

1. Commissioning by the customer

- 1.1 The Client commissions C&W to provide services in accordance with these Terms and Conditions, which are attached to the Order Letters. Each Order constitutes a single contract incorporating the current version of these Terms and Conditions (together with the "Order").
- 1.2 The scope of the services to be provided within the framework of an order (the "**Services**") shall be executed together with the associated letter of engagement. C&W shall not be obliged to perform any other task or service than the one ordered in the engagement letter.
- 1.3 The customer shall provide all necessary cooperation to enable each member of the C&W Group to fulfill its obligations with regard to the legal requirements in connection with the award of the contract. This refers in particular to all obligations in connection with customer checks "KYC" as well as legally required money laundering checks in accordance with the GWG and the applicable data protection requirements in accordance with the BDSG. Both the client and C&W declare to with all applicable laws in the fulfillment of their obligations in relation to the order.
- 1.4 In individual cases, C&W requires the subcontracting of third parties in order to be able to provide the commissioned services in whole or in part. If C&W intends to engage a third party as subcontractor for partial services, C&W shall seek the prior consent of the Customer before entering into a subcontracting agreement, whereby such consent may not be unreasonably withheld. The customer that employees of the C&W Group, as well as companies affiliated with the Group, may provide the service as such, or parts thereof. No further declaration by C&W is required in this respect. In cases where C&W engages third parties directly (without acting as agent for the customer), C&W shall be liable for any breach caused by an act, error or omission of such third party. However, C&W shall not be responsible for supervising or monitoring the performance of third parties.

2. Definitions and interpretation

- 2.1 The following terms have the following meanings in the case of an assignment:

"Applicable Law" means all applicable laws, regulations, regulatory requirements and directives of all relevant jurisdictions, as amended from time to time;

"C&W" means the member of the C&W Group that is a party to the engagement letter;

"C&W Affiliate" means a third party that has acquired a license from the C&W Group;

"C&W Group" means DTZ Worldwide Limited (a company registered in England and Wales under company number 9073572) and all its subsidiaries (within the meaning of Sections 290 et seq. German Commercial Code);

"C&W materials" refers to all those materials property of C&W and its licensors and all Intellectual Property Rights owned by C&W and its licensors, whether before or after the date of engagement, but excluding the Service Materials provided by the Customer;

"Client" means the addressee(s) of the engagement letter excluding any third party who pays the fee or is responsible for its payment;

"Customer Materials" means such materials owned by the Customer and its licensors and all Intellectual

Property Rights owned by the Customer and its licensors
 DAC 6" means Council Directive 2011/16/EU (as amended);

"DAC 6 ARN" means the arrangement reference number issued pursuant to the UK DAC 6 Regulations (in particular Regulation 8(4)) and any similar reference number issued pursuant to the DAC 6 Regulations;

"DAC 6 Regulations" means all regulations, laws or similar provisions enacted in an EU Member State that implement DAC 6, including Section 138d (6) of the German Fiscal Code (AO);

"Data" has the meaning given in clause 7.2;

"Data Protection Laws" means, to the extent applicable and binding on both parties

(a) the General Data Protection Regulation (EU) 2016/679 (or "GDPR") and/or any corresponding or equivalent national laws or regulations;

(b) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and/or any corresponding or equivalent national laws or regulations;

(c) any law or regulation implementing Directive 95/46/EC; and

all applicable laws that replace, amend, extend, re-enact or consolidate any of the above data protection laws within the meaning of the Federal Data Protection Act;

"Document" has the meaning given to that term in clause 8.1;

"Intermediary" has the meaning given to this term in Section 138d (6) AO;

"Reportable cross-border arrangement" has the meaning given to this term in Section 138d (6) AO;

"Reportable information" has the meaning given to this term in Section 136d (6) AO;

"DAC 6 Regulations" means The International Tax Enforcement (Disclosable Arrangements) Regulations 2020

"Document" means all surveys, presentations or reports prepared by C&W as part of the Service;

"Engagement Letter" means the letter issued by C&W to the Customer and referred to as the Order, which sets out certain services to be provided by C&W and which, together with the General Terms and Conditions, are intended to form part of the Customer Order. To the extent the context permits, cross-referenced documents documents attached to the Order Letter shall form part of such Order; "Eligible Party" shall have the meaning given to it in Clause 17.1;

"Fees" shall mean the amounts specified as payable and due in the engagement letter or otherwise invoiced in accordance with the engagement letter;

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

"Remedial Event" means: (i) delay or omission by the Client or any person acting on behalf of the Client to perform any obligation of the Client under the Order; (ii) the rebuttal of any assumption stated in the Order Letter; and (iii) any other event stated in the Order Letter;

"RICS" means the Royal Institution of Chartered Surveyors;

"**Services**" means the services provided to the customer by C&W as part of the order;

"**Service Materials**" means all such works and all Intellectual Property Rights in works created, provided or arising solely in the course of providing the Services to the Client;

"**Terms and Conditions**" means the terms and conditions set out in this document;

"**Value Added Tax**" means value added tax within the meaning of the German *Value Added Tax Act* or a similar sales or turnover tax in another jurisdiction.

- 2.2 Unless the context otherwise requires, or a contrary intention appears, any reference to a Regulation includes that Regulation as amended or updated, together with any subordinate legislation enacted under that or any other applicable law, and any reference to a German legal term includes, in respect of a jurisdiction other than German, a reference to a jurisdiction which is closest to that jurisdiction under the German legal term.
- 2.3 Except for Declarations to be made, references to "in writing" or "in writing" include Declarations sent by email. The words "including" and "in particular" and any similar words or expressions are for illustration and emphasis only and are not intended to limit the generality or scope of any other words or expressions. The words "subsidiary" and "associated company" shall have the same meaning as in Sections 290 et seq. of the *German Commercial Code* (HGB) (and clause 2.2 shall not apply in relation to this sentence). The headings of these Terms and Conditions are for convenience only and shall not affect their interpretation.

3. Fees, expenses and payments

Fees

- 3.1 The customer shall pay a fee in return for the provision of the service. The fee or the underlying calculation method is set out in the order letter.
- 3.2 Specified fees do not include VAT, which, where applicable, will be charged to the Client at the prevailing rate. Customer agrees to pay C&W all sales taxes in proportion to the provision of the Services, provided that C&W has submitted a valid tax invoice as required by applicable law.
- 3.3 If another member of the C&W Group, or a C&W Subsidiary, provides all or part of the Services under clause 1.4, the Customer acknowledges and agrees that such other member of the C&W Group or C&W Subsidiary may submit invoices for payment by the Customer in accordance with the Order Terms.

Expenditure

- 3.4 The Client shall reimburse C&W for all out-of-pocket expenses and disbursements properly by or on behalf of C&W in the performance of the Services for the Client Order ("**Expenses**") up to an amount equal to five hundred euros (€500) per quarter. Before C&W incurs any Expenditure in excess of the aforementioned amount, C&W shall seek the Customer's consent. In this case, such additional expenses shall also be payable. Expenses may be invoiced at the same time as the fees or quarterly in arrears at C&W's discretion.
- 3.5 The customer shall reimburse all marketing costs, which - if agreed - shall be settled as follows:
- (a) C&W shall inform the customer of all marketing costs incurred as a result of the assignment. C&W cost estimates for all marketing measures and, in cooperation with the client proposals if additional marketing is required, should be required.

- (b) However, cost estimates are qualified estimates and are based on actual quotations from suppliers. The final costs may therefore differ from the estimates. Advertising and printing prices provided are from quotes obtained from the marketing agencies at a specific time. The customer shall also pay the additional costs incurred by the suppliers for error corrections, artistic design or the creation of other advertising materials.

creation of other advertising materials and which were not caused by the supplier. The supplier's terms of delivery apply to all work out by the customer incurred in connection with his order. All costs are gross costs and C&W will retain the usual discounts offered to C&W as a result of ongoing business relationships with suppliers.

- (c) The customer commissions the supplier directly. If C&W agrees to engage a supplier on behalf of the Customer, C&W may request an advance payment for the expected costs. To the extent that the advance payment exceeds the actual costs, any excess shall be refunded to the customer without interest if all invoices and accounts have been settled after completion of the order. If the marketing costs exceed the advance payments made, the customer shall pay C&W the difference immediately upon request.
- (d) The customer shall reimburse all marketing costs incurred as a result of its order, irrespective of the completion/success of the order to which the service relates.

Payments

- 3.6 C&W's invoices are due from the relevant invoice date and payable within fourteen (14) days. C&W shall be entitled to charge the Customer interest on any amounts due which have not been paid within such period (whether before or after judgment) at the rate of nine percent (9%) per annum above the prime rate of the German Central Bank from time to time. All such interest shall (i) be payable in full from the due date until the date of actual payment and (ii) be compounded monthly and calculated on the basis of the actual number of days elapsed in the month, assuming a month of 30 days and a year of 360 days.
- 3.7 The Customer shall pay all amounts by electronic bank transfer to the bank account of C&W indicated on the invoice. C&W does not accept cash or check payments.
- 3.8 The Customer shall pay all amounts payable to C&W in relation to the order without set-off and without deduction.
- 3.9 If the Customer is required under German law to make a deduction from any payment, it shall increase such payment by the value of the deduction to ensure that C&W receives the same amount that C&W would have received if no deduction had been required.
- 3.10 C&W may require advance payments to be made before all or part of the Services have commenced or been completed. In calculating advance payments, C&W may take into account the nature context of the Services to be provided, as well as the likely timing and level of expenditure to be incurred.
- 3.11 C&W may suspend the provision of Services upon written notice to the Customer if C&W's invoice is not paid by the Customer within the period specified in clause 3.6. The aforementioned refusal of performance may continue until all amounts due have been paid in full.
- 3.12 After completion of an order, C&W shall be entitled to retain all materials received from the customer, until the amounts payable have been settled.

3.13 C&W may forward the Customer's file to credit reference agencies for the purpose confirming the Customer's identity and assessing the Customer's creditworthiness.

Client funds

3.14 C&W handles client money in accordance with RICS rules and regulations.

4. Customer obligations

4.1 The Customer shall provide as soon as practicable, at C&W's request, all information, assistance, approvals and consents reasonably required by C&W in relation to the performance of C&W's obligations in connection with the Order. The Customer warrants that all information provided by or on behalf of the Customer completely accurate and up-to-date in all respects and shall notify C&W immediately if it becomes aware that any information provided is incomplete, inaccurate or misleading.

4.2 In addition to any requests for information made pursuant to clause 4.1 above, the Client agrees to provide C&W with: (i) its DAC 6 ARN information; and (ii) the Reportable Information where an Order involves a Reportable Cross-Border Arrangement.

4.3 The Customer agrees that C&W: (i) is entitled to rely on the completeness, accuracy, adequacy and consistency of all information provided to it by or on behalf of the Client; (ii) and that C&W shall not be liable for any DAC 6 reporting obligations (whether direct or indirect) under the DAC 6 Regulations in relation to the Order and that such obligations shall remain solely with the Client and its advisers; (iii) and that C&W is not acting as an intermediary under the DAC 6 Regulations; and (iv) in this respect accepts no liability for any inaccuracies contained in any information provided by or on behalf of the Client.

4.4 All estimates made by C&W are based on the content and quality of the information provided by the Customer and the Customer is not entitled to assume that C&W has carried out an independent evaluation of the Customer's information. The Customer shall take the foregoing in connection with all calculations, computations and recommendations for action.

4.5 The client checks and confirms the correctness and completeness of the real estate appraisals prepared by C&W and confirms that the prepared content is not misleading. The Client undertakes to notify C&W immediately if any details of the appraisal are incorrect or incomplete.

5. Measurements

5.1 Where C&W is required to measure a property, it shall do so in accordance with applicable measurement practices. If the Customer requires C&W to use a particular measurement practice, the Customer shall specify this in writing before C&W commences the measurement. Customer agrees that the measurement ranges contained in any document are approximations and, if measured by C&W, may be within a tolerance of two percent (2%) in either direction. If the configuration of the floor slab is unusually irregular or obstructed, this tolerance may be exceeded in individual cases.

5.2 C&W cannot survey areas to which it does not have access, in which case the measurement area must be estimated from plans or by extrapolation. Where land or site areas are measured, all areas are approximations and are measured from submitted plans or official documents rather than measured on site by hand.

6. Confidentiality

6.1 The Client consents to C&W disclosing that it is providing or has provided the Service as such to the

Client and may disclose the Client's name to the public. However, C&W shall not disclose details of any ongoing transaction (other than publicly available information and details) without the prior consent of the Client, such consent not to be arbitrarily withheld or delayed.

6.2 The customer undertakes to treat certain information as confidential and not to pass it on to other persons (either before or after termination, notice of termination or expiry). The foregoing applies to: (i) any information it receives in relation to the methods and/or technology used by C&W in providing the Services; (ii) the contractual terms on which C&W the Services; and (iii) any other information relating to C&W's business which is not in the public domain; or (iv) the Work Product itself (or extracts thereof), except for the disclosure governed by clauses 8.2 and 8.3 .

6.3 C&W undertakes that for a period commencing on the date of engagement and continuing for a subsequent period of two (2) years from the commencement of the engagement, or such shorter period as may be due to the termination of the engagement by either party either by notice or success of performance, it shall keep confidential and not disclose to any other person any information relating to the Customer's business activities which has come into its possession as a result of the provision of the Services by C&W and which is not in the public domain.

6.4 party breaches clause 6 by disclosing information
(a) if this is required by applicable law or a court order or by a regulatory authority to which that party is subject or of which that party is a member, regardless of where it is located and (regardless of whether the information requirement applies under applicable law applies or not);
or
(b) those of professional advisers, insurers, auditors and banks of such a party. party.

6.5 In addition, C&W shall not be in breach of clause 6 by disclosing information in connection with the Order to (i) members of the C&W Group or (ii) C&W Affiliates or necessary agents.

7. Data protection and data handling

Data controller

7.1 Subject to clause 7.2, each party shall act as an independent data controller or equivalent for the purposes of data protection law in relation to the personal data it processes in the performance of an Order. Each party shall comply with its respective obligations under data protection law for the duration of the Order. Neither party shall be responsible for the consequences of the other party's failure to comply with data protection law in relation to personal data that it shares with the other party.

data

7.2 To the extent that C&W receives from the Customer any personal data for which the Customer is a data controller in connection with and for the purpose of providing the Services (the "Data"), the Customer appoints C&W as data processor in respect of such Data and clauses 7.3 to 7.5 (inclusive) shall apply.

7.3 When processing personal data, C&W will ensure
(a) unless otherwise instructed by the customer in writing, data shall only be processed to the extent necessary for the provision of the specific service, necessary for the provision of the specific service, unless the processing of the data is regulated differently by a otherwise regulated by a valid

EU law.

(b) appropriate technical and organizational measures are taken to protect the data from (i) accidental or unlawful destruction; and destruction and (ii) loss, alteration and unauthorized disclosure or unauthorized access by access by third parties.

(c) any person authorized to process the data is authorized to process the data is subject to an enforceable confidentiality agreement.

(d) permission for data processing has been granted,

(i) and service providers only in accordance with section 1. may be subcontracted;

(ii) employees of the C&W Group and companies as well as their advisors, insurers advisors, insurers, auditors and banks; and banks; and

(iii) only service providers commissioned by C&W as system administrators and support who have the necessary infrastructural infrastructural requirements and which are processing in accordance with clause 7. have been contractually obligated.

Insofar as the customer does so in accordance with clause 7.3(d) for reasonable grounds relating to the protection of personal data, C&W shall refrain from any commissioning or subcontracting of data processing. data processing. Both parties may in this case terminate the contract with C&W in writing with a notice period of 30 days:

(e) it is envisaged that the data will be transferred outside the European Economic Area are to be transferred,

(i) and in relation to Clause 7.3 (d) or in any other other manner, consent to the transfer of the data has been given in advance and

(ii) arrangements been made for that data to be processed outside the European Economic Area in accordance with the European Union's standard contractual clauses for data processing.

(f) upon becoming aware of a data security breach of data security without undue delay breach, provided that this breach is a reportable breach under data protection law constitutes a reportable breach constitutes a reportable breach.

(g) the customer is informed immediately of the request of a regulatory authority.

Furthermore, C&W shall support at the expense of the client any request (i) from a data subject who wishes to person who wishes to exercise their rights under applicable data protection (ii) and any further correspondence further correspondence, request or complaint complaint received from data subjects, regulatory authorities or third parties in in connection with the processing of the data the Client in connection with the processing of the Data.

(h) C&W shall provide the customer with the documents required to demonstrate compliance with compliance with Clause 7, and allow the Customer (or its agent third party appointed to exercise its rights third parties), who shall be obliged to maintain confidentiality, to carry out an audit in order to in order to confirm compliance with the data protection. This is subject to the proviso that the customer has has announced its intention to conduct the audit in good time, the audit takes place

during normal business hours, and that all reasonable measures measures are taken to ensure that business operations unnecessarily. unnecessarily. The customer may not exercise his right of inspection no more than once within a twelve (12) months, unless this is expressly expressly requested by the competent regulatory authority.

7.4 At the Customer's request, C&W shall provide reasonable assistance to the Customer (at the Customer's expense) in carrying out any data protection impact assessment and correspondence with the Customer's data protection authority that may be required under applicable Data Protection Laws or other applicable data protection laws in the Customer's jurisdiction.

7.5 Unless Customer instructs in writing to destroy or return the Data (or copies thereof) upon termination of the engagement, C&W shall retain its engagement files, including the Data, for six (6) years after the issuance of C&W's final invoice. Customer agrees to the deletion and destruction of all engagement files at the end of this period, unless Customer has requested in writing the return of Customer's records or documents during this period. C&W shall not be liable for any damages arising out of or in connection with the destruction of records occurring more than six (6) years after the date of the final invoice. C&W shall be entitled to retain data to the extent required by applicable law.

Handling of data

7.6 The Customer shall take all reasonable steps to ensure that all materials provided to C&W in electronic form are virus free and shall be responsible for the use of appropriate firewalls and anti-virus software. The Customer shall not disclose any special categories of data to C&W unless expressly agreed in writing.

7.7 Privacy

A copy of the C&W Privacy Notice can be downloaded from the following links [here](#).

7.8 Freedom of Information

If the Client is a public authority under FOIA, the Client shall notify C&W of this fact at the beginning of the engagement. Customer shall notify C&W within five (5) business days if it receives a request under the German Federal Data Protection Act ("BDSG") for the release of information relating to the business arrangement between C&W and Customer and/or relating to information provided by C&W to Customer (whether or not in connection with the Order). Recognizing that C&W may the Customer with confidential or commercially sensitive information, the Customer undertakes to consult with C&W on all requests and to take C&W's comments into account. In addition, the Client agrees to allow C&W a reasonable period of time to respond before making a decision as to whether certain information should be disclosed.

7.9 The Customer agrees to pay C&W's reasonable and properly incurred costs of preparing documentation at the Customer's direction to comply with a request for disclosure under the BDSG or any other applicable law. For the avoidance of doubt, the Customer, and not C&W, shall correspond with third parties.

8. Documents and "Reliance"

8.1 C&W takes reasonable care in the preparation of all documents. The opinions expressed therein represent C&W's opinion at the time the document was prepared

and assess data and information on which that opinion is based. The document is believed to be accurate at the time of preparation (however, this opinion may be subject to change during the life of the project and beyond, and as new information becomes available). C&W reserves the right to change the underlying data and information and opinion without prior notice in the light of revised market views and circumstances, but is not obliged to update documents already provided accordingly.

- 8.2 Subject to clause 8.3, the preparation of the Service is for the exclusive use of the Customer and no extract from any document prepared by C&W for the Customer may be reproduced, transmitted, copied or disclosed to any third party without C&W's prior written consent. C&W accepts no liability to any third party relying on such document or any extract thereof.
- 8.3 The Customer may only allow other persons to use the documents created by C&W with C&W's written consent, provided that such other persons have entered into a written agreement with C&W for such use ("Reliance Letter"). C&W shall not be liable to any third party for the content of your document that was prepared on behalf of and provided to the Customer and the Customer provides such document to a third party without first signing a Reliance Letter with C&W. Any limitation of C&W's liability set out in the Client Order shall apply to the Client and any additional party signing a Reliance Letter upon signature of the Reliance Letter.
- 8.4 To the extent that the Customer passes on a copy of a document or extracts thereof to any other person without signing the Reliance Letter or any person to rely on the contents of the document or any extract thereof, the Customer undertakes to C&W to indemnify C&W against any claim by any third party and to hold C&W harmless in respect of any reliance by any third party on the contents of the document as a result of its disclosure.
- 8.5 Where the Client is acting on behalf of a syndicate or in connection with a securitization, the Client agrees that it is not entitled to pursue a claim on behalf of any other person in excess of what it would have been entitled to pursue on its own behalf had there been no syndication or securitization.

9. Service quality

- 9.1 In performing the Services, C&W shall such reasonable care and skill as may generally be expected of a competent provider in relation to the provision of the Services which are comparable in scope, background and complexity to the Services provided by C&W.
- 9.2 If the customer is dissatisfied with the provision of the service by C&W, he must first address a complaint to the C&W employee named in the order letter. This procedure is prescribed by C&W's current complaints procedure guideline, which applies in such cases. C&W will send the customer a copy of the complaints procedure guideline on request.
- 9.3 No implied terms and conditions shall apply under and/or in connection with the Order and are hereby expressly excluded to the extent permitted by applicable law.
- 9.4 C&W operates in accordance with ISO9001; ISO14001, and ISO 45001.

10. Conflicts of interest; compliance and ethics

- 10.1 C&W maintains conflict management procedures to address actual or potential conflicts of interest. If the Client becomes aware of a potential conflict, it shall notify C&W immediately. If, in C&W's opinion, such a conflict actually exists, C&W will decide whether C&W can continue to act for both parties (e.g. by using "Chinese walls"), or will act for only one or for neither

party, taking into legal requirements, relevant regulatory requirements and the interests and wishes of the client. The extent that C&W does not consider that a potential or actual conflict exists and cannot be resolved in accordance C&W's policies (available on request), it will notify the clients concerned and consult with them as soon as practicable as to what further steps need to be taken.

- 10.2 The Client agrees that C&W earn commissions and referral fees and charge handling fees in connection with the services it provides and agrees that C&W is entitled to collect the foregoing without specific disclosure. C&W does not accept commissions or referral fees in circumstances where it is circumstances where it reasonably believes that they may compromise the independence of advice.
- 10.3 It is not C&W's policy to offer a prospective buyer or tenant a property for which C&W has been instructed by the seller/owner, C&W will notify the client who is the seller/owner if approached by a prospective buyer or tenant to provide a relevant service
- 10.4 Each party represents and warrants to the Client that it and its employees will comply with and not violate all applicable anti-bribery and anti-corruption laws ("Anti-Corruption Laws"), including but not limited to the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1 et seq.) and the UK Bribery Act of 2010, and that it will not cause the other party to violate them.
- Sanctions and anti-money laundering
- 10.5 The customer represents and warrants that:
- (a) Client and its shareholders, directors, officers or employees will comply, will not comply and will not cause C&W to comply with applicable laws relating to the import and export of goods, technology and services, economic or financial sanctions, trade embargoes or other trade restrictions ("Sanctions and Trade Controls") in connection with the performance of this Order, including but not limited to the sanctions laws and regulations of the United States (as promulgated by the U. S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and U.S. Department of State), the U.S. Export Administration Regulations (31 C.F.R. Parts 730-774), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), U.S. Anti-Boycott Regulations (as administered and enforced by the Office of Antiboycott Compliance of the U.S. Department of Commerce and the Internal Revenue Service of the U.S. Department of the Treasury) and the sanctions laws and regulations of the United Kingdom (as administered and enforced by Her Majesty's Treasury) and the Whistleblower Protection Act (HinSchG) , provided that the representations and warranties contained in this clause 10.5(a) are made only to the extent that they would not result in a breach of Council Regulation (EC) No. 2271/96, as amended (or any law or regulation implementing that Regulation in any Member State of the European Union or any equivalent law or regulation in the United Kingdom), the German Foreign Trade and Payments Act or any similar applicable anti-boycott or blockade law or regulation;
- (b) the Client and its shareholders, directors, officers or employees will, in connection with the performance of this engagement, comply with, and will not cause C&W to violate, any applicable laws relating to money laundering, terrorist financing or related financial recordkeeping and reporting requirements ("AML Laws"), including but not limited to the Bank Secrecy Act (31 U. S.C. §§ 5311 et seq.), Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 et seq.), USA PATRIOT Act, EU Money Laundering Directives, UK Prevention of

- Terrorism Act 2005, UK Serious Organized Crime and Police Act 2005, UK Money Laundering Regulations 2003, UK Proceeds of Crime Act 2002 and UK Anti-Terrorism, Crime and Security Act 2001;
- (c) neither the Customer nor any of its shareholders, directors, officers or employees (i) is blocked, excluded, designated, sanctioned or granted import or export privileges under applicable sanctions and trade control laws and/or AML Laws; (ii) is located in a country or territory that is subject to country-wide or territory-wide sanctions and trade controls (as of the date of this Agreement, Crimea, Cuba, Iran, Syria or North Korea); or (iii) is owned (with an ownership interest of 20% or more) or controlled by any of the Persons referred to in (a) above (collectively, the "Restricted Persons"); and
- (d) the Client is not involved in any business or transactions in connection with the performance of this Order and is not knowingly associated with Restricted Persons.
- 10.6 If at any time the Customer becomes aware that any of the representations made in the Sanctions and Anti-Money Laundering Sections are no longer applicable, the Customer shall immediately notify C&W in writing.
- 10.7 In the event that C&W believes in good faith, whether or not it has conducted an investigation, that the Customer has acted in a manner that exposes C&W to liability under which could expose C&W to liability under anti-bribery and anti-bribery and corruption laws, or that the Client (including any person or entity that (including any person or entity having an interest in it (directly or indirectly)) becomes the target of any applicable sanctions/AML regime, C&W shall have the right to terminate the Order by written notice and shall be entitled to claim payment for the Services in accordance with clause 12.4, together with any reasonable additional costs incurred as a result of such early termination.
- 10.8 Each party undertakes:
- (a) not to engage in any activity, practice or behavior that either:
- (i) a German tax evasion facilitation offense under § 370 AO; or
- (ii) a foreign tax evasion offense under 46(6) of the Foreign Corrupt Practices Act 1977, and ;
- (b) have and maintain policies and procedures that are maintain policies and procedures that are adequate to the facilitation of tax evasion by person (including, but not limited to its employees), as well as also to ensure compliance with clause 10.8(a); and
- (c) notify the other party in writing, if it becomes aware of a breach of clause 10.8(a) becomes aware of, or has reason to believe that it or any person connected with it has connection with the performance of its obligations under an agreement a invitation or request from a third party which constitutes tax evasion within the meaning of § 370 AO or within the meaning of Part 3 of the Corrupt Practices Act 1977.
- 10.9 For the purposes of clause 10.8, the meaning of "reasonable prevention procedure" shall be determined in accordance with the guidance issued under section 47 of the Foreign Corrupt Practices Act 1977.
- 11. Liability and insurance**
- 11.1 Notwithstanding any provision to the contrary, neither party shall limit or exclude its liability in respect of the following:
- (a) death or personal injury caused by their negligence death or personal injury caused by their
- (b) as well as intentionally or grossly caused damage;
- (c) fraud or fraudulent misrepresentation or
- (d) legal or other liability not cannot be limited under excluded under applicable law.
- 11.2 C&W shall not be liable for indirect or consequential C&W shall not be liable for indirect or consequential damages, even if foreseeable at the time of engagement; indirect or lost profits or losses from operating activities in general; loss of motivation, loss of reputation or loss of business opportunities; loss or alienation of data, or loss of information of the Customer's data sent to C&W for processing, purely economic losses resulting from the loss of data to the Customer or third parties attributable to the Customer's business, the loss of which is due to tortious liability or negligence. omissions of third parties, unless these were commissioned directly by C&W,
- or delays in the area of legal and compliance requirements for C&W (e.g. in the area of AML checks). the parties agree that these damages are waived irrespective of their nature and scope.
- 11.3 C&W's entire liability arising under or in connection any Order or any breach or failure to perform any Order, regardless of its degree of materiality, shall in all circumstances, unless otherwise individually agreed, be limited to the lesser of the following amounts:
- (a) five (5) times the amount of the fees or the fees payable to C&W in respect the Order; or
- (b) EUR two million.
- 11.4 Subject to Clauses 11.2 and 11.3, where C&W is engaged under an Assignment as part of a project team, its liability for loss and/or damage arising under or in connection with the Assignment shall be limited to such proportion of the Client's loss and/or damage as C&W reasonably bear having regard to its share of responsibility for such loss and/or damage (a) all other consultants and contractors to the Client shall be deemed to have entered into contractual arrangements with the Client in respect of the provision of their services in connection the Project on terms and conditions terms which are consistent with the terms of the Order;
- (b) exclusions or limitations of liability limitations exist, or provisions on joint and several liability between the customer and any other referred to above exist; and
- (c) is deemed to have paid to the customer such a share that is just and equitable according to the responsibility would be just and equitable would be.
- 11.5 No action or proceeding in connection with a signed order may be brought three (3) years after the last invoice relating to the order.
- 11.6 C&W shall maintain and keep in force liability insurance with sufficient coverage for the term of the Order and for a period of six (6) years after the issuance of C&W's last invoice, provided that such insurance remains available at commercially reasonable rates
- 11.7 In relation to clause 1.2, C&W is not appointed or required to act as an External Valuer for the purposes the Alternative Investment Fund Managers Directive

- ("AIFMD") legislation or its equivalent under local law. C&W expressly disclaims any responsibility under the AIFMD and/or its equivalent unless otherwise expressly in writing by C&W. To the extent that C&W provides valuation services that fall within the scope of the AIFMD ("Fund"), the scope of the valuation is limited solely to the provision of real estate assets by the Fund. The responsibility for the valuation function of the Fund and the determination of the Net Asset Value (NAV) of the Fund remains with third parties. C&W's valuation is addressed to the Fund for internal purposes. Third parties may not rely on the valuation result. C&W's total liability such engagement is limited in accordance with these Terms and Conditions.
- 11.8 C&W is not responsible for the public safety of any property as the subject of a Contract and has no other responsibility (such as maintenance or repairs) in relation thereto. C&W shall not be liable for any such damage caused to such property
- 12. Termination**
- 12.1 Either party may terminate the contract for cause with at least thirty (30) days' notice.
- 12.2 Either party may terminate the contract by giving the other reasonable notice:
- (a) is responsible for a material breach of the contractual relationship and this is irreparable; or such material breach cannot be cured or is not cured within thirty (30) days of delivery of a deadline set in this respect for remedial action remedy, or if a similar breach subsequently occurs. breach within the next thirty (30) days occurs, or
 - (b) the business operations are discontinued or its cessation is imminent, or, if there is reason to over-indebtedness exists, a receiver receiver, administrative receiver or other administrator for all or administrator for all or some assets is appointed, or a corresponding order or resolution has been issued in accordance with the InsO, or a similar or equivalent situation exists in another legal system exists.
- 12.3 C&W may terminate the Order with immediate effect by written notice and suspend the provision of the Services if the Customer has not paid an invoice within thirty (30) days of the date of such invoice:
- (b) the Customer has, in C&W's reasonable opinion, committed or is about to commit any act or omission which would or might damage C&W's reputation;
 - (c) the Client violates or causes C&W to violate any applicable anti-bribery laws and regulations or sanctions and AML laws in connection with the performance of this Order;
 - (d) C&W believes in good faith that the Client has acted in a manner that could expose C&W to liability under applicable anti-bribery, sanctions and trade control or AML laws; or
 - (e) the Client or any of its direct or indirect shareholders becomes a Restricted Person.
- 12.4 The customer shall pay C&W upon termination of the order:
- (a) the fees for the services provided by has provided (or the pro rata fee that according to the status of performance taking into account the expected duration of the entire contract the expected duration of the entire contract and the services rendered prior to termination unless otherwise otherwise); and
 - (b) all properly incurred costs in accordance with clause 3.4 and marketing costs incurred in accordance with clause 3.5 on or before the Effective Date of Termination; and
 - (c) insofar as the right is exercised by the customer is exercised, all additional amounts additionally order letter payable upon termination.
 - (d) all outstanding interest calculated in accordance with clause 3.6 shall be calculated.
- 12.5 If a party exercises a right of termination in good faith, its failure or refusal to perform all or any of its future obligations in connection with an Order shall not be deemed a breach of an Order.
- 13. Intellectual**
- 13.1 All right, title and interest in and to the Service Materials shall remain with C&W and/or its licensors and shall pass to Customer upon creation. C&W hereby assigns to the Customer a non-exclusive, non-transferable, non-sublicensable license to use the Service Materials, together with the right to sue to the extent necessary and claim damages or other compensation in respect of breach of the purpose of receiving the Services. C&W shall not be liable for the use of the Service Material by third parties. With respect to future copyrights, this shall be deemed a present assignment of future rights for a purpose other than that originally intended.
- 13.2 The Customer and/or its licensors retain all right, title and interest in the Customer Materials and the Customer grants C&W a worldwide, fully paid-up, royalty-free, non-exclusive, transferable (to a member of the C&W Group) license to use, reproduce and modify the Customer Materials and Service Materials as necessary to provide the Services to the Customer and to perform its other obligations in connection with an Order.
- 13.3 C&W and its licensors retain all right, title and interest in and to the C&W Materials. The Customer and its licensors retain all right, title and interest in and to the Customer Materials.
- 14. Non-solicitation clause**
- 14.1 Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit (or attempt to solicit) any employee or contractor working on an assignment from employment by the other party, and shall not offer employment to any employee working on an assignment for a period of (6) six months after the end of such person's involvement in an assignment. The foregoing shall not apply to the extent that either party offers employment to employee or contractor of the other who responds to a job advertisement.
- 14.2 However, if either party is in breach of clause 14.1, the other party shall be entitled to claim compensation of six (6) months' salary or fees of the employee or contractor concerned. The parties agree this is a genuine estimate, taking into account the costs of recruitment and training of personnel, and is deemed to be agreed on a commercial basis between the parties.
- 15. Messages**
- 15.1 All notices or information required to be given by one party to the other under the terms of this Agreement (each a Notice) shall be given as set out below
- (a) by delivery by hand; or
 - (b) Sending by registered mail/return receipt requested; or
 - (c) by sending it by to the address of the other party as filed in the

as deposited in the order.

- 15.2 Any notice delivered by hand shall be deemed to have been delivered at the time of actual delivery.
- 15.3 Any notice sent in the manner provided in Section 15.1 (b) which is not returned to the sender as undeliverable shall be deemed to have been delivered on the third day after it was sent. Proof that the notice was properly addressed, stamped, registered and posted and not returned to the sender shall be sufficient evidence that the notice was properly delivered.
- 15.4 The address for service of either party for the purposes of clause 15.1 (but excluding legal proceedings) shall be that of its registered office or principal place of business or such other address as it shall have last notified in writing to the other party.
- 15.5 When a message is sent in a manner provided for in 15.1 (c)
- 15.5.1 Should the communication be sent as a PDF attachment to the email rather than in the body of the email, with the subject of the email making it clear that the email contains a communication relating to the order.
- 15.5.2 C&W's relevant email address for this purpose shall be (i) the last email address notified in writing to the other party for this purpose and (ii) emea.contracts@cushwake.com.
- 15.5.3 Any notice sent in the manner described in clause 15.1(c) shall, so long as the sender can prove dispatch and does not receive notice that it has not been sent, be deemed to have been delivered on the day of dispatch unless it was not sent on a Business Day, in which case it shall be deemed to have been delivered on the next following Business Day.
- 16. No waiver, partnership or joint venture**
- 16.1 No waiver of any right under a Contract (including the right to sue for breach of contract) shall be effective unless made in writing by an authorized representative of the party concerned. Failure to insist on performance of the terms and conditions of the Contract, or to immediately enforce any delay or other indulgence granted by one party to the other, shall not be deemed a waiver of the same, or an acceptance of any variation or a waiver of any right under the Contract, which shall remain in full force and effect.
- 16.2 Any right or remedy of a Party shall be without prejudice to any other right or remedy of that Party.
- 16.3 The Order shall not be construed to create a corporate merger, joint venture or partnership between the parties or to impose any partnership obligation or liability on either party.
- 17. Force majeure and remedies**
- 17.1 If either party is prevented from performing its obligations in connection with an Order due to circumstances reasonably beyond its control (including, without limitation, a reasonable business response or supply disruption related to a public health crisis, including, but not limited to, epidemics and pandemics, and, whether or not a strict governmental requirement is met, whether or not a stringent governmental requirement is met) and the party is or becomes prevented from performing its obligations in connection with an Order, then such party ("**Claiming Party**") shall, as soon as practicable, provide the other party with a written statement specifying the nature and extent of the circumstances preventing it performing its obligations.
- 17.2 Provided that the Claimant delivers the statement referred to in clause 17.1, the Claimant shall not be liable in respect of any delay in performance or failure to perform any such obligation (other than an obligation to

pay which shall remain in full force and effect) and the time for performance shall be extended accordingly to the extent that such performance or failure is to any of the foregoing circumstances.

17.3 If the delay or non-performance continues for 30 days, the parties shall negotiate in good faith for 15 days on the further course of action and the necessary changes to the order. If no agreement is reached within 15 days, the other party may terminate the contract by giving 30 days' written notice to the complaining party.

17.4 If the Order is terminated in accordance with this clause 17, C&W shall be entitled to payment for the work performed by C&W up to the date of termination of the Order.

17.5 The Client agrees that C&W shall be released from the non-performance or delayed performance of any affected obligation in connection with the Order to the extent that such non-performance is due to force majeure

18. Illegality/separation

If any provision is illegal, invalid or unenforceable by court or competent authority of competent jurisdiction, or if any law is enacted which renders any provision illegal, invalid or unenforceable, affects or impairs it, it shall not affect the legality, validity or enforceability of any other provision relating to an Order, nor the legality, validity or enforceability of any such provision

19. Assignment and novation

19.1 Neither party may at any time, without the prior written consent of the other party (which consent shall not be arbitrarily withheld or delayed), assign all or any of its rights and/or obligations in connection with an Order. Notwithstanding the preceding sentence, C&W may assign or novate all or any of its rights and/or obligations in connection with an Order to another member of the C&W Group without obtaining the Customer's prior written consent.

19.2 Each order shall inure to the benefit of and be binding upon successors and permitted assigns of the parties.

20. Additional insurance

Upon signing the Order, each of the parties shall, upon request, at its own expense, ensure or use reasonable efforts to ensure that all necessary parties are able to perform all acts that may be required to full effect to the terms of the Order, including the signing and delivery of all deeds and documents.

21. Applicable law and dispute resolution

21.1 Any Order and any dispute or claim arising out of or in connection with an Order (including 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 German courts for all purposes in connection with an Order and any related dispute or claim.

21.2 Clause 21.1 does not prevent a party from applying to the court for interim relief.

21.3 Any Order and any dispute or claim arising out of or in connection with the Order or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with German law. Nothing in this clause shall limit C&W's right to bring proceedings against the Customer in its country of residence, nor shall the bringing of proceedings in one or more jurisdictions preclude C&W from bringing proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

22. Third party rights

- 22.1 To the extent that any member of the C&W Group suffers or incurs any loss, damage or expense, the parties agree that such loss, damage or expense shall be deemed to be the loss, damage or expense of C&W and that such loss shall be fully reimbursed by the Customer as if the loss, damage or expense been incurred by the undersigned C&W Company directly.
- 22.2 Provided that clauses 3.1 and 22.1 are valid and remain in full force and effect, no clause providing for the obligation in favor of a third party exists and the parties agree that no clause of the obligation shall be enforceable by any third party other than the C&W Group. If clause 22.1 is or becomes illegal, invalid or unenforceable for any reason, then the rights under each Obligation shall be enforceable by any member of the C&W Group.
- 23. Complete agreement**
- 23.1 The Order constitutes the entire agreement and understanding between the parties with respect to the transaction contemplated by or in connection with it and all other agreements made with respect to an Order, and supersedes all other agreements or understandings (whether written or oral) between the parties
- 23.2 Each of the parties acknowledges and agrees that it is not relying on any promise, assurance, statement, warranty, agreement or representation made by any other party or person unless otherwise set in writing in the Order.
- 24. Other conditions**
- 24.1 Each party warrants that it has the authority to enter into an Order and that it has obtained all necessary consents, approvals and authorizations to do so.
- 24.2 The Customer agrees that C&W shall be entitled to rely on any statement made by any employee or other

- representative of the Customer including any person acting as if he the authority to make such statements.
- 24.3 If the customer of two or more persons, they shall be individually and jointly and severally liable in relation to the order.
- 24.4 Clauses 1.1, 2, 3, 4.2, 4.3, 6, 8, 9.3, 10, 11, 12.4, 13 to 16 (inclusive), 18 and 20 to 24 (inclusive) of these Terms and Conditions shall survive termination of the order.
- 24.5 The Customer acknowledges that the Order is between the Customer and C&W and that the Customer has no right to a claim directly against any member (partner), director, employee, agent or contractor of C&W or any member of the C&W Group or any its affiliates.
- 24.6 In accordance with Directive 2006/123/EC on services in the internal market (BGBl I.S. 2568 of 17.12.2008) C&W is obliged to make certain information available to customers, which can be [found here](#).
- 24.7 Details of the measures C&W has taken to that slavery and human trafficking does not take place in its supply chains or in any part of its business [can be found here](#).

Terms and conditions of Cushman & Wakefield
Germany Feb.2025)