

SERVICE AGREEMENT

for

[Insert Service/Goods Purchased]

THIS SERVICE AGREEMENT (this “Agreement”), dated as of **[Insert Date]** (“Effective Date”), is entered into by and between **CBRE, Inc.**, a Delaware corporation (together with each of its Affiliates “CBRE”), and **[Insert name of Service Provider]**, a **[Insert entity type (Corp., Inc., LLC,) and State of Registration]** (together with its Affiliates “Service Provider”). CBRE and Service Provider may be referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, CBRE has entered into one or more contracts with Client for the performance of certain facility management 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 Properties listed on Exhibit 2 attached hereto and made a part hereof and at other Properties 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.**

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 or Client, as applicable.

2. “Applicable Laws” means all applicable federal, state, and local statutes, laws (including the common law), ordinances, rules, codes, and regulations governing Service Provider, the Services and the Properties, 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, the U.S. Foreign Corrupt Practices Act, U.S. import and export control laws, local anti-corruption laws, laws prohibiting the payment of commercial or private bribes, and any other applicable anti-corruption laws.

3. “CBRE Indemnified Parties” means (i) CBRE and its officers, directors, shareholders, employees, agents, representatives, successors, and assigns, and (ii) Client and its officers, directors, shareholders, employees, agents, representatives, successors, and assigns.

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4. “Client” means Honeywell International, Inc. and its Affiliates.

5. “Client Data” means all data and information, in any form, provided or made available to Service Provider by or on behalf of Client or otherwise obtained or created by Service Provider for or on behalf of Client 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.

6. “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 supplier 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 Information and Client Data.

7. “Property(ies)” means the real property and buildings of Client, listed in Exhibit 2, as such may be amended from time to time in accordance with this Agreement.

8. “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 Applicable Laws.

9. “KPIs” means those certain Key Performance Indicators or Service Levels, if any, set forth in Exhibit 1-A, if applicable.

10. “Personal Information” means (i) any “non-public personal information” under the Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute to such Act, and the rules and regulations thereunder; (ii) is defined as “personal data” under the European General Data Protection Regulation (GDPR) or any implementing or related legislation of any member state in the European Economic Area (if applicable); (iii) is defined as “Personal Information” under the California Consumer Privacy Act 2018; or (iv) any information deemed to be protected health information” as such term is the defined in 45 CFR § 160.103, as amended; or (iv) alone or in combination with other information, can be used to identify a specific, identifiable individual person. Personal Information includes, but is not limited to, individual names, signatures, social security numbers, telephone numbers, home addresses, health information, driver’s license numbers, account numbers and other account information, email addresses, vehicle registration numbers, credit reports, demographic information, financial and

other personal data, transaction information, and lists of individual customers, employees or investors.

11. “Service Provider Personnel” means: (a) the officers, employees, suppliers, subcontractors and agents of Service Provider; and (b) the officers, employees, and agents of Service Provider’s suppliers or subcontractors.

12. “Services” means the goods or services provided by Service Provider purchased by CBRE under this Agreement as set forth in Exhibit 1, including all related deliverables and all labor, 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.

13. “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 law 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.

14. “Work Order” means any written document, including a purchase order, issued by CBRE authorizing Service Provider to initiate performance of the Services identified in this Agreement and also establishes payment authority for CBRE’s internal accounting purposes.

B. **Term of Agreement.** The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and shall continue through the end of the day immediately preceding the Insert Agreement Term anniversary date of this Agreement, unless sooner terminated pursuant to the terms of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically be extended on a month-to-month basis (all such renewals together with the Initial Term, the “Term”) 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 Work Order entered into pursuant to this Agreement, or the time for performance of any Services performed pursuant to that certain Work Order extends beyond the expiration or termination date of this Agreement, this Agreement shall continue to apply to such Work Order and the terms of the Work Order shall remain unchanged and in effect until expiration or termination of the Work Order.

C. **Services.**

1. **Provision of Services.** Service Provider shall perform the Services in accordance with the standards and methods identified in this Agreement, or, if none are 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. The Services include all direct and indirect services, functions or responsibilities necessary for the proper performance and provision of the Services. All Services shall be performed with the degree of care, skill, diligence, professional knowledge, judgment and expertise consistent with the applicable work practices and professional industry standards in accordance with the requirements and specifications set forth in this Agreement. Further, in performing under any Work Order issued pursuant to this Agreement, and without limiting its other obligations hereunder, the Service Provider shall perform the Services so as to achieve any applicable KPIs. All Services shall be subject to the Client Required Contract Flow-down Provisions, if any, as set forth in Exhibit 7.

2. No Exclusivity. Service Provider understands and agrees that CBRE does not guarantee any volume of Services or minimum or maximum number of Work Orders that may be issued to Service Provider for Services under this Agreement and CBRE retains the right to enter into service agreements for similar services with any other service providers.

3. 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.

4. 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 Properties and charge Service Provider's account (whether directly or by way of set off, as provided in this Agreement) all related costs, including any costs or penalties incurred by CBRE.

5. Timely Performance. Where this Agreement or a Work Order 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 Work Order, Service Provider shall promptly notify CBRE's designee and include all relevant information concerning the delay or potential delay.

6. Hazardous Materials. If Service Provider becomes aware of or suspects the presence of Hazardous Materials at the Properties, 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 Properties will comply with all applicable local, state and federal environmental 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.

7. Risk of Loss. 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.

D. Change Process. CBRE may, at any time, 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 a fully executed Change Notice. Service Provider may provide CBRE with a draft Change Notice for CBRE's consideration. All Change Notices from Service Provider shall provide full details of the proposed Changes. Service Provider shall provide CBRE the Change Notice at least two (2) months prior to the implementation date of any proposed change. Unless CBRE provides written acceptance in a Change Notice, within thirty (30) days of receipt of the Change Notice, Service Provider shall not implement the Change. If Service Provider does not follow this 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.

E. Service Provider's Compensation.

1. Service Provider Fees. Service Provider's compensation for the Services and eligible reimbursements shall be as described herein and in individual Work Orders ("Service Provider Fees"). Except as expressly provided thereunder, 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 6 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, to the extent commercially reasonable, within thirty (30) days of completion of the related Services. Notwithstanding any other provision of this Agreement, Service Provider acknowledges and agrees that invoices for Services rendered pursuant to this Agreement must be received 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 be deemed to be untimely. CBRE reserves the right to submit any untimely Service Provider invoice to Client and seek to have the Client pay the invoice. If the Client elects to pay such invoice, CBRE shall pay Service Provider no later than fourteen (14) calendar days after CBRE receives payment from Client. For valuable consideration, the receipt of which is acknowledged by Service Provider, Service Provider agrees that submission of an untimely invoice for Services performed that is rejected by CBRE and Client shall constitute a full and complete release of any claims by Service Provider, whether legal or equitable, and Service Provider waives its right to pursue any action, whether legal or equitable, arising out of this

Agreement, against CBRE or Client and their respective officers, shareholders, directors, partners, employees or agents, including any otherwise applicable lien rights. 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 suppliers, as applicable.

3. Payment. Any undisputed sum due to Service Provider pursuant to this Agreement will be payable to Service Provider approximately ninety (90) calendar days after CBRE approval of an invoice from Service Provider meeting the requirements of this Agreement. Notwithstanding the foregoing or any language to the contrary contained in this Agreement, to the extent permitted by Applicable Laws, Service Provider expressly acknowledges and agrees that any undisputed Service Provider Fees that otherwise would be owed to Service Provider under this Agreement are expressly and unequivocally contingent upon both (a) receipt by CBRE of payment from Client for such sum, and (b) CBRE's and Client's acceptance of Service Provider's Services (each of which is a condition precedent to any obligation of CBRE to pay Service Provider). Service Provider recognizes and agrees that the foregoing provision means that all Service Provider Fees owed to Service Provider hereunder are subject to Client's credit risk and ability to pay, and Service Provider will not be paid unless and until CBRE has received payment from Client for any such Services Provider Fees.

4. Service Provider Obligations. Upon receipt of payment, Service Provider shall promptly pay all bills for labor 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. If CBRE receives notice that Service Provider is delinquent in its payment obligations to its subcontractors and upon providing prior written notice to Service Provider and an opportunity to resolve the payment deficiency, CBRE shall have the right to issue direct payment to a Service Provider subcontractor or other third party engaged by Service Provider which performs a portion of the Services on behalf of Service Provider if Service Provider has not paid its subcontractor or has provided an acceptable reason for non-payment within the time set forth by CBRE in its notice to Service Provider. The issuance of any direct payment to a Service Provider subcontractor pursuant to this provision shall not create any contractual, third party beneficiary or other relationship between CBRE and such subcontractor or third party. CBRE may withhold or off-set from any payment owed to Service Provider any amount due to CBRE from Service Provider under this Agreement.

F. **Termination or Suspension.**

1. Termination or Suspension for Convenience. CBRE may terminate or suspend this Agreement and/or any Work Order, either in whole or in part and with respect to one or more of the Properties, 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

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thereof. For clarity, 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 Work Order, 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 thirty (30) 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 Work Order, either in whole or in part with respect to one or more of the Properties, 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 Work Order 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. Further, in the event a petition is filed by or against Service Provider under the United States Bankruptcy Code or any similar state or federal law, or if Service Provider is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or if a receiver is appointed for Service Provider, CBRE may terminate this Agreement immediately thereupon. 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 and received by CBRE. If CBRE terminates this Agreement, or any Work Order hereto, for cause under this Agreement and it shall be determined that CBRE’s termination was wrongful or unjustified, such termination shall be deemed to have been a termination for CBRE’s convenience under Section F.1.

4. Termination Assistance. Upon the expiration or termination of this Agreement and/or any Work Order, 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. 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.

G. 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 state 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 mature, 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 Properties 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 Properties or that may otherwise affect the cost or difficulty of performing the Services, the labor, 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. 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;
8. it will comply with the Applicable Laws in its provision of the Services;

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9. Service Provider Personnel 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;

10. none of the Services or Service Provider owned materials applicable to the Services will infringe upon the proprietary rights of any third party;

11. it will not hold itself out as the exclusive representative of, or supplier to, CBRE or Client; and

12. it shall maintain appropriate backup, contingency, and remedial plans necessary to ensure Service Provider's continued performance under this Agreement despite labor disturbances, strikes, lockouts, transportation problems, technology problems, equipment breakdowns, and similar events.

All representations, warranties and indemnifications made or given by Service Provider herein, together with any and all causes of action and other rights and remedies which Client may have as a result of breach of any term or condition, representation or warranty of this Agreement or Work Order, shall survive any expiration or termination of this Agreement.

H. **Service Warranty.**

1. **Labor, Material and Equipment 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 it has good title in the same and Service Provider warrants that they are delivered free and clear of any and all encumbrances. Service Provider further warrants that all materials, equipment and labor 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 Work Order 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 Work Order 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.

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3. No Liens. To the extent allowed by Applicable Laws, Service Provider acknowledges that the Services do not constitute “improvements” or meet any similar definition that lends itself to ownership rights of Service Provider or otherwise enables Service Provider to avail itself of any lien statutes. Service Provider shall not file nor permit any person or entity furnishing labor, equipment, supplies, or materials to Service Provider or any person or entity acting for or under Service Provider to file any liens against CBRE, the buildings or the Properties on which the Services are to be performed, including, but not limited to, laborers', materialmen's, construction and mechanics' liens or similar restrictions. Service Provider shall furnish CBRE, upon request, affidavits of account status and lien releases as may be required by CBRE.

4. CBRE Lien Remedies. If at any 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 or 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 all claims and liens that is satisfactory to CBRE and, in addition, require Service Provider to 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 offset 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.

I. 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 Applicable Laws with respect to any Services and/or performance of this Agreement. Service Provider and Service Provider Personnel shall, in connection with performance of 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 Supplier Code of Conduct. Service Provider shall comply with the Supplier Code of Conduct set forth on Exhibit 3 attached hereto and made a part hereof.

4. U.S. Patriot Act. Service Provider represents and warrants that it is in full compliance with the **USA Patriot Act** of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), and that neither Service Provider nor any employee, officer or director of Service Provider has been designated as a “specifically designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website,

<http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list, and Service Provider is currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any related statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action relating thereto.

5. Equal Employment Opportunity. This Agreement is subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this Agreement by reference, **as applicable**. In addition, this Agreement is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, **as applicable**. **The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.** The regulations that are cited in these provisions also involve equal employment opportunity and affirmative action related to race, ethnicity, gender, persons with disabilities, certain categories of veterans; and, union-employee notice requirements.

6. Sarbanes-Oxley. When applicable to the Service Provider, Service Provider shall comply with Sarbanes-Oxley (Public Law 107-204) (“SOX”) and any CBRE or Client written policies related to SOX compliance, and any non-compliances or deficiencies related to the provision of Services will be immediately reported to CBRE. CBRE and/or Client shall maintain the right to review Service Provider’s operations, systems, files, processes or other matters related to the Services for SOX compliance that may impact the Services or Service Provider’s ability to perform the Services to the extent allowed by U.S. securities laws and regulations.

7. California Consumer Privacy Act 2018 (“CCPA”). With respect to any Personal Information processed by Service Provider pursuant to the delivery of the Services under this Agreement, Service Provider shall not (a) sell any Personal Information disclosed to it by CBRE; (b) retain, use, or disclose any Personal Information disclosed to it by CBRE for any purpose other than for the specific purpose of performing the Services pursuant to this Agreement or as otherwise provided in the CCPA; (c) retain, use, or disclose any Personal Information outside of the direct business relationship between Service Provider and CBRE, except as may be provided in the CCPA; and (d) Service Provider certifies that it understands the restrictions set forth in subparagraph (A) of Section 1798.140(w) of the CCPA and will comply with those restrictions.

8. Immigration Reform and Control Act of 1986. Service Provider represents and warrants that it shall fully comply with the Immigration Reform and Control Act of 1986 (IRCA) which legally mandates that U.S. employers verify the employment eligibility status of newly-hired employees.

J. **Service Provider Personnel.**

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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 immediately remove 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 Properties as provided in subsection 3 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 Property, 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 Properties, 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. Drug Testing/Background Checks. To the extent permitted by Applicable Laws, Service Provider acknowledges, warrants and represents that it will comply with the Drug Testing and Background Investigation for Service Provider Personnel set forth in Exhibit 4 to this Agreement.

4. Service Provider Personnel Not Employees of CBRE. All Service Provider Personnel will be and remain employees of Service Provider or its subcontractors, as applicable, 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.

5. Conduct of Service Provider Personnel. Service Provider will ensure that the Service Provider Personnel, while at any Properties, (a) comply with all Property, federal, state or local safety, health and security rules and regulations, and other instructions of CBRE and Client, when performing Services at a Property, and shall conduct their work at Properties 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.

6. Service Provider Personnel Safety. Service Provider shall use commercially reasonable precautions to prevent injury to its Service Provider Personnel and others on or about the Properties and shall comply with all safety regulations required by the applicable health and safety rules, regulations and laws (e.g., the U.S. Occupational Safety and Health Act) or by any other governmental authority, local law or safety regulation having jurisdiction over CBRE, Service Provider, the Services or the Properties. Service Provider agrees to abide by and ensure that Service Provider Personnel abide by the CBRE Health, Safety, and Environment (HSE) Requirements attached hereto as Exhibit 8, 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. 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.

K. 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 Work Orders. Nothing in this Agreement, in any Work Order or any Service Provider subcontract shall create any contractual relationship or liabilities between any Service Provider Personnel 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.

L. Taxes. Unless CBRE provides Service Provider with a valid tax exemption certificate, Service Provider shall charge to CBRE as a separate line items in its invoices any and all Taxes applicable to the Services. Notwithstanding the foregoing, Service Provider shall not provide a separate line item for Taxes paid to suppliers of goods, materials, and equipment for which Service Provider is deemed to be the end user under applicable laws. Any Taxes due in connection with the performance of the Services shall be the responsibility of Service Provider to remit to the appropriate tax authority upon receipt of same from CBRE. CBRE 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 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 CBRE

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under this Agreement and Service Provider agrees to indemnify, defend and hold harmless the CBRE Indemnified Parties from any claims arising from its failure to do so. This Section shall survive the expiration or termination of this Agreement.

M. Assignment and Subcontracting.

1. Assignment. Any assignment, encumbrance, delegation or subcontract, whether in whole or in part, of this Agreement made without the express written consent of CBRE shall be null and void *ab initio*. CBRE may, without the consent of Service Provider, and at CBRE's sole discretion, freely assign or novate its interest in this Agreement and/or in any Work Order.

2. Subcontractors. 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 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.

N. Insurance Requirements. During the Term and as otherwise required under this Agreement, Service Provider shall provide the minimum amounts and scope of insurance coverage set forth in Exhibit 5 to this Agreement with such Exhibit hereby being incorporated by reference as a material requirement of this Agreement and 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 in insurance policies with minimum amounts of coverage as set forth in Exhibit 5 which must comply with the requirements set forth below:

1. License/Rating. All insurance policies shall be in customary forms and shall be issued by companies authorized to do business in the states where the Services are performed and rated "A-," FSC Class VIII or better by the most current A. M. Best's Insurance Reports.

2. 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 <http://screening.cbre.com/>. 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 Work Order 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.

3. 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.

4. Additional Insured Endorsements. All certificates of insurance provided under this Agreement shall include copies of endorsements to Service Provider's commercial general liability, workers compensation and automobile policies that include the CBRE Indemnified Parties as additional insured(s) on appropriate ISO 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.

5. 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.

6. 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.

7. Waiver of Subrogation. To the fullest extent permitted by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation against the CBRE Indemnified Parties.

8. Additional CBRE Rights. The failure to secure and maintain or add by endorsement the 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.

O. Indemnification and Settlement.

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

- a. any personal injuries, including death, or property damages resulting from Service Provider's work or presence on the Properties or other work site caused by the negligent acts, errors or omissions, intentional misconduct or fraud of Service Provider or Service Provider Personnel, whether active or passive, whether in the provision of the Services, failure to provide any or all of the Services or otherwise;
- b. any alleged or actual breach of this Agreement by Service Provider or Service Provider Personnel;
- c. assertions under workers' compensation or similar employee benefit acts by Service Provider or its employees or agents, and/or any failure by Service Provider 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;
- e. claims by any Service Provider employee or employees of Service Provider subcontractors, including, without limitation, for bodily injury or wrongful discharge; and/or;
- f. 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.

2. **Scope of Indemnity.** 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.

3. **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.

P. **Waiver of Indirect Damages and Limitation of Liability.** In no event shall CBRE be liable to Service Provider for any lost or prospective profits or any other punitive,

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consequential, incidental or indirect loss or damage, whether based in contract, strict liability, tort or otherwise, with respect to this Agreement or any Work Order regardless of the foreseeability or the cause thereof. CBRE's total liability for damages, or otherwise, resulting from its performance or nonperformance under this Agreement or with regards to any other obligations/responsibilities herein shall not exceed the Service Provider Fees paid or payable under this Agreement

Q. Confidentiality Obligations

1. 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, 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 servicemarks 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 or use any information identifying CBRE or Client or relating to this Agreement or any Property without the prior written consent of CBRE.

4. Injunctive Remedies for Breach. 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. Service Provider acknowledges and agrees that CBRE shall be entitled to injunction(s) to prevent breaches of this Section and to specifically enforce the terms and provisions of this Section, 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, 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.

R. 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 Service Provider, subcontractors or any combination thereof, 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, and considered to be works made for hire and owned by CBRE and Client. If any such Deliverables may not be considered a work made for hire under Applicable Laws, 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 will have the right to obtain and hold in their own name any intellectual property rights in and to such Deliverables. 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 are not considered to be a work made for hire 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 Work Order.

S. **Mediation, Governing Law and Jury Trial Waiver.**

1. **Dispute Resolution.**

- a. The following table sets out the representatives of CBRE and the name at each level of escalation for the resolution of disputes under this Agreement:

First Level	Title of Representative
CBRE:	Account Alliance Director
Service Provider:	_____

Second Level	Title of Representative
CBRE:	Sr. V.P. – Global Sourcing
Service Provider:	_____

- b. Each representative shall be the person or group of persons holding the relevant title or any successor title from time to time. If any of the above representatives are unable to attend a meeting, a substitute may attend provided that such substitute has at least the same seniority or reasonably comparable managerial or directorial responsibility.

- c. In the first instance a question or dispute shall be referred to the applicable First Level representatives of each Party for discussion and resolution. Any dispute which has not been resolved by CBRE and the Service Provider First Level representatives within twenty-one (21) days of the matter being referred to the First Level representatives may be escalated by either Party to the Second Level representatives by written notice to the other Party.
- d. Any dispute that is not resolved by the Second Level representatives within twenty-one (21) days may be referred to mediation. Neither Party may initiate legal proceedings unless they have followed the procedure set out above in this section provided that nothing in this section shall prevent either Party from (i) seeking from a court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act; (ii) taking any action which is necessary to preserve a legal or equitable right or remedy which would otherwise be lost; or (iii) taking any action which is necessary or desirable to secure a preferential position with respect to other creditors.

2. Mediation. The Parties agree in the event a dispute should arise under this Agreement or relating in any manner hereto 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 the state in which the claim or dispute arises unless otherwise agreed to 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 accordance with subsection S.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, 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.

3. 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.

4. Governing Law and Jurisdiction. This Agreement shall be construed and governed in accordance with the laws of the State of New York without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement. In the event the Parties are unable to mediate their dispute to a satisfactory resolution, the Parties agree that the applicable state and federal courts located in the State of New York shall have exclusive jurisdiction to hear and determine any claims

or disputes between the Parties arising out of or related to this Agreement. The Parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and each Party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.

5. Jury Trial Waiver. **IN THE EVENT OF LITIGATION PROCEEDINGS AND TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY KNOWINGLY AND WILLINGLY WAIVES AND SURRENDERS SUCH PARTY'S RIGHT TO TRIAL BY JURY AND AGREES THAT SUCH LITIGATION SHALL BE TRIED TO A JUDGE SITTING ALONE AS THE TRIER OF BOTH FACT AND LAW.**

T. 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 certified or registered mail, or sent by nationally recognized, private industry express courier service, 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 registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier specifying next day delivery, with written confirmation of receipt.

If to CBRE:

CBRE, Inc.
2100 McKinney Avenue, Suite 900
Dallas, Texas 75201
Attn: General Counsel - Global Workplace Solutions

If to Service Provider:

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.

U. Third Party Beneficiaries. Client 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. No party other than the Parties to this Agreement and the Client shall have any rights in this Agreement. 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.

V. 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

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records, compliance with the terms and conditions of this Agreement and service capabilities (but only to the extent that they relate to the provision of Services delivered under this Agreement) during 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.

W. Miscellaneous.

1. Headings. The section headings in this Agreement have been inserted for convenience and reference. They shall not be deemed, to define, limit or extend the scope or intent of the respective Sections.

2. Entire Agreement/Amendment. This Agreement, when fully executed, together with each Work Order 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 to this Agreement must be made in writing and signed by the Parties hereto. This Agreement 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.

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. Any consent by a 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.

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, the Parties agree that any photographic, photostatic or similar reproduction of this Agreement 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 herein, 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.

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. Force Majeure. Except as hereinafter provided in this Section, no delay or failure in performance by CBRE or Service Provider shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, Service Provider shall promptly notify CBRE of such occurrence. Once the Force Majeure event ceases, Service Provider shall resume performance of the Services as soon as possible. As used herein, "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, pandemic declaration, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

8. Severability. If any part, term, or provision of this Agreement or any Work Order is held by final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement or such Work Order did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

9. Interpretation. A reference in this Agreement 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 organizations; 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.

10. Currency. All monetary amounts stated in this Agreement are in United States Dollars and all payments hereunder shall be made in such currency.

X. **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. This Service Agreement and Amendments, if any;
2. Exhibits, Addenda or Schedules incorporated as part of the Service Agreement; and
3. Work Orders as defined in this Agreement (except when such Work Orders are specifically constructed to take precedence over this Agreement).

This Agreement and any Work Order issued hereunder shall be subject to these terms and conditions to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Service Provider purports to apply in any document whatsoever and whenever). Any change or modification to these terms and conditions shall have no effect unless expressly agreed in writing and signed by an authorized signatory of CBRE.

[SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

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

CBRE:

SERVICE PROVIDER:

CBRE, INC.

[REDACTED]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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US Service Agreement 10-21-21 (Rev 17)

Exhibit 1
Services and Compensation

Scope: Service Provider to provide **Type of Service** services.

Pricing:

Corrective Maintenance

Hourly

Service Areas

Material Markup

Labor - \$xx.xx ST

Labor - \$xx.xx OT

Relationship Managers:

FOR CBRE:		FOR CONTRACTOR:	
Contact Name		Contact Name	Service Provider Contact
Address		Address	Address 1
City, State, Zip		City, State, Zip	Address 2
Email		Email	Email
Phone		Phone	Phone
Cell		Cell	Cell Phone

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US Service Agreement 10-21-21 (Rev 17)

Exhibit 1-A
KPI's/Fees At Risk

NOTE: This Exhibit can be removed if it does not apply to the Service Provider named in this Agreement.

Remove Exhibit?

Exhibit 2

Properties

Honeywell locations as indicated by CBRE on the Work Order or Purchase Order. Due to file size, location list will be provided upon request.

Any new locations added to the vendor portfolio will be communicated via Work Order or Purchase Order.

Exhibit 3
CBRE Supplier Code of Conduct

Revision 1 (2021)

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 supplier of products and/or services to CBRE, your company (“Supplier”) is critical to CBRE’s success. For CBRE to provide superior services in a responsible manner, CBRE requires Supplier to comply with this Supplier Code of Conduct (this “Code”).

This Code sets forth CBRE’s fundamental ethical and business conduct requirements for its suppliers. This Code is not intended to be an exhaustive list of all requirements to be followed by Supplier, but rather 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.

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

ANTI-BRIBERY/CORRUPTION

Supplier must compete strictly based on the merits of their products and services. Supplier 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 supplier) to forego their duties and provide unfair business advantage to CBRE, Supplier, or others. Accordingly, Supplier will, and will cause its employees, representatives, and subcontractors to, comply with all Laws relating to anti- corruption, anti-money laundering, and the prevention of fraud and other financial crime (including tax evasion and its facilitation), in all of the countries in which any affiliated business or associate of the Supplier provides products or services, directly or indirectly, and any other countries in which Supplier conducts business.

UNFAIR BUSINESS PRACTICES

Supplier must not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of CBRE, Supplier, or others. Accordingly, Supplier must never rig bids, fix prices, or provide or exchange customers’, CBRE’s, Supplier’s, or others’ competitively sensitive information (including, without limitation, price, cost, and

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

INFORMATION SECURITY AND RECORDS MAINTENANCE

Supplier must properly protect the confidential, proprietary and personal information it handles or otherwise processes by implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, without limitation, the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such information (a "Data Breach"). Supplier must only engage other suppliers and subcontractors who ensure the same level of technical and organizational security.

Supplier must, without undue delay, notify CBRE if it reasonably suspects a Data Breach of any information handled or otherwise processed by Supplier on behalf of CBRE or CBRE's clients or customers, regardless of Supplier's assessment of the impact or risk of such breach. Supplier must make available to CBRE, its clients or customers, all information reasonably requested to assist in the investigation and remediation of such breach and ensure compliance with all obligations under applicable law.

Suppliers are expected to create and maintain complete and accurate records to ensure accountability, and not alter or omit any record to conceal or misrepresent the information, event or transaction documented. Records must be retained and deleted in accordance with applicable law.

DATA PRIVACY

Supplier must comply with all applicable data protection, privacy and information security laws and regulations (collectively, "Data Protection Laws") including, without limitation, such laws pertaining to CBRE customers, CBRE employees or other suppliers, and shall not render any service in a manner that causes CBRE to violate applicable Data Protection Laws.

Supplier must promptly notify CBRE if Supplier has reason to believe that laws or regulations applicable to Supplier in the countries in which it operates or renders services (whether existing or as a result of changes to existing law) either prevent Supplier from, or likely have a substantial adverse effect on Supplier complying with, applicable Data Protection Laws or the terms of Supplier's contract with CBRE.

CONFLICT OF INTEREST

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Supplier must avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with CBRE. Supplier must promptly report to CBRE any instances involving actual or apparent conflicts of interest between Supplier's interest and those of CBRE, such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Supplier 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 to, or the interests of, CBRE.

LABOR

Supplier must follow all applicable Laws in the countries in which it operates, and be committed to the value of, and respect for, all people. Supplier 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 Supplier. The applicable labor standards are:

1. Child Labor. Supplier will not engage in or condone the unlawful employment or exploitation of children in the workplace. Supplier will be committed to combating the exploitation of children, and therefore prohibit any use of child labor with any vendor, supplier or other third-party arrangements. Supplier will work to raise awareness internally of such exploitation and cooperate with law enforcement authorities to address any such instances of which Supplier becomes aware.
2. Human Trafficking, Slavery and the Right to Voluntary Labor. Supplier will respect the free choice of all persons and strictly prohibit forced or compulsory labor for any employees. Supplier 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. Supplier will comply with the UN Guiding Principles on Business and Human Rights and will work to raise awareness within its employee population of Supplier's responsibility to protect human rights. Supplier will cooperate with law enforcement to address such instances that come to the attention of Supplier.
3. Freedom Against Prejudice and Discrimination. CBRE expects the highest standards of, and Supplier will proactively invest in, equality, diversity and inclusion. Supplier will ensure that its workplace is 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. Supplier will ensure that it has requisite policies and practices in place to promote such equality, diversity and inclusion, and foster a harassment and retaliation free environment.

4. Safe and Secure Workplace. Supplier will provide a safe and secure workplace for all of its employees, and prevent accidents to employees, customers, and visitors. Supplier's leadership will ensure compliance with this commitment in every location and facility in which Supplier operates.
5. Working Hours and Wages. Supplier will comply with all Laws dealing with the wages Supplier pays its employees and the hours they work. As appropriate, Supplier's policy will be further defined at the regional and country level to prevent the exploitation of the local workforce. Supplier will be committed to be an ethical employer that strives to improve labor standards, respects its employees' contributions, and rewards them fairly.
6. Freedom of Association. Supplier will respect the rights of employees and comply with all Laws concerning freedom of association and collective bargaining.

HEALTH AND SAFETY

Supplier must comply with all health, safety, and security Laws of the jurisdictions in which it does business and limit worker exposure to potential safety hazards (including, without limitation, electrical sources, fire, heat, vehicles, and fall hazards) through proper design, engineering and administrative controls, preventive maintenance and safe work procedures. When necessary to safely perform a job, Supplier will provide workers at no cost and as appropriate the proper personal protective equipment and ensure proper maintenance of the equipment. Supplier 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 workrelated illness; (iii) provide necessary medical treatment; and (iv) investigate and implement corrective actions to eliminate their causes.

ENVIRONMENT AND SUSTAINABILITY

Supplier 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, Supplier 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 Supplier; and (iii) monitoring, controlling, treating and sanitizing air emissions, waste water and solid wastes. Supplier will seek opportunities that promote the efficient use of resources and energy, as well as clean and low energy solutions.

GIFTS AND GRATUITIES

Supplier 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, with the

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intent or effect of inducing anyone to forego their duties and provide unfair business advantage to CBRE, Supplier, or others.

NON-RETALIATION

Supplier employees must be free to raise concerns without fear of retaliation in any form, including, without limitation, concerns about workplace safety, forced labor, wage and hour issues, corruption, and any other potential misconduct or violations.

CBRE COMPLIANCE VERIFICATION

Supplier acknowledges and agrees that Supplier is responsible for full compliance with this Code by Supplier's directors, officers, employees, representatives, suppliers, contractors, and other business partners. Supplier will nonetheless permit CBRE and/or its representatives to assess Supplier'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 Supplier facilities and review of related Supplier information, including books, records, certifications, permits, and other documentation evidencing Supplier's compliance with this Code. Supplier will also fully cooperate with CBRE in such assessments, and Supplier will promptly correct any non-conformances identified during such assessments. In the event non-compliance is identified, Supplier also agrees to participate at Supplier's expense in such CBRE-selected ongoing third-party monitoring services as CBRE may direct.

General Terms

If this Code conflicts with the terms of any Supplier contract with CBRE, and the contract term is more restrictive than this Code, the Supplier 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.

Whistleblower HelpLine

CBRE provides a confidential and anonymous method for employees and stakeholders (including suppliers, sub-contractors, and their employees) to ask questions and raise concerns about Supplier conduct and business practices, via the CBRE Ethics HelpLine. The CBRE Ethics HelpLine is operated 24/7 by EthicsPoint, an independent company. Global toll-free phone numbers and an online reporting tool can be found [here](#).

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Exhibit 4

Drug Testing and Background Investigation Requirements for Service Provider Personnel

1. To the extent permitted by applicable law, 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 Property.
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 Property). The outcome of such investigations shall be provided to CBRE upon request unless prohibited by applicable law.
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 Property 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 Properties 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 local, state and federal law and at a minimum shall include the following:
 - (a) verification of Social Security 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 state of residence and prior states of residence; and
 - (c) a criminal history search conducted in the employee's current state of residence and prior state 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 Properties or performing the Services: a five (5) panel drug test which will include testing for use of marijuana, cocaine, amphetamines, PCP and opiates.

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Exhibit 5

Insurance Requirements

3Tier Level	General Liability Occurrence/ Aggregate ¹	Umbrella Liability	Auto	Worker's Comp	Employers Liability	Errors & Omissions ²	Crime ³
I	\$1M / \$1M	N/A	\$1M	Statutory	\$1M	\$1M	\$1M
II	\$1M / \$1M	\$2M	\$1M	Statutory	\$1M	\$1M	\$1M
III	\$1M / \$2M	\$5M	\$1M	Statutory	\$1M	\$1M	\$1M
Product Only Suppliers	\$1M / \$1M	N/A	\$1M	N/A	N/A	N/A	N/A

¹. Limits can be met using any combination of primary and excess layers.

². Errors and Omissions (E&O) - required for all supplier providing engineering, environmental, architectural and other professional consulting services.

³. Crime - required for suppliers who have a substantial onsite presence and/or those performing services inside the facility while unescorted.

ADDITIONAL REQUIREMENTS

1. **License/Rating.** All insurance policies shall be in customary forms and shall be issued by companies authorized to do business in the states where the Services are performed and rated "A-," FSC Class VIII or better by the most current A. M. Best's Insurance Reports.
2. **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.
3. **Additional Insured Endorsements.** All certificates of insurance provided under this Agreement shall include copies of endorsements to Service Provider's commercial general liability and automobile policies that include "**CBRE, Inc. and its applicable clients**" as additional insured(s) on appropriate ISO 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.
4. **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.
5. **Waiver of Subrogation.** To the fullest extent permitted by law, all insurance policies 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.

Suggested limits are minimum recommendations. If there is a unique risk or exposure inherent to the vendor's operations, a specific risk assessment should be completed to determine appropriate limits.

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US Service Agreement 10-21-21 (Rev 17)

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Tier 1	Tier 2	Tier 3
<ul style="list-style-type: none"> • Carpentry • Coffee Services • Emergency Communications • First Aid Services • Flagpoles - Install & Maintain • Floor/Carpet Cleaning* • Furniture Cleaning (onsite)* • IT Consulting² • Light Bulb Recycling • Mat Services • Meeting & Event Planners • Office Furniture/Fixture Repairs • Painting • Parking Lot/Garage Sweeping • Pest Control (exterior i.e. geese, prairie dog, etc.) • Pressure Washing Services • Promotional Marketing • Remote Monitoring • Repair & Maintenance (R&M) <ul style="list-style-type: none"> ○ Access Control Services ○ Appliance Maintenance ○ Doors, Lifts, Dock ○ Windows (Ground Level) ○ Satellite Phones ○ Security - Lock & Key ○ Uniforms ○ Vending ○ Water-Bottled/Dispensers • Window Cleaning Services (Ground Level) 	<ul style="list-style-type: none"> • Air Quality Testing • Backflow Prevention Inspection • Cable Installation/Repairs • Energy Management Services • Environmental Testing² • Fitness/Gym Center (Small) • Flooring Installation* • Handyman Services • Lab Instrumentation • Landscaping Services (Irrigation, • Lighting Installation • Metal / Stone / Wood / Textile Maintenance • Move Services* • Parking Lot Striping • Permit Expeditors • Printing/Copy Center Services (Non-Labor) • Repair & Maintenance (R&M) <ul style="list-style-type: none"> ○ A/V Equipment ○ Boiler ○ Caulking / Waterproofing ○ Compressor ○ Electrical (Low Voltage) ○ Exterior Building Services ○ Foodservices Equipment ○ Grease Trap Maintenance ○ HVAC ○ Industrial Equipment ○ Interior (General) ○ Kitchen Equipment Maint ○ Lighting ○ Plumbing • Signage w/Installation • Sump Pumps- Installation & Maint • Testing Equipment & Gauges • Waste - Recycling Services • Water Treatment • Vending Services* 	<ul style="list-style-type: none"> • Architectural/Design Services² • Cafeteria Services* • Disaster Recovery & Restoration* • Document Management Services • Document Shredding* • Elevator/Escalator Repair & Maint • Engineering² • Fitness/Gym Center (Large Opera • Fuel (Generator) • Fuel Tank Inspection - Maintenance • General Contracting/Construction • Janitorial Services* • Mold Remediation • Pest Control • Professional Consulting² • Purchased Labor (Mailroom, Copy Center, Receptionist) * • Repair & Maintenance (R&M) (incl <ul style="list-style-type: none"> ○ Building Automation/Controls ○ Electrical (High Voltage) ○ Energy Management Services ○ Fire & Life Safety - Alarm System ○ Fire & Life Safety - Fire System ○ Fire & Life Safety - Monitoring ○ Fire Extinguisher Service/Inspe ○ Generators ○ Roofing ○ Uninterruptible Power Supply • Rigging and Scaffolding Services • Security - Card Reader/Access Co • Security - Guard Services* • Snow Removal Services • Salt/Sand/Ice Melt Application • Waste - Solid Waste Disposal • Waste - Hazardous Materials, • Window Cleaning Services (Above Ground Level)
Product Only Suppliers (no onsite presence)		
MRO <ul style="list-style-type: none"> • Furniture, Fixtures, Equipment • Janitorial Supplies • Mechanical/Electrical Plumbing Parts • Non-installed Signage • Office Supplies 		
PRIVATE & CONFIDENTIAL US Service Agreement 10-21-21 (Rev 17)		

Tier 3 Insurance Requirements

- a) **Commercial General Liability.** Commercial General Liability Insurance on ISO Form CG 00 01 10 01 or newer form, on an occurrence basis, with the following coverages: Premises/Operations, Elevators and Escalators, Independent Contractors, Products-Completed Operations, Personal and Advertising Injury, Broad Form Property Damage (including Completed Operations), and afford coverage for the X, C, and U hazards, employees as insureds, Fire Legal Liability and Contractual Liability covering the insurable liabilities assumed by Service Provider under this Agreement, with a Combined Single Limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit per property or location;
- b) **Automobile Liability.** Business Auto Coverage form or equivalent, insurance coverage with limits of \$1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles;
- c) **Worker's Compensation.** Workers' compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements and providing coverage for any Service Provider Employee entering onto a Client Facility, even if not required by statute;
- d) **Employer's Liability.** Coverage 'B' Employer's Liability with limits of at least \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit;
- e) **Umbrella Liability.** Such insurance shall follow form on concurrent terms with and provide coverage with limits of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate per property or location in excess of the underlying coverages listed in clauses 1, 2, and 4 above having coverage which are at least as broad as the primary insurance coverage and the terms of the primary liability and excess (umbrella) liability policies are concurrent;
- f) **All Risk Property Coverage.** If applicable to the Services provided in a Work Order issued under this Agreement, Service Provider shall maintain insurance coverage on all tangible personal property owned or rented by Service Provider in the performance of the Services;
- g) **Commercial Crime Insurance.** **If the Services are performed at the Client Facilities and the risk of CBRE or Client personal property theft is present,** then Service Provider shall provide coverage of not less than \$1,000,000, which policy coverage shall include third party coverage for property of CBRE and Client located at Client Facilities. Client and CBRE each shall be named as "Loss Payee, as its Interests May Appear" regarding such Fidelity Bond or crime coverage;
- h) **Errors and Omissions.** **If the Services include brokerage, architectural, design, engineering or other professional consulting Services,** then Service Provider shall obtain and maintain Professional Liability (E&O) insurance providing limits of not less than \$1,000,000 per occurrence or such greater limit as CBRE or Client may deem appropriate for the scope and nature of the Services provided. The coverage shall be continued by

renewal or extended reporting provision for not less than three (3) years after completion of the Services; and

i) All Risk Builder's Risk Insurance. **Required only if the Services include the performance of construction, restoration, renovations or alterations,** except to the extent coverage is provided by Client, Service Provider shall provide a standard builder's "all risk" insurance policy, subject to the exclusions contained therein and subject to a deductible that shall not exceed \$10,000, in the name of CBRE, Client and Service Provider including the interest of Service Provider on (a) the work that is done; and (b) all insurable items of work and materials to be incorporated in the work, title to which has been acquired by CBRE, but such insurance shall not cover any property owned, leased or otherwise used in connection with the work by Service Provider or its subcontractors. Service Provider shall be responsible for the first \$10,000 of any loss covered by the Builder's Risk Insurance policy.

Tier 2 Insurance Requirements

1. **Commercial General Liability.** Commercial General Liability Insurance on ISO Form CG 00 01 10 01 or newer form, on an occurrence basis, with the following coverages: Premises/Operations, Elevators and Escalators, Independent Contractors, Products-Completed Operations, Personal and Advertising Injury, Broad Form Property Damage (including Completed Operations), and afford coverage for the X, C, and U hazards, employees as insureds, Fire Legal Liability and Contractual Liability covering the insurable liabilities assumed by Service Provider under this Agreement, with a Combined Single Limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate limit per property or location;
2. **Automobile Liability.** Business Auto Coverage form or equivalent, insurance coverage with limits of \$1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles;
3. **Worker's Compensation.** Workers' compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements and providing coverage for any Service Provider Employee entering onto a Client Facility, even if not required by statute;
4. **Employer's Liability.** Coverage 'B' Employer's Liability with limits of at least \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit;
5. **Umbrella Liability.** Such insurance shall follow form on concurrent terms with and provide coverage with limits of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate per property or location in excess of the underlying coverages listed in clauses 1, 2, and 4 above having coverage which are at least as broad as the primary insurance coverage and the terms of the primary liability and excess (umbrella) liability policies are concurrent; and
6. **All Risk Property Coverage.** If applicable to the Services provided in a Work Order issued under this Agreement, Service Provider shall maintain insurance coverage on all tangible personal property owned or rented by Service Provider in the performance of the Services.

Tier 1 Insurance Requirements

M. Commercial General Liability. Commercial General Liability Insurance on ISO Form CG 00 01 10 01 or newer form, on an occurrence basis, with the following coverages: Premises/Operations, Elevators and Escalators, Independent Contractors, Products-Completed Operations, Personal and Advertising Injury, Broad Form Property Damage (including Completed Operations), and afford coverage for the X, C, and U hazards, employees as insureds, Fire Legal Liability and Contractual Liability covering the insurable liabilities assumed by Service Provider under this Agreement, with a Combined Single Limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate limit per property or location;

N. Automobile Liability. Business Auto Coverage form or equivalent, insurance coverage with limits of \$1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles;

O. Worker's Compensation. Workers' compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements and providing coverage for any Service Provider Employee entering onto a Client Facility, even if not required by statute;

P. Employer's Liability. Coverage 'B' Employer's Liability with limits of at least \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit; and

Q. All Risk Property Coverage. If applicable to the Services provided in a Work Order issued under this Agreement, Service Provider shall maintain insurance coverage on all tangible personal property owned or rented by Service Provider in the performance of the Services.

Product Only Insurance Requirements

1. Commercial General Liability. Commercial General Liability Insurance on ISO Form CG 00 01 10 01 or newer form, on an occurrence basis, with the following coverages: Premises/Operations, Elevators and Escalators, Independent Contractors, Products-Completed Operations, Personal and Advertising Injury, Broad Form Property Damage (including Completed Operations), and afford coverage for the X, C, and U hazards, employees as insureds, Fire Legal Liability and Contractual Liability covering the insurable liabilities assumed by Service Provider under this Agreement, with a Combined Single Limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate limit per property or location;

2. Automobile Liability. Business Auto Coverage form or equivalent, insurance coverage with limits of \$1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles;

Exhibit 6
Service Provider Invoicing Instructions

All invoicing is to be processed through “Coupa” online

Invoice Requirements: Any PO on this account starting with “US12” is the responsibility of CBRE GWS LLC to pay

PAYMENT TERMS NET 90 (See below for “Invoice Payments” for check run frequency once payment terms are met)

Critical Requirements:

- All invoices must be submitted within 60 days of service completion with a valid PO
- Invoices may be rejected for late submittal
- Invoices may be rejected for lack of required information
- Invoices must match description & pricing on each PO line

Required Information:

1. Invoice Number
2. Invoice Date
3. CBRE GWS PO Number
4. Work Order Number
5. Location of Work
6. Date of Service
7. Description of work performed
8. Break out costs by type (material, labor, freight, tax, etc.) **NOTE** – Freight/and/or Tax will not be included on actual PO. These costs are input separately during your processing submittal.
9. **US Suppliers: Please note our resale exemption for this purchase.** The tangible personal property or service shall be resold and tax should therefore not be included on your invoice.

Bill to Address – For your records – DO NOT SEND INVOICES TO THIS ADDRESS – See Coupa Supplier Portal Invoice Submittal Instructions below.

**CBRE GWS LLC
TAX ID # 47-1807842
PO Box 2942
Milwaukee, WI 53201**

All invoices must reference the CBRE GWS PO number. CBRE will pay proper invoices complying with all of the terms of the PO.

- CBRE is not responsible for any business activity taxes, payroll taxes or taxes on Supplier's income or assets.
- Supplier agrees to invoice for Services rendered **on a monthly basis**, in arrears, and all invoices must be received by CBRE **no later than sixty (60) days after the date such Services are rendered**.
- Failure by Supplier to invoice for Services within such sixty (60) day period shall constitute a waiver of claims for payment and such invoice shall not be due and payable by CBRE.

Coupa Supplier Portal

CBRE uses the procure-to-pay platform Coupa for buying, supplying catalogs, sending purchase orders, receiving goods or services, and invoicing. Coupa is offered at no cost to our suppliers.

To participate and enable electronic transactions to flow to and from your organization with CBRE thru Coupa your account needs to be configured for purchase orders, invoices and remittance processing. Your organization is asked to start by creating a Coupa Supplier Portal account at <https://supplier.coupahost.com/>

Once registered, confirm registration and provide the email address you created your Coupa Account with, including a link to your public profile, by responding to supplychainbuyers@cbre.com.

Coupa Support

For Coupa questions regarding enrollment and enablement, contact the CBRE Coupa Supplier Enablement Team at GWSNAM_ProcurementBuyerSupport@cbre.com

Training Portal

<https://www.cbre.us/global/about/suppliers/coupa-training-portal>

Invoice and Payment Questions:

For GWS North America invoice and payment questions, please check the Supplier portal for invoice status.

After that, if you still have questions, you can contact the CBRE Help Desk at CBRE-GWS-NA-APHelpdesk-Resolution@cbre.com by calling +1 844 788 6819, option 1.

Exhibit 7

Client Required Contract Flow-down Provisions

All provisions of this Exhibit 7 are intended to supplement the provisions covering the same subject matter set forth in the Agreement, if any, to the extent not in conflict with such provisions. Notwithstanding any language to the contrary contained in the Agreement, in the event of a conflict between the terms of this Exhibit 7 with those terms covering the same subject matter in the body of the Agreement, the terms more favorable to CBRE and Client shall prevail. For purposes of this Exhibit 7, the term "Honeywell" shall mean Client, the term "Supplier" shall mean Service Provider, term "Supplier Personnel" shall mean Service Provider Personnel and the term "Subcontractors" shall mean Service Provider Personnel.

1. Supplier shall provide at no cost to Honeywell and its Affiliates, and its and their auditors (including internal audit staff and external auditors), inspectors, regulators and other representatives as Honeywell may from time to time designate in writing ("Auditors"), access at all reasonable times and upon reasonable advance notice (and in the case of regulators at any time required by such regulators) to: (i) any facility or part of a facility at which either Supplier or any of its Subcontractors is providing the Services; (ii) any subcontracts in Supplier's possession; (iii) Supplier Personnel; and (iv) data and records relating to the Services, for the purpose of performing audits and inspections of either Supplier or any of its Subcontractors during the Term and for the period Supplier is required to maintain records hereunder to:

(a) verify the accuracy of charges and invoices and the inventory of Honeywell supplies and other Honeywell assets managed by Supplier;

(b) verify the integrity of Honeywell data and examine the systems that process, store, support and transmit that data; and

(c) examine Supplier's performance of the Services and conformance to the terms of this Agreement including, to the extent applicable to the Services, including by performing audits:

(i) of practices and procedures;

(ii) of systems, Equipment and software;

(iii) of supporting information and calculations regarding compliance with performance standards;

(iv) of general controls and security practices and procedures;

(v) of the efficiency and costs of Supplier in performing the Services;

(vi) of amounts payable by Honeywell to Supplier or a third party under this Agreement; and

(vii) as necessary to enable Honeywell to meet, or to confirm that Supplier is meeting, applicable regulatory and other legal requirements.

2. Supplier will provide to Auditors the assistance they reasonably require. Auditors will comply with Supplier's reasonable security requirements when accessing Supplier facilities. The installation of any software in connection with an audit shall be subject to mutual agreement between the parties, which shall not be unreasonably withheld.

3. In support of Honeywell's audit rights, Supplier will keep and maintain:

(a) financial records relating to this Agreement in accordance with generally accepted accounting principles applied on a consistent basis;

(b) copies of all third-party invoices payable by Honeywell or CBRE;

(c) records substantiating Supplier's invoices;

(d) records pertaining to Supplier's compliance with the KPIs, including root cause analyses, if applicable;

(e) logs of any incidents involving Hazardous Materials;

(f) change request and incident logs and records;

(g) copies of all versions of any applicable procedures manual; and

(h) any other operational records pertaining to performance of the Services necessary for Honeywell to perform the audits contemplated above, including job books, records (including drug screening and criminal background checks), receipts, correspondences and accounts (collectively, "Records").

4. Until the latest of (i) seven (7) years after creation of the Record; (ii) all disputes relating to this Agreement are closed; or (iii) the information is no longer required to meet Honeywell's records retention policy as disclosed by Honeywell to Supplier and as such policy may be adjusted from time to time, Supplier shall maintain and provide access upon request to the Records required to meet Honeywell's audit rights under this Agreement. Before destroying or otherwise disposing of such Records, Supplier will provide Honeywell with sixty (60) days prior notice and offer Honeywell the opportunity to recover the Records or to request Supplier to deliver the Records to Honeywell.

Exhibit 8

Health, Safety, and Environment (HSE) Requirements

1. Safety Standards

- 1.1 **Health and Safety.** Service Provider must ensure that all Service Provider Personnel as defined in the Service Agreement must observe and comply with all applicable health, safety and environmental (“HSE”) laws of the authorities having jurisdictions, applicable Client safety policies and CBRE’s *Health, Safety and Environmental Minimum Performance Requirements for Contractors*, as amended, which can be viewed at the following link: <https://www.cbre.com/real-estate-services/directory/global-workplace-solutions/gws-supplier-information>. Service Provider will provide workers at no cost to CBRE when required for the provision of Services, proper personal protective equipment and ensure proper maintenance of the equipment. Service Provider Personnel 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.
- 1.2 **The Right to Suspend.** If the Service Provider fails to comply with the requirements of this Exhibit, CBRE shall have the right to suspend performance of the Services for as long as it is necessary to prevent or stop any unsafe work practice or any violation of any of the applicable safety requirements, without compensating the Service Provider for any loss or damages the Service Provider may suffer as a result of the suspension, and without any time extension for completion of performance of the Services.
- 1.3 **Procedures and Safe Work Practices.** The Service Provider must have appropriate processes in place to identify and limit worker exposure to potential safety hazards (including, without limitation, electrical sources, fire, heat, vehicles, hazardous materials and fall hazards) through proper design, engineering and administrative controls, preventive maintenance and safe work procedures. The Service Provider shall ensure that it has and maintains written procedures or safe work practices to cover, without limitation, the following potential workplace hazards which must be implemented and understood by Service Provider Personnel assigned to perform the Services:
- (a) Working with the Work Permit System, where applicable
 - (b) Verification of De-energization of Hazardous Energy Before Work Begins.
 - (c) Overriding Critical Equipment Safety Systems without Authorization.
 - (d) Fall Protection
 - (e) Proper lifting techniques.
 - (f) Working near High Voltage Equipment.

- (g) Working with High Voltage Equipment
 - (h) Entering and working in a Confined Space.
 - (i) Proper application and use of PPE.
 - (j) Safe Driving – Rules of the Road.
 - (k) Hazardous Materials Management
 - (l) Hot Works
 - (m) Working Alone
- 1.4 **Report Unsafe Conditions.** Service Provider must immediately report any unsafe or hazardous conditions observed at a CBRE managed Property.
- 1.5 **Disciplinary process.** Service Provider shall have a disciplinary process to ensure measures are enforced resulting from non-compliance with applicable HSE rules/regulations.
- 1.6 **Hours Worked.** The Service Provider will provide monthly reports of the number of hours worked by Service Provider Personnel at CBRE managed Properties.
- 1.7 **Subcontractor Management.** Service Provider shall provide a method to ensure that all subcontractors:
- (a) Provide a list of work activities that subcontractors will execute.
 - (b) Comply with the HSE standards of CBRE and the Client.
 - (c) Do not allow a subcontractor access to a CBRE managed Property that is not qualified under the Service Provider (subcontractor) selection process.
 - (d) Apply a verification system to check the subcontractor's implementation and compliance with the applicable HSE standards.
- 1.8 **Emergency Management.** The Service Provider must be familiar with the Emergency Response Plan (ERP) at each Client Property, and must follow the directions of the local Client Representative in the case of an emergency. In the case of an emergency or potential emergency observed by Service Provider, the Service Provider will take reasonable measures to control the situation, and then immediately notify the applicable Client Representative.
- 1.9 **Reporting.** The Service Provider shall provide, upon request, a report that includes information related to the following safety related matters:
- (a) Recordable Injury Frequency;
 - (b) Employees on restricted work;

- (c) Equipment damages where there was potential risk of personal injury;
- (d) Vehicle Incidents;
- (e) Releases of hazardous materials or substances into the environment;
- (f) Near Miss / Unsafe Acts/ Unsafe Conditions Incidents; and
- (g) Service Provider safety inspection results

2. Environment

2.1 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 all applicable operational and reporting requirements; (ii) the identification, 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.

2.2 Impact on the Environment. Service Provider shall conduct all its operation in such a way as to minimize impact upon the natural environment and prevent any release of hazardous substances and shall:

- (a) Service Provider will seek opportunities that promote the efficient use of resources and energy, as well as clean and low energy solutions;
- (b) Utilize eco-friendly designated products where feasible or, in the alternative, a product that minimizes any impact on the environment;
- (c) Obtain prior approval for all Hazardous Materials brought on-site and will make applicable SDS's available at all times to CBRE or Client;
- (d) Only use Hazardous Materials that are required in the ordinary course of providing the Services
- (e) Assume sole responsibility and liability for any Hazardous Materials that it brings on-site in its provision of the Services.
- (f) Comply with appropriate waste disposal methods and procedures designated by the appropriate party and the Applicable Laws for all Hazardous Materials;

- (g) Provide suitable equipment, facilities and precautions necessary to prevent the discharge of contaminants into the atmosphere, any body of water or land areas; and
- (h) Where asbestos is known to be present at the Client Property, Service Provider shall not proceed with any work until:
 - (i) asbestos surveys and notifications have been completed and provided to the appropriate regulatory agencies by the party contractually responsible to carry out such works; and
 - (ii) the appropriate party specifically authorizes the Service Provider to proceed with the Services.

2.3 **Waste Management.** To the extent applicable to the Services, Service Provider shall have a Waste Management Policy and documentation that includes measures to reduce/minimize generation of waste materials: Service Provider must develop work processes for activities that will generate waste materials to reduce/minimize the impact associated with the generation of waste materials, including, without limitation, metallic waste, timber, paper/cardboard packaging and chemical waste. The measures, will include as applicable, (i) general solid waste disposal, (ii) reuse and (iii) recycling.

3. **Incident Notification and Management**

3.1 **Incident Management.** The Service Provider shall be familiar with CBRE's incident management process, and the Service Provider will comply with the requirements.

- (a) The following incidents are to be reported immediately to the CBRE contact or as soon as possible after the occurrence of a reportable event and no later than within 24 hours after occurrence:
 - (i) Injury
 - (ii) Impacts to the building tenants
 - (iii) Property Damage
 - (iv) Incidents that require notification of a Regulatory Authority
 - (v) Notification received from a Regulatory Authority
 - (vi) Reportable spills (any quantity)
 - (vii) Near misses / unsafe acts / unsafe conditions

The Service Provider shall submit a written incident investigation report within twenty-four (24) hours of the incident occurrence. The Service Provider must conduct incident investigations and root cause analysis on any HSE incidents for which they are responsible and forward conclusions and corrective actions to CBRE. CBRE reserves the right to evaluate and approve or reject the investigation results and proposed corrective action in its sole and absolute discretion.

4. Audits

- 4.1 **Safety Audits.** CBRE retains the right to audit Service Provider HSE performance and retains the rights to copies of Service Provider internal audits.