

BGIS Standard Purchase Order Terms for Minor Services

Entire Agreement: The Contract is constituted in order of priority by these standard terms, the Completed Purchase Order and the Scope Documents which together comprise the complete contract between BGIS and the Contractor in respect of the Services. No confirmation tender, quotation, delivery document, representation by the Contractor or any other document will vary this Contract.

Inconsistencies: If there is an inconsistency between this Contract and any existing agreement between the Contractor and BGIS, any such existing agreement first prevails to the extent of the inconsistency.

No Variation: This Contract is not intended to vary any existing agreement between the Contractor and BGIS (as agent of the Owner).

Interpretation: In this Contract:

1. **'BGIS'** means BGIS Pty Ltd (ABN 83 064 638 197);
2. **'Business Day'** means a day that is not a Saturday, or a Sunday, or a public holiday in the city or region, and any day falling in the period commencing on 24 December in any year and ending on 5 January in the following year (both days inclusive);
3. **'Completed Purchase Order'** means the completed form attached to these standard terms;
4. **'Documents'** means documents, reports, designs, drawings, calculations and other written information, discs, tapes and other electronic data prepared in connection with the Services;
5. **Head Contract** means a contract between BGIS and the Owner which requires BGIS to arrange for the provision of the Services;
6. **'Owner'** means the other party to the Head Contract;
7. **"Scope Documents"** means the documents comprising the agreed scope for the Services;
8. **'Services'** means all the work and services to be performed by the Contractor as expressed in, necessarily implied from or contemplated by this Contract and includes Variations as specified in a given Completed Purchase Order;
9. **"Site"** means the site or sites for delivery of the Services;
10. **'Personnel'** means employees, agents and subcontractors of the Contractor and employees of subcontractors and agents;
11. **'Products'** includes software, systems and equipment;
12. **'Start Date'** means the date specified in the Completed Purchase Order;
13. **'Variation'** means an omission, addition or other change in the Services directed or approved by BGIS in writing; and
14. Any other term which starts with a capital letter and used in these standard terms will have the meaning given to it in the Completed Purchase Order.

Contract Information: This Contract becomes binding between BGIS and the Contractor when the Contractor receives (including electronically) the Completed Purchase Order and these standard terms.

Services: The Contractor must carry out the Services in compliance with this Contract. BGIS is not liable to pay additional costs associated with a Variation unless before the Variation commences, BGIS has agreed either the full cost of the Variation or the specific methods of calculating such cost.

Standard of Services: The Contractor warrants that it:

- a) has exercised, and will continue to exercise, in the performance of the Services the degree of skill, care and diligence expected of a skilled and adequately resourced contractor experienced in providing the same or similar services; and
- b) the Services supplied and any Documents produced or provided by the Contractor in connection with the Contract will be fit for their intended purpose.

Compliance with Directions: The Contractor must comply with all reasonable directions of BGIS in executing or supplying the Services.

Personnel: In performing the Services the Contractor will use only suitably qualified and competent tradesmen and technicians experienced and thoroughly trained in all aspects of the Services. The Contractor must ensure that all Personnel:

- a) are suitably clothed with appropriate uniforms, identification badges or labels and security passes;
- b) comply with BGIS' requirements for use of the Site, including security and behaviour requirements; and
- c) comply with any rules applicable to the Site set out in this Contract; and attend any site induction program required by BGIS.

Safety: The Contractor must in performing the Services exercise all necessary precautions for the safety of all persons on the Site and the public, and for the protection of the environment.

Report Damage: The Contractor must immediately report to BGIS any damage to person or property occurring in connection with the Services. The Contractor must make good at its cost any damage or loss to any property caused or contributed to by the Contractor.

Avoid Interference: The Contractor must avoid unnecessary interference with any occupants of the Site and unreasonable noise and disturbance when carrying out the Services.

Price: For lump sum contracts, the contract sum is a fixed lump sum, subject to adjustment only on account of Variations ("**Contract Sum**"). For time charge contracts, the Contractor will be paid for the Services on a time charge basis in accordance with the hourly rates set out in this Contract. Full substantiation and records of actual time incurred must be submitted weekly to BGIS or as otherwise directed by BGIS. The Contract Sum or hourly rates (as applicable) includes all costs, expenses, disbursements, levies, duties and taxes incurred by the Contractor in performing the Services.

Payment: The Contractor may invoice BGIS for the Contract Sum or other amounts payable under this Contract on completion of the Services (and not before unless BGIS agrees to allow the Contractor to invoice progressively). An invoice must state the Completed Purchase Order No. and be addressed to the relevant BGIS Contact. BGIS must pay a properly submitted invoice (less any amounts claimed by BGIS from the Contractor) on a net 30 day monthly basis (meaning by the end of the month following the month in which the invoice is received). Payment does not constitute approval of the Services.

Site: BGIS will provide the Contractor with adequate access to the Site. The Contractor must keep the area of the Site where it is performing the Services neat and tidy, including removing its waste and rubbish from the Site.

Commencement: The Contractor must commence the Services on the Start Date and complete the Services in a timely manner and in accordance with BGIS' requirements.

Review and Approval: No review, approval or acceptance by BGIS will relieve the Contractor of its responsibility to comply with this Contract.

Default: On receipt of a direction from BGIS the Contractor must remedy any default under the Contract. If the Contractor fails to remedy a default within 14 days after receipt of such direction then, without affecting any other rights BGIS may have, BGIS may remedy the default and deduct the costs of doing so from the moneys payable to the Contractor, as a debt due from the Contractor to BGIS.

Termination:

- (a) **Termination for Cause:** BGIS may terminate this Contract immediately by giving notice to the Contractor if the Contractor commits a substantial breach of this Contract or if BGIS has reasonable cause to believe that the Contractor is unable to pay any of its debts when they fall due.
- (b) **Termination for Convenience:** Without prejudice to any of its rights, BGIS may terminate this Contract at its sole discretion and at any time by giving 14 days' written notice to the Contractor. If BGIS terminates this Contract for convenience, the Contractor must immediately invoice BGIS for work performed up to the date of termination.
- (c) **Termination of Head Contract:** Without prejudice to any of its rights, if the Head Contract expires or is terminated, BGIS may terminate this Contract at its sole discretion and at any time by giving, the greater of 1 Business Day's written notice and a notice period specified to BGIS under the Head Contract, to the Contractor. If BGIS terminates this Contract, the Contractor will be entitled to payment for performance of the Services up to the date of termination. The amount to which the Contractor is entitled to will be a limitation of BGIS' liability arising out of, or in connection with, the termination of this Contract and BGIS will not be liable to the Contractor for any Claim made in respect of the termination other than for the amount payable under this clause.

Indemnity: The Contractor indemnifies BGIS against all liabilities, losses, damages, expenses and costs (including reasonably incurred legal costs and expenses) suffered or incurred by BGIS to the extent that they arise directly or indirectly as a result of any breach of this Contract by the Contractor or any negligent, wilful, reckless or unlawful act or omission of the Contractor or any Personnel.

Insurance: The Contractor must take out and maintain the following insurance policies for the duration of Services and with an insurer and on terms approved by BGIS:

- a) public liability insurance covering BGIS, the Contractor and subcontractors for an amount not less than \$10,000,000 in respect of any one occurrence;
- b) insurance against any liability which may arise at common law or by virtue of any relevant workers compensation legislation for death or injury to its employees; and
- c) contractor's all risk insurance covering loss or damage to the Services for the period from the Start Date to the end of the defects liability period.

The Contractor must on the request of BGIS from time to time, demonstrate to BGIS' satisfaction, compliance with this obligation.

Assignment and Subcontracting: The Contractor must not assign part or all of this Contract. The Contractor must not subcontract any part of the Services without BGIS' prior written approval. The Contractor is liable for the acts and omissions of its subcontractors. If required by BGIS the Contractor must forthwith complete and execute all such documents and do all things as may be necessary to give effect to, complete or perfect any assignment, transfer or novation of this Contract.

Confidential Information: The Contractor will not and must ensure that the Personnel do not disclose to any person information acquired in connection with, or during the performance of the Services except for the purpose of carrying out the Services.

Law: In the performance of this Contract the Contractor must comply with all relevant laws, Acts, ordinances, rules, regulations, and other delegated legislation, codes and requirements of government and public authorities and all applicable Australian Standards. The laws of the State or Territory in which the Site is located apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.

Anti-Bribery and Corruption:

(a) Definitions

- (i) **"Affiliates"** means, in relation to a party, each subsidiary or holding company of that party and each subsidiary of a holding company of that party and any business entity controlling, controlled by or under common control with that party;
- (ii) **"Anti-Corruption Laws"** means all applicable laws, rules, regulations, decrees and orders relating to anti-bribery, anti-corruption, anti-money laundering and antiterrorism, including without limitation, the laws of Australia (including the *Criminal Code Act 1995 (Cth)* and the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and, to the extent they purport to have applicable extra-territorial operation, the laws of the United Kingdom of Great Britain and Northern Ireland, the laws of the United States of America and the laws of Canada (including without limitation, the *Anti-Terrorism, Crime and Security Act 2001 (UK)*, the *Bribery Act 2010 (UK)*, the *Foreign Corrupt Practices Act 1977 (US)*) and the *Corruption of Foreign Public Officials Act 1998 (Canada)*;
- (iii) **"Government"** includes any federal, state, regional or local government; any legislative, executive or judicial arm of any such government; any department, commission, authority, instrumentality, tribunal or agency of any such a government; any enterprise owned or controlled by such a government, whether carrying on a business or not; any political party or body; and any public international organization;
- (iv) **"Government Official"** includes any Representative of any Government; and any candidate for public or political office; and
- (v) **"Representative"** includes any director, officer, employee, agent (whether general

or limited) and any other person acting for or on behalf of a person, entity or Government.

(b) **Reporting Hotline**

- (i) BGIS maintains a reporting hotline (“**Brookfield Ethics Hotline**”) for its vendors and other interested parties to report any matters pertaining to:
 - (A) accounting, auditing or other financial reporting irregularities,
 - (B) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud), or
 - (C) violations of law including Anti-Corruption Laws.
- (ii) The Brookfield Ethics Hotline may be accessed by telephone (toll free) at (Australia - 1800-152-863 and New Zealand - 0800-443-938) or by internet (anonymously) [at www.reportlineweb.com/Brookfield](http://www.reportlineweb.com/Brookfield).
- (iii) BGIS will investigate all matters reported to the Brookfield Ethics Hotline in compliance with its obligations at law (including part 9.4AAA of the *Corporations Act 2001* (Cth) where applicable) or as it otherwise deems necessary.

(c) **Anti-Corruption**

- (i) The Contractor agrees that it and its Affiliates, and their respective Representatives will, in connection with this Contract, comply with all Anti-Corruption Laws.
- (ii) The Contractor represents and warrants that neither it nor its Affiliates or Representatives has, and further represents and agrees that none of them will, in connection with any transactions made in connection with this Contract, make or promise or offer to make any payment or transfer of anything of value, directly or indirectly:
 - (A) to any Government Official; or
 - (B) to any other person,

while knowing that all or some portion of the payment or thing of value will be offered, given, or promised to a Government Official or any other person in order improperly to obtain or retain business or to secure any improper advantage, or otherwise in breach of Anti-Corruption Laws.
- (iii) The Contractor warrants and undertakes to BGIS that:
 - (A) to the best of its knowledge and belief, no Government or Government Official has any ownership interest, direct or indirect, in the Contractor or in the contractual relationship established by this Contract;
 - (B) it has and during the term of this Contract will maintain in place its own policies and procedures to ensure compliance with all Anti-Corruption Laws and which policies are consistent with the standard ISO 37001:2016 “Anti-bribery management systems, disclosure controls and procedures”;
 - (C) it will procure that any person who performs or has performed services for or on its behalf including Representatives (“Associated Persons”) in connection with this Contract complies with this clause;
 - (D) it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this clause;
 - (E) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this Contract and that are sufficient

- to ensure the proper authorisation, recording, and reporting of all transactions and to provide reasonable assurance that violations of the Anti-Corruption Laws will be prevented and detected;
- (F) report to BGIS or to Brookfield Ethics Hotline as soon as practicable any request or demand for any improper payments or other improper advantage of any kind received by the Contractor from BGIS or any other person in connection with the performance of this Contract; and
- (G) if the Contractor becomes aware of or has any reason to believe that any payment or transfer of anything of value, directly or indirectly, to a Government Official or any other person for the purpose of improperly obtaining or retaining business or securing any improper advantage has been made in relation to anything done in connection with this Contract, the Contractor will immediately advise BGIS by notice in writing, including the relevant circumstances (even if already advised through the Brookfield Ethics Hotline).
- (iv) Upon receipt of a notice in writing referred to in (iii)(G) above, BGIS has the right to conduct a reasonable investigation to verify compliance with the provisions of this clause. BGIS must cooperate fully with such investigation, including by the provision of access to personnel and documents.
- (d) **Mode of Business:** It is the intent of the parties that no payments or transfers of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. This clause shall not, however, prohibit normal and customary business entertainment or the giving of promotional items bearing the corporate logo of the parties or which promote or relate to legitimate business provided such entertainment or promotional items are lawful, reasonable in the circumstances and are properly described in the books and records of the party.
- (e) **Rights of parties upon default:** If the Contractor breaches this clause then, in addition to its other rights, BGIS may terminate this Contract by written notice, first provided that it has given the Contractor 30 days' written notice of its intention to do so, during which time the Contractor may, if it is possible, remedy the breach.

- (f) **Impropriety and Fair Contracting:** By no later than 31 December of each year during the currency of this Contract (or at the reasonable request of BGIS), the Contractor will certify to BGIS in writing that:
- (i) it has not knowingly engaged in any activity with any staff member of BGIS that would be in breach of Anti-Corruption Laws;
 - (ii) it has complied with the Property Council of Australia’s “Principles of Fair Contracting”; and
 - (iii) it has not and to its knowledge no other person including its Representatives, has made, offered to make or agreed to make any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind to or for the benefit of any Government Official or to any other person while knowing that all or some portion of the payment or thing of value will be offered, given, or promised to a Government Official or to any other person in order improperly to obtain or retain business or to secure any improper advantage in relation to anything done in connection with this Contract.
- (g) **Conflict of Interest:** The Contractor confirms that there is not and was not an actual or perceived conflict of interest when it submitted its quotation, proposal or in relation to when it will be performing the Services required by this Contract. If during the currency of this Contract an actual or perceived conflict of interest occurs, the Contractor must immediately notify BGIS and enter into good faith discussions in relation to whether the Contractor is able to continue to perform the Services to BGIS’ satisfaction (acting reasonably).