

Health, Safety & Environmental (“HSE”) Requirements

1. HSE Standards

- 1.1. HSE Standards.** Service Provider shall ensure that all Service Provider Personnel as defined in the Service Agreement observe and comply with all applicable health, safety and environmental (“HSE”) laws of the authorities having jurisdiction and all applicable Client and CBRE HSE policies and procedures. Service Provider Personnel must be free to raise HSE concerns without fear of retaliation in any form.
- 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 resulting from the suspension, and without any time extension for completion of performance of the Services.
- 1.3. Service Provider Expected HSE Outcomes**
- Service Provider to maintain HSE documentation up to date and audit-ready
 - Zero incidents
 - Adherence to all CBRE, Client and Authority Having Jurisdiction (“AHJ”) HSE Requirements
 - Service Provider and Service Provider Personnel fully trained in HSE procedures relating to the performance of their portion of the Services
 - All required notifications made within prescribed timeframes and other requirements
- 1.4. Safety Performance.** In the following cases, Service Provider shall be required to submit a plan detailing the corrective actions the Service Provider is undertaking to improve safety performance, where Service Provider has:
- an average workforce greater than 100 employees and who have a Total Reportable Incident Rate (“TRIR”) of >1
 - an average workforce greater than 50 employees and a TRIR > 2
 - an average workforce less than 50 employees and a TRIR >4
- Injuries that meet the OSHA definition of recordable will be used to determine “Reportable Incidents” in order to calculate the TRIR.
- 1.5. Identify and Rectify HSE Hazards.** The Service Provider shall have appropriate processes in place to identify and minimize worker exposure to potential safety hazards through proper design, engineering and administrative controls, preventive maintenance and safe work procedures.
- 1.6. Procedures and Safe Work Practices.** The Service Provider shall ensure that it has and maintains written procedures or safe work practices to cover, without limitation, the following potential risks 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
- 1.7. Service Provider Personnel HSE Training.** Service Provider Personnel shall be trained in and shall strictly observe all applicable Authority Having Jurisdiction (AHJ) HSE regulations, procedures applicable to suppliers including any called out in CBRE policies while on the Client Facilities. Service Provider Personnel will also observe all HSE procedures established by CBRE or the Client. In cases where policies differ, the stricter requirement will apply.

- 1.7. Report Unsafe Conditions.** Service Provider must immediately report any unsafe or hazardous conditions observed at a CBRE managed Facility.
- 1.8. Disciplinary process.** Service Provider shall have a disciplinary process to ensure measures are enforced resulting from non-compliance with applicable regulatory, Client and CBRE requirements.
- 1.9. Service Provider Personnel Management.** Service Provider shall provide a method to ensure that all Service Provider Personnel:
- Provide a list of work activities that Service Provider Personnel will execute.
 - Comply with the HSE standards of CBRE and the Client.
 - Only allow qualified Service Provider Personnel to access a CBRE managed Facility.
 - Apply a verification system to check the Service Provider Personnel’s implementation and compliance with the applicable HSE standards.
- 1.10. Emergency Management.** The Service Provider shall be familiar with the Emergency Response Plan (“ERP”) at each Client Facility, and shall 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 and CBRE.
- 1.11. HSE Documentation and Recordkeeping.** A copy of all pertinent documentation, including copies of worker competency certificates, licenses, infraction information and disciplinary actions shall be retained by Service Provider and available upon the request of CBRE or Client. Examples of other documentation retained:
- a) Advisories/notices
 - b) Incident reports and lessons learned
 - c) Inspection records
 - d) HSE meeting minutes
 - e) Near miss/hazard reports
 - f) Pre-Job Briefings, toolbox talks, Job Safety Analysis’ etc.
 - g) Safety Alert’s
 - h) Safety Inspections / Audits

2. Environment and Sustainability

- 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:
- a) obtaining and maintaining required environmental permits, approvals and registrations, as well as complying with all applicable operational and reporting requirements;
 - b) the identification, handling, removal, transportation and disposal of hazardous materials used by Service Provider; and
 - c) monitoring, controlling, treating and sanitizing air emissions, waste water and solid wastes.
- 2.2 Impact on the Environment.** Service Provider shall conduct all its operations in such a way as to minimize impact upon the natural environment and prevent any release of hazardous substances and shall:
- a) 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 Safety Data Sheets (“SDS’s”) available at all times to CBRE or Client;
 - d) Only use Hazardous Materials in compliance with Applicable Laws and 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 the Client Facility 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) Not proceed with any work where asbestos is known to be present at the Client Facility, 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) CBRE or the Client authorizes the Service Provider to proceed with the Services.

3. Incident Notification and Management

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

- a) Recordable injury as defined by OSHA
- b) Impacts to the building tenants
- c) Property Damage
- d) Incidents that require notification of a Regulatory Authority
- e) Notification received from a Regulatory Authority
- f) Unsafe act / condition or near miss that has the potential for harm
- g) Incidents involving workplace violence or harassment

3.2 Incident Investigation. The Service Provider shall submit a written incident investigation report within five (5) days of the incident occurrence. The Service Provider shall 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 and require Service Provider to conduct root cause analysis of environmental incidents and implement or recommend to CBRE effective measures to prevent recurrence.

- a) If a violation is found to be the result of negligence on the part of Service Provider, Service Provider shall bear costs incurred because of the incident and those associated with corrective action plans.
- b) Service Provider shall participate in investigations of violations and prepare corrective action plans when requested, including temporary or permanent removal of violating employees from the site, if appropriate.
- c) Service Provider shall utilize Service Provider's established disciplinary process in a consistent manner to reinforce HSE requirements.

4. Reporting

4.1 Service Provider HSE Reporting. Upon the request of CBRE or Client, Service Provider shall submit the following data to the CBRE account Alliance Director or designate on a date to be mutually agreed upon following the completion of each month Service Provider Personnel perform Services at a Client Facility:

- a) Hours worked at all Client Facilities
- b) The number of Recordable Injuries as defined by OSHA occurring at the Client Facilities
- c) The number of lost days injuries at Client Facilities
- d) The number of events that occurred at the Client Facilities that were required to be reported to the authority having jurisdiction.
- e) The number of violations or citations received from an authority having jurisdiction occurring at Client Facilities

5. Audits

5.1 HSE Audits. CBRE shall have the right to audit Service Provider HSE performance and shall have the right to access and retain copies of Service Provider internal audits.