

1. Commissioning of Service Providers

- 1.1 C&W commissions the service provider to provide services (the "Service") in accordance with these Terms and Conditions for Service Providers under the terms and conditions set out in a letter of engagement together with a service specification and the service provider's general terms and conditions (together, the "**Commissioning of Service Providers**").
- 1.2 The Service Provider shall provide all necessary cooperation to enable each member of the C&W Group to comply with its obligations under all applicable laws, in particular with regard to "KYC", anti-money laundering and the prevention of other financial crimes, as well as data protection.
- 1.3 The Service Provider and C&W undertake not to subcontract any part of the service without the prior written consent of C&W in the performance of their obligations. If the Service Provider intends to subcontract part of the service to a third party, it must obtain the consent of C&W before agreeing to any such subcontracting agreement. The service provider shall be fully liable for any breach of the subcontract by the third party, in particular (but not exclusively) for its data protection obligations in accordance with Section 8 caused by an act, error or omission on the part of another service provider.

2. Definitions and interpretation

- 2.1 In the agreement with the subcontractor, the following terms shall have the following meanings:

"Applicable Law" means all applicable laws, regulations, regulatory requirements and codes of conduct of a relevant jurisdiction, as amended from time to time;

"Business Day" means a weekday on which the Service Provider's services are provided;

"C&W" refers to the member of the C&W Group that is party to the service agreement;

"C&W Affiliate" means a third party licensed by a member of the C&W Group to trade under the Cushman & Wakefield brand;

"C&W Group" means DTZ Worldwide Limited (company number 9073572) and (i) all of its subsidiaries

"C&W Materials" means all materials owned by C&W and its licensors, as well as all intellectual property rights owned by C&W and its licensors, regardless of whether they arose before or after the date of the subcontractor's engagement.

"Client" means the party for whom C&W provides services under the Client Agreement.

"Document" means any research findings, data or reports provided by the Sub-Consultant in connection with the Sub-Consultant Services;

"Fees" means the amounts specified as payable in the Service Provider Engagement Letter or the Additional Service Provider Engagement Letter, or otherwise calculated in accordance with the Service Provider Engagement Letter or the Additional Service Provider Engagement Letter.

"Intellectual Property Rights" means patents, trademarks, design rights, applications for any of the foregoing, copyrights, database rights, trade or business names, domain names, website addresses, whether or not registrable (including applications and the right to apply for registration of such rights), know-how, methods and similar rights in any country, whether currently existing or created in

the future, for their entire term, including renewals or extensions;

"Service Materials" means all work products and all intellectual property rights in works created, provided or arising solely in the course of providing the Service;

"Service Provider Letter of Engagement" means the letter issued by C&W to the Service Provider and designated as a Letter of Engagement, which sets out the activities to be performed by the Service Provider and other terms and conditions that form part of the engagement. Where the context permits, documents are the appendices referred to in and/or attached to the Service Provider Letter of Engagement.

"Commissioned Materials" means all materials owned by the Service Provider and its licensors, as well as all intellectual property rights owned by the Service Provider and its licensors, with the exception of the Service Materials.

"Service Provider's Service Plan" means the plan identified as such issued by C&W to the Service Provider together with the Letter of Engagement.

"Terms and Conditions for Service Providers" means the terms and conditions set forth in this document; and

"VAT" means value added tax as defined in the Value Added Tax Act or any similar sales or turnover tax in any jurisdiction.

- 2.2 Unless the context otherwise requires or a contrary intention is apparent, any reference to a statute includes that statute as amended or replaced, together with any subordinate legislation enacted pursuant to that or any other applicable statute; and any reference to a German legal term shall, in relation to any jurisdiction other than Germany, include a reference to the term that most closely approximates the German legal term in that jurisdiction.

- 2.3 With the exception of communications to be transmitted, references to "in writing" or "in written form" also include emails. The terms "including" and "in particular" and similar terms or expressions are used for illustrative and emphasis purposes only and do not limit the generality or scope of other terms or expressions. The headings in these Terms and Conditions for Service Providers are for convenience only and do not affect their interpretation.

3. Obligations of the service provider

- 3.1 The Service Provider shall provide the services in accordance with the terms of the Service Agreement and subject to these GTC to the satisfaction of C&W.
- 3.2 In providing the services, the Service Provider shall exercise the reasonable care and skill that may be expected of a competent and experienced provider of services similar in scope, nature and complexity to the services provided by the Service Provider.
- 3.3 Unless expressly provided otherwise in the terms of the Service Agreement, the Service Provider shall:
 - (a) perform the service in such a way that no act or omission of the service provider (or any of its subcontractors in accordance with Clause 1.3) constitutes, causes or contributes to a breach by C&W of any of its obligations to C&W's customers or in connection with a customer agreement; and
 - (b) assume and fulfil all obligations and comply with all provisions of the agreement with C&W insofar as they relate to and apply to the contractor's services or any part thereof.

- 3.4 All terms and conditions expressly incorporated into the service provider agreement in accordance with the customer order shall be deemed to form part of the service agreement.
- 3.5 The Service Provider shall indemnify and hold C&W harmless on a post-tax basis from and against all claims, demands, liabilities, losses, damages, proceedings and costs incurred or arising by C&W as a result of or in connection with any breach of duty, delay or negligence on the part of the Service Provider or any of its subcontractors.
- 3.6 C&W shall liaise with the customer in relation to the service provider's services and, unless otherwise agreed in writing, the service provider shall not communicate directly with C&W's customers. Notwithstanding the foregoing, the Service Provider shall promptly notify C&W of any communications (written or otherwise) it receives from or sends to C&W's customers.
- 3.7 On the date of engagement of the Service Provider or, upon commencement of the provision of the Service Provider's services, the Service Provider confirms that:
- subject to Clause 4.2, it has all reasonably necessary information and
 - it has and will maintain all necessary licences, consents and approvals at all times
- in order to provide the services as commissioned.
- 4. C&W's obligations**
- 4.1 C&W shall pay the Service Provider the fees, expenses and applicable VAT in accordance with Clause 5.
- 4.2 Subject to receiving the relevant information from the client and the client's express permission to disclose such information to the service provider, C&W shall, as soon as possible after a request, provide the service provider with the information, assistance, approvals and consents required by the service provider in relation to the performance of its obligations under the service agreement.
- 4.3 C&W shall not be liable for any inaccuracies in the information provided to C&W by its customer or any third party acting on behalf of the customer.
- 5. Fees, expenses and payments**
- Fees**
- 5.1 The fees for the provision of the service shall be calculated in accordance with the fee structure set out in the letter of engagement, which shall govern any obligation on the part of C&W to reimburse the service provider for any costs and expenses duly incurred in the provision of the service.
- 5.2 For each payment instalment, the service provider shall submit a statement (together with the relevant supporting documents, the "statement") of the amounts due, which shall form the basis for calculating the amount due, as well as all other information/documents necessary for C&W to verify the statement.
- 5.3 The fees quoted are exclusive of value added tax, which, where applicable, will be charged at the applicable VAT rate. C&W undertakes to pay the service provider the value added tax in connection with the provision of the service, provided that the service provider has submitted a valid invoice.
- Payment**
- 5.4 Payment shall be due to the service provider when C&W receives from the customer, in accordance with the customer order, the amount corresponding to the relevant instalment payment in accordance with the terms and conditions of the order for the service provider.
- 5.5 The service provider confirms that it has had the opportunity to read the customer agreement. It is assumed that the service provider has taken full account of all matters for which C&W is required to pay remuneration in accordance with the agreement and therefore has no further claim to an increase in the fees and expenses specified in the agreement in relation to the aforementioned matters.
- 5.6 C&W shall pay all amounts by electronic transfer to the Service Provider's bank account specified in the invoice.
- 6. Company status and taxation**
- 6.1 The Service Provider and all employees it employs to provide the service shall act as independent contractors vis-à-vis C&W and the customer. The Service Provider and C&W agree that no employee of the Service Provider involved in the provision of the Services is or will become an employee or worker of C&W or the Client as a result of this Agreement or the transactions contemplated herein.
- 6.2 The Service Provider shall promptly provide C&W with all information requested by C&W to comply with its obligations and shall ensure that all employees of the Service Provider do the same:
- To comply with all obligations to determine the employment status for tax purposes of all employees of the Service Provider involved in the provision of the Services in accordance with IR35 (the "Status Determination"); and/or
 - all requirements to provide such information to the customer in accordance with C&W's customer agreement or in response to requests from the customer for such information.
- 6.3 In the event that a status determination concludes that C&W should apply PAYE when paying the fees, or the customer makes PAYE deductions on part of the fees payable to C&W that is attributable to the services of the subcontractor, the Service Provider authorises C&W to pay the fees subject to such applicable deductions.
- 6.4 In the event of a dispute between C&W and the Service Provider or any employee of the Service Provider engaged in the provision of the Services regarding the determination of status or the Customer's decision to make deductions from any portion of the fees payable attributable to the Services of the Service Provider, the Service Provider shall ensure that all affected employees of the Service Provider comply with the procedures maintained by C&W and/or the customer for resolving such disputes. The service provider may request details of such procedures from C&W from time to time, and C&W shall use reasonable endeavours to obtain all applicable guidelines from its customer.
- 6.5 The Service Provider shall ensure that all employees involved in the provision of the Services comply with any additional requirements of the Customer relating to compliance with IR35 regulations that are communicated to the Service Provider.
- 6.6 The Service Provider shall indemnify C&W (including for and on behalf of the Client) and all members of the C&W Group on a post-tax basis against all claims, claims, losses, penalties, damages, liabilities, costs, damages, and expenses (including reasonable legal fees incurred by C&W, a member of the C&W Group, or the Client in connection with or as a result of defending against such claims on an indemnity basis) in connection with:
- claims or findings by the German tax authority or any other competent authority arising from the failure of

the service provider or its personnel to provide complete and accurate information in accordance with Clause 6.2 ;

- (b) Claims or findings by the German tax authorities or any other competent authority in relation to income tax, social security contributions and other liabilities, deductions, contributions, findings or claims arising from or in connection with the provision of the Service Provider's services, or payments or benefits received by the Service Provider's personnel in connection with the Service Provider's services, unless such recovery is prohibited by law; and
 - (c) Any liability arising from employment law claims or claims based on employee status asserted against the customer, C&W or a member of the C&W Group by employees of the service provider involved in the provision of the services, provided that nothing in this clause 6.6 excludes C&W's liability to the extent that it is based on its own negligent or wilful acts or omissions.
- 6.7 C&W may deduct the compensation referred to in Clause 6.6 (in whole or in part) from the payments to be made to the service provider.

7. Confidentiality

- 7.1 The service provider shall obtain the prior written consent of C&W before announcing that it provides or has provided services for C&W or its customers and uses this information in its external advertising.
- 7.2 The service provider shall treat the following information as confidential and shall not disclose it to any other person (either before or after the termination or expiry of the service):
 - (a) all information obtained in relation to the methods and/or technologies used by C&W in providing services under the customer agreement;
 - (b) the details of the terms and conditions under which C&W provides services within the scope of the customer agreement;
 - (c) the terms and conditions relating to the order; and
 - (d) any other information relating to the business activities of C&W or those of C&W's customer that is not publicly available.
- 7.3 C&W undertakes not to disclose any information about the Service Provider's business activities that has come to its knowledge as a result of the Commissioning by C&W and that is not publicly known during the period beginning on the date of the Commissioning and ending two (2) years after the termination or completion of the Service Provider's services.
- 7.4 A party shall not be in breach of this "7" clause if it discloses information to the extent reasonably necessary:
 - (a) if required by applicable laws or court orders or by a stock exchange or supervisory or governmental authority to which that party is subject or accountable; or
 - (b) to that party's professional advisers, insurers, auditors and bankers.
- 7.5 C&W shall not be in breach of the "7" clause if it discloses information to the client, members of the C&W Group or affiliates of C&W in connection with the engagement of service providers or otherwise in connection with the client agreement.

8. Data protection and data processing

Data controller

- 8.1 Subject to the "8.2" clause, each party shall act as an independent data controller or equivalent entity under data protection law in relation to the personal data it processes in the course of performing the contract. Each party shall fulfil its respective obligations under data protection law for the duration of the contract. Neither party shall be liable for any consequences arising from the other party's failure to comply with data protection law in relation to personal data shared with the other party.

Data protection

- 8.2 To the extent that C&W receives personal data from the customer for which the customer acts as data controller in connection with and for the purpose of providing services (the "Data"), and C&W discloses such Data to the service provider, C&W appoints the service provider as data processor in relation to such Data. Where the Service Provider acts as a data processor, clauses 8.3 to 8.5 shall apply, subject to the provisions of the Customer Agreement, which shall apply equally to the Service Provider as data processor of the Data under this Service Agreement in accordance with Article 28(4) of Regulation (EU) 2016/679 (General Data Protection Regulation). In clause 8, references to the "European Union", the "European Economic Area" and "EU Member States" also apply to the United Kingdom.

- 8.3 When processing personal data in accordance with the service agreement, the service provider shall:

- (a) unless otherwise requested by C&W, process the data only to the extent and in the manner necessary for the provision of the services by the Service Provider, unless otherwise required by EU law (or the law of an EU Member State);
- (b) ensure that appropriate technical and organisational measures are taken to protect the data against (i) accidental or unlawful destruction and (ii) loss, alteration, unauthorised disclosure or access to the data;
- (c) ensure that any person authorised by it to process the data is subject to an enforceable duty of confidentiality;
- (d) only transfer the data processing to subcontractors or allow the transfer to be made to those identified in Clause 1.3 or (as specified in the Service Provider's engagement letter) to
 - (i) members of the Service Provider's group;
 - (ii) service providers engaged by a member of the Service Provider's group to support the Service Provider's data management and infrastructure;

who have undertaken in a written contract with the Service Provider (or a member of the Service Provider's group) to protect the data in accordance with the standards required in this clause 8. If the service provider wishes to engage a new external data processor in accordance with Clause 8.3(d) and C&W (on its own behalf or on the instructions of the customer) objects to such data processing on grounds of personal data protection, the service provider may not engage the additional data processor, or C&W

- may suspend or terminate the contract after giving written notice;
- (e) a transfer of personal data outside the European Economic Area is only
 - (i) with the prior consent of C&W and in accordance with the Customer Agreement; and
 - (ii) requires the necessary measures to be taken to ensure that the transfer is in accordance with applicable data protection laws (e.g. by determining that the recipient benefits from an adequacy decision for personal data transferred from the European Union or has otherwise agreed to the European Union's standard contractual clauses for data processing in countries outside the European Economic Area);
 - (f) notify C&W immediately and provide reasonable information and cooperation as soon as a data breach becomes known that would be reportable under applicable data protection law;
 - (g) Notify C&W immediately (and in any event within twenty-four (24) hours) and provide C&W and the customer with reasonable and timely assistance so that the customer can respond to: (i) any request from a data subject to exercise their rights under applicable data protection laws; and (ii) any other correspondence, request or complaint received from a data subject, supervisory authority or other third party in connection with the data.
 - (h) The Service Provider shall provide C&W and the Customer with the information necessary to demonstrate compliance with this clause 8 and shall, where appropriate, allow C&W (or the Customer or any of their respective external auditors, subject to strict confidentiality obligations) to conduct an audit to confirm compliance, provided that C&W uses reasonable efforts to (i) give reasonable notice of its intention to conduct an audit, (ii) conduct the audit during normal business hours, and (iii) take reasonable steps to avoid unnecessary disruption to the Subcontractor's operations.
- 8.4 At C&W's request, the Service Provider shall cooperate with C&W (and, where necessary, the Customer) in a reasonable manner in conducting data protection impact assessments and in consultations with a data protection authority that may be required under applicable data protection law.
- 8.5 Unless C&W instructs otherwise in writing, the Service Provider shall destroy or return the data (and all copies thereof) upon completion of the assignment. However, the Service Provider shall be entitled to retain data to the extent required by EU law (or the law of an EU Member State).

Handling of data

- 8.6 The service provider shall use all reasonable procedures to ensure that all materials provided to C&W in electronic form are free of viruses and shall be responsible for using appropriate firewalls and antivirus software.

Freedom of information

- 8.7 This clause applies if the Customer is a public authority within the meaning of the Freedom of Information Act 2000 ("FOIA"). C&W shall notify the Service Provider within five (5) working days of receiving notification from the Customer of a request under the FOIA for information relating to the business arrangements between C&W, the Service Provider and the Customer and/or information provided by C&W or the

Service Provider to the Customer (whether or not related to the Service Agreement) is requested. In view of the fact that C&W may provide the Service Provider with confidential or commercially sensitive information, the Service Provider undertakes to consult with C&W and to take C&W's opinion into account on all such requests, allowing C&W a reasonable period of time to comment before making a decision on whether to disclose certain information.

- 8.8 C&W will endeavour to recover from the client the reasonable and properly incurred costs of the service provider in preparing documentation required by the client to comply with a third party request for disclosure under the FOIA. For the avoidance of doubt, the Client, not C&W or the Service Provider, shall liaise with such third party.

9. Documents and Confidentiality

- 9.1 The Subcontractor acknowledges that the provision of the Services ultimately benefits the Customer. All documents created by the Service Provider in connection with the Service Agreement may be disclosed to the Customer without the prior written consent of the Service Provider, provided that the Customer and any third parties engaged by the Customer have been permitted by C&W to use the documents under terms substantially similar to those of the Customer Agreement.
- 9.2 All confidential information, materials, data, documents or other information that is the property of C&W or the customer and has been made available to the service provider by C&W or the customer during the provision of the service must be returned to C&W at C&W's request or destroyed by the service provider.
- 9.3 The service provider shall retain its records relating to the service contract for six years after issuing its final invoice to C&W or, if provided for in the customer agreement, for a longer period. The service provider shall be entitled to destroy the documents after this period has expired, unless these documents relate to a claim, legal dispute, audit or investigation of which the service provider is aware or should reasonably have been aware. In such case, destruction shall be subject to the prior written consent of C&W, after C&W has been given reasonable opportunity to request the retention of such records in writing. For the purposes of this clause, the term "Assignment Documents" means all documents retained or controlled by the Service Provider in connection with the Assignment, including records relating to: (i) the Services; (ii) costs and expenses; and (iii) any payments made for any reason on behalf of or for the benefit of the Assignment, including the amount, purpose and recipient of such payment and the relevant supporting documentation.
- 9.4 C&W or its auditors or advisers may, during business hours, have access to the Service Provider's premises, facilities, employees or systems to verify compliance with the obligations under the Order, and the Service Provider shall provide reasonable assistance for the purposes of such verification. Unless the reason for the review is related to suspected fraud, the Service Provider shall only be obliged to allow such a review if it has been notified two working days in advance. The parties shall bear their own costs and expenses in connection with Clause 9.3, unless the review reveals a breach by the service provider of its obligations under this contract, in which case the service provider shall reimburse C&W for the costs incurred in connection with Clause 9.3.

10. Conflicts of interest, compliance and ethics

Conflicts of interest

- 10.1 Both C&W and the service provider must maintain conflict management procedures to address actual or potential conflicts of interest. If the service provider becomes aware of a potential conflict, it must notify C&W immediately. If a conflict arises, C&W (after consulting with the service provider) will decide, taking into account legal restrictions, relevant regulations and the interests and wishes of clients, whether the service provider can continue to work for both parties (e.g. by setting up "Chinese walls"), only for one party or for neither party. If C&W believes that a potential or actual conflict cannot be adequately managed, it will inform the client and consult with them on the measures to be taken.

Sanctions and anti-money laundering

- 10.2 **SERVICE PROVIDER WARRANTIES.** Neither the Service Provider nor its employees, owners or agents or subcontractors providing services under this Agreement are subject to any applicable laws relating to the import and export of goods/technologies or services, economic or financial sanctions, trade embargoes or other trade restrictions ("Sanctions and Trade Controls") under applicable laws, nor are they blocked, excluded, designated, sanctioned or denied import or export privileges.

- 10.3 **COMPLIANCE WITH LAWS AND REGULATIONS.** In connection with the provision of services under this Agreement, the Service Provider, its employees, owners, agents and subcontractors shall comply with all applicable laws, including, but not limited to:

- (a) Applicable laws relating to anti-bribery and anti-corruption, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010; and
- (b) Applicable laws relating to sanctions and trade controls, including, but not limited to, those administered and enforced by the United States (e.g., US Export Administration Regulations, International Traffic in Arms Regulations, US Anti-Boycott Regulations) and the United Kingdom (e.g., as administered and enforced by the Office of Financial Sanctions Implementation).

- 10.4 In providing consulting services under this engagement, the consultant, its employees, owners, agents and subcontractors shall comply with Cushman & Wakefield's Global Vendor/Supplier Integrity Policy (available at: Wakefield's Global Vendor/Supplier Integrity Policy (available at: <https://www.cushmanwakefield.com/en/about-us/supplier-management/supplier-policies>).

- 10.5 **NOTE.** The service provider agrees that:

- a) if the Service Provider becomes aware of any suspected or actual violation of applicable laws or policies in connection with the performance of this Order, the

Service Provider will notify C&W immediately, to the extent permitted by law; and

- b) At C&W's request, the service provider shall confirm the continuing accuracy of the representations and warranties in this service agreement.

Tax evasion

- 10.6 The service provider shall not

- (a) engage in any activities, practices or conduct that would constitute:
 - (i) an offence of aiding and abetting tax evasion in Germany; or
 - (ii) an offence of aiding and abetting tax evasion abroad pursuant to Section 46(6) of the Criminal Finances Act 2017;
- (b) the service provider must have and maintain prevention procedures that are adequate to prevent aiding and abetting tax evasion by another person (in particular its employees), as well as ensuring compliance with the sub-clause "10.8"; and
- (c) C&W in writing if it becomes aware of a breach of sub-clause 10.8 (a) or has reason to believe that it or a person connected with it has received a request or demand from a third party to facilitate tax evasion within the meaning of 10.6 (a) i, ii in connection with the performance of its obligations under the service contract.

- 10.7 For the purposes of Clause 10.6, the meaning of the term "reasonable preventive measures" shall be determined in accordance with the guidance set out in section 47 of the Criminal Finances Act 2017.

Slavery and human trafficking

- 10.8 In performing its obligations under the Service Agreement, the Service Provider shall:

- (a) comply with all applicable laws, regulations and rules relating to the prevention of slavery and human trafficking, including but not limited to the Modern Slavery Act 2015; and
- (b) notify C&W immediately upon becoming aware of any actual or suspected slavery or human trafficking in its supply chain that is related to the contract.

- 10.9 If C&W has reason to believe that the Service Provider has breached or may breach any of the provisions of Clause 10, C&W may withhold further payments until satisfactory confirmation is provided to C&W that no breach has occurred or will occur. C&W shall not be liable to the Service Provider for any claims, losses or damages of any kind arising in connection with its decision to withhold payments in accordance with this provision.

- 10.10 Notwithstanding any provisions to the contrary in this contract, in the event of a breach of clause 10, the contract with the contractor shall be deemed invalid from the outset without the need for written notice of termination. All payment claims of the Service Provider in relation to transactions in breach of Clause 10, including claims for services previously rendered, shall automatically lapse and be cancelled, and all payments previously made shall be refunded by the Service Provider to C&W without delay. The Service Provider shall also indemnify and hold C&W harmless from and against any and all claims, losses or damages arising out of or in connection with any such breach and/or the termination of the Service Agreement.

11. Liability and insurance

- 11.1 Notwithstanding any provisions to the contrary, neither party shall limit or exclude its liability in respect of the following:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) statutory or other liability that cannot be limited or excluded under applicable law.

11.2 C&W shall not be liable for:

- (a) indirect or consequential damages (even if the parties are aware of the possibility of such damages at the time of commissioning the service provider);
- (b) lost profits or revenue of the service provider in general;
- (c) loss of goodwill, reputation or business opportunities;
- (d) loss or damage to data or losses resulting from the receipt of information, data or communications provided or transmitted electronically by C&W to the service provider;
- (e) pure economic losses incurred by the Service Provider or persons other than the Service Provider as a result of a tortious duty of care (e.g. negligence) or for other reasons;
- (f) Actions or omissions of third parties; or
- (g) delays due to its obligation to comply with legal and regulatory requirements (e.g. money laundering checks),

arising in any case from or in connection with the order or any breach or non-performance thereof, regardless of how fundamental they are. The parties agree that each of the foregoing sub-clauses (a) to (g) (inclusive) are separate conditions and shall be applied separately from each other.

- 11.3 The service provider must maintain professional liability insurance for the duration of the contract and take out and maintain business liability insurance of the type, on the terms and conditions, for at least the amount and for the duration specified in the service contract, as well as all other insurance policies required by applicable law. At C&W's request, the service provider must provide suitable evidence necessary to prove the existence of such insurance.

- 11.4 C&W's total liability arising out of or in connection with the engagement or any breach or non-performance of the contract, whether in contract, tort or otherwise, shall in all circumstances be limited to the amount that the service provider is duly entitled to invoice in accordance with the agreement.

- 11.5 The service provider warrants and represents to C&W that it is an independent contractor. C&W shall not be liable for the payment of any payroll taxes, including social security contributions of any kind, on behalf of the subcontractor. The subcontractor is responsible for ensuring that all payroll taxes, including social security contributions, are paid in relation to the services and indemnifies C&W against all claims in this regard.

12. Term and Termination

- 12.1 The service relationship shall commence on the earlier of the following dates: (i) the date of the service order or (ii) the date on which the service provider commences the provision of services, and shall remain in force until the services have been provided in full in accordance with the terms of the

order, unless terminated in accordance with the terms of this clause 12.

- 12.2 C&W may terminate the contract at any time without giving reasons by giving at least thirty (30) days' written notice .

- 12.3 Either party may terminate the order at any time by written notice with immediate effect or after expiry of a notice period it deems reasonable if the other party

- (a) commits a material breach of the service agreement and this breach cannot be remedied;
- (b) commits a remediable material breach of the service agreement and does not remedy this breach within a period of thirty (30) days after delivery of a notice specifying the material breach and demanding its remedy (or if, after remedying the breach as notified, a similar breach occurs within the next thirty (30) days); or
- (c) business activities are to be discontinued, discontinuation due to excessive debt is foreseeable, a receiver, insolvency administrator or official administrator is appointed by a court for all or part of its assets, a settlement is reached with its creditors, or an order or resolution to dissolve its business is issued, or a similar or equivalent procedure is ordered in a jurisdiction other than Germany.

- 12.4 C&W shall have the unilateral right to terminate this service relationship immediately upon written notice and shall be entitled to payment of the service fees for the services provided under this agreement and all reasonable additional costs incurred as a result of such early termination if:

- (a) in connection with the performance of this service, the service provider violates applicable anti-corruption laws, sanctions and trade controls, and money laundering laws, or causes C&W to violate such laws;
- (b) C&W believes in good faith that the Service Provider has acted in a manner that could expose C&W to liability under applicable anti-corruption laws, sanctions and trade controls, or AML laws; or
- (c) the service provider or any of its direct or indirect shareholders becomes a restricted person.

- 12.5 If the customer agreement that C&W has entered into with its customer is terminated for any reason, the service provider agreement shall also terminate at the same time. In this case, if no corresponding provision has been made in the service provider agreement that takes into account termination in accordance with this clause 12.5 , a pro rata calculation shall be made taking into account the fees payable for the performance of the service provider's assignment, the expected duration of the service provider's entire scope of work and the services provided by the service provider prior to the effective date of termination, as well as all expenses duly incurred prior to termination.

- 12.6 If C&W exercises its right of termination in good faith, the subsequent non-performance or refusal to perform all or part of its current or future obligations in connection with the service contract shall not constitute a breach of the service relationship.

13. Intellectual property

- 13.1 All Service Materials shall become the property of C&W upon their creation. The Service Provider hereby assigns to C&W the Service Materials together with the right to claim and collect damages or other remedies for infringement of the Service Materials by third parties. With regard to future

copyrights, this shall be deemed a present assignment of future rights.

- 13.2 The Service Provider grants C&W a worldwide, fully paid-up, non-exclusive, transferable (to a member of the C&W Group) licence to use, reproduce and modify the Service Provider's Materials to the extent necessary to provide services to its customer under or in connection with the customer agreement between C&W and your customer.

- 13.3 C&W and its licensors retain all rights, title and interest in the C&W Materials. The Service Provider and its licensors retain all rights, title and interest in the Service Provider Materials.

14. Notices

- 14.1 All notices or other information that one party is required to provide to the other party under the Service Agreement (each, a "Notice") shall be provided as follows:

- (a) personal delivery;
- (b) by registered mail or next-day delivery ; or
- (c) by email

to the other party at the address specified in clause 14.4 .

- 14.2 Any notice delivered in person shall be deemed to have been served at the time of actual delivery.

- 14.3 Any notice sent by post in accordance with Clause 14.1(b) and not returned to the sender as undeliverable shall be deemed to have been delivered on the second day after posting. Proof that the notice was properly addressed, stamped, registered and sent and was not returned to the sender shall be sufficient evidence that the notice or information was duly delivered.

- 14.4 The delivery address of each party for the purposes of this clause 14 shall be its registered head office or such other address as it may last notified to the other party in writing. Notices to C&W must be addressed to the Head of Legal EMEA to be valid.

- 14.5 If a notice is sent in accordance with Clause 14.1 (c),

- (a) the notice should be sent as a PDF attachment to the email and not in the body of the email;
- (b) the subject line of the email should clearly indicate that the email contains a notice relating to the order;
- (c) the relevant email addresses are (i) the last email address notified in writing to the other party for this purpose, and (ii) in the case of C&W, a copy to emea.contracts@cushwake.com .

- 14.6 Any notice sent in accordance with clause 14.1 (c) shall, provided that the sender can provide proof of dispatch and does not receive notification that it has not been dispatched, be deemed to have been delivered on the day of dispatch, unless it was not dispatched on a working day, in which case it shall be deemed to have been delivered on the next working day.

15. No waiver, partnership or joint venture

- 15.1 No waiver of any rights under the Service Agreement (including the right to sue for breach of contract) shall be deemed a waiver of any other or further rights of the same or any other kind, nor shall it be effective unless made in writing and duly signed by an authorised representative of the party concerned. Failure to insist on the fulfilment of the terms and conditions of the service contract, or the granting of time or other concessions by one party to another party, shall not be deemed a waiver of the right to assert breaches of contract, or acceptance of changes, or a waiver of rights in connection

with the service contract, which shall remain in full force and effect.

- 15.2 Any right or remedy of C&W under the service contract shall be without prejudice to any other rights or remedies of C&W.

- 15.3 The Service Agreement shall not be construed or interpreted as creating or establishing a joint venture, partnership or employer-employee relationship between the parties that imposes any partnership obligation or liability on either party.

16. Illegality/Severability Clause

If any provision is held by a court or competent authority to be illegal, invalid or unenforceable, or if any law is passed that renders any provision illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of the remaining provisions relating to the employment relationship.

Assignment and novation

- 16.1 Neither party may assign its rights and/or obligations in connection with the commissioning of services, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing sentence, C&W may assign or novate all or part of its rights and/or obligations in connection with the commissioning of the employment relationship to another member of the C&W Group without the prior written consent of the Service Provider.

- 16.2 The service contract shall inure to the benefit of and be binding upon the parties' successors and permitted assignees.

17. Further assurance

Each party is obliged, from the date of the letter of engagement, to take all necessary measures at any time upon request and at its own expense, or to make reasonable efforts to ensure that third parties take all measures necessary for the full implementation of the terms of the service contract, including the signing and delivery of all related documents.

18. Applicable law, jurisdiction agreement and dispute resolution

- 18.1 In the event of a dispute arising out of or in connection with the commissioning of the service provider, the party considering initiating legal proceedings must first request the other party in writing to meet within fourteen (14) days to attempt to resolve the dispute in good faith. If the dispute is not resolved within fourteen (14) days, it must send written notice to the other party and the parties must, in good faith, commence mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure to resolve the dispute. Neither party may initiate legal proceedings in relation to a dispute arising out of or in connection with an order before it has made reasonable efforts to resolve the dispute through mediation, provided that the right to initiate proceedings is not prejudiced by the delay.

- 18.2 The "18.1" clause does not prevent a party from applying to the court for an injunction and does not require that party to serve notice before making such an application.

- 18.3 If a disagreement or dispute arises from the customer agreement (the "customer dispute") and C&W believes that this dispute concerns the service agreement arising from the service or is likely to arise, C&W may, by notice to the Service Provider, require that the Service be handled jointly with the Customer Issue under the Order in accordance with the dispute resolution provisions contained therein.

- 18.4 The service contract and any disputes or claims arising out of or in connection with the service or its content or origin

(including non-contractual disputes or claims) shall be governed by and construed in accordance with German law. The parties submit to the non-exclusive jurisdiction of the courts in Frankfurt am Main for all purposes in connection with any order and such disputes or claims.

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19. Third-party rights

- 19.1 Insofar as a member of the C&W Group incurs losses, damages or expenses, the parties agree that these losses, damages or expenses shall be deemed to be losses, damages or expenses of C&W's contractual partner and that these losses shall be compensated in full by the service provider as if the losses, damages or expenses had been incurred directly by C&W's contractual partner.
- 19.2 Subject to the validity and enforceability of the clause "19.1 " and except for the rights granted to the Customer under the Order pursuant to the clause "8.1 " or otherwise pursuant to the Customer Agreement, no provision of the Service Agreement is intended to benefit any third party, and the parties do not intend any provision of the Service Agreement to be enforceable by any third party against the C&W. If clause 19.1 is or becomes unlawful, invalid or unenforceable, the rights under any order shall be enforceable by any member of the C&W Group.
- 19.3 Notwithstanding the other provisions of Clause 19 , the Service Provider undertakes, at the request of C&W, to issue a warranty in favour of the parties requested by the Customer within fourteen (14) days or such shorter period as specified in the Customer Agreement. For the purposes of this clause, such an assurance, if applicable, shall be a duty of care agreement towards the third-party beneficiary in connection with this service relationship.

20. Entire Agreement

- 20.1 The service agreement constitutes the entire agreement between the parties with respect to the services provided for or related thereto and supersedes all other agreements (written or oral) between the parties.
- 20.2 Each party acknowledges and agrees that it shall not rely on any promises, representations, warranties, obligations or statements made by the other party and shall have no remedy in relation thereto, unless expressly set forth in the service agreement. The Service Provider's sole remedy in respect of any act or omission by C&W in connection with the Service Order shall be to claim breach of contract.

21. Other provisions

- 21.1 Each party warrants and represents that it is authorised to enter into the Service Agreement and that it has obtained all necessary consents and/or approvals.
- 21.2 If the service provider consists of two or more persons, they shall be jointly and severally liable for the provision of the services.
- 21.3 Clauses 1, 2 ,3 ,7 ,8 ,9 , 9, 11,12.6 ,13 to 15 (inclusive), 15 to 21 (inclusive) of these Terms and Conditions for Services shall survive the termination of the Service Agreement.
- 21.4 The Service Provider agrees and acknowledges that the engagement is between the Service Provider and C&W and that the Service Provider has no right to bring any claim against any member (partner), director, employee, agent or contractor of C&W, any other member of the C&W Group or any affiliate of C&W.