the Transition Services Period.
- (b) Upon approval by CBRE, the detailed Transition Plan shall be appended as **Addendum 7** to the Statement of Work.

## **1.2 Performance.**

- (a) Service Provider shall provide all cooperation and assistance reasonably required or requested by CBRE in connection with CBRE's evaluation or testing of the deliverables set forth in the Transition Plan.
- (b) Service Provider shall perform the Transition Services in a manner so as to avoid or minimise to the extent reasonably possible any:
  - (i) disruption or adverse impact on the business or operations of CBRE or the Eligible Recipients;
  - (ii) degradation of the Services then being received by CBRE or the Eligible Recipients;
  - (iii) disruption or interference with the ability of CBRE or the Eligible Recipients to obtain the full benefit of the Services, except as may be otherwise provided in the Transition Plan.
- (c) Prior to undertaking any transition activity, Service Provider shall discuss with CBRE all known specific material risks and shall not proceed with such activity until CBRE is reasonably satisfied with the plans with regard to such risks (provided, however, that, neither Service Provider's disclosure of any such risks to CBRE, nor CBRE's acquiescence in Service Provider's plans, shall operate or be construed as limiting Service Provider's responsibilities under this Agreement or a Statement of Work).
- (d) Service Provider shall identify and resolve, with CBRE's reasonable assistance, any problems that may impede or delay the timely completion of each task in the Transition Plan that is Service Provider's responsibility and shall use commercially reasonable efforts to assist CBRE with the resolution of any problems that may impede or delay the timely completion of each task in the Transition Plan that is CBRE's responsibility.

## **1.3 Meetings; Reports.**

- (a) Service Provider shall meet at least weekly or at such other intervals with CBRE to report on its progress in performing its responsibilities and meeting the timetable set forth in the Transition Plan for the Statement of Work. Service Provider shall include Service Provider Personnel in such meetings as and to the extent appropriate or requested by CBRE.
- (b) Service Provider also shall provide written reports to CBRE at least weekly, regarding such matters, and shall provide oral reports more frequently if reasonably requested by CBRE. Promptly upon receiving any information indicating that Service Provider may not perform its responsibilities or meet the timetable set forth in the Transition Plan, Service Provider shall notify CBRE in writing of material delays and shall identify for CBRE's consideration and approval specific measures to address such delay and mitigate the risks associated therewith.

## **1.4 Suspension or Delay of Transition Activities.**

- (a) CBRE reserves the right, in its sole discretion, to suspend or delay the performance of the Transition Services and/or the transition of any part of the Services under the Statement of Work. If CBRE elects to exercise such right, then, to the extent CBRE's decision is based on Service Provider's failure to perform its obligations with respect to the Transition Services under this Agreement or the Statement of Work, CBRE shall not incur any additional Charges, Termination Charges or reimbursable expenses in connection with such decision.
- (b) To the extent CBRE's decision is not based on Service Provider's failure to perform its obligations under this Agreement or the Statement of Work, CBRE shall, in addition to paying any applicable Charges for Services that Service Provider continues to provide, reimburse Service Provider for any additional costs reasonably incurred by Service Provider as a result of such decision (provided that Service Provider notifies CBRE in advance of such costs, obtains CBRE's approval prior to incurring such costs, establishes a reasonable cap on such costs and uses commercially reasonable efforts to minimise such costs).

#### **1.5 Failure to Meet Critical Transition Milestones.**

The Parties acknowledge and agree that each Transition Plan under a Statement of Work may specify various Critical Milestones by which material transition activities and/or deliverables are to be completed. If Service Provider fails to meet a critical milestone, Service Provider shall pay CBRE the Deliverable Credits to cover the lost. Neither the Transition Services nor the activities and deliverables associated with individual critical milestones shall be deemed complete until CBRE's acceptance of such activities and deliverables.

#### **1.6 Termination for Cause.**

- (a) Notwithstanding the foregoing, and in addition to any other termination right CBRE may have under the Agreement or this Statement of Work, CBRE may terminate the Statement of Work in whole or in part for cause if:
  - (i) Service Provider materially breaches its obligations with respect to the provision of Transition Services under the Statement of Work and fails to cure such breach within fifteen (15) days after its receipt of notice;
  - (ii) Service Provider fails to meet a Critical Milestone by the applicable date set out in the Transition Plan and Service Provider fails to cure such failure within fifteen (15) days after its receipt of notice.
- (b) In all such events, CBRE may recover the damages suffered by CBRE or the Eligible Recipients in connection with such a termination, provided that, if such a termination is based on Service Provider's failure to meet a Critical Milestone, Service Provider shall be entitled to set-off against such damages any Deliverable Credits Service Provider has paid for the failure to meet such Critical Milestone.

#### **1. Transition Services Period:**

- a. Start Date:
- b. End Date:

## **2. Transition Services.**

- a. Description of services:** The following Transition Services shall be undertaken by Service Provider  
*[include detailed description of services to be provided]*
- b. CBRE Responsibilities:**  
*[include detailed description of services to be provided]*
- c. Deliverables.**  
*[identify all specific deliverables to be provided; Note – as appropriate, these can be identified in the attached Transition Plan or other document detailing Transition Services, as appropriate; note these should be tied to Critical Deliverables, as applicable, see below]*

## **3. Transition Plan.**

*[initially include summary transition plan which shall be replaced with a detailed final transition plan within 15 days after the Statement of Work Effective Date; ensure Statement of Work Commencement Date is defined;]*

#	Transition Stream	Transition Deliverable	Milestone Date	Interim/Final Milestone	Critical Transition Milestone	Deliverable Credit
1	[example]	[description]	[date]	[I/F]	[Y/N]	[\\$]

## **4. Transition meetings.**

*[include type, frequency and attendees]*

## **5. Transition reports.**

*[include details, frequency, media]*

## **Addendum 8**

**(Ref: Exhibit 10.4)**

<b>Governance Forum</b>	<b>Meeting Frequency</b>	<b>CBRE Members</b>	<b>Supplier Members</b>
Work Statement Relationship Meeting	Quarterly	Work Statement Relationship Manager Supply Chain Manager Other personnel as required	Work Statement Relationship Manager Other personnel as required

## **Exhibit 4**

### **Pricing**

#### **1. General**

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In addition to the requirements specified in the Service Agreement, this **Exhibit 4** contains pricing and financial provisions. There shall be no charges to CBRE except those expressly provided for in this **Exhibit 4** or the applicable Statement of Work(s).

#### **2. Assumptions**

- 
- (a) Service Provider will document any key assumptions affecting price, schedule or functionality applicable Statement of Work. If no impacts are specified, then CBRE will assume there are none.
  - (b) Service Provider shall not charge CBRE for on-call or shift differential premiums unless otherwise agreed to in a Statement of Work.
  - (c) Service Provider shall not be entitled to charge for overtime unless agreed by CBRE prior to being incurred.

#### **3. Out of Pocket Expenses**

##### **3.1 Immigration, living and equipment**

Unless otherwise specified in a Statement of Work, the charges include all immigration, living and equipment (including laptop and desktop) expenses.

##### **3.2 Travel**

CBRE shall reimburse Service Provider for Out-of-Pocket Expenses incurred for travel as required to perform the Services specified in a Statement of Work provided that:

- (a) such expenses (including an estimate of the total cost) have been agreed by the Parties in the Statement of Work or in writing prior to such expenses being incurred;
- (b) Service Provider complies with applicable CBRE travel expense policies which have been notified in writing to Service Provider.

##### **3.3 Increases tax costs**

- (a) The Parties acknowledge and agree that, in certain circumstances, Service Provider Personnel performing Services in a single location outside the city, state, province, or country in which such Service Provider Personnel are based may incur increased tax costs for which they are entitled to be reimbursed by Service Provider.

- (b) With respect to project work performed by Service Provider on a time & materials basis, CBRE agrees to reimburse Service Provider for such increased tax costs if and to the extent the applicable Statement of Work expressly provides for such reimbursement. If the applicable Statement of Work does not provide for such reimbursement, but CBRE changes the requirements of the time & materials project in a manner that prolongs the anticipated involvement of Service Provider Personnel then working on the project and thereby triggers the potential for such increased tax costs, Service Provider shall so notify CBRE via a Change Request, and shall use commercially reasonable efforts to propose means of minimising any increased tax costs to the extent legally permissible. If the Parties are unable to agree on measures to minimise such increased tax costs and CBRE nonetheless wishes to proceed with such changes, CBRE shall reimburse Service Provider for such increased tax costs. In all events, Service Provider shall use commercially reasonable efforts to minimise to the extent legally permissible any increased tax costs to be reimbursed by CBRE. For avoidance of doubt, unless otherwise agreed in a specific Statement of Work, CBRE shall not be obligated to reimburse Service Provider for increased tax costs associated with non-project work or project work on a fixed price basis.

#### **4. Non chargeable functions**

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The charges shall not include the cost of functions, including overhead functions that are provided as part of overall contract management and administration. Examples of these functions include:

- (a) performing Service Provider back office functions;
- (b) Service Provider account management;
- (c) Service Provider managers (excluding project managers, project staff, team leaders/supervisors and their immediate managers);
- (d) all transition/migration-related activities (e.g., project management, training, process implementation, governance, planning, knowledge-transfer) except where expressly listed as chargeable in a Statement of Work;
- (e) Service Level administration, monitoring, metrics/measurement implementation (other than function point counting and administration), and reporting as required by the Statement of Work;
- (f) resource management or administration, staffing, HR-related functions;

- (g) Service Provider financial teams;
- (h) all administration-related functions including administrative assistants and/or secretaries, promotion, publicity, internal management;
- (i) all management reporting to the extent required by the Statement of Work;
- (j) all planning-related activities (including technology, business, financial/budget, data centre capacity and support);
- (k) all activities to train Service Provider Personnel (other than training required by CBRE that is specific to CBRE's businesses and not general to the technology supported by Service Provider);
- (l) implementation, training of Service Provider Personnel, and customisation of standard project management processes and methodologies;
- (m) activities and tools implemented by Service Provider either at its discretion or as required to meet its obligations under the Statement of Work;
- (n) work to develop action plans as a result of any Service Level Default;
- (o) support of any chargeback or allocation of Service Provider's invoice to the extent required by the Statement of Work.

## **5. Productivity Savings**

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### **5.1 Obligation to cooperate**

From time to time, CBRE may request that the Parties work together to identify ways to achieve reductions in the cost of service delivery and corresponding reductions in the Charges to be paid by CBRE by modifying or reducing the nature or scope of the Services, the applicable Service Levels or other contract requirements.

### **5.2 Cost reduction proposal**

- (a) If requested by CBRE, Service Provider shall
  - (i) promptly prepare a proposal at a level of detail sufficient to permit CBRE to make an informed business decision regarding viable ways of achieving the desired reductions without adversely impacting business objectives or requirements identified by CBRE;
  - (ii) give due consideration to any means of achieving such reductions proposed by CBRE; and

- (iii) negotiate in good faith with CBRE about each requested reduction in Charges and, without disclosing the actual cost of providing the Services, shall identify for CBRE if and to what extent the cost of service delivery may be reduced by implementing various changes in the contract requirements.
- 
- (b) CBRE shall not be obligated to accept or implement any proposal prepared by the Service Provider in accordance with Section 5.2(a) and Service Provider shall not be obligated to implement any change that affects the terms of this Agreement unless and until such change is reflected in a written amendment to this Agreement.

## **Exhibit 5**

### **CBRE Service Provider Code of Conduct**

#### **POLICY 7.2.1 SERVICE PROVIDER CODE OF CONDUCT**

**EFFECTIVE DATE: May 20, 2016**

**REVISED:**

CBRE Group, Inc., including each of its divisions, business units, affiliates and subsidiaries, (collectively, “CBRE”) is firmly committed to conducting business with the highest integrity and in compliance with the letter and spirit of the law. As an industry leader and a responsible business, CBRE seeks to use its position to promote the highest standards for ethics and business conduct wherever CBRE operates. As a service provider of products and/or services to CBRE, your company (“Service Provider”) is critical to CBRE’s success, and in order for CBRE to provide superior services in a responsible manner, CBRE requires Service Provider to comply with this Service Provider Code of Conduct (this “Code”).

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

Service Provider is responsible for ensuring that their directors, officers, employees, agents, representatives, service providers, subcontractors, and other business partners understand, and comply with, the requirements set forth in this Code. Service Provider will promptly notify CBRE in writing of any known or suspected violation of this Code.

**Anti-bribery/Corruption.** Service Provider must compete strictly on the basis of the merits of their products and services. Service Provider must never offer, promise, authorize, or provide, directly or indirectly, anything of value (including, without limitation, business gifts or courtesies) with the intent or effect of inducing anyone (including, without limitation, a CBRE customer, CBRE employee, or higher tier or sub-tier service provider) to forego their duties and provide unfair business advantage to CBRE, Service Provider, or others. Accordingly, Service Provider will, and will cause its employees, representatives, and subcontractors to, comply with all Laws relating to anticorruption and anti-money laundering in all of the countries in which any affiliated business or associate of the Service Provider provides products or services, directly or indirectly, and any other countries in which Service Provider conducts business.

**Unfair Business Practices.** Service Provider must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of CBRE, Service Provider, or others. Accordingly, Service Provider must never rig bids, fix prices, or provide or exchange customers, CBRE’s, Service Provider’s, or others’ competitively sensitive information (including, without limitation, price, cost, and technical data) with CBRE’s competitors or competitors of Service Provider. Service Provider must also refrain from abusing

their market power, whether for their benefit or for the benefit of others, by refusing to deal fairly, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a particular product or service with that of another

product or service, or undertaking similar abusive tactics. Service Provider must not engage in other deceptive or unfair market practices, whether on behalf of CBRE, Service Provider, or others. Further, Service Provider must never make any misrepresentations relating to the products or services of CBRE, Service Provider or others. Similarly, Service Provider must never denigrate CBRE's competitors or Service Provider's competitors, or their products or services.

**Data Privacy and Information Security.** Service Provider must follow all applicable data protection, privacy and information security Laws in the countries in which it operates and be committed to respecting and protecting the privacy of individuals (including, without limitation, a CBRE customer, CBRE employee or other service provider). Service Provider may only collect personal information for business related purposes in connection with the specific services being provided to CBRE. Service Provider shall retain personal information only for as long as necessary to fulfill the business related purposes in connection with the services being provided to CBRE. Service Provider may disclose personal information to third parties only as necessary to provide services to CBRE or as may be

required by Laws and Service Provider shall take all appropriate actions to ensure that a third party protects personal information that CBRE discloses to it. Service Provider shall collect, use, maintain, disclose (internally and externally), and destroy personal information in a manner that limits the risk of loss, theft, misuse, or unauthorized access. Service Provider shall dispose of personal information upon the completion of services to CBRE or when no longer needed for the business related purposes.

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

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

1. *Child Labor.* Service Provider will not engage in or condone the unlawful employment or exploitation of children in the workplace. Service Provider will be committed to combating the exploitation of children, and therefore prohibit any use of child labor with any vendor, service provider or other third party arrangements. Service Provider will work

to raise awareness internally of such exploitation and cooperate with law enforcement authorities to address any such instances of which Service Provider becomes aware.

2. *Human Trafficking, Slavery and the Right to Voluntary Labor.* Service Provider will respect the free choice of all persons and strictly prohibit forced or compulsory labor for any employees. Service Provider will not do business with, tolerate, or associate with organizations or entities that condone or are engaged in the practice of coercing or imposing work with little or no freedom of choice. Service Provider will comply with the UN Guiding Principles on Business and Human Rights, and will work to raise awareness within its employee population of Service Provider's responsibility to protect human rights. Service Provider will cooperate with law enforcement to address such instances that come to the attention of Service Provider.

3. *Freedom Against Prejudice and Discrimination.* Service Provider will strive to maintain an inclusive workplace free of harassment and discrimination based on a person's status such as race, color, religion, national origin, gender, sexual orientation, gender identity, age, disability, veteran or military status or other characteristics protected by Law. Service Provider will ensure that it has requisite policies and practices in place to foster a harassment and retaliation free environment.

4. *Safe and Secure Workplace.* Service Provider will be dedicated to providing a safe and safe workplace for all of its employees, and prevent accidents to employees, customers, and visitors. Service Provider's leadership will ensure compliance with this commitment in every location and facility in which Service Provider operates.

5. *Working Hours and Wages.* Service Provider will comply with all Laws dealing with the wages Service Provider pays its employees and the hours they work. As appropriate, Service Provider's policy will be further defined at the regional and country level to prevent the exploitation of the local workforce. Service Provider will be committed to being an ethical employer that strives to improve labor standards, respects its employees' contributions, and rewards them fairly.

6. *Freedom of Association.* Service Provider will respect the rights of employees and comply with all Laws concerning freedom of association and collective bargaining.

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

medical treatment; and (iv) investigate and implement corrective actions to eliminate their causes.

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

**Gifts and Gratuities.** Except as otherwise expressly provided herein, Service Provider shall not give to or receive from any director, employee, or representative of CBRE any gift, entertainment, or other favor of material value, or any commission, fee, or rebate.

**CBRE Compliance Verification.** CBRE does not assume any duty to monitor or ensure compliance with this Code. Service Provider acknowledges and agrees that Service Provider is solely responsible for full compliance with this Code by Service Provider's directors, officers, employees, representatives, service providers, contractors, and other business partners. Service Provider will nonetheless permit CBRE and/or its representatives to assess Service Provider's compliance with the expectations set forth in this Code when rendering services or furnishing products for CBRE. Such assessments may include, without limitation, on-site inspection of Service Provider facilities and review of related Service Provider information, including books, records, certifications, permits, and other documentation evidencing Service Provider's compliance with this Code. Service Provider will also fully cooperate with CBRE in such assessments, and Service Provider will promptly correct any non-conformances identified during such assessments.

In the event that this Code conflicts with the terms of any Service Provider contract with CBRE, and the contract term is more restrictive than this Code, the Service Provider must comply with the more restrictive term of the contract.

For questions or concerns about this Code, including its application to specific circumstances in connection with your organization's performance of work for CBRE, or to report any suspected violations of this Code, please contact your CBRE representative.

## **Exhibit 6**

### **Drug Testing and Background Investigation Requirements for Service Provider Personnel**

1. To the extent permitted by Applicable Laws, Service Provider will conduct background investigations consistent with Services Provider's then-current background investigation policy, which shall as a minimum meet the requirements of this Exhibit, for all newly hired Service Provider Personnel regularly involved in the provision of Services to CBRE or at a Facility.
2. Service Provider will provide verification to CBRE that it performed background investigations for all Service Provider Personnel regularly involved in the provision of Services at the time such Service Provider Personnel were hired by Service Provider or at some subsequent time that is prior to their regular involvement in the provision of Services to CBRE; provided however, that CBRE and Service Provider may mutually agree on certain roles that require an updated background investigation at the time of regular involvement in the provision of Services due to the nature of the particular Services to be provided (including security guards, prior to first shift at a Facility). The outcome of such investigations shall be provided to CBRE upon request unless prohibited by Applicable Laws.
3. Service Provider and CBRE may mutually agree on certain roles that do not require any type of background investigation. Service Provider shall not provide any Service Provider Personnel with access to any Facility prior to the completion of such background investigations under this Exhibit and verification to CBRE of the same.
4. Service Provider Personnel who have been providing Services to the Facilities under a predecessor agreement between CBRE or Client and Service Provider shall not be required to undergo background investigations pursuant to this Exhibit unless CBRE indicates otherwise. Background investigations under this Exhibit will be conducted by Service Provider in accordance with applicable national law and at a minimum shall include the following:
  - (a) verification of National Insurance Number and eligibility for employment in the country in which the employee will perform the Services;
  - (b) a search of driving record conducted in the individual's current place of residence and prior place of residence; and
  - (c) a criminal history search conducted in the employee's current place of residence and prior place of residence (if applicable) and current and previous work locations, in each case during the immediately preceding seven (7) year period.
5. Where permitted by Applicable Laws, Service Provider will require Service Provider Personnel to successfully pass the following drug testing prior to being allowed access to Client Facilities or performing the Services: a five (5) panel drug test which will include testing for use of marijuana, cocaine, amphetamines, PCP and opiates.

**Exhibit 7**  
**Insurance Requirements**

1. Professional Liability (if applicable). Professional Liability coverage with limits of US\$1,000,000 for each claim.

**Exhibit 8**  
**As Applicable**

## **Exhibit 9**

### **Local Country Agreement**

**This is not applicable as the service partner does not have any regional contract in place.**

**EXHIBIT 10**  
**GOVERNANCE MODEL PRINCIPLES**

**1. Introduction**

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This is **Exhibit 10** sets out the governance structure for the Agreement and each Statement of Work; the roles and responsibilities of both Parties to maintain a working relationship; and the type, content and frequency of Agreement review meetings that will be held.

**2. Attachments**

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The following Attachments are attached to this Exhibit and are hereby incorporated by reference:

**Attachment A: Governance Framework.** This Attachment sets forth the governance framework, including meetings, agendas, attendees, etc.

**3. Roles and Responsibilities of Key Governance Team Members**

---

The Parties shall agree the roles and responsibilities of key governance team members in relation to a Statement of Work in the applicable Statement of Work.

**4. Meetings Schedule Summary**

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The key governance meetings include:

Governance Forum	Meeting Frequency	CBRE Members	Service Provider Members
Strategic Management Meeting	Annually, or as required	<u>Mr. Pulak Bhaumik</u> <u>Amit Verma</u> CBRE Relationship Manager CBRE Relationship Manager CBRE executive personnel as required	<u>Mr.</u> Service Provider Relationship Manager Service Provider executive personnel as required

Global Relationship Meeting	Monthly (+ every quarterly mtg includes performance review / contract compliance)	CBRE Relationship Manager CBRE Relationship Manager Other personnel as required	Service Provider Relationship Manager Other personnel as required
Statement of Work Relationship Meeting	Quarterly	Work Statement Relationship Manager Supply Chain Relationship Manager Other personnel as required	Work Statement Relationship Manager Other personnel as required

## 5. Issue Escalation Procedures

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- (a) From time to time, issues will arise that cannot be resolved at the various levels of management within the CBRE and Service Provider teams. These issues may include the obligations of a Party, performance issues, commercial issues, personnel issue, or other issues. Both Parties' primary objective and intent is to have issues resolved by the appropriate levels of authority without the need for escalation. The issue escalation procedure will be defined in the applicable PPM.

### **Attachment A: Governance Framework**

<b>Governance Forum</b>	<b>Meeting Frequency</b>	<b>CBRE Members</b>	<b>Service Provider Members</b>

## **Exhibit 11**

### **Local Terms**

The following terms and conditions amend provisions of the Service Agreement to bring the conduct of the parties' or the parties' Affiliates' transactions into conformity with local law and practice.

1. **India.** The following amendments apply where the applicable Statement of Work originates in India:

1.1. Local Service Provider shall comply with its data protection obligations in Section L of the Agreement in accordance with the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

1.2. The Statement of Work shall be governed by and construed in accordance with the laws of India. Any dispute in relation to the Statement of Work shall be resolved through arbitration in accordance with the provisions of the 'Arbitration and Conciliation Act, 1996'.

1.3. Section F.2 (Service Provider's Compensation – Invoicing Instructions) shall have the following additional sub-paragraph:

"The Service Provider shall, together with the invoice for the preceding month, submit copies of ESI and PF challans of its staff for the previous month's salary disbursement in order to receive prompt and timely payment. The ESI/PF details of the salary disbursement made towards the pertaining site shall be produced separately."

1.4. Section G.1.a (Termination for Convenience) shall be revised as underlined below:

"G. Termination.

1. Termination for Convenience.

a. CBRE may terminate this Agreement and/or any Statement of Work, either in whole or in part, and with respect to one or more of the Facilities, without liability, fee or penalty, at any

time and without cause upon **fifteen (15)** days prior written notice to Service Provider. In the event CBRE's services have been terminated by Client or CBRE's agreement with Client expires, and either Client or Client's designee determines to continue this Agreement and require Service Provider to continue to perform Services hereunder, CBRE will not be subject to any fee, liability or penalty as a result thereof, and CBRE shall have no responsibility to Service Provider whatsoever after the date upon which CBRE shall no longer provide services to Client.”

1.5. Section H.2 (Service Provider Representations and Warranties) shall have the following additional sub-clause:

“14. it will fulfil all statutory requirements related to labour issues including but not limited to the provisions of The Minimum Wages Act 1948, The Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Payment of Bonus Act 1965, The Employees' State Insurance Act 1948, The Employees' Provident Funds & Miscellaneous Act 1952, The Workmen's Compensation Act 1923, and all other applicable labour laws including any amendments or enactments thereof applicable to the Services at Service Provider's own risk and cost in respect of persons employed by the Service Provider. The Service Provider shall comply with, and maintain the required records under, various laws and the authorized representative of CBRE and/or Client shall be entitled to inspect these records at any time. The Service Provider shall be responsible for any loss, suffered by CBRE, due to non-compliance of statutory provisions, as detailed by the Service Provider. CBRE shall be entitled to deduct and recover such loss from the amounts payable to the Service Provider under this Agreement and the relevant Statement of Work.”

1.6. Section K.2(o) (Data Protection – Service Provider Data Protection Obligations) shall be deleted.

1.7. Section N (Taxes) shall be revised as underlined below:

**N. Taxes.** Service Provider shall pay any and all Taxes upon receipt of payment for same from CBRE. CBRE and Client shall be allowed to withhold from amounts payable to Service Provider hereunder all Taxes and other charges required to be withheld by law. Service Provider shall take such actions and cooperate with CBRE and Client to the extent necessary

to ensure that CBRE will be treated as a purchasing agent for Client and that the purchase and/or provision of materials, equipment and Services under this Agreement qualify for any applicable manufacturing, resale, or other tax exemption, and where an exemption is not available, the Taxes thereon are minimized. Service Provider shall prepare, execute, file as necessary and retain resale, exemption and similar certificates, and reflect dealer, vendor, CBRE and Client exemption or similar numbers on its invoices or billings as necessary to exempt or minimize Taxes on goods and Services provided under this Agreement. The Service Provider undertakes that it has secured the required registration(s), which is/are in full force and effect and no action or claim is pending nor threatened to revoke or terminate such registration(s) or declare such registration(s) as invalid. The Service Provider shall periodically pay its tax liabilities in compliance with the Applicable Laws in connection with the Services performed by the Service Provider under this Agreement, such that CBRE is entitled to claim such credit of input tax with respect to the Services performed by the Service Provider under this Agreement as permitted under the Applicable Laws. The Service Provider hereby undertakes that it will issue the tax invoices within the statutory time limits as prescribed under the Applicable Laws and in the manner and with all the prescribed particulars as are required to be specified as per the Applicable Laws. The Service Provider hereby undertakes that ‘the address / location’ of CBRE to which the invoice will be issued by the Service Provider will be as per the address mentioned in the relevant Statement of Work issued by CBRE. Post performance of Services under this Agreement, the Service Provider shall cooperate with CBRE and provide any information that may be reasonably requested by CBRE in connection with claiming such credit of input tax under the Applicable Laws such as tax invoice or debit note issued by the Service Provider or such other taxpaying document(s) as may be required as proof of payment of applicable Taxes by the Service Provider. Where, transactions in respect of which CBRE has claimed input tax credit are notified as unmatched vis-à-vis the corresponding disclosures made by the Service Provider in its periodic returns, the Service Provider would extend necessary assistance including inter alia carrying out revision/ rectification of its returns, to enable CBRE to retain such claimed credits. Service Provider shall be solely responsible for any penalties or interest resulting from Service Provider’s failure to file proper tax returns or promptly to remit to the

appropriate taxing authorities Taxes or other payments made to Service Provider by Client under this Agreement and Service Provider agrees to indemnify on demand, defend (promptly and diligently, at Service Provider's sole expense with attorneys satisfactory to CBRE and Client) and hold harmless CBRE and Client against any Claims (as hereinafter defined) that any Indemnified Party (as hereinafter defined) may suffer, sustain or incur as a result of Service Provider failing to do so. **CBRE shall be entitled to deduct any such loss from the amounts payable to the Service Provider under this Agreement.** This Section shall survive the expiration or termination of this Agreement.

1.8. Section V.4 (Mediation, Governing Law, and Jurisdiction) shall be revised as underlined below:

“V.4 Jurisdiction. Subject to Section V.1, each of the Parties agrees to submit to the exclusive jurisdiction of **Indian courts.**”

1.9. Section X (Limitation of Liability) shall add the following sub-clause:

“3. CBRE's total liability to the Service Provider, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement and/or relevant Statement of Work shall be limited to fees payable by CBRE as at the date of the claim under this Agreement or the relevant Statement of Work, as the case may be.”

1.10. Exhibit 6 (Drug Testing and Background Investigation) shall be renamed “Background Investigation”.