

ANNEXURE - I**TERMS AND CONDITIONS****REFERENCE: PURCHASE ORDER FOR SERVICES**

1. Manpower Details – As per attached sheet
2. The amount mentioned in the Purchase Order includes all costs of uniforms, machinery, consumables, tools etc.
3. The payments will be released subject to the condition that we receive our payments from the client for the particular month.
4. Deductions, if any, made by the client for any deficiencies in services, absenteeism etc will be passed to you.
5. You will maintain all registers/records required under various Labour Laws/Acts, which may be inspected by the CBRE as well as the appropriate authorities.
6. You will adhere to and comply with all the applicable laws and will extend all the statutory benefits/privileges as applicable to persons engaged-employed by you including that of Provident Fund, ESI, Workmen's Compensation, Bonus, Gratuity, Minimum Wages and Leave etc. In case of any breach of any law, rules, notifications applicable to the employees, you alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged-employed by you for discharging the obligations under this Agreement.
7. It is clearly understood and agreed that this PO does not create any relationship of employer and employee between the CBRE and the employees engaged by you.
8. In case the CBRE is required to meet any liability in respect of any person(s) engaged-employed by you by virtue of their working at the premises of our client, it would be open and lawful for the CBRE to deduct the amount(s) of any such liability from and out of dues payable to you.
9. In the event of any loss/damage being occasioned to CBRE on account of any negligence of your employees, you shall make good the loss sustained by CBRE either by replacement of the material/equipment or payment of compensation
10. You shall be responsible for any injuries and accidents to persons, employed by you.
11. You will submit your bills in respect of services rendered as per the PO, by 28th day of the month to which such services relate, duly certified by an authorised representative of CBRE
12. Your services can be terminated for any reason whatsoever by giving you a notice of 15 days. However, in case of withdrawal of services by you a notice period of 30 days in writing will be applicable.
13. In case the notice of termination is served on either side, the PO shall automatically stand cancelled with immediate effect from the date of termination.
14. Service Provider expressly acknowledges and agrees, and shall cause each of its employees, agents, affiliates and its Subcontractors to acknowledge and agree, that the U.S. Foreign Corrupt Practices Act (Title 15 of the U.S. Code § 78dd-2) (the "FCPA") imposes penalties on persons, firms and entities, including non-U.S. persons, firms, and entities subject to U.S. jurisdiction, that participate directly or indirectly in giving or offering to give any improper payment or other thing of value to (i) any foreign government official (including employees of government-owned corporations or public international organizations), or (ii) a foreign political party or official thereof, or (iii) any candidate for foreign political office ((i) through (iii) are referred to collectively as "government official"), for the purpose of (a) influencing such government official to take any action or decision or to omit to take any action, in his or her official capacity, (b) inducing such government official to use his or her influence with a

government or instrumentality to affect any act or decision of the government or instrumentality, or (c) securing any improper advantage, (such improper payments or offer of improper payments are collectively referred to as "Improper Payment"). Service Provider represents, warrants and covenants that, in connection with, or in the performance of this agreement, Service Provider has not made or promised to make, and will not make or promise to make, any Improper Payment, or any payment to any third person, firm or entity while aware of facts suggesting a risk that such third person may in turn make an Improper Payment (a "Third Party Improper Payment"). During the term of this agreement, Service Provider has no reason to believe that any of its employees, agents, affiliates or Subcontractors has: (i) made or offered any Improper Payments, (ii) made or offered any Third Party Improper Payments or, (iii) made or offered any other payments in violation of the FCPA or the laws of the country in which payments or transfers were made. Service Provider will also comply with all other applicable anti-corruption laws. Service Provider agrees that, at the Company's request from time to time, Service Provider shall execute (and cause its employees, agents, affiliates and Subcontractors to execute) a written statement provided by the Company certifying that no Improper Payments or Third Party Improper Payments have been made or offered, and that Service Provider remains in compliance with the FCPA, any other applicable anti-corruption laws, and Quest Diagnostics' policy on the FCPA, a copy of which has been provided to Service Provider. If Service Provider or any of its employees is or becomes a government official or if a government official obtains an interest in Service Provider or this agreement, Service Provider must immediately notify the Company. The Company may terminate this agreement and/or cancel any purchase order immediately by giving notice in writing to Service Provider if: (a) Service Provider breaches this provision; (b) the Company has a reasonable belief that Service Provider has made or offered an Improper Payment or Third Party Improper Payment; or (c) the Company has a reasonable belief that any act or omission of Service Provider or its agent, affiliate or Subcontractor puts the Company in breach or violation of the requirements of the FCPA or any other applicable anti-corruption laws.

15. Service Provider agrees to maintain accurate and complete books, records, and accounts of transactions and activities under this agreement. Throughout the term of this agreement, the Company shall have the right upon at least five (5) days prior notice to audit and inspect (or to have its designee audit and inspect) such books and records (and Service Provider's inventory and other facilities) to determine the accuracy of the reports submitted by Service Provider hereunder and Service Provider's compliance with the terms and conditions of this agreement