

VENDOR CODE OF BUSINESS CONDUCT COMMITMENT

{ INSERT VENDOR'S NAME HERE } (hereafter referred as "you" or "the Vendor"),

We would like to extend our utmost gratitude to you for choosing to be the vendor of Cushman & Wakefield (hereafter referred as "CW" or "we", includes its parent companies, subsidiaries and affiliates). We believe that our cooperation will help develop our business even further.

1. Statement of Commitments

To ensure the integrity and transparency in the cooperation with our vendors, we have required all vendors to fully comply with our *Global Code of Business Conduct and Global Vendor/Supplier Integrity Policy*¹. Below are the main terms which require to be followed:

INTEGRITY:

Integrity is the foundation of cooperation between the parties. The Vendor must not engage in any deception or fraud with dishonest behavior, including without limitation:-

- 1) colluding with other vendors to raise or lower quotation;
- 2) submitting false quotation information and / or vendor qualification documents;
- 3) concealing important information and / or providing false information in the process of vendor verification.

ANTI-BRIBERY AND CORRUPTION

The Vendor, including itself and its employees, affiliates and subcontractors, undertake that they will comply with all the applicable laws and regulations, including without limitation, laws and regulations relating to anti-bribery, anti-corruption law or regulation. The Vendor further commits that they will in no means tolerate any corruption or bribery in any form, and will not engage in any corruption or bribery activity, including making any illegal payment or other form of benefit, including but not limited to cash and cash equivalent, credit, gift, entertainment, or compensation of any kinds for the purpose of influencing decision making, irrespective of whether it is solicited by any government official or any employees of CW.

CONFLICT OF INTEREST

The Vendor warrants that, to the best of its knowledge, there is no conflict of interest or any potential conflict of interest which may arise during the performance of its obligations under the related agreements/contracts. If there is a conflict between the interests of the Vendor and the interests of CW or its related parties, the Vendor must disclose to CW at once and conduct appropriate acts to ensure that the conflict of interest is eliminated or under control, in order to avoid any damage to CW or its related parties.

2. Audit Rights

The Vendor confirms and authorizes CW or its representatives to perform audit at the site of the Vendor and its subcontractor on the compliance of *Section 1.Statement of Commitments* of the Vendor at any time during the term of the agreement and at least two years thereafter.

3. Liability for Breach of Commitments During the term of parties' business relationship, if CW determines that the Vendor has breached any of the terms in *Section 1.Statement of Commitments*, CW may immediately terminate any negotiation, and/or terminate partial or whole of all agreement(s) between CW and the Vendor with reasonable notice. CW has right to refuse to pay any fees to the Vendor without incurring any legal liability, and to refuse further cooperation with the Vendor for a certain period or permanently.

{ INSERT VENDOR'S NAME HERE }

(sign & stamp)

Date: }

¹ You can obtain the full version of *Global Code of Business Conduct and Global Vendor/Supplier Integrity Policy* from our respective project manager.

4. Whistleblower

During the term of the parties' business relationship and thereafter, if the Vendor knows or suspects any violations of the terms in **Section 1. Statement of Commitments** by the employees of CW, please contact CW [Global Ethics Service Hotline](#). We will keep all whistleblower information confidential.

CW Global Ethics Portal:

<http://www.cwethics.ethicspoint.com>

5. Indemnification

a) That CW or its personnel shall not be in any manner responsible for any action, proceedings whether civil or criminal in nature, accident, mishap or any untoward incident of any kind resulting in any accident(s), mishap(s), injuries, loss of life to any person(s), damages to any goods, property etc. occurring due to any act of omission or commission, negligence on the part of the Vendor or any personnel deployed by the Vendor at the designated spaces.

b) That all preventive and safety measures shall be taken by the Vendor to ensure that no damage to material / building / person(s) / machinery and or to equipment takes place during the course of performing their duties. In case if any loss/damage is caused to any machine, material, equipment, building and/or to person(s) due to any act, conduct or negligence of the employees/personnel deputed by the Vendor and/or if any claim/ demand is raised/ made on CW on account of any non-performance of services by the Vendor or any loss/ damage to life/ property/person which is or which may be caused due to or attributable to the Vendor or due to any defects/ deficiency in the Services rendered or work executed under this agreement, the Vendor undertakes to indemnify/compensate CW fully in respect of such losses/damages/claim(s)/demand(s). The loss/damage so occurred will be assessed and calculated at the sole discretion of CW and the same will be recovered from the Vendor or deducted/adjusted from/against its bills.

Cushman & Wakefield

The Vendor's Acknowledgement

We, the undersigned hereby confirm that we understand and will comply with all terms and requirements in the **Vendor Code of Business Conduct**, and work together with CW to maintain an integrity and transparent code of business conduct.

| { *INSERT VENDOR'S NAME HERE* } |

(sign & stamp)

Date: | _____ |