

PROPOSED COMMITMENTS TO THE COMPETITION COMMISSION OF SINGAPORE

1. The Competition Commission of Singapore (“**CCS**”) has commenced investigations into whether Cushman & Wakefield Operations Pte Ltd, which is now known as C&W Services Operations Pte Ltd (“**CWO**”), has infringed Section 47 of the Competition Act (Cap. 50B) (the “**Act**”) in respect of the supply of lift spare parts in Singapore. CWO proposes to make the following voluntary commitments to CCS, in the interests of assuring the CCS that there is no competition harm. Nothing in these commitments should be construed as establishing a violation of the Act, or an admission that CWO agrees with any documents or statements from the CCS to CWO in connection with its investigations.
2. CWO hereby commits to CCS that it will sell spare parts for Ulift-branded lifts (“**Ulift Spare Parts**”) to purchasers on a fair, reasonable and non-discriminatory basis, subject to the following terms and conditions:
 - (a) The purchaser is a lift contractor registered with the Building and Construction Authority under both the ME09 (Lift & Escalator Installation) and the RW02 (Lift Contractors) workheads.
 - (b) The purchaser has been appointed to carry out the installation, maintenance or repair of a Ulift-branded lift, and that the spare parts are required for the purposes of carrying out such installation, maintenance or repair of a Ulift-branded lift. The purchaser shall provide CWO with documentary evidence of its appointment.
 - (c) The purchaser agrees that CWO has no obligation to supply the Ulift Spare Parts if it does not have any Ulift Spare Parts in stock and/or the Ulift Spare Parts are out of production, except that where the Ulift Spare Parts are not available in stock, CWO will use reasonable endeavours to request for the supplier to provide the necessary stock in accordance with the purchaser’s order or quotation, but not as to have to require production where the Ulift Spare Parts are no longer in production; For clarity, CWO shall be entitled to maintain a limited quantity of the Ulift Spare Parts for its own use for the purposes of its business in carrying out installation, maintenance or repair of a Ulift-branded lifts.
 - (d) The purchaser agrees and undertakes that it will not reverse engineer, modify, take-apart and/or re-fix (whether this results in modifications to the Ulift Spare Parts or otherwise) or make any changes whatsoever to the Ulift Spare Parts.
 - (e) The purchaser agrees that the Ulift Spare Parts will only be used in Ulift-branded lifts, and that CWO shall not be liable if the Ulift Spare Parts are obsolete and/or incompatible with the relevant lift to be installed, maintained or repaired.
 - (f) The purchaser agrees to defend, indemnify and hold harmless CWO from and against any and all liabilities, damages, judgments, costs, expenses and fees resulting from any claims, litigation or actions arising out of or relating to CWO’s sale of the Ulift Spare Parts to the purchaser, except where such losses are caused by defective Ulift Spare Parts supplied by CWO, or CWO’s gross negligence or wilful default.
 - (g) The purchaser agrees that CWO and/or its suppliers owns and shall own all of the intellectual property rights in the Ulift Spare Parts, and the purchaser will not claim any right, title or interest in any of the intellectual property rights in the Ulift Spare Parts.

- (h) In the event of a dispute between the purchaser and CWO, CWO shall take the necessary steps to resolve the dispute in accordance with the dispute resolution clause as set out in the purchase order or such other agreement as concluded between the parties.
3. CWO hereby commits that it will fully cooperate with CCS in respect of any monitoring that CCS may carry out to ensure the compliance of CWO with the terms of these proposed commitments.
 4. CWO reserves the right to request or apply to the CCS for a release and / or review of the Commitments herein upon the expiry of 3 years from the date of these commitments or at any time if there is any material change involving the market for the supply of lift spare parts.
 5. These proposed commitments do not limit CCS' right to administer and enforce the Act against CWO, should CCS have reasonable grounds to believe that the Act has been infringed.

[NAME AND TITLE])

for and on behalf of)

C&W Services Operations Pte Ltd)

_____[Signature] [Company Seal / Chop]_____)

Signed this _____ day of _____ 2017