

CBRE K.K.
General Terms and Condition of Purchase

These Terms and Conditions (this “**T&C**”) apply to transaction between CBRE K.K. (“**CBRE**”) and Supplier referenced by the Purchase Order (the “**PO**”) for CBRE’s entrustment of the services to, or purchase of goods from, Supplier. This T&C and the PO shall constitute one agreement as a whole, and “the PO” herein shall include this T&C applicable to the PO unless the context requires otherwise. Supplier shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

Article 1. (Order of Precedence)

This T&C sets forth the terms and conditions commonly applicable to the PO; however, if there are any discrepancies between this T&C and the PO, the provisions of the PO shall prevail. If the Act against Delay in Payment of Subcontract Proceeds, Etc. to Subcontractors (*shitauke daikin shiharai chien tou boushi hou*) (Act No. 120 of June 1, 1956, as amended) (including its rules, guidelines etc., hereinafter collectively referred to as the “Subcontract Act”) is applicable to the PO and any amendments to specific terms are required in order to comply with the Subcontract Act, such terms shall be amended accordingly.

Article 2. (Performance of Services)

1. Supplier covenants to CBRE that it will comply with Supplier Code of Conduct provided below, as may be amended from time to time (the “**Supplier Code of Conduct**”):
<http://www.cbre.com/about/corporate-responsibility/procurement/supplier-code-of-conduct>
2. Supplier shall perform its obligations/duties under the PO (the “**Services**”) in accordance with applicable laws and regulations, Supplier Code of Conduct, the PO and CBRE’s reasonable instructions.
3. Supplier shall, immediately upon CBRE’s request, report to in writing CBRE the status of implementation of the Services and other matters relating to the Services.

Article 3. (Inspection and Check)

When the Services include sale of goods or creation and delivery of deliverables, Supplier shall deliver the goods or deliverables in accordance with the PO, and the delivered goods or deliverables (the “**Deliverables**”) shall be inspected by CBRE by the date specified in the PO.

Article 4. (Fees and Payment Terms)

In consideration of the Services performed by Supplier, CBRE shall pay to Supplier the fees by the due date as each set forth in the PO.

Article 5. (Warranty against Defect)

1. If non-conformance to the PO in respect of the Services is discovered within twelve (12) months from the date of acceptance by CBRE or the period provided in Supplier’s standard warranty covering the Services, whichever is longer, CBRE may demand that Supplier repair or replace the said non-conformance, or demand that Supplier compensate CBRE for any and all losses, damages, costs and/or expenses suffered or incurred as a result of such non-conformance.
2. CBRE and Supplier hereby agree that Articles 562 to 566 of the Civil Code (*minpou*) (Act No. 89 of April 27, 1896, as amended) (hereinafter referred to as the “**Civil Code**”) and Article 526 of the Commercial Code (*shou hou*) (Act No. 48 of March 9, 1899, as amended) shall not apply to the Services.

Article 6. (Attribution of Rights)

1. Supplier shall warrant that CBRE can freely make use of, and permit any third party to make use of, the Deliverables for any purpose (including but not limited to utilization, duplication, display, distribution and sales) without any restriction.
2. If Supplier retains any copyright or other intellectual property rights of the Deliverables, Supplier grants to CBRE a perpetual, irrevocable, royalty-free, fully-paid, nonexclusive and worldwide license to make use of the Deliverables for any purpose (including but not limited to utilization, duplication, display, distribution and sales). Supplier shall not exercise the author’s moral right in the Deliverables.

Article 7. (Warranty)

1. Supplier represents and warrants that no part of the Deliverables are subject to copyrights or other intellectual property rights, property rights (including proprietary rights) or any other rights of third parties; that no use (including but not limited to utilization, duplication, display, distribution and sales) of the Deliverables infringes any intellectual property rights (including copyright), property rights (including proprietary rights) or any other rights of third parties; and that the Deliverables do not contain any third party's confidential information.
2. Supplier shall hold CBRE harmless from and against, and shall promptly settle at its own expense, any and all claims and disputes arising out of the Deliverables or any use, utilization, duplication, etc. thereof.

Article 8. (Handling of Information)

Supplier shall handle the information relating to the PO and the Services in accordance with the provisions set forth in Exhibit 1 (Handling of Confidential Information, etc.) attached hereto.

Article 9. (Subcontracting)

1. Supplier shall not subcontract the Services in whole or in part to any third party without the prior written approval of CBRE.
2. Even if Supplier subcontracts the Services in whole or in part to a subcontractor with CBRE's prior written approval as stated in the preceding paragraph, Supplier shall not be relieved from its obligations under or in respect of the relevant PO and the Services. Supplier shall cause the subcontractor to comply with and observe the applicable laws and regulations, Supplier Code of Conduct, the provisions of the relevant PO and CBRE's instructions, and shall be fully responsible for the acts or omission of the subcontractor and the results thereof.

Article 10. (Compensation)

Supplier shall compensate CBRE for its losses, damages, costs, expenses and any other burden suffered or incurred by CBRE as a result of Supplier's breach, violation or non-compliance of the applicable laws and regulations, Supplier Code of Conduct and the PO and/or CBRE's instructions.

Article 11. (Cancellation, Termination)

1. CBRE may cancel any PO(s) (all or part of POs existing at the time of the cancellation or termination, herein after the same in this Article) at any time by giving a written notice to Supplier.
2. The Parties may immediately terminate the PO, with notice or demand to the other Party, if the other Party:
 - (1) fails, or is likely to fail, to perform the PO and there is no justifiable reason for such failure;
 - (2) is unable to pay its debts as they become due, or files or is subject to a petition for provisional attachment, attachment, foreclosure sale, bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or special conciliation proceedings;
 - (3) is subject to suspension of a transactions at clearinghouses;
 - (4) is subject to coercive collection of taxes and public dues;
 - (5) falls within any of the events stipulated in Article 542 of the Civil Code; or
 - (6) in addition to the above items, any event occurs that is deemed to make it difficult, in effect, to continue the PO.For the avoidance of doubt, Articles 541 and 543 of the Civil Code shall not apply to the PO.
3. If either Party terminates any of the PO in accordance with the provisions of the preceding paragraph, the Party may demand the other Party to compensate for its losses and damages suffered or incurred as a result of such termination.

Article 12. (Effective Period)

The PO shall be effective until the Services by Supplier and the payment of fees by CBRE are completed; provided however, the obligations and duties under any provisions which by their nature extend beyond the expiration or termination of any PO, including but not limited to warranties, compensations, intellectual property, protection of confidential information shall survive the expiration or other termination of the PO.

Article 13. (On-Site Inspection, etc.)

CBRE may, with reasonable notice period, enter Supplier's premises or other place where the Services are provided in order to inspect or audit the status of the implementation of the Services. The Supplier shall, upon CBRE's request,

allow CBRE to enter Supplier's premises and provide CBRE with books and records relevant to the Services.

Article 14. (Exclusion of Anti-Social Forces)

The Parties shall comply with the provisions set forth in Exhibit 2 (Exclusion of Anti-Social Forces) attached hereto.

Article 15. (Anti-Corruption)

1. Each of the Parties hereby covenants to the other Party that it shall comply with the provisions of the US Foreign Corrupt Practices Act, the UK Bribery Act, the Criminal Code (*kei hou*) (Act No. 45 of April 24, 1907, as amended), the Act against Unfair Competition (*fusei kyosou boushi hou*) (Act No. 47 of May 19, 1993, as amended), the Act on Prevention of Transfer of Criminal Proceeds (*hanzai ni yoru shueki no itenboushi ni kansuru houritsu*) (Act No. 22 of March 31, 2007, as amended) and the relevant anti-corruption, anti-bribery and anti-money laundering laws and regulations applicable to it (collectively, the "**Anti-Corruption Laws**").
2. If either Party breaches the preceding paragraph (such breaching Party shall hereinafter be referred to as the "**Breaching Party**"), the other Party may immediately terminate, all or part of POs existing at the time of the termination (such terminating Party shall hereinafter be referred to as the "**Terminating Party**"). In such event, the Breaching Party shall compensate for any and all losses and damages suffered or incurred by the Terminating Party as a result of such termination, and the Terminating Party shall not be liable for any losses or damages suffered or incurred by the Breaching Party arising from or in connection with such termination.

Article 16. (No Assignment)

Supplier may not assign, transfer, cause to assign or transfer, or offer as collateral all or any part of the rights and obligations under the PO to any third party without CBRE's prior written approval.

Article 17. (Governing Law and Jurisdiction)

1. The PO shall be governed by and construed in accordance with the laws of Japan.
2. The Parties agree that any dispute arising out of or in relation to the PO shall be subject to the exclusive jurisdiction for the first instance of the Tokyo Summary Court or the Tokyo District Court.

【Exhibit 1】

Handling of Confidential Information, etc.

Article 1. (Definitions)

1. As used herein, “**Confidential Information**” means any and all information that CBRE discloses to Supplier (by any method or media or in any form whatsoever) or that Supplier should otherwise know in relation to the Services, including any and all information relating to CBRE, its parent company, the other subsidiary companies of its parent company and the customers thereof; provided, however, that Confidential Information shall not include (a) any information that Supplier already possesses at the time of its disclosure to Supplier by CBRE (excluding any information that Supplier obtains from CBRE), (b) any information already in the public domain at the time of its disclosure to Supplier by CBRE or that becomes publicly available thereafter without any fault of Supplier, or (c) any information that Supplier legitimately obtains from a third party without owing any confidentiality obligations. If CBRE discloses to Supplier logos or other data (including logos or other data of CBRE) in connection with Supplier’s performance of the Services, such logos or other data shall be Confidential Information.
2. As used herein, “**Personal Information**” means information on directors, officers and employees (including contract employees, part-time employees and dispatched employees), customers or other individuals of CBRE or CBRE’s affiliates that CBRE discloses to Supplier (by any method or media or in any form whatsoever), or that Supplier should otherwise know in relation to the Services, that may identify a specific individual by names, dates of birth, or other descriptions, or numbers and signs assigned to each individual, or other codes, images or voice data (including information which, though incapable of identifying a specific individual on its own, can easily be matched with other information, thereby enabling identification of a specific individual), regardless of whether or not such information constitutes a part of a database that is systematically organized to enable certain personal information to be searched by computer (or easily searched by other means).
3. The “**Guideline, etc. on Personal Information Protection**” means, collectively, the “Act on the Protection of Personal Information”, the “Public Office Guideline on Personal Information Protection” and guidelines on personal information protection established for the private sector in each industry.

Article 2. (Confidentiality, Prohibition of Use for Purposes other than Original Intent)

1. Supplier may use the Confidential Information, etc. only for the performance of the Services.
2. Supplier shall keep and manage the Confidential Information, etc. strictly confidential with the duty of due care and diligence of a good manager and shall observe this Exhibit and the Guideline, etc. on Personal Information Protection.
3. Supplier shall not, without the prior written approval of CBRE:
 - (1) disclose the Confidential Information, etc. to a third party; or
 - (2) use, disclose, process, copy, or duplicate the Confidential Information, etc. for any purposes other than the performance of the Services.
4. Notwithstanding the provisions of the preceding three paragraphs, if Supplier is required to disclose the Confidential Information, etc. under applicable laws, regulations and rules, or orders or instructions, etc. of courts or administrative agencies, Supplier shall promptly notify CBRE thereof and may disclose the Confidential Information, etc. within the minimum scope required by applicable laws and regulations, etc. after consultation with CBRE.

Article 3. (Permitted Recipients)

1. Supplier may disclose the Confidential Information only to Supplier’s directors, statutory auditors and employees who are required to be involved in the performance of the Services, and the attorneys, certified public accountants, licensed tax accountants, judicial scriveners and real estate appraisers who are requested to be involved in the performance of the Services.
2. When Supplier discloses the Confidential Information, etc. to a third party who has been approved in writing by CBRE as a party authorized to receive the Confidential Information, etc. pursuant to the provisions of Paragraph 3 of the preceding article and to a person permitted to receive Confidential Information pursuant to the preceding paragraph of this article (collectively, the “**Permitted Recipients**”), Supplier shall have the Permitted Recipients assume the obligations equivalent to the obligations provided in this Exhibit, and Supplier shall be fully responsible for the compliance with the said obligations by the Permitted Recipients.

Article 4. (Safety Management Measures)

1. In performing the Services, Supplier shall strictly manage the Confidential Information, etc. and take organizational, human, physical, and technical safety management measures pursuant to the Guideline, etc. on Personal Information Protection in order to protect against unauthorized access to, or loss, destruction, manipulation or leakage of, the Confidential Information, etc., or other risks to which the Confidential Information, etc. is subject.
2. Supplier shall, as a part of the safety management measures stated in the preceding paragraph, develop an organization, system, basic policy, internal regulations, handling standard, etc. relating to the safety management of the Confidential Information, etc., implement and manage the same, and evaluate and review the said safety management measures.

Article 5. (Return, Destruction or Deletion of the Confidential Information, etc.)

1. If the PO expires, or are cancelled or terminated or if requested by CBRE, Supplier shall immediately return, destroy or delete the Confidential Information, etc. in accordance with CBRE's instructions.
2. If Supplier has destroyed or deleted the Confidential Information, etc., Supplier shall cooperate with CBRE to confirm such destruction or deletion.
3. Supplier shall destroy or delete the Confidential Information, etc. in such a manner that the Confidential Information, etc. will not be used by or disclosed to any third party thereafter.
4. If Supplier has provided a third party with the Confidential Information, etc., Supplier shall cause the said third party to return, destroy or delete the Confidential Information, etc. in accordance with the provisions of the preceding three paragraphs.

Article 6. (Prohibition of Subcontracting)

When Supplier subcontracts the Services with CBRE's prior written approval in accordance with the provisions of Article 9 in the main body of this T&C, Supplier shall be responsible for selecting a subcontractor who meets security standards sufficient for protecting the Confidential Information, etc. If the subcontractor fails to comply with these obligations under this Exhibit, Supplier shall assume any and all responsibility as if Supplier itself breached the said obligations.

Article 7. (Report, Audit and Improvement)

1. CBRE may request Supplier to report on the status of the use and management of the Confidential Information, etc. relating to the performance of the Services at any time, and Supplier shall comply with such request. In addition, if it becomes necessary for CBRE to audit the status of use and management of the Confidential Information, etc. by Supplier, CBRE may enter and audit Supplier's premises and offices, etc. after prior consultation with Supplier, and Supplier shall cooperate with CBRE to a reasonable extent.
2. If CBRE reasonably considers that, as a result of a report or audit stated in the preceding paragraph, the status of use and management of the Confidential Information, etc. by Supplier fails to conform to the use and management standards of the Confidential Information, etc. provided in this Exhibit and the Guideline, etc. on Personal Information Protection, CBRE may request Supplier to make improvements, and Supplier shall meet the request in good faith.

Article 8. (Report of Failure, etc.)

If, in the handling of the Confidential Information, etc. disclosed to it by CBRE, Supplier violates the terms and conditions of this Exhibit, such as losing, destroying, manipulating, or using the Confidential Information, etc. for any purposes other than the purpose of use set forth herein, or if any incident relating thereto occurs or is likely to occur, Supplier shall immediately take appropriate measures to prevent the spread of such violation or incident and promptly report the same to, and consult on the handling of such situation with, CBRE.

Article 9. (Response to Inspection and Supervision by Regulatory Authorities)

In order to respond to a request for inspection and supervision by regulatory authorities overseeing CBRE or CBRE's customers, CBRE may request Supplier to submit materials relating to the POs or otherwise cooperate as necessary, and Supplier shall comply with such request.

Article 10. (Attribution, etc. of Intellectual Property Rights)

Executing the PO with Supplier and entrusting the Services to Supplier or disclosing the Confidential Information, etc.

to Supplier does not grant Supplier ownership or any other right pertaining to the Confidential Information, etc., the name, corporate name, or naming of CBRE or its affiliates, or the trademark, design, indication of business, brand, logo, service mark, etc. of CBRE or its affiliates (including abbreviations, truncations, or imitations), and Supplier shall not use the same for advertisement or any other way. In addition, in no event shall Supplier indicate, directly or indirectly, that the products or services provided by Supplier have been approved or recommended by CBRE or its affiliates.

Article 11. (Compensation for Damage, etc.)

If Supplier or any its directors, officers, employees or subcontractors breaches this Exhibit or the Guideline, etc. on Personal Information Protection, including any loss, destruction, manipulation, unauthorized provision, disclosure, leakage or use for any purposes other than performing the Services of all or any part of the Confidential Information, etc. provided by CBRE, and as a result CBRE or any of its affiliates, customers or information resources, etc. of the Confidential Information, etc. suffer damages, CBRE may file a petition for an injunction against Supplier, bring a claim for damages against Supplier, and take other measures that CBRE deems necessary. If Supplier is so requested by CBRE, Supplier shall be responsible for performing or complying with such injunction, claim or request jointly with its subcontractor (or sub-subcontractor).

Article 12. (Termination of PO)

1. If Supplier fails to perform its obligations under this Exhibit and does not rectify such failure after receiving a written notice from CBRE with a reasonable grace period, or if CBRE or any of its affiliates, customers or information sources of the Confidential Information, etc. suffers damages resulting from Supplier's failure to perform its obligations under this Exhibit, CBRE may immediately terminate all or part of POs existing at the time of the termination.
2. If CBRE terminates the PO in accordance with the preceding paragraph, CBRE shall not be required to compensate for or indemnify Supplier against any damages that Supplier may suffer. The provisions of the preceding paragraph shall not preclude CBRE from bringing any claim for damages against Supplier pursuant to the preceding article.

【Exhibit 2】

Exclusion of Anti-Social Forces

Article 1

1. Each Party represents that it, or its agent or mediator, is not an organized crime group, a member of an organized crime group, a person who has ceased to be a member of an organized crime group in the last five (5) years, a quasi-member of an organized crime group, a company relating to an organized crime group, a corporate racketeer (sokaiya), etc., or an organized crime mass with a logo advocating a social movement, etc. or special intelligence, or other persons equivalent thereto (the “**Organized Crime Group(s)**”), and that it, or its agent or mediator, falls under none of the following items, and each Party further covenants that it will not be or fall under the same in the future:
 - (1) Has a relationship with Organized Crime Groups under which the Organized Crime Groups are deemed to control its management;
 - (2) Has a relationship with Organized Crime Groups under which the Organized Crime Groups are deemed to be substantially involved in its management;
 - (3) Has a relationship through which it is deemed to unfairly use Organized Crime Groups in order to illegally benefit itself, its own company, or a third party, or to damage a third party;
 - (4) Has a relationship through which it is deemed to provide funds, etc., extend facilities to, or to otherwise be involved in, Organized Crime Groups; and
 - (5) An officer or a person substantially involved in the management of the Party has a socially reprehensible relationship with Organized Crime Groups.
2. Each Party promises that it will not conduct or have any third party conduct any of the followings:
 - (1) making violent demands to another;
 - (2) making demands that exceed legal liability;
 - (3) using threatening words or actions or using violence in relation to any transaction;
 - (4) damaging the creditworthiness of the other Party or interfering with the business of the other Party by disseminating false information or using fraudulent means or force; or
 - (5) other conducts comparable or equivalent to any of the foregoing.
3. Each Party may immediately terminate all or part of POs existing at the time of the termination if it becomes clear that the other Party or its agent or mediator is an Organized Crime Group, falls under any of the items in Paragraph 1, conducts an act that falls under any of the items in the preceding paragraph, or has falsely made or declared its representations or covenants provided in Paragraph 1.

Article 2

1. If, in relation to the PO, Supplier concludes a subcontract agreement with a third party (if subcontract agreements extend to several steps, all steps are included; hereinafter, the “**Related Agreement**”) and it becomes clear that a party to the Related Agreement or any agent or mediator thereof is an Organized Crime Group, or falls under any of the items in Paragraph 1 of the preceding article, or conducts an act that falls under any of items in Paragraph 2 of the preceding article, CBRE may request Supplier to take necessary measures, including the termination of the Related Agreement.
2. If CBRE requests Supplier to take the measures stated in the preceding paragraph and Supplier fails to comply therewith, CBRE may terminate all or part of POs existing at the time of the termination.

Article 3

If either Party terminates the PO in accordance with the provisions of Article 1 or the preceding article, the terminating Party shall not be required to compensate for or indemnify a terminated Party against any damages that the terminated Party may suffer. If the termination causes damages to the terminating Party, the terminated Party shall compensate for the damages.