

Standard Terms and Conditions for Maintenance Services

Definitions:

In these Conditions the following expressions have the following meaning:

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

Standard Terms and Conditions for Maintenance Services

| | |
|------------------------|---|
| | (Protection of Employment) Regulations 2006 and similar legislation in other relevant territories, each as amended from time to time. |
| Replacement Contractor | Any person appointed by CBRE or the Client to provide services which are the same as or substantially similar to the Services or any relevant part of them following termination or the termination, amendment or reduction in scope of the Services or any part of them. |
| Services: | The services to be performed by the Sub-Contractor in accordance with the particulars set out in the Order. |
| Service Report Sheet: | A document which details the services carried out on each day a Sub-Contractor engineer is on Site which includes, but is not limited to, start time, completion time, Site name and address, areas of work, asset name/number, no. of engineers on Site, test results (where applicable), parts used, engineers and CBRE representative signature. |
| Site: | The actual place or places where the Services are to be performed by the Sub-Contractor. |
| Sub-Contract: | The agreement between CBRE and the Sub-Contractor, comprising these Conditions and the Order. |
| Sub-Contractor: | The person to whom the Order is addressed. |
| Working Day: | A day other than a Saturday or Sunday or public holiday in the country where the Services are performed. |

1. General

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

2. Appointment

- 2.1. Subject to and in accordance with the terms of this Sub-Contract, CBRE appoints the Sub-Contractor and the Sub-Contractor accepts the appointment as an independent contractor and agrees to provide the Services at the Site for the Contract Period. CBRE reserves the right to appoint other service providers in respect of the Services and similar services.

3. Main Contract

- 3.1. The Sub-Contractor shall be deemed to have full knowledge and understanding of the relevant contents and requirements of the Main Contract.
- 3.2. The Sub-Contractor shall perform the Services so that no act, error or omission on its part shall cause or contribute to any breach by CBRE of the Main Contract and the Sub-Contractor shall carry out the Services in accordance with all the requirements (including all timescales, specifications and service levels) of the Main Contract and shall (except to the extent provided otherwise in this Sub-Contract) assume all of CBRE's obligations and liabilities under the Main Contract in relation to the Services.
- 3.3. The Sub-Contractor hereby acknowledges that a default, error, omission or breach of this Sub-Contract by the Sub-Contractor may result in liability for CBRE to third parties for damages, penalties, costs and expenses (including under the Main Contract and other contracts made by CBRE in connection therewith). All such liability is hereby agreed to be within the contemplation of the parties as recoverable losses of CBRE.

Standard Terms and Conditions for Maintenance Services

4. Price & Payment

- 4.1. The total price to be paid for the Services shall be the sum stated in the Order. Unless otherwise stated in the Order, the price will be:
 - 4.1.1. a lump sum price for the entire Services;
 - 4.1.2. fully fixed for the duration of this subcontract, with the exception of changes in accordance with Article 9;
 - 4.1.3. ki vključuje vse stroške kot primeroma a ne izključno stroške za embalažo (in vračilo le te), pakiranje, pošiljanje, prevoz, zavarovanje, dostavo, razkladanje na lokaciji, namestitve, testiranje in/ali zagon ter vse carine, davke ali dajatve, razen davka na dodano vrednost;
 - 4.1.4. exclusive of any VAT or other applicable tax (which shall be payable by CBRE subject to receipt of a VAT or relevant tax invoice).
- 4.2. The Sub-Contractor is deemed to have considered the details of the Order and inspected the Site and to have satisfied itself regarding any circumstances, conditions or restrictions which may affect the Services and failure to fully consider instructions or information in the Order or to inspect the Site or take due note of prevailing conditions will in no way permit the Sub-Contractor to refuse to perform the Services or claim for any additional costs or expenses whatsoever.
- 4.3. The subcontractor has the right to invoice CBRE on or after completion of all services.
- 4.4. Notwithstanding clause **Error! Reference source not found.**, where the Order specifies that the Services shall be carried out in separate instalments, and subject to compliance by the Sub-Contractor with clauses 4.5 and 4.6 below, the Sub-Contractor shall be entitled to invoice either:
 - 4.4.1. the amount specified in the Order for the relevant instalment; or
 - 4.4.2. if no such amount is specified, a pro-rata proportion of the Order price, following the completion of each instalment.
- 4.5. Where clause 4.4 applies, following the completion of each instalment the Sub-Contractor must issue Service Report Sheet(s) which are to be signed by and left with a CBRE representative on Site. In the event that the Sub-Contractor does not have an approved Service Report Sheet, it shall ensure its representative completes a CBRE Job Report Sheet which is available upon request. In the event that no CBRE representative is available on Site, the completed sheet is to be forwarded to the relevant CBRE office marked for the attention of the CBRE Contract Manager, within seven days of the completion of the instalment. Test/conformity certificates are to be sent under separate cover to the relevant CBRE office marked for the attention of the relevant CBRE Contract Manager.
- 4.6. All invoices must clearly detail the Services carried out and if requested full substantiating documentation including, but not limited to, signed engineers report sheets, maintenance check sheets, any documentation required in accordance with clause 4.5 and any other documentation necessary to satisfy CBRE that the services invoiced have been carried out in accordance with this Sub-Contract shall be delivered to CBRE within 5 Working Days of request by CBRE.
- 4.7. Each invoice issued under this Sub-Contract must be supplied in the format required by CBRE and will in any event contain the following information:
 - 4.7.1. the number of the Order;
 - 4.7.2. the address of the Site to which the Services relate; and
 - 4.7.3. the period to which the invoice relates in the case of the Services being carried out in instalments.
- 4.8. Invoices must be issued and presented to CBRE by the 15th day of the month following the month in which the Services have been provided.
- 4.9. Unless otherwise specified in the Agreement, CBRE shall pay properly submitted invoices within sixty (60) days of receipt of the invoice.
- 4.10. CBRE shall be entitled to set off against sums payable by CBRE any sums payable to CBRE by the Sub-Contractor whether under this Sub-Contract or any other contract, order or arrangement between the parties, or otherwise payable as an outstanding debt to CBRE.
- 4.11. If CBRE fails to make any payment when due, the Sub-Contractor shall be entitled to be paid compensation and charge simple interest on the overdue amount at a statutory rate. from the due date until payment in full is received by the Sub-Contractor.

5. The Sub-Contractor's General Obligations

- 5.1. The subcontractor is obliged to perform the work
 - 5.1.1. with reasonable skill, care and diligence;
 - 5.1.2. in accordance with the Order and other terms of this Sub-Contract;
 - 5.1.3. in accordance with all instructions issued by CBRE; and
 - 5.1.4. in a timely and professional manner.
- 5.2. The Sub-Contractor shall use reasonable skill, care and diligence to ensure compliance with: -
 - 5.2.1. all applicable laws and regulations, Site rules, safety and security procedures notified by CBRE or the Client and all health, safety and hygiene regulations required by law, or which otherwise form an industry standard (including, but not limited to,

Standard Terms and Conditions for Maintenance Services

- any applicable safety guidance and recommendations approved or published by the Health and Safety Executive (or its successor);
- 5.2.2. any manufacturer's guarantees or recommendations; and
- 5.2.3. any rules and regulations issued by the Client to CBRE governing the performance of the Main Contract Services at the Site.

- 5.3. The subcontractor shall ensure that its employees, agents and contractors are fully aware of all requirements set out in clause 5.2 and shall ensure that its employees, agents and contractors comply with all such rules, procedures and requirements.
- 5.4. Without prejudice to the generality of provision 5.2.1, the subcontractor must ensure that it has and that all its employees, agents and contractors have all the appropriate licenses, permits and authorizations that enable the legal performance of the work at all times.
- 5.5. The Sub-Contractor shall cause the minimum level of disruption reasonably possible in performing the Services and shall keep CBRE advised in good time of any significant disruption that may arise.
- 5.6. The subcontractor must regularly and conscientiously perform the services in accordance with the subcontracting contract, so that the services will be completed by the contractual deadline and in accordance with any deadlines for the performance of service services. The subcontractor will fully cooperate with CBRE as well as other subcontractors during the performance of the services.

6. Commencement

- 6.1. The Services shall commence on the Commencement Date and shall continue indefinitely, subject to clauses 6.2 and 20. In the event of termination of the Main Agreement, the Subcontractor's participation shall automatically terminate upon CBRE's written notice.
- 6.2. The contracting parties may withdraw from the contract without giving a reason by observing the 90-day notice period.

7. Non-performance of the Services

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

8. Equipment, Facilities and Resources

- 8.1. The Sub-Contractor shall, at his own expense, provide all equipment necessary for the proper execution of the Services and shall keep the Sub-Contractor's equipment in good repair and safe condition. CBRE shall not be required to provide any facilities, services, materials, equipment, tools or any other matter for the performance of the Services unless specifically agreed and set out in the Order.
- 8.2. The subcontractor shall provide, at his own expense, all necessary resources for the implementation and completion of the services, including regular and extraordinary services of the necessary equipment. In addition, the Subcontractor will comply with all requirements of CBRE to record and display the progress of the work on and off-site for the purpose of comparing actual performance with the progress necessary to achieve the schedule, including any interim or completion dates for individual works and/or of the schedule of the main contract or other deadlines that may be specified or agreed. The means required to meet this requirement may include attending regular progress meetings and/or completing a detailed site log in a format to be determined by CBRE.
- 8.3. Representatives of CBRE and/or the Client may undertake unannounced inspections of the Services being performed and interview the Sub-Contractors employees, agents and contractors on Site in order to monitor performance of the Services.

Standard Terms and Conditions for Maintenance Services

- 8.4. The subcontractor must, upon prior notice and during normal business hours, allow CBRE or the client access to any location, equipment or person for any reason related to the performance of the subcontract, including the fulfillment of the subcontractor's quality criteria and compliance.
- 8.5. Representatives of CBRE and/or the Client may conduct unannounced inspections of the Services being performed and interview employees, agents and subcontractors on site to monitor the performance of the Services. Inspections do not relieve the subcontractor of any responsibility and the subcontractor cannot derive any rights from the results of the inspection or inspection or rely on the lack of the latter.
- 8.6. During the execution of the works, the parties will meet as often as agreed or as CBRE deems necessary to monitor the progress of the work, agree on the effects of changes or deal with any other matters. arising from or related to the subcontract.

9. Changes to the Services

- 9.1. No changes, variations, or extra services or work or supply of goods of any kind are to be carried out without prior written instruction from CBRE.
- 9.2. CBRE may request an addition to or omission from or other change in relation to the Services and the manner of their performance by issuing a written or email notice to the Sub-Contractor.
- 9.3. The subcontractor must evaluate all requested modified or additional work within five (5) working days after receiving the CBRE project manager's instructions. If the subcontractor cannot meet this deadline due to objective reasons, he must submit the evaluation no later than five (5) working days after receiving the input data of his subcontractors.
- 9.4. The Sub-Contractor shall promptly provide to CBRE all additional information that CBRE may request, including further estimates in respect of the matters set out in clauses **Error! Reference source not found.**, to assist CBRE in evaluating the benefit of any proposed change.
- 9.5. CBRE may, but is not obliged to, confirm any proposed change to the Services by written confirmation signed by a manager or director of CBRE. The subcontract shall remain unchanged if CBRE elects not to proceed with any modification.

10. Intellectual Property Rights

- 10.1. All Intellectual Property Rights in or arising out of any goods, materials, designs, drawing and specifications provided by CBRE in connection with this Sub-Contract shall remain at all times vested in, and the exclusive property of, CBRE. Where designs, products, or any developments (each being "Works") are specifically produced or developed by the Sub-Contractor for CBRE in connection with this Sub-Contract, all Intellectual Property Rights in such Works shall be the exclusive property of CBRE immediately upon creation.
- 10.2. The Sub-Contractor hereby assigns (or shall procure the assignment) at no additional costs to CBRE absolutely, with full title guarantee, all right, title and interest in any present and future Intellectual Property Rights in or arising out of any Works for the full term of such rights and all renewals and extensions, together with all rights of action and remedies in relation to infringements thereto and hereby waives or shall procure a waiver of all moral rights in such Works. At the request of and at no additional cost to CBRE, the Sub-Contractor shall promptly do all such further things and sign all documents or instruments necessary to vest all Intellectual Property Rights in or arising out of any Works in CBRE.
- 10.3. The Sub-Contractor shall indemnify and keep indemnified CBRE and its directors, officers, employees and agents from and against any and all damages (including legal fees and expenses) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Works by CBRE or the Client infringes the confidentiality or other Intellectual Property Rights of the said third party.
- 10.4. The parties agree that the Works (and all other things in which CBRE holds the Intellectual Property Rights pursuant to clause 10.1):
 - 10.4.1. may only be used by the Sub-Contractor as necessary to perform this Sub-Contract; and
 - 10.4.2. shall not be made available to any third party (other than the Client where required under the Main Contract) without CBRE's prior written consent.
- 10.5. In case the Works cannot become the exclusive property of CBRE, the Sub-Contractor hereby grants to CBRE, with effect as of creation of such Works, an unlimited (as to time and territory) license to use the Works for the purposes for which they were designated. The license also includes that CBRE shall be further entitled to change the Works or implement it in another aggregate work. CBRE shall be entitled to transfer the license to third persons based on assignment or sub-license. The Sub-Contractor is obliged to ensure the granting of licences/sub-licences to the same extent from any sub-contractors of the Works, including the settlement of the employee copyright work. The price of the license is included in the price for the Services. The media or documents on which the Works are stored become exclusive ownership of CBRE in accordance with this clause.

11. Staff Transfers

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

12. Confidentiality

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

13. Data Protection

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

14. Non-Solicitation

- 14.1. In order to protect the value of CBRE's client contacts, the Sub-Contractor undertakes, in relation to any services similar or connected to the Services, during the term of this Sub-Contract and for 12 months thereafter not to directly or indirectly (including through any

Standard Terms and Conditions for Maintenance Services

associated companies or other associated individuals) solicit orders from, supply, quote, tender or carry out any services whatsoever for the Client. Should the Client approach the Sub-Contractor, the Sub-Contractor will refuse any such approach and refer the Client to CBRE. If the Client will only deal with the Sub-Contractor, the Sub-Contractor shall pay to CBRE a commission of an amount equal to the amount that CBRE would have earned on the transaction had the supply been made through CBRE.

15. Liability, Insurance and Indemnity

- 15.1. The Sub-Contractor shall be liable for and shall indemnify and keep indemnified CBRE, each CBRE Group Company, together with all directors, officers, employees and agents of CBRE or any relevant CBRE Group Company ("Indemnified Parties") from and against any and all claims, demands, proceedings, damages, losses, liabilities, costs, charges and expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by an Indemnified Party arising out of or in connection with the Sub-Contractor's breach of this Sub-Contract, its negligence or otherwise arising out of or in connection with the Sub-Contractor's, its employees, directors, contractors or agents activities in relation to this Sub-Contract, including but not limited to claims for (i) death or personal injury, (ii) loss of or damage to property (iii) any economic loss, loss of profit, revenue, anticipated savings, data, use, contract, goodwill, opportunities or business, (iv) any indirect or consequential loss or damage, in each case whether suffered by CBRE, the Client or any other third party and (v) losses arising under the Main Contract or otherwise suffered or incurred by the Client where any act or omission of the Sub-Contractor causes CBRE to breach the Main Contract.
- 15.2. Subject to clause 15.4, CBRE shall not be liable to the Sub-Contractor, or to any of the Sub-Contractor's employees, agents or contractors, for any damages and/or compensation in respect of claims for personal injury or death suffered by any of the Sub-Contractor's employees or other staff. Subject to clause 15.3, the Sub-Contractor shall indemnify and keep indemnified the Indemnified Parties from and against all claims, demands, proceedings, damages, losses, liabilities, costs, charges, expenses (including professional fees on a full indemnity basis) of whatever nature which are brought against or incurred or suffered by an Indemnified Party in connection with such claim.
- 15.3. The indemnities in clauses 15.1 and 15.2 shall not apply to any damages, losses, liabilities, costs and expenses:
 - 15.3.1. to the extent caused by the negligence or wilful act or omission of CBRE; and
 - 15.3.2. to the extent caused by any breach or non-performance by CBRE of this Sub-Contract.
- 15.4. Nothing in this Sub-Contract shall exclude or restrict the liability of either party to the extent prohibited by law and in particular nothing in this Sub-Contract shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by law, or for fraudulent misrepresentation or other fraud.
- 15.5. The Sub-Contractor shall take out and keep in force with reputable insurance companies authorised to do business where the Services are provided suitable General Liability Insurance (Professional Indemnity) covering the Services, employers liability, and products liability insurance and other insurance that may be required or advisable to cover its potential liabilities under this Sub-Contract and shall demonstrate evidence of the same to CBRE at all reasonable times. Unless otherwise stated in the Order, the amount for each type of insurance shall be no less than \$1,000,000.00 per incident and in aggregate (or in each case an equivalent amount in the local currency where Services are ordered), unless CBRE agrees in writing to a different figure.
- 15.6. The insurance policies specified in clause 15.5 shall not have any unusual or onerous conditions, exclusions or limitations which may detrimentally affect the Sub-Contractor's ability to make a claim.
- 15.7. The Sub-Contractor shall ensure that CBRE's interest is noted on each insurance policy.
- 15.8. The subcontractor must provide CBRE with a copy of the insurance policy before starting the supply of goods. Upon CBRE's written request, the subcontractor must provide CBRE with satisfactory evidence of the existence of insurance in accordance with the provisions of this article within 24 hours of receipt of CBRE's written request.
- 15.9. If the Sub-Contractor is in breach of its obligations under this clause 15, CBRE may take out all or some of such insurances to cover equivalent risks and CBRE may deduct from any sums due to the Sub-Contractor or otherwise recover from the Sub-Contractor the costs and expenses incurred.
- 15.10. The Sub-Contractor shall during the term of the Sub-contract and for a period of twenty-four months thereafter:
 - 15.10.1. maintain the insurance policies stipulated in clause 15.5 above;
 - 15.10.2. refrain from any acts that may invalidate the insurance policies or prejudice CBRE's entitlement or any other interests of CBRE concerning the insurance policies; and
 - 15.10.3. procure that the terms of such insurance policies are not altered in such a way as to diminish the benefit of the insurance policies for CBRE.

16. Goods and Materials supplied by the Sub-Contractor

- 16.1. All goods and/or materials supplied as part of the Services shall be as specified in, and comply with the requirements of, the Order. Where standards of quality are not specified for the goods and/or materials in the Order, such goods and/or materials shall be of the best available quality suitable for the purposes for which they are intended and shall comply with the latest British Standards (or

Standard Terms and Conditions for Maintenance Services

where appropriate, applicable standards in the country where the Services are provided), all applicable laws and regulations) and where applicable the Main Contract.

- 16.2. The Sub-Contractor shall ensure that the benefit of any warranty, guarantee or other protections provided by the manufacturer or other supplier of the goods and/or materials supplied as part of the Services shall extend to CBRE and the Client, or shall be capable of transfer to CBRE or the Client.

17. Ownership, Title and Risk

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

18. Site Attendance

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

19. Supervision

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

20. Termination

- 20.1. Without prejudice to CBRE's other rights and remedies, the Sub-Contractor's engagement under this Sub-Contract may be terminated by CBRE in the following circumstances: -
 - 20.1.1. without cause by not less than ninety days' written notice to the subcontractor;
 - 20.1.2. by written notice with immediate effect if the subcontractor is subject to bankruptcy, compulsory or voluntary liquidation proceedings, compulsory settlement or any other insolvency proceedings or proceedings with the same effect under any legislation under which the subcontractor operates.
 - 20.1.3. by written notification with immediate effect, if the subcontractor's lienholder takes any measures to obtain possession of the property with which his claim is secured, or enforces his security in any other way;
 - 20.1.4. if any event similar to any of the circumstances described in clauses 20.1.1 to 20.1.3 inclusive occurs in any jurisdiction in which the Subcontractor is incorporated, domiciled or carries on business;
 - 20.1.5. by written notice with immediate effect, if the Subcontractor breaches any of its obligations under this Agreement and fails to remedy such breach within ten (10) business days of receiving a notice to remedy the breach.
- 20.2. Notwithstanding clause 20.1 above, this Sub-Contract shall automatically terminate in the event that CBRE's engagement under the Main Contract is terminated.
- 20.3. Notwithstanding any other provision of the Subcontract, in the event of any termination of this Subcontract due to the Subcontractor's failure to perform, including (without limitation) pursuant to clause 20.1.2 or 20.1.3 or 20.2, CBRE reserves the right to withhold or suspend payment to the subcontractor until CBRE assesses (i) additional costs to CBRE arising from the completion of the works (or as a result of passing these works to a third party for completion), (ii) all other costs and liabilities incurred by CBRE in connection with the termination, (iii) the quality and value of the work performed by the Subcontractor up to the date of termination in relation to the Subcontract and (iv) any other matters which CBRE considers require CBRE's assessment in relation to the Works and/or this Subcontract. Subject to Clause 4.10, CBRE shall be entitled to set off any sums it is liable to pay to the Sub-Contractor

Standard Terms and Conditions for Maintenance Services

calculated in accordance with Clause 22.3 and any other sums owed by the Sub-Contractor to CBRE either under the Sub-Contract or any other contract or order or agreement between the parties.

- 20.4. CBRE shall not be liable to the Subcontractor for any loss or damage of profit, revenue, expected savings, costs, goodwill, opportunity or any indirect or consequential loss or damage in the event that CBRE withdraws from the Contract in accordance with clause 22.
- 20.5. Termination, howsoever, caused shall not affect:
- 20.5.1. any right or liabilities which have accrued prior to the time of termination;
 - 20.5.2. the continuance in force of any provision of this Sub-Contract which expressly or by implication is intended to come into or continue in force after termination (including, but not limited to, clause 3 (Main Contract), clause 5 (The Sub-Contractor's General Obligations), clause 10 (Intellectual Property Rights), clause 11 (Staff Transfers), clause 12 (Confidentiality), clause 15 (Liability, Insurance and Indemnity), clause 16 (Goods and Materials supplied by the Sub-Contractor), clause **Error! Reference source not found.** (Termination), clause **Error! Reference source not found.** (Termination), clause 20.5 (Termination), clause 20.6 (Termination), clause 21 (Open Book Policy and Audit Rights) clause 23 (Third Party Rights), clause 25 (Severability) and clause 29 (Applicable Law)) .
- 20.6. On termination of the engagement of the Sub-Contractor for any reason, the Sub-Contractor shall, where applicable, take immediate steps to bring to an end its performance of the Services in an orderly manner but with all reasonable speed and economy and shall forthwith vacate the Site. In addition the Sub-Contractor shall deliver to CBRE all Confidential Information of CBRE and the Client and correspondence and documentation (including but not limited to engineers reports and test certificates) relating to the Services.

21. Open Book Policy and Audit Rights

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

22. Step-in

- 22.1. CBRE at its sole discretion may, in lieu of giving notice of termination under clause 20.1.3, by written notice to the Sub-Contract remove from the scope of the Sub-Contractor any portion or portions of the Services and may elect to either step-in itself or appoint third parties to complete and maintain such portion(s). In such event CBRE may recover the reasonable costs associated with the step-in or appointment under this clause from monies otherwise due or becoming due to the Sub-Contractor, or otherwise recovered as an outstanding debt to CBRE. The Sub-Contractor shall have no right or claim against CBRE in respect of this clause.

23. Third Party Rights

- 23.1. Except as provided in clause 11, clause 15 and this clause 23, no provision of the Sub-Contract shall be enforceable by any person who is not a party to it.
- 23.2. The Sub-Contract Agreement is entered into for the benefit of CBRE and all CBRE Group Companies ("the Group"). Each member of the Group shall be entitled, in its own right, to enforce all provisions for the benefit of CBRE, as if such provisions were expressed to be for the benefit of the relevant member of the Group in each case, to the extent determined by CBRE in its absolute discretion from time to time.

Standard Terms and Conditions for Maintenance Services

23.3. CBRE shall be entitled (but not required) to bring actions against the Sub-Contractor for losses, costs, expenses and liabilities incurred by members of the Group in connection with the matters referred to in clause 23.2 and in those circumstances, such amounts shall be treated as the losses, costs, expenses and liabilities of CBRE.

23.4. The parties shall not be required to notify or obtain the consent of any third party in order to rescind or vary the Sub-Contract or any provision of it. No third parties may assign or otherwise transfer any of their rights referred to in this clause 23.

24. Assignment and Sub-Contracting

24.1. CBRE may assign, transfer, encumber or otherwise dispose of any of its rights or obligations under the Subcontract at any time.

24.2. The subcontractor may not assign, transfer, encumber, hold in trust for another or deal in any other way with any of its rights or obligations under the subcontract. The subcontractor may not subcontract, sublease, or otherwise transfer its obligations under the CBRE subcontract without prior written consent. Such consent, if given, shall in no way relieve the subcontractor of its responsibilities under the subcontract.

25. Severability

25.1. If one or more provisions of the subcontract are declared invalid or void in any respect, this shall not in any way affect the validity or enforceability of the remaining provisions. However, if any provision is found to be invalid or void but would be valid if part of the text were deleted or if the scope or period were changed, they shall apply with such modifications as are necessary to make them valid and effective, at taking into account the changes in such a way as to bring them as close as possible to the original purpose, period and scope of the contract, whereby the parties undertake to conclude an appropriate annex to the basic contract. in accordance with its powers of change

26. Bribery, Corrupt Practices & Anti-Slavery

26.1. Sub-Contractor represents, warrants and undertakes to CBRE, the CBRE Group Companies and the Client and Client Affiliates (for the purposes of this clause 26, the "Assured Parties") that the Sub-Contractor and the Sub-Contractor's officers, employees, agents, consultants, subcontractors and Affiliates shall:

- 26.1.1. comply with CBRE's Anti-Bribery Policy and Anti-Slavery Policy provided to the Sub-Contractor as part of the on boarding process as amended from time to time, and any other compliance policies notified to the Sub-Contractor by CBRE from time to time ("Relevant Policies");
- 26.1.2. comply with all applicable laws, statutes, regulations, and codes from time to time in force relating to: (i) anti-bribery and anti-corruption including in the U.S. the Foreign Corrupt Practices Act and in the UK the Bribery Act 2010; and (ii) anti-slavery and human trafficking including the Modern Slavery Act 2015 and (iii) any relevant local laws related to modern slavery, human trafficking, bribery and corruption ("Relevant Laws");
- 26.1.3. immediately notify CBRE (in writing) if a foreign public official becomes an officer or employee of the Sub-Contractor or acquires a direct or indirect interest in the Sub-Contractor (and the Sub-Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Sub-Contract);
- 26.1.4. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or sections 1, 2 or 4 of the Modern Slavery Act 2015 or any section of the relevant local laws related to modern slavery, human trafficking, bribery and corruption;
- 26.1.5. within two months of the date of this Sub-Contract, and annually thereafter, certify to CBRE in writing signed by an officer of the Sub-Contractor, compliance with this clause 26 by the Sub-Contractor and all persons associated with it under clause 26.1.6. The Sub-Contractor shall provide such supporting evidence of compliance as CBRE may reasonably request; and
- 26.1.6. ensure that any person associated with the Sub-Contractor, including any supplier or subcontractor of the Sub-Contractor, who is performing Services in connection with this Sub-Contract does so only on the basis of a written contract which includes terms at least as onerous as those imposed on the Sub-Contractor in this clause 26 ("Relevant Terms"). The Sub-Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to CBRE for any breach by such persons of any of the Relevant Terms.

26.2. The Sub-Contractor represents and warrants that at the date of this Sub-Contract neither the Sub-Contractor nor any of its officers, employees or other associated persons:

- 26.2.1. has been convicted of any offence involving slavery or human trafficking; and
- 26.2.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

26.3. The Sub-Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Relevant Policies.

26.4. It is the intention of the Assured Parties that in the course of the respective negotiations and performance of this Sub-Contract no payments or transfers of value, offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper performance of any function or activity.

Standard Terms and Conditions for Maintenance Services

- 26.5. Notwithstanding any other provision to the contrary, the Insured Party may terminate this Subcontract for a material breach that cannot be cured pursuant to Article 19.2.1 when it becomes aware of information that provides a factual basis to believe that the Subcontractor or any of its executives, employees, agents, consultants, subcontractors or affiliates violated or caused the Insured Parties to violate applicable laws. In the event of termination of the contract for such a reason, the insured parties may withhold payment in relation to the part of the work to which the illegal conduct relates, and the Subcontractor must compensate the damage and protect the insured parties against all claims, demands, procedures, damages, losses, liabilities, costs, charges (including attorney's fees and court costs based on the principle of full indemnity) of any nature arising as a result of such violations.

27. Disputes

- 27.1. In the event of any dispute arising out of or in connection with this Sub-Contract the following procedures shall apply:
- 27.1.1. in the first instance the matter shall be referred to the CBRE operational representative and the Sub-Contractor's representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation.
 - 27.1.2. in the event that the dispute is not resolved in accordance under clause 27.1.1 within 20 Working Days the dispute shall be referred to CBRE's Alliance Director of the relevant business and the Sub-Contractor's representative of equivalent status.
 - 27.1.3. in the event that the dispute is not resolved in accordance under clause 27.1.2 within 20 Working Days the dispute shall be referred to the Managing Directors of each party.
 - 27.1.4. if no agreement is reached within a further twenty (20) business days, either party shall have the right to submit such dispute to the appropriate competent general court of the country in which the Services are provided.

28. General

- 28.1. Any notices sent under this Sub-Contract must be in writing and may be served by personal delivery, by hand, or by sending the notice by registered post at the address given above or at such other address as the relevant party may give for the purpose of service of notices under this Sub-Contract.
- 28.2. This Sub-Contract including its Schedule and any documents referred to in it contains the entire agreement between the parties in relation to the subject matter of this Sub-Contract to the exclusion of all other agreements and terms.
- 28.3. No variation of this Sub-Contract shall be effective unless and until it is made in writing and signed by each of the parties to this Sub-Contract by their behalf by duly authorised representatives. For the purposes of this clause, the expression "variation" includes any supplement, deletion or replacement however effected.
- 28.4. The failure to exercise or the delay in exercising, a right or remedy provided by this Sub-Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Sub-Contract or law prevents a further exercise of the right or remedy or the exercise of another right or remedy.
- 28.5. Except as expressly provided in the subcontract and these terms and conditions, the rights and remedies are cumulative and, unless otherwise provided, are not exclusive of any right or remedy provided by law. No right or remedy asserted by the Customer shall (unless expressly provided otherwise) be an obstacle or hindrance to the exercise of any other right or remedy.
- 28.6. Nothing in this Sub-Contract shall constitute a partnership, joint venture, representative or agency relationship between the parties to it or be construed or have effect as constituting any relationship of employer and employee between the parties. Neither party shall have the authority to bind or pledge the credit of, or oblige, the other in any way without obtaining the other's prior written consent.

29. Force Majeure

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

Standard Terms and Conditions for Maintenance Services

- 29.4. As soon as practicable following the commencement of the Event of Force Majeure, the party relying on the Event of Force Majeure shall enter into bona fide discussions with the other party with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

30. Contract penalties

- 30.1. Penalty for delay
- 30.1.1. In the event that the subcontractor does not fulfill its obligations under the contract on time for any reason for which the subcontractor is responsible, the subcontractor must pay a contractual penalty for late delivery, the amount of the penalty to be paid per day of delay is a minimum of 1% and a maximum of 10% of the net contract price.
 - 30.1.2. In case of delay, the subcontractor must agree with CBRE on an additional deadline for completion.
 - 30.1.3. Failure to comply with the additional deadline results in withdrawal from the contract, but does not release the subcontractor from the obligation to pay penalties for late execution.
- 30.2. Penalty for wrong execution (non-compliance)
The contractual penalty due to the subcontractor's performance contrary to the contract is equal to the amount of the damage caused.
- 30.3. Penalty for Default
If CBRE withdraws from the contract for reasons attributable to the subcontractor, it shall be charged a non-performance penalty of at least 10% and no more than 20% of the net contract price. In case of default, the subcontractor cannot claim payment for the part of the contract affected by the default.
- 30.4. Due date of the contractual penalty:
The penalty for delay is due for payment for each day started, after the deadline for implementation until the start date of handing over the works. The penalty for improper performance is due upon notification of the improper performance by CBRE. The penalty for non-fulfilment of the contract becomes due on the day when CBRE determines that the performance of the works is no longer possible.

A fine is considered an overdue monetary claim that is due for payment at the time of its occurrence. The penalty amount for late payment is deducted from the payment obligation to the subcontractor based on the invoice issued by the subcontractor.

31. Governing Law

- 31.1. This Subcontracting Agreement and all matters arising from or related to it shall be governed by the local law of the country in which the Services are performed and all disputes and claims arising from or related to this Subcontracting Agreement shall be subject to the exclusive jurisdiction of the competent general courts in the country where the services are provided.
- 31.2. Notwithstanding Clause 26.1, CBRE has the right to commence proceedings against the Sub-Contractor in any other competent court of its choice and the commencement of proceedings in accordance with this Clause shall not deprive the Sub-Contractor of the possibility to commence proceedings under the previous Clause, whether concurrently or otherwise.

DATA PROTECTION SCHEDULE

1. Data Protection

Definitions

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

Instructions and processing requirements

In the event that a subcontractor processes CBRE's or the client's personal data in connection with the services, the parties agree that for the purposes of the General Data Protection Regulation and this subcontracting agreement, the subcontractor processes CBRE's data.

The parties have determined the subject and duration of the processing, the nature and purpose of the processing, the processing, the type of personal data and the categories of individuals to whom the personal data relate, in the table below (which may be updated from time to time by agreement of the parties in writing):

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

In relation to such processing, the Sub-Contractor shall:

- process personal data only in accordance with CBRE's documented instructions as set out in these Terms or from time to time in writing.
- immediately informs CBRE if, in its opinion, the instruction violates the GDPR or other data protection provisions of the EU or EU member states and
- will not use personal data independently and will process them only to the extent and in the manner necessary for the purposes of the subcontract.

Technical requirements

In relation to such processing, the Sub-Contractor shall at its own cost:

- implement and maintain appropriate technical and organisational measures in relation to the processing so that the processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects and take all measures set out in Article 32 of the GDPR (security of processing) in relation to the personal data;
- implement and maintain appropriate technical and organisational measures in relation to the processing so as to enable CBRE to comply with CBRE's obligations to respond to requests for data subjects exercising their rights (including without limitation in respect of transparency, information, rights of data subject access, and rights to erasure and rectification);
- comply with the GDPR; and
- comply with the Client and CBRE's policies notified from time to time.

Personnel and sub-processor

The subcontractor must always, at his own expense:

- To ensure the reliability of its employees, staff, other workers and representatives and possible subcontractors; or their employees or agents (hereinafter: subcontractors) who occasionally participate in the provision of processing (hereinafter: subcontractors) and their employees or agents (hereinafter: subcontractors) who occasionally participate in the provision of processing (subcontractor personnel), including providing adequate training, and ensuring their compliance with the rules set out by the GDPR.
- Ensure that all personnel of the subcontractor that processes personal data will:
 - o protect the confidentiality of personal data;
 - o did not use personal data independently and
 - o bound by an obligation to protect confidentiality or are subject to an appropriate legal obligation to protect confidentiality

Subcontractor notwithstanding any other clause of the subcontract

- may not involve any sub-processors or allow access to personal data to any third party without CBRE's prior express written permission.

Standard Terms and Conditions for Maintenance Services

- notify CBRE in advance of any proposed changes related to subcontractors and give CBRE the opportunity to discuss and object; and
- ensure that all sub-processors are subject to conditions equivalent to the provisions of this agreement, including equivalent data protection and confidentiality obligations, as applicable to the sub-processor's sub-contractors.

Assistance

The subcontractor must at his own expense:

- notify CBRE within 24 hours if it receives a request from a data subject for access to their personal data; and
- not to respond to the requests of individuals to whom personal data refer or of third parties without CBRE's consent.
- to provide assistance, cooperation and information requested by CBRE, within a period determined by CBRE, in order for CBRE to ensure compliance with the GDPR, including:
 - on processing security;
 - on data protection impact assessments;
 - on consultation with the supervisory authority and
 - on possible measures to be taken in relation to violations of personal data protection.

Breach

In the event of an alleged or actual breach of personal data protection, the subcontractor must, at his own expense:

- to notify CBRE immediately and in any case within four hours of becoming aware of it.
- immediately and in any case within 4 hours of being informed, provide CBRE with all information, assistance and cooperation that CBRE requires in order for CBRE to comply with the GDPR.
- immediately implements the measures required by CBRE to eliminate any deficiencies or possible violations of the subcontractor's obligations.

Deletion and records

The Sub-Contractor shall at its own cost:

- at CBRE's choice, securely delete all personal data or return it to CBRE immediately and in the appropriate form, in any case within 12 hours after the end of the personal data processing services or termination of the subcontract and securely delete the existing additional copy;
- to make available to CBRE all information, assistance and cooperation that CBRE needs to demonstrate compliance with the subcontract and the General Data Protection Regulation and to facilitate and participate in audits, including inspections, carried out by CBRE or an auditor it appoints CBRE; and
- keep a written record of all categories of processing activities carried out on CBRE's behalf, containing the data required by the GDPR, and make the record available to CBRE upon request.

Transfers abroad

Subcontractor may not disclose or transfer Personal Information outside of the country in which the Services are performed without CBRE's prior written consent.