
General Terms & Conditions

1. SCHEDULING OF SERVICES:

The scheduling of the performance of the Services shall be done in accordance with the methods identified in Attachment 1 of this Services Contract or, if none are identified, with the methods specified by CBRE Equity Investment Management (Shanghai) Co., Ltd ("CBRE GI CHINA") from time to time. If no methods are specified by CBRE GI CHINA, all Services shall be performed with the highest degree of care, skill, diligence, professional knowledge, judgment and expertise according to sound work practices and the highest professional and industry standards, in a well-managed, organized and efficient manner; and further, that such methods use the skill, diligence, prudence and foresight as would reasonably be expected from a skilled and experienced person exercising all due care and attention in seeking to comply with its contractual obligations and in compliance with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as that in which the relevant matter arises. Supplier shall participate in all meetings as required by CBRE GI CHINA.

2. CONTRACT PRICE; PAYMENT STRUCTURE AND TERMS:

The Contract Price set forth in Attachment 2 to the Services Contract represents Supplier' s full compensation for performance of the Services, subject to adjustments provided for in this Services Contract, if any. The Contract Price includes all taxes, license, or similar charges that are imposed or otherwise assessed by reason of this Services Contract. CBRE GI CHINA reserves the right to reduce the Contract Price at the end of the contract term for services not rendered. CBRE GI CHINA shall have the right to withhold and setoff against amounts otherwise properly owing to Supplier and to recover any and all amounts necessary to cover costs that may be incurred by CBRE GI CHINA as a result of Supplier's unsatisfactory job performance, including, but not limited to, costs associated with supplementation of Supplier's work forces; inexcusable delays; defective Services not timely and fully remedied; disputed Services; and third-party claims

Notwithstanding the foregoing, Supplier recognizes that invoices for Services rendered pursuant to this Services Contract must be received by CBRE GI CHINA no later than sixty (60) days after the date such Services are rendered. Any invoices received by CBRE GI CHINA relating to Services performed more than sixty (60) days after the date such Services were rendered shall not be due or payable by CBRE GI CHINA. Acceptance by Supplier of final payment or failure to invoice for Services provided pursuant to this Services Contract within such sixty (60) day period shall constitute a full and complete release of any monetary claims with regards to submitted invoices against CBRE GI CHINA and its respective officers, shareholders, directors, partners, employees, agents, or other Suppliers.

Notwithstanding anything to the contrary contained herein, CBRE GI CHINA shall have no obligation to pay Supplier for Supplies until CBRE GI CHINA has received payment from its customer for such Supplies.

3. SUPPLIER REPRESENTATIONS AND WARRANTIES.

In performance of its obligations under this Services Contract, Supplier represents, warrants and covenants to CBRE GI CHINA and CBRE GI CHINA' s Customer as follows:

(A) All Services to be performed by Supplier under this Services Contract shall be performed in strict accordance with this Services Contract and with the highest degree of

care, skill, diligence, professional knowledge, judgment and expertise according to sound work practices and the highest professional and industry standards, in a well-managed, organized and efficient manner. All supplies and materials to be incorporated or utilized in connection with the performance of the Services shall be new, of the most suitable quality for the purpose intended, and in compliance with the terms and conditions of this Services Contract. All items provided by Supplier, including all Services, shall be subject to approval by CBRE GI CHINA. Except as otherwise expressly provided in this Services Contract, Supplier agrees to furnish and supply all labour, equipment, supplies, and materials which may be necessary or required for the performance of the Services. Supplier shall at all times enforce strict discipline among its employees and any permitted Suppliers assigned to perform the Services, and shall ensure that all such persons comply with any CBRE GI CHINA or Customer requirements in relation to security, behaviour or attire. All employees assigned by Supplier to perform the Services shall possess all required professional licenses and other certificates as may be required in connection with the performance of the Services. Supplier shall at all times use adequate numbers of qualified individuals with suitable training, education, experience, skill and the ability to understand and communicate in the local language, to perform the Services. CBRE GI CHINA reserves the right to require Supplier to remove from the Customer Locations any employee of Supplier who CBRE GI CHINA deems incompetent, careless, or otherwise objectionable, and the Supplier shall, at its own expense, provide a suitable replacement employee to provide the Services. Supplier shall indemnify, defend and hold CBRE GI CHINA harmless from and against any Claim arising out of or relating to any such removal of a Supplier employee.

(B) Supplier has had full opportunity to review and has carefully examined the Customer Locations. Supplier has satisfied itself as to the character, quality, and quantity of the Services to be performed, the conditions that may be encountered at the Customer Locations or that may otherwise affect the cost or difficulty of performing the Services, the labour, equipment, supplies, and materials to be furnished, supplied, or utilized in connection with performance of the Services, and all other requirements of this Services Contract.

(C) All Services shall be free from defects in material and workmanship for a period of one (1) year from the date of completion of the Services. Supplier shall, at no cost to CBRE GI CHINA, promptly and satisfactorily correct or repair (where applicable) any material or workmanship found to be defective or otherwise not in conformity with the requirements of this Services Contract and promptly remedy any damage resulting therefrom.

(D) Supplier holds all necessary certificates, permits and licenses from any and all applicable jurisdictions that are necessary to permit Supplier to legally and fully perform all of its obligations under this Services Contract and shall maintain all such certificates, permits and licenses in full force and effect at all times. Prior to commencing the Services, and thereafter on each anniversary of the Commencement Date, Supplier shall submit to CBRE GI CHINA satisfactory evidence showing that Supplier holds all such certificates, permits and licenses in good standing.

(E) Supplier shall perform the Services in a cost-effective manner at all times and use current technology that will enable CBRE GI CHINA to take advantage of advancements in the provision of such Services and support CBRE GI CHINA' s efforts to maintain the competitiveness of its service proposition both for the Customer and in the markets in which CBRE GI CHINA competes.

(F) Supplier's execution, delivery, and performance of this Services Contract does not violate the terms of any law, regulation, court order or material agreement to which Supplier is subject.

(G) Supplier shall not infringe, misappropriate, or violate any third party rights, including, without limitation, property or contractual rights, non-disclosure/confidentiality obligations, trademark rights, copyrights, patent rights or other proprietary rights.

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- (H) Supplier has sufficient capital and has made sufficient investment in its business, including the business of providing the Services under this Services Contract. Upon the written request of CBRE GI CHINA, Supplier shall promptly provide such information about its financial condition and staffing as is reasonably relevant to its ability to provide the Services contemplated in this Services Contract.
- (I) Supplier shall at all times maintain sufficient financial assets and pay its debts generally as they become due.
- (J) In order to ensure Supplier has sufficient resources to perform the Services, Supplier warrants that it does not have any assignments which are competitive with any assignment that it may receive pursuant to this Services Contract. Supplier warrants to CBRE GI CHINA that no current or future assignments will breach Supplier's responsibilities, commitments, obligations and fiduciary duties to CBRE GI CHINA and or its Customer under this Services Contract. During the term of this Services Contract, Supplier shall advise CBRE GI CHINA, in writing, within ten (10) days after it accepts any competitive assignment.
- (K) Supplier shall not hold itself out as the exclusive representative for CBRE GI CHINA or Customer. Supplier shall cooperate with CBRE GI CHINA to coordinate all communications and information to the general marketplace in a professional and consistent manner. Any written communication by Supplier to either the Client or any third parties about the Services Contract or the Services hereunder shall require the prior written approval of CBRE GI CHINA.
- (L) There is no claim nor any litigation, proceeding, arbitration, investigation or controversy pending to which Supplier or any of its affiliates is a party and which would affect its performance under this Service contract and Supplier shall immediately notify CBRE GI CHINA of the occurrence of any such matter at all times during the term of this Services Contract.
- (M) Supplier shall provide CBRE GI CHINA with access to its offices and any other areas utilized by the Supplier for the preparation or provision of Services at all reasonable times during business hours for CBRE GI CHINA to inspect work in progress. The making of, or failure to make, any inspection or acceptance of any Service shall not impair CBRE GI CHINA's right to reject nonconforming Services or to avail itself of any other remedies to which it may be entitled. Supplier agrees to provide CBRE GI CHINA with the annual certification that is attached hereto as Attachment 5 (the "Annual Certification") on each anniversary of the Commencement Date (and where there is more than one Service Commencement Date shown in Attachment 1, the Annual Certification shall be due on the anniversary of the earliest such Commencement Date). Supplier will make such Annual Certification each year this Services Contract is in effect, whether or not any demand for the Annual Certification is made by CBRE GI CHINA. The Annual Certification shall be sent to CBRE GI CHINA.
- (N) Supplier agrees that time is of the essence in its performance of the Services and obligations set forth in this Services Contract.

4. COMPLIANCE WITH APPLICABLE LAWS:

Supplier shall comply with all applicable national, state, and local statutes, laws (including the common law), treaties, ordinances, rules, codes, and regulations governing Supplier, the Services and the Customer Locations, 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 ("Applicable Law").

5. NO LIENS:

Supplier acknowledges that neither CBRE GI CHINA nor the Customer intend for the Services to constitute "improvements" or meet any similar definition that lends itself to ownership rights of Supplier or otherwise enable Supplier to avail itself to local lien statutes. As a result, Supplier shall not file nor permit any person or entity furnishing labour, equipment, supplies, or materials to Supplier or any person or entity acting for or under Supplier under this Services Contract to file any liens against CBRE GI CHINA, the buildings or the Customer Locations on which the Services are to be performed, including, but not limited to, labourers', materialmen's, and mechanics' liens or similar restrictions. Supplier shall furnish CBRE GI CHINA, upon request, affidavits of status of accounts and releases of liens as may be deemed necessary by CBRE GI CHINA. Supplier shall defend, indemnify, hold harmless and protect CBRE GI CHINA, its customer or any higher tier contractor against any and all liens of any kind as relating to the provision of Services provided hereunder.

6. CLEAN-UP:

Supplier shall keep its work and storage areas cleared of debris at all times. CBRE GI CHINA may, at its discretion, clean-up the Customer Locations and charge Supplier's account all costs for the same, including costs or penalties incurred by CBRE GI CHINA related to its KPIs or CPIs with the Customer.

7. CUSTOMER LOCATIONS OCCUPIED:

Supplier shall avoid interference with the Customer's use and enjoyment of the Customer Locations and shall take suitable safety and security precautions to avoid interference with Customer's business and operations when performing the Services. Supplier shall comply with all Customer and or CBRE GI CHINA requirements regarding conduct of operations and access timing and limitations. Supplier shall immediately advise CBRE GI CHINA when any of the conditions noted herein limit Supplier's ability to perform the Services.

8. SAFETY:

Supplier shall use suitable precautions to prevent injury to its employees and others on or about the Customer Locations and shall comply with all safety regulations required by the applicable health and safety rules, regulations and laws or by any other governmental authority, local law or safety regulation having jurisdiction over CBRE GI CHINA, Supplier, the Services or the Customer Locations. In connection with the performance of the Services, Supplier agrees to abide by the applicable CBRE GI CHINA Safety Policy, and any similar policy issued by the Customer – each of which have been reviewed and understood by Supplier. In addition, Supplier agrees to adhere to and perform the Services in accordance with the Customer's applicable health and safety policies and procedures. The applicability of said policies and procedures shall be determined solely by CBRE GI CHINA. Any conflict, dispute or inconsistency between any of the aforementioned programs, policies and procedures, shall be resolved in favour of the most stringent program, policy or procedure which affords the Customer the greatest amount of protection.

As between CBRE GI CHINA and Supplier, Supplier is solely responsible for taking reasonable precautions for the safety of Supplier's employees, and Supplier may not rely upon CBRE GI CHINA's implied or stated control of the workplace to reduce this responsibility nor assume that CBRE GI CHINA, as the prime contractor, controls or has the ability to control the presence or absence of hazardous conditions in the workplace to which Supplier's employees may be exposed.

Supplier shall indemnify and hold harmless CBRE GI CHINA, and its directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and

successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action, citations or liability, directly or indirectly, relating to or arising from Supplier's failure to take reasonable precautions for the safety of Supplier's employees, CBRE GI CHINA's employees or the employees of the Customer in the provision of the Services.

9. ASBESTOS AND HAZARDOUS MATERIALS:

If Supplier becomes aware of or suspects the presence of asbestos or hazardous materials at the Customer Locations, Supplier shall immediately stop work in the affected area and notify CBRE GI CHINA. If Supplier disturbs or otherwise fails to stop work as specified herein, then Supplier shall defend and indemnify CBRE GI CHINA against any and all claims that arise out of Supplier's action or inaction.

10. MOST FAVORED CUSTOMER: COST SAVINGS:

CBRE GI CHINA shall have the status of a Most Favoured Customer with respect to matters of pricing, quality, scheduling, delivery, warranty and indemnification for the Services provided hereunder. If Supplier offers more favourable terms for similar or comparable services to any of its other customers, Suppliers or clients, CBRE GI CHINA shall be entitled to the more favourable terms for all Services performed after such offer.

Supplier shall work with CBRE GI CHINA to undertake initiatives and programs to achieve continuous reductions in costs of the Services. Any reduction in Supplier's costs and improvements in productivity, regardless of source or reason, shall be shared with CBRE GI CHINA. CBRE GI CHINA may, but is not obligated to, benchmark the Services and costs related thereto, and Supplier agrees to cooperate with any such benchmarking procedure, including, but not limited to, a breakdown of pricing. If the resulting benchmark averages shows that Supplier's costs or fees are higher than the fees of other companies for similar services or goods provided, then the cost of this Contract shall be lowered to meet the benchmark averages with six (6) months retroactive effect compared to the start of the benchmark. If the resulting benchmark averages shows that Supplier's quality of performance of the Services, which may be measured on agreed upon KPI's, is lower or less than the quality of similar services or goods provided by other companies for fees or costs similar to those provided in this Services Contract, then Supplier shall increase the quality of the Services to meet the benchmark averages within two (2) months after the result of the benchmark is available.

11. SUBCONTRACTING:

Supplier shall not Subcontract, assign or transfer all or any portion of this Services Contract or delegate or Subcontract all or any portion of its responsibilities or obligations under this Services Contract in whole or in part (whether by operation of law or otherwise) without CBRE GI CHINA's prior written consent (and the prior written consent of Customer, where required) which may be withheld at CBRE GI CHINA's sole and absolute discretion. Supplier agrees that it will comply with CBRE GI CHINA's approval requirements, standards and guidelines in engaging Suppliers or purchasing any third party products or services, as specified by CBRE GI CHINA from time to time. Except as otherwise agreed by CBRE GI CHINA in writing, prior to entering into a permitted Subcontract with a third party for the Services, Supplier will (i) notify CBRE GI CHINA of the components of the Services affected, the scope of the proposed Subcontract, the identity and qualifications of the proposed Supplier, and the reasons for subcontracting the work in question; (ii) obtain CBRE GI CHINA's prior written approval of such Supplier; (iii) obtain the right to assign the Subcontract to CBRE GI CHINA or to provide the benefits of the Subcontract to CBRE GI CHINA, and (iv) confirm that CBRE GI CHINA and its customer are named as additional insureds on the Supplier's insurance policies, evidence of which are to be provided to CBRE GI CHINA prior to the Commencement Date and thereafter on a yearly basis no later than the anniversary of the Commencement Date with the requirement that written notice be provided to CBRE GI CHINA prior to any cancellation. CBRE GI CHINA will have the right, for any reason that is not unlawful, during the Term of this Services Contract to direct Supplier to replace a Supplier as soon as possible after providing reasonable notice and a chance for Supplier to remedy the problem. Supplier will comply with such direction and continue to perform its obligations under this Services Contract, notwithstanding the removal of the Supplier. CBRE GI CHINA will have no responsibility for any termination charges or cancellation fees charged to Supplier by any third party that are applicable to Subcontracts then used to provide the Services, as a result of any withdrawal or cancellation of Services or CBRE GI CHINA demand that Supplier replace a Supplier as permitted under this Services Contract. The terms of any Subcontract will be consistent with this Services Contract, unless CBRE GI CHINA agrees otherwise in writing. Supplier will be responsible and liable for any failure by any Supplier or other Supplier personnel/agent to perform in accordance with this Services Contract or to comply with any duties or obligations imposed on Supplier under this Services Supplier. Supplier will be CBRE GI CHINA's sole point of contact regarding the Services, including with respect to payment. Nothing herein shall be construed to prohibit CBRE GI CHINA from seeking information or otherwise engaging Suppliers for any purpose. Supplier will provide CBRE GI CHINA with access to all agreements and other documents relating to the Services and amounts charged to CBRE GI CHINA under this Services Contract as necessary to satisfy CBRE GI CHINA's internal control requirements. Nothing herein, or in any permitted Subcontract, shall be construed as a novation and Supplier shall not be relieved of any of its obligations contained herein. Any attempted assignment, subletting or transfer of this Services Contract shall be void and of no force and effect. Without restriction, and without the consent of the Supplier (but with prior written notice), CBRE GI CHINA may assign the Agreement to: a) any of its affiliates, b) to Customer, or c) a third party service provider designated in writing by CBRE GI CHINA's Customer.

12. ETHICS AND COMPLIANCE

Supplier agrees to abide by CBRE GI CHINA's Standards of business Conduct, a complete copy of which is accessible to Supplier by accessing <https://www.cbre.com/about/corporate-responsibility/procurements/supplier-code-of-conduct> at any time, and to cooperate with CBRE GI CHINA in the execution of responsibilities under such Ethics Policy and under CBRE GI CHINA's corporate compliance procedure. Failure to comply with this provision shall be considered a material breach of this Services Contract. CBRE GI CHINA will, at Supplier's written request, provide Supplier with a paper copy of the above referenced Ethics Policy. CBRE GI CHINA Ethics Hotline: +400 120 9375

13. SARBANES-OXLEY COMPLIANCE:

As and where required, Supplier shall comply with Sarbanes-Oxley ("SOX") requirements, and any non-compliances or deficiencies related to the provision of Services for CBRE GI CHINA and/or Customer requirements will be immediately reported to CBRE GI CHINA. CBRE GI CHINA and/or Customer maintain the right to review Suppliers operations, systems, files, processes or other matters related to SOX which are relevant to Services performed on behalf of Customer. Furthermore, CBRE GI CHINA and/or Customer shall have the right to review such Supplier information related to SOX compliance.

14. PUBLICITY:

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Supplier shall not issue any news releases or other public statements relating to this Services Contract without the prior written consent of CBRE GI CHINA.

15. NON-COMPETE:

At no time during the term of this Services Contract and for a period of one (1) year following the expiration or termination, for any reason, of this Services Contract, shall Supplier or its affiliates, without the prior written consent of CBRE GI CHINA, directly or indirectly, for the benefit of itself or any other person, use any information, knowledge, contacts, customer list or prospect list obtained through Supplier's role under this Services Contract, or otherwise to (i) divert the business of CBRE GI CHINA (or CBRE GI CHINA affiliate) or Customer (or Customer affiliate), (ii) induce Customer (or Customer affiliate) to discontinue or modify the present or future relationship between CBRE GI CHINA (or CBRE GI CHINA affiliate) and Customer (or Customer affiliate) or injure any such relationship in any manner, (iii) seek or obtain employment or business from Customer, (iv) inquire about or accept employment or business from Customer, (v) undertake or agree to render any services or provide any products to Customer other than as provided in this Services Contract, or (vii) attempt any of the above actions or cause any of the above actions to occur. The provisions in this Paragraph shall survive the expiration or earlier termination of this Services Contract.

16. OMISSIONS FROM SERVICES CONTRACT:

If Supplier believes that there is or may be any misdescription or omission from this Services Contract or if Supplier has any doubt as to the meaning of any term or condition set forth herein, Supplier shall immediately submit the matter to CBRE GI CHINA for written clarification. Any Service performed before receipt of such clarification shall be at Supplier's risk and expense. If any clarification of this Services Contract is needed, CBRE GI CHINA will clarify the same by issuing a written amendment to this Services Contract in line with the Change Control procedure set out below in paragraph 23 of this Attachment 3. If any adjustment to the costs of the Services is required as a result of the omission, such adjustment will be agreed as part of the Change Control procedure. If a change in the cost of the Services is found to be as a result of the Supplier's failure to undertake proper due diligence, CBRE GI CHINA shall be under no obligation to make any price adjustment. All labour, equipment, supplies and materials that may be reasonably inferable from this Services Contract as being required to produce the intended results or customarily performed or furnished by Suppliers performing services similar to the Services will be provided by Supplier in the performance of the Services at no additional cost to CBRE GI CHINA, whether or not specifically called for in this Services Contract.

17. INSPECTION:

The Services and Supplier's performance of the Services are subject to examination, inspection, and testing by CBRE GI CHINA at all reasonable times and places. If the Services are found to be defective or non-conforming, Supplier shall immediately take action to remedy the defective or non-conforming Services in a timely manner and Supplier shall reimburse CBRE GI CHINA for all expenses incurred in connection with such examination, inspection, and testing.

18. BONDS:

If requested by CBRE GI CHINA, Supplier shall furnish performance and or payment bonds each in the penal sum of 100% of the Contract Price with good and sufficient sureties acceptable to CBRE GI CHINA. If such bonds are required by CBRE GI CHINA, Supplier shall have no right to any payment under this Services Contract until such bonds are obtained by Supplier. If such required bonds are not obtained by Supplier, CBRE GI CHINA may, at its sole option, obtain such bonds and deduct from the Contract Price the cost of such bonds.

19. INSURANCE:

The following general requirements apply to any and all work under this Contract. Compliance is required by all Suppliers of any tier, including Supplier. Supplier shall not commence any work of any kind under this Services Contract until all insurance requirements contained in this Services Contract have been complied with as outlined below, and until evidence of such full compliance satisfactory to CBRE GI CHINA as to form and content has been filed with CBRE GI CHINA. Furnishing of documentary evidence showing less than full compliance shall not change the insurance requirements of this Services Contract. Any and all insurance required by this Services Contract shall be maintained during the entire length of this Services Contract, including any extensions thereto, and until all work has been completed to the satisfaction of CBRE GI CHINA. Approval or acceptance of the insurance by CBRE GI CHINA shall not relieve or decrease the liability of the Supplier hereunder and failure to maintain insurance shall constitute a material breach of Services Contract.

Type of Insurance	Minimum Limits
Commercial General Liability* insurance for bodily injury arising from premises, operations, personal injury, products/ completed operations, and contractual liability covering the indemnity provision as set forth in the Indemnification section.	Per Occurrence, General Aggregate, Product and Completed Operations Aggregate, Personal & Advertising Injury – the limit mandated in law
Automobile Liability* covering all autos used in connection with the work performed	Combined single limit covering property damage and bodily injury per occurrence - the limit mandated in law.
Workers' Compensation/ Employee Injury	As required by local law and/ or statute governing such insurance in the jurisdiction where work is to be performed and/ or as applicable to the employees conducting the work.
Employer's Liability*	Each accident, each employee, each disease – policy limit or as required by local law or statute.

20. RISK OF LOSS:

Supplier shall bear the risk of any loss or damage to all equipment, supplies, and materials to be used by Supplier in the performance of the Services, wherever located, and for all uncompleted Services.

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21. INDEMNITY:

Supplier hereby assumes exclusive responsibility for any and all personal injury, including death or property damage, of whatever nature and however caused, which results from or arises out of Supplier's performance of the Services. To the maximum extent permitted by law, Supplier agrees to defend, indemnify, and hold harmless (a) CBRE GI CHINA and its officers, directors, shareholders, employees, agents, representatives, subsidiaries, affiliates, successors, and assigns, and (b) any other person or entity that CBRE GI CHINA is required to defend, indemnify, and hold harmless in connection with Supplier's performance of the Services, including, but not limited to, the Customer or the Customer Locations, from and against all claims, demands, suits (regardless of legal theory), losses, damages, costs, expenses, fines, and penalties, including, but not limited to, reasonable attorneys' fees and disbursements (including those made by employees, agents, sub-Suppliers, and suppliers of Supplier) (any of which, a "Loss"), of any kind whatsoever, that arise out of, result from or are in connection with the Services, Supplier's performance of the Services or any breach or non-performance of any provision of this Services Contract.

Supplier's indemnification obligations set forth in this Paragraph shall not be limited in any way by any limitation on amount or type of damages, compensation benefits payable by Supplier or anyone employed by Supplier under workers' compensation acts, disability benefit acts, or any other employee benefit acts, any limits on the insurance coverage of Supplier or any insurance coverage of any person or entity entitled to indemnification pursuant to this Section.

If Supplier becomes aware of any Loss arising under any indemnity in this Services Contract, it shall notify CBRE GI CHINA of such Loss without undue delay and shall: (i) not make any admission of liability, agreement or compromise with any person in relation to such Loss without the prior written consent of CBRE GI CHINA; (ii) disclose to the CBRE GI CHINA all information and documents relating to such Loss which are within its ownership or control subject to any obligation of confidentiality owed to any person; (iii) take such action as CBRE GI CHINA may reasonably request to avoid, resist, contest, defend, compromise or remedy the Loss provided that CBRE GI CHINA shall reimburse it in respect of any reasonable costs incurred by it directly related to such request; and (iv) in connection with any action or proceedings relating to such Loss, on request, and subject to it being reimbursed for reasonable costs incurred directly as a result, use advisers and attorneys nominated by CBRE GI CHINA, or if CBRE GI CHINA requests, allow CBRE GI CHINA the sole control of such action or proceedings. CBRE GI CHINA SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER. CBRE GI CHINA's total liability for damages, or otherwise, resulting from its performance or nonperformance under this Order or with regards to any other obligations/ responsibilities herein shall not exceed the price for the Supplies

22. LIMITATIONS ON LIABILITY

This contract has been signed by CBRE GI CHINA on behalf of the Property Owner or Tenant. The rights and obligations of this contract are ultimately attributed to the Property owner or Tenant. No direct liability is accepted except CBRE GI CHINA's fault

(A) CBRE GI CHINA SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICES CONTRACT. SUPPLIER MUST BRING ANY CLAIM ARISING UNDER THIS SERVICES CONTRACT AGAINST CBRE GI CHINA WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF SUPPLIER DOES NOT BRING SAID CLAIM WITHIN THE TIME PERIOD PROVIDED, SUPPLIER HEREBY IRREVOCABLY WAIVES ITS RIGHT TO SUE OR OTHERWISE INSTITUTE ANY PROCEEDING AGAINST CBRE GI CHINA FOR SUCH CLAIM.

I For death or personal injury resulting from its performance of this Agreement, whether as an entity or as a person for whom it is vicariously liable;

II For its fraud or fraudulent misrepresentation or the fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;

III For any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

(B) Without prejudice to paragraph 22(A), nothing in this Agreement shall operate to exclude or restrict either Party's liability:

I for any breach of paragraph 25 (Confidentiality);

II for any breach of, or under any of paragraph 19 (Insurance);

III for any breach of paragraph 3(F) (Compliance with Legal requirements);

IV for any breach of paragraph 26 (Ownership);

V for any default caused by a deliberate personal repudiatory breach by Supplier.

(C) Without prejudice to paragraph 22(A) the exclusions and limitations of liability set out in this paragraph 22 shall not apply to CBRE GI CHINA's obligations to pay the Contract Price and/or any other sum in the nature of charges, costs and expenses which is properly due and payable (and not subject to a dispute) to the Supplier pursuant to the terms of this Services Contract.

(D) Subject always to paragraphs 22(A), 22(B), and 22(C) CBRE GI CHINA shall have no liability to the Supplier for any:

I loss of profit (whether direct or indirect)

II loss of revenue, loss of production or loss of business (in each case whether direct or indirect);

III loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);

IV loss of anticipated saving or loss of margin (in each case whether direct or indirect);

V indirect, consequential or special loss, which arises from any Default by CBRE GI CHINA.

(E) The Parties agree that paragraph 22(D) shall not prevent CBRE GI CHINA from recovering any of the following which it suffers or incurs and which arise directly from a Default by the Supplier:

I the additional costs and expenses reasonably and directly incurred by the CBRE GI CHINA in procuring and implementing reasonable workarounds or alternative or replacement services;

II the costs reasonably and directly incurred by CBRE GI CHINA in reconstituting or reloading lost or corrupted data;

III any fines paid by CBRE GI CHINA to a regulatory authority which CBRE GI CHINA has reasonably and directly incurred where the Default by the Supplier has directly resulted in CBRE GI CHINA being in breach of Applicable Law;

IV reasonable incremental operational and administrative costs and expenses reasonably and directly incurred.

(F) Each Party agrees to use its reasonable endeavours to mitigate the consequences of any Default by the other and accordingly the losses, costs, expenses, Claims it may claim as a result of that Default including, any Claim under any indemnities contained in this Services Contract. This shall not in any way restrict or reduce any obligation to mitigate loss or damage which may exist at common law or pursuant to Applicable Law.

(G) The Parties agree that they have negotiated this paragraph 22 and the allocation of risk in this paragraph is a fair and equitable position.

(H) To the extent permissible by Applicable Law. Both Parties agree to waive their respective right to a jury trial.

(I) The following terms are used in this Services Contract as defined below and any reference or use of these terms shall be construed by reference to the following:

Claim means a claim, demand, proceeding or cause of action

Default means

(a) a breach by the relevant Party of, a failure to perform by it or defect or delay in performance by it of:

l any of its obligations under this Services Contract; or

li any other obligation or duty (whether in contract, tort (including negligence), misrepresentation, under any statute or otherwise) which arises out of or in connection with this Services Contract; or

(b) circumstances giving rise to a Claim against the relevant Party under an indemnity contained in this Services Contract,

in each case howsoever caused, including by the negligence of the relevant Party (or the negligence of a person for whom it is vicariously responsible).

23. CHANGES TO SERVICES:

CBRE GI CHINA may at any time, by written notice to Supplier, modify, delete, or add to the Services to be performed by Supplier. If any such order affects the costs of, or the time period required for, performance of the Services, an equitable adjustment in the Contract Price or an adjustment in the Services Term will be made by CBRE GI CHINA. Such written notice may be issued before agreement as to an equitable adjustment has been reached between CBRE GI CHINA and Supplier, and Supplier shall promptly proceed in accordance therewith, notwithstanding any delay in reaching agreement. Neither the issuance nor performance of such a written notice shall prejudice the rights of either CBRE GI CHINA or Supplier to contest at any time the entitlement to, or the amount of, the equitable adjustment related to such written notice. No claim by Supplier for extra compensation shall be enforceable against CBRE GI CHINA unless Supplier's claim is based on a written notice issued by CBRE GI CHINA pursuant to this Paragraph

24. NO THIRD PARTY BENEFICIARIES:

No person other than the parties to this Contract and the Customer shall have any rights in this Contract. The rights of this Contract are exclusively those of the parties to this Contract and, where required by CBRE GI CHINA' s contract, the Customer. There shall be no third party beneficiaries of this Contract except as set forth in the immediately preceding sentence.

25. CONFIDENTIALITY AND NONDISCLOSURE:

(A) As used in this Services Contract, "Confidential Information" means all non-public information disclosed by or relating to the CBRE GI CHINA or Customer that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential (for example, but not limited to, personally identifiable information). Confidential Information includes, without limitation, (i) all non-public information relating to CBRE GI CHINA' s or Customer' s technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) specifications, drawings, sketches, models, samples, tools, technical information or data, regardless of format or medium, furnished to Supplier by CBRE GI CHINA or Customer, or to which Supplier has access or is exposed, in performance of this Services Contract, including such information that may be designated for disposal/recycling and (iii) all third-party information that CBRE GI CHINA or Customer is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge. (B) Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Services Contract, (ii) can be shown by documentation to have been known to Supplier at the time of its receipt from CBRE GI CHINA or Customer, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Supplier without reference to any Confidential Information. (C) Supplier may use Confidential Information only in pursuance of its business relationship with CBRE GI CHINA and the performance of the Services under this Services Contract. Except as expressly provided in this Services Contract, Supplier shall not disclose Confidential Information to anyone without CBRE GI CHINA' s prior written consent. (D) Supplier shall restrict the possession, knowledge and use of any Confidential Information to those of its employees and contractors who have a need to know the specific Confidential Information in connection with the performance of Services under this Services Contract. Supplier shall be responsible for its employees' and contractors' compliance, and will ensure that its employees in fact comply, with this Services Contract. All Confidential Information shall remain CBRE GI CHINA' s or Customer' s, as applicable, exclusive property. The disclosure of Confidential Information under this Services Contract will not constitute an express or implied grant to Supplier of any rights to or under CBRE GI CHINA' s or Customer' s patents, copyrights, trade secrets, trademarks or other intellectual property rights. (E) Supplier may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that Supplier (i) gives CBRE GI CHINA and Customer prior written notice sufficient to allow CBRE GI CHINA or Customer, as applicable, to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. (F) Supplier shall return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following CBRE GI CHINA' s or the Customer' s written request, and in any event, notwithstanding that no such request is made, shall do so within thirty (30) days of the expiry or termination (howsoever that occurs). Supplier shall provide written certification of its compliance with this Section to CBRE GI CHINA and or the Customer (if requested to do so).

26. OWNERSHIP:

All work product created by Supplier pursuant to this Services Contract ("Work Product") shall belong exclusively to CBRE GI CHINA including, without limitation, all patent, copyright, trademark, and trade secret rights therein, and Supplier retains no interest in, or right to use or re-use, any Work Product.

27. FORCE MAJEURE EVENTS AND SUSPENSION OF WORK:

Neither party hereto shall be liable to the other party for any loss or damage arising out of a failure to perform their respective obligations under this Services Contract if said failure to perform is caused by an event beyond the reasonable control of the party, including, but not limited to, acts of God, acts of governmental agencies, strikes, labour disputes, fire, explosions or other casualties, theft, vandalism, riots, war, or material unavailability of equipment, supplies, or materials (each a "Force Majeure Event"). A party seeking relief under this Paragraph shall immediately notify the other party in writing of the occurrence of the Force Majeure Event, the anticipated impact on the affected party' s ability to perform its obligations under this Services Contract, and the steps such party intends to take to remedy the Force Majeure Event. Each party shall use commercially reasonable efforts to minimize the impact, losses, damages, and delay associated with a Force Majeure Event. CBRE GI CHINA may direct in writing that Supplier suspend, delay, or interrupt performance of all or any part of the Services and the associated payments for such period of time that CBRE GI CHINA determines to be appropriate or necessary.

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28. SUPPLIER DAMAGES:

If Supplier fails to complete the Services in accordance with the Service Levels and in the manner specified, or fails to make adequate and continuous progress so as to assure the timely completion of the Services, Supplier shall be liable to CBRE GI CHINA for any damage suffered by CBRE GI CHINA by reason of such failure, and CBRE GI CHINA may deduct and retain the amount of such damage out of money which may be due or become due and payable to Supplier under this Services Contract. Upon notice to Supplier, but without Supplier's permission, CBRE GI CHINA shall have the right to supplement or replace, in whole or in part, at CBRE GI CHINA's sole and exclusive discretion, Supplier's work force so as to assure the timely and adequate completion of the Services and to deduct and retain the costs associated with such efforts from amounts due or that become due Supplier under this Services Contract and/or recover such amounts from Supplier as damages, whether or not this Services Contract has been terminated. In the event CBRE GI CHINA elects to supplement Supplier's work force, Supplier hereby agrees to cooperate with CBRE GI CHINA and such supplemental work force in the timely completion of the Services. [Need to consider if CBRE GI CHINA also wants a right to terminate the Services Contract if the Force Majeure event continues for a period greater than [3] months and or the head contract is terminated by the Customer.]

29. TERMINATION FOR DEFAULT: :

A. If a Party:

- i. commits a Material Breach of this Services Contract which cannot be remedied; or
- ii. commits a Material Breach of this Services Contract which can be remedied but fails to remedy that breach within 30 days of a written notice referring to this paragraph 29(A)(ii), setting out the breach and requiring it to be remedied, being given by the other Party,

B. A Material Breach can be remedied if the Party in breach can comply with the relevant obligation in all respects other than as to time of performance.

C. Paragraphs 29(A) and 29(B) shall not apply to any failure by CBRE GI CHINA to make any payment due to the Supplier under this Services Contract on or before the due date. Paragraph 29(D) shall apply instead to any such failure.

D. Supplier may not terminate this Services Contract for non-payment by CBRE GI CHINA of amounts owed (that are not otherwise in dispute), unless CBRE GI CHINA fails on three occasions in any four month period to make any payment due to the Supplier under this Services Contract when due.

E. Either Party may terminate this Services Contract immediately by giving written notice to that effect to the other Party if the other Party becomes Insolvent. Each Party shall notify the other Party without undue delay upon becoming Insolvent.

F. The following terms are applicable to this paragraph 29, and any reference or use of these terms shall be construed by reference to the following:

Material Breach means a breach by either Party which:

I would have a serious adverse effect on the benefit which the other Party would otherwise derive under this Services Contract;

II would expose the other Party to any material liability; or

III would be a repudiatory breach of contract at common law; and

IV a Default (as defined in paragraph 22).

Material Breach does not include the non-payment by CBRE GI CHINA of a disputed invoiced amount.

If Supplier, in CBRE GI CHINA's reasonable opinion, refuses or fails to undertake performance of the Services with such diligence as will ensure timely completion of the Services in compliance with the Service Levels, or fails to comply with any written notice issued by CBRE GI CHINA provided for herein, or otherwise violates, breaches or fails to perform any term or provision of this Services Contract, CBRE GI CHINA may, at its sole discretion without notice or opportunity to cure, terminate this Services Contract. In such event, CBRE GI CHINA may, but is not obligated to, perform the Services, by contract or otherwise, and CBRE GI CHINA may take possession of and utilize in performing the Services such equipment, supplies, and materials of Supplier located on the Customer Locations as necessary therefore. The rights and remedies of CBRE GI CHINA provided in this Paragraph are in addition to any other rights and remedies provided by law or in equity or under this Services Contract. Supplier is liable to CBRE GI CHINA for all costs and expenses required to perform the terminated Services.

30. TERMINATION FOR CONVENIENCE:

This Services Contract may be terminated for convenience by CBRE GI CHINA in whole or in part at any time by written notice to Supplier. A written termination notice that does not specifically refer to this Paragraph (Termination for Convenience) shall be treated as a termination for default pursuant to the terms of Paragraph 29 (Termination for Default). A termination for default by CBRE GI CHINA that is later determined to be wrongful shall be treated as a termination for convenience. In the event of a termination for convenience, Supplier shall be entitled to the proportional share of its payment for all Services satisfactorily completed up to the date of termination, unless otherwise provided in Attachment 2. Upon such termination, Supplier shall not be entitled to payment for uncompleted Services, anticipated profit or unabsorbed overhead. In addition to any other rights of CBRE GI CHINA to cancel or terminate this Services Contract in accordance with this Paragraph, or any other Paragraph within this Services Contract, CBRE GI CHINA may, upon written notification 30 days ahead to Supplier, and without paying any extra charge to Supplier, terminate all or any part of this Agreement if Supplier or CBRE GI CHINA merges or amalgamates with any other entity or is acquired by any other entity (whether by stock/ownership interest or asset sale).

31. DISPUTES:

If any dispute shall arise between Supplier and CBRE GI CHINA in connection with this Services Contract, the parties shall promptly attempt in good faith to settle the same by negotiation.

Notwithstanding the foregoing, if CBRE GI CHINA determines, in good faith, that a breach or threatened breach of the terms of this Services Contract by Supplier would result in irreparable harm to CBRE GI CHINA, Customer, the Services, this Services Contract or the agreement between CBRE GI CHINA and Customer, such that a temporary restraining order or other form of injunctive relief is the only appropriate and adequate remedy, CBRE GI CHINA may proceed directly to court and may obtain such relief without bond (if permitted by law).

32. ATTORNEYS' FEES:

Except as otherwise provided in Paragraph 31 (Disputes), if either party is required to commence legal proceedings to enforce any provision of this Services Contract or to protect its interests in any manner arising under this Services Contract, the party prevailing in such proceedings shall be entitled to reimbursement for all costs and expenses, including reasonable attorneys' fees, incurred in such proceeding. For purposes of this Paragraph, a "prevailing party" is defined as a party whose legal position is predominately correct, as determined by the judge or arbiter. To the extent that neither party is a "prevailing party" then each party will be responsible

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for its own costs and expenses.

33. APPLICABLE LAW; SEVERABILITY:

This Services Contract shall be governed by the laws of China without regard to the laws of any other jurisdiction that might be applied because of the conflict of laws principles of the State of Wisconsin. In the event that one or more of the provisions in this Services Contract are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respects, the validity, legality, and enforceability of the remaining provisions thereof shall not be in any way affected or impaired.

34. INDEPENDENT SUPPLIER:

Nothing in this Services Contract shall be construed as reserving or granting to CBRE GI CHINA any right to exercise any control over or to direct in any respect the conduct or management of the business or operations of Supplier. The entire control and direction of such business and operations shall be and shall remain in Supplier. Neither Supplier nor any person performing any duties or engaged in any work on behalf of Supplier shall be deemed an employee or agent of CBRE GI CHINA. Supplier agrees to indemnify, defend, and hold harmless CBRE GI CHINA and its officers, directors, shareholders, employees, agents, representatives, subsidiaries, affiliates, successors, and assigns, from and against all claims, demands, suits (regardless of legal theory), losses, damages, costs, expenses, fines, and penalties, including, but not limited to, reasonable attorneys' fees and disbursements, of any kind whatsoever, that arise out of, result from, or are in connection with Supplier's employees, affiliates, agents, shareholders, Suppliers including, but not limited to, hiring, termination, discipline, evaluation, resolution of complaints and grievances, loss of profits, loss of opportunities and all other claims which flow from a belief (whether such belief is upheld by a court of competent jurisdiction or not) that the Contract's relationship with CBRE GI CHINA is other than as expressed in this paragraph

35. RIGHT TO AUDIT:

Upon forty-eight (48) hours written notice to Supplier, CBRE GI CHINA and / or Customer may audit and verify Suppliers operating environment, business records, compliance with the terms and conditions of this Services Agreement and any applicable (as determined solely by CBRE GI CHINA) terms and conditions of the agreement between CBRE GI CHINA and Customer (which shall be set out in Attachment 4, as amended from time to time) and service capabilities (but only to the extent that they relate to the provision of Services delivered under this Agreement) during Suppliers normal business hours to ensure that Supplier is maintaining adequate controls and security measures, that Supplier's billings to CBRE GI CHINA are correct, and that any reports required under this Agreement are accurate. Supplier will provide CBRE GI CHINA and the Customer with information and access to facilities and personnel relating to the Services.

Notwithstanding the preceding, CBRE GI CHINA and/or Customer will not be entitled to review any confidential information or proprietary information of Supplier or a third party not (directly or indirectly) related to the Services, or which Supplier or a third party is prohibited from disclosing due to applicable contractual and legal obligations.

Supplier shall refund any overcharges CBRE GI CHINA and/or Customer discovers as a result of an audit within fourteen (14) days of such overcharges being identified by the audit. In addition Supplier shall pay the reasonable audit expenses with respect to such audit provided however Supplier shall not be obligated to pay audit expenses in excess of an amount equal to the overcharged amount. All Supplier costs associated with any audit are to be the responsibility of Supplier.

36. NOTICE:

Unless otherwise indicated, all notices or other correspondence between the parties hereto must be in writing and shall be deemed duly given (a) on the date of delivery if personally delivered, or if by facsimile or electronic mail, upon written confirmation of receipt by facsimile or electronic mail, or (b) on the first business day following the date of dispatch if sent by a reputable overnight delivery service (such as, DHL or FedEx), to the address of such party as follows:

37. WARRANT OF AUTHORITY:

Each party executing this Services Contract represents and warrants to the other that it has full power and authority to enter into this Services Contract and to bind itself to performance thereunder. Each party further represents and warrants that the individual signing this Services Contract is an officer (if a corporate party) or a principal of the party for which he or she signs and has been granted or delegated all requisite power and authority to bind the party on behalf of which he or she signs. Supplier acknowledges and agrees that this Services Contract is not binding on CBRE GI CHINA unless executed by three (3) authorized representatives of CBRE GI CHINA.

38. SURVIVAL OF CERTAIN PARAGRAPHS.

The provisions of this Services Contract which, by their terms, require performance after the termination or expiration of this Services Contract, or have application to events that may occur after the termination or expiration of this Services Contract, will survive the termination or expiration of this Services Contract, including, without limitation: Paragraphs 2 (Contracting Price; Payment Structure and Terms), 3(C) (Warranty of Services), 5 (No Liens), 7 (Customer Locations Occupied), 12 (Ethics and Compliance), 15 (Non-Compete), 21 (Indemnity), 22 (Limitations on Liability; Waiver of Jury Trial), 33 (Applicable Law), 36 (Notice) and 38 (Survival of Certain Paragraphs) shall survive the termination of this Services Contract. For purposes of clarity, all indemnity obligations and any applicable indemnification procedures will be deemed to survive the termination or expiration of this Services Contract.

39. ENTIRE CONTRACT:

This Services Contract shall constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any previous agreements or understandings (oral or written) between the parties. There are no agreements, understandings, or covenants between the parties of any kind, and Conditions, this Services Contract cannot be modified except by an instrument in writing signed by an authorized representative of each party making specific reference to this Services Contract. expressed or implied, oral or otherwise, pertaining to the Services which have not been set forth or specified in this Services Contract. Except as expressly provided in these General Terms

No delay or omission by CBRE GI CHINA at any time to require performance of any provision of this Services Contract shall affect CBRE GI CHINA's right to enforce such provision at a later time. No waiver by CBRE GI CHINA of any condition or the breach of any term, covenant, representation or warranty contained in this Services Contract whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such condition or breach or a waiver of any other condition or be deemed to be or construed as the breach or a waiver, of any other term, covenant, representation or warranty contained in this Services Contract.

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In entering into this Services Contract, CBRE GI CHINA is relying in good faith on representations and statements of fact made by Supplier. During the term of this Services Contract, should any representation or statement of fact be discovered to be untrue in any material respect, CBRE GI CHINA may exercise the remedies as provided herein or any other remedies as provided at law or in equity.

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