

SERVICES AGREEMENT

DATE: 16th December 2021

PARTIES	C&W:	Cushman & Wakefield Facilities Management Trading Sucursal en Espa
	C&W's address:	Jose Ortega y Gasset 29 6th Floor Edificio Beatriz 28006 Madrid, Madrid
	C&W's representative:	Name: Daniel Wloczewski Title: IFM Account Director Email: Daniel.wloczewski@cushwake.com Telephone: +48 722 202 021 Postal Address: The Warsaw HUB, Rondo Daszyńskiego 2B, 00-843 Warsaw
	Supplier:	SERESMA S.L
	Supplier's address:	CALLE PABLO CASALS 10B BAJO C PARLA MADRID
	Supplier's representative:	Name: JESUS MARTIN Title: GENERAL DIRECTOR Email: jesusmartin@seresma.com Telephone: +34 916 985 864 Postal Address: CALLE PABLO CASALS 10B BAJO C PARLA 28981, MADRID
AGREEMENT DETAILS	Client:	MetLife Spain
	Services Start Date:	03-01-2022
	Term / Length of Agreement:	3 YEARS
	Services:	Cleaning Services, as further detailed in Schedule 1.
	Payment Terms:	45 days from receipt of the correct supplier invoice.
	Liability Cap:	1,000,000 EUR
	Insurance Requirements:	Public Liability 1,000,000 EUR  Seresma Responsabilidad civ

		
Signed for and on behalf of C&W		Name: SERESMA Position: C/Pablo Casals, 10 B - Bajo C Date: 28981 PARLA - Madrid www.seresma.com
Signed for and on behalf of Supplier		Name: <u>JESUS MARTIN LOPEZ</u> Position: <u>DELEGADO</u> Date: <u>15/03/2022</u>

Background

C&W (or a member of its Group) has been appointed by the Client (or a member of its Group) to provide facilities management services to premises occupied by the Client pursuant to the Client Agreement. C&W is sub-contracting to the Supplier certain of the services to be provided for the benefit of the Client.

Agreed Terms

1. Definitions

Charges: the charges payable by the C&W for the supply of the Services by the Supplier, as set out in Schedule 2.

Agreement: this agreement between C&W and the Supplier for the supply of the Services in accordance with the Agreement Details, these Agreed Terms, the Mandatory Policies and the Schedules.

C&W Materials: all documents, information, items and materials in any form, and all IPRs vesting therein (whether owned by C&W, the Client or a third party licensor), which are provided by C&W or the Client to the Supplier in connection with the Services.

Client Agreement: any agreements in place between C&W and the Client (including any master services agreement or similar agreements in place between members of C&W's and the Client's respective Groups).

Data Protection Laws: all applicable laws, regulations and codes from time to time in force including the national law on the processing of personal data, including under EU Directive 95/46/EC or the EU General Data Protection Regulation 2016/679 relevant to the Services;

Deliverables: all documents, products and materials developed by or on behalf of the Supplier as part of or in relation to the Services in any form, including data, reports and specifications.

Group: in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary from time to time of a holding company of that company.

Intellectual Property Rights / IPRs: patents, trademarks, design rights, applications for any of the foregoing, copyright, database rights, trade or business names, domain names, website addresses, whether registrable or otherwise, (including applications for and the right to apply for registration of any such rights), know how, methodologies, and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions.

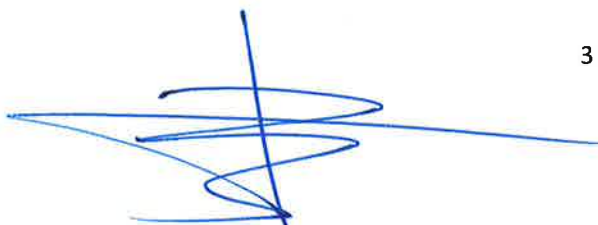
Mandatory Policies: The C&W policies and Client-required sub-contracting terms (if any) set out in Schedule 3.

Services: the services, including any Deliverables, to be provided by the Supplier pursuant to the Agreement, as described in Schedule 1.

2. Supply of services

2.1 The Supplier will supply the Services to C&W for the benefit of the Client from the Services Start Date in accordance with the Agreement.

2.2 In supplying the Services, the Supplier will:



- (a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (b) co-operate with C&W and the Client in all matters relating to the Services, and comply with all instructions of C&W;
- (c) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- (d) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Agreement;
- (e) ensure that the Services conform in all respects with the service description set out in Schedule 1;
- (f) provide all equipment, tools, vehicles and other items required to provide the Services;
- (g) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of high quality and are free from defects in workmanship, installation and design;
- (h) comply with:
 - (i) all applicable laws, statutes, regulations from time to time in force; and
 - (ii) the Mandatory Policies;
- (i) observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Client's premises;
- (j) hold all C&W Materials in safe custody at its own risk, maintain the C&W Materials in good condition until returned to C&W, and not dispose of or use the C&W Materials other than in accordance with C&W's written instructions or authorisation; and
- (k) not do or omit to do anything which may cause the C&W to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

3. C&W's obligations

3.1 C&W will provide (or use reasonable endeavours to ensure that the Client provides):

- (a) access to the Client's premises and such other facilities as may reasonably be requested by the Supplier and agreed with the C&W in writing in advance, for the purposes of providing the Services; and
- (b) necessary information (without warranty as to completeness or accuracy) for the provision of the Services as the Supplier may reasonably request.

3.2 A failure by C&W to comply with the terms of the Agreement can only relieve the Supplier from complying with its obligations under the Agreement with effect from the date on which the Supplier notifies C&W in writing and in reasonable detail of C&W's failure and its effect or anticipated effect on the Services.

4. Title to Deliverables

Title to any Deliverables that are goods or in any physical media on which Deliverables are stored and title to any goods or materials transferred to the C&W as part of the Services will pass to C&W or the Client on the earlier of their delivery or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the C&W free from all liens, charges and encumbrances.

5. Data protection

The parties will comply with their data protection obligations as set out in **Error! Reference source not found..**

6. Intellectual property

6.1 The Supplier will retain ownership of all Supplier IPRs. C&W will retain ownership of all IPRs in the C&W Materials. The Client will retain ownership of all IPRs of the Client.

6.2 The Supplier grants to C&W a worldwide, fully paid-up, non-exclusive, transferable (to a member of the C&W Group, the Client and any other party required under the Client Agreement) licence to use, copy and modify the Supplier Materials to the extent necessary and for the purpose of providing services to the Client under or in connection with the Client Agreement.

6.3 C&W grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the C&W Materials for the term of the Agreement solely for the purpose of providing the Services to C&W in accordance with the Agreement.

6.4 The Supplier will indemnify C&W and the Client against all liabilities, costs, expenses, damages and losses suffered or incurred by C&W and the Client arising out of or in connection with any claim for actual or alleged infringement of a third party's IPRs arising out of, or in connection with, the receipt, use or onward supply of the Services. This clause will survive termination of the Agreement.

7. Charges and payment

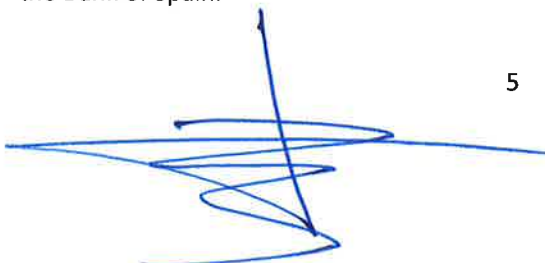
7.1 In consideration for the provision of the Services, C&W will pay the Supplier the Charges in accordance with this clause 7.

7.2 All amounts payable by C&W exclude value added tax (VAT), which C&W will pay at the prevailing rate subject to receipt of a valid VAT invoice.

7.3 The Supplier must submit invoices for the Charges to C&W at the intervals specified in Schedule 2. Each invoice must be in the form specified by C&W and include all supporting information required by the C&W.

7.4 C&W will pay each invoice which is properly due and submitted to it by the Supplier, within the Payment Terms set out in the Agreement Details.

7.5 If any payment due from C&W to the Supplier is not made in accordance with Clause **Error! Reference source not found.**, then the Supplier may charge interest at 2% above the base rate of the Bank of Spain.



- 7.6 Without prejudice to any of its other rights, C&W may at any time set off any liability of the Supplier to C&W against any liability of C&W to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises in connection with this Agreement or otherwise.

8. Limitation of liability

- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in the Agreement limits either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any other matter in respect of which liability cannot by applicable law be limited; or (d) any indemnities under the Agreement.
- 8.3 Subject to **Error! Bookmark not defined.8.2:**
- (a) the Supplier's total liability to C&W will not exceed the Liability Cap or four times the annual value of the Charges, whichever amount is greater.
 - (b) the C&W's total liability to the Supplier will be limited to payment of the Charges.
- 8.4 Subject to **Error! Bookmark not defined.8.2**, neither party will be liable for any loss of profit, or any indirect or consequential loss or damage.

9. Insurance

- 9.1 During the term of the Agreement and for a period of six years thereafter, the Supplier will maintain in force, with a reputable insurance company, the types and amounts of insurance referred to in the Insurance Requirements, together with any other insurances required to be maintained pursuant to applicable law in the jurisdiction in which the Services are provided or customary for providers of services of the sort provided by the Supplier in the jurisdiction in which it operates.
- 9.2 The Supplier must produce evidence of its insurance within ten days on written request from C&W.

10. Termination

- 10.1 C&W may at any time terminate the Agreement for convenience on 90 days' written notice. No compensation is payable to the Supplier in case of termination for convenience, unless specified in Schedule 2.
- 10.2 Without affecting any other right or remedy available to it, C&W may terminate the Agreement with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier ceases or threatens to cease carrying on all or part of its business, or the Supplier's financial position deteriorates to such an extent that in C&W's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy, or the Supplier enters any form of insolvency, liquidation or receivership (as applicable in the relevant jurisdiction);

- (b) the Supplier commits a breach of any of the Mandatory Policies; or
 - (c) the Client Agreement is terminated or expires.
- 10.3 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 10.4 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement will remain in full force and effect.
- 10.5 Termination or expiry of the Agreement will not affect any of the rights, remedies, obligations or liabilities of the parties (including for breach) that have accrued up to the date of termination or expiry.
- 10.6 On termination or expiry of the Agreement for whatever reason the Supplier will (a) immediately deliver to the C&W all Deliverables whether or not then complete, and return all C&W Materials; and (b) if requested by the C&W, provide all assistance reasonably required by the C&W to facilitate the smooth transition of the Services to any replacement supplier.
- 11. General**
- 11.1 **Force majeure.** Neither party will be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and the party relying on this clause has used reasonable efforts to overcome them, and has given written notice detailing (a) the relevant issues, (b) its efforts to overcome them, and (c) the expected resumption date of any affected Services. If the period of delay or non-performance continues for fourteen days, the party not affected may terminate the Agreement with immediate effect by written notice.
- 11.2 **No Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Agreement without the prior written consent of C&W. If C&W consents to any subcontracting by the Supplier, the Supplier will remain responsible for performance of this Agreement and for all acts and omissions of its subcontractors as if they were its own.
- 11.3 **Confidentiality.**
- (a) Except as permitted under clause 11.3(b), each party undertakes that it will not at any time during the Agreement, and for a period of five years after its termination or expiry, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs or of the Client or any member of its Group.
 - (b) Each party may disclose the other party's (or the Client's) confidential information:
 - (i) to its employees, representatives or subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the

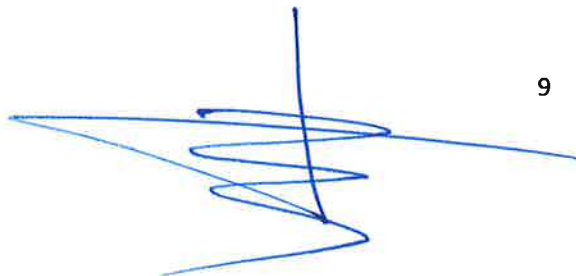
Agreement. Each party must ensure that any person to whom it discloses the other party's (or the Client's) confidential information complies with this clause 11 or non-disclosure obligation no less onerous than these; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, and then only to the extent so required, and provided the Supplier promptly notifies C&W in writing in advance of each such disclosure or, if advance notice is not legally permissible, as soon as reasonably possible thereafter.
 - (c) Neither party will use the other party's (or the Client's) confidential information for any purpose other than to perform its obligations under the Agreement.
- 11.4 **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements and understandings between them, whether written or oral, relating to its subject matter.
- 11.5 **Variation.** No variation of the Agreement is effective unless it is in writing and signed by the parties.
- 11.6 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy.
- 11.7 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.7 will not affect the validity and enforceability of the rest of the Agreement.
- 11.8 **Notices.** Any notice given to a party under or in connection with the Agreement must be in writing and be delivered by hand or by next day recorded post or courier service at its address stated in the Agreement. Notices will be deemed to have been received at the time of being left in the case of hand delivery, and by 9am on the second day after posting in case of other delivery.
- 11.9 **Third party rights.** The Client and all entities in the Client's Group are third party beneficiaries to the Agreement and may enforce any term of the Agreement in C&W's place. The parties may rescind or vary the Agreement without the consent of the Client or any other person.
- 11.10 **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by, and construed in accordance with, the law of Spain.
- 11.11 **Jurisdiction.** Each party irrevocably agrees that the courts of Spain will have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Schedule 1 Services

Cleaning staff duties

- Emptying bins
- Cleaning ashtrays at the entrance of the building
- Wet sweeping of floors (mopping)
- Carpet vacuuming
- Elevator cleaning
- Floor Scrubbing
- Cleaning of tables, utensils and workstations
- Cleaning and disinfection of telephones
- Cleaning and review of windows and offices
- Cleaning of interior and exterior windows
- Cleaning of PVD and office equipment
- Dusted furniture
- Cleaning shelves and other furniture
- Polishing of metallic elements
- Door cleaning
- Cleaning of decorative elements
- Cleaning of studs and baseboards
- Cleaning chairs
- Wall cleaning
- Cleaning and disinfection of bathrooms and toilets
- Sweeping and mopping floors
- Mirror cleaning
- Cleaning of other elements
- Tile cleaning
- Garage cleaning
- Carpet cleaning
- Take out the garbage that is collected from the containers destined for it in the urban road



Schedule 2 Charges

1. Charges for the services

SERESMA S.L will take charge of the staff that currently provides the service by subrogation according to Art. 24 of the Madrid building and premises agreement until the contract ceases and becomes the responsibility of a new awardee or if the client himself decides to do it with staff own.

SERESMA S.L					
Location	Nº	Category	Weekly hours	Timetable	Days of service
Madrid	1	Cleaning morning	15 hours	10:00 to 13:00	Monday to Friday
	1	Cleaning afternoon	15 hours	18:00 to 21:00	
	1	Cleaning afternoon	17,5 hours	17:30 to 21:00	
	1	Team responsible	17,5 hours	17:30 to 21:00	
	1	Specialist	15 hours	18:00 to 21:00	
Cleaning service monthly quote					
Location		Monday to Friday			
Madrid		5438,74€ without VAT monthly			

	Daily	Weekly	Total monthly price
Cleaning morning	3	15	5.438,74 €
Cleaning afternoon	10	50	
Cleaning specialist	3	15	
Total hours	16	80	

RESUMEN DE MEDIOS HUMANOS					
Centro delegación:	Nº	Categoría	Tiempo Semanal	Horario aprox.	Días de Servicio
MADRID	1	Limpiadora	15 horas	10.00 – 13.00	L - V
	1	Limpiadora	17,5 horas	17.30 – 21.00	
	1	Limpiadora	15 horas	18.00 – 21.00	
	1	Responsable de Equipo	17.5 horas	17.30 – 21.00	
	1	Cristalero	15 horas	18.00 – 21.00	
Cotización mensual - servicios de limpieza					
Delegación			L - V		
Madrid			5.438,74 €		

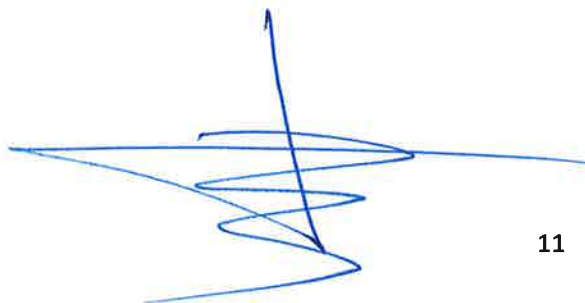
2. Invoicing arrangements

The supplier will submit a single invoice immediately following the end of month in arrears, the invoices should be submitted as instructed on the Purchase Order

All invoices must quote the relevant Purchase Order Number. Invoices that are submitted without a reference to a relevant Purchase Order will be rejected

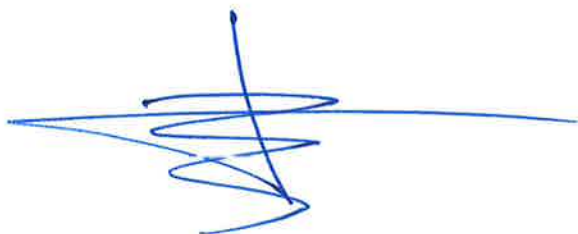
An electronic copy of the invoice should be submitted to metlife.finance@cushwake.com

There is no requirement for a physical copy of an invoice to be sent




Schedule 3 Mandatory Policies

	Policy Name	Date	Attachment
1	Global Health and Safety Policy	July 2019	 Global Health and Safety Policy.pdf
2	Global Environmental Policy	July 2018	 Global Environment Policy.pdf
3	Global Procurement Policy	Sept 2018	 Global Procurement Policy.pdf
4	Global Vendor Supplier Integrity Policy	Jan 2019	 Global Vendor Supplier Integrity Pc
5	Global Economic Sanctions Policy	Jan 2019	 Global Economic Sanctions Policy.pdf
6	Global Anti-Bribery Corruption Policy	Jan 2019	 Global Anti-Bribery Corruption Policy.pc
7	Global Due Diligence Policy	Jan 2019	 Global Due Diligence Policy.pdf
8	Global Code of Business Conduct	Jan 2019	 Global Code of Business Conduct.p




Schedule 4 Data Protection

1. The definitions in the Data Protection Laws apply to this Schedule 4, which will be interpreted in accordance with the Data Protection Laws.
2. In the course of processing personal data on behalf of C&W (and the Client), C&W appoints the Supplier as a data sub-processor in respect of which the Client is data controller.
3. The Supplier will:
 - 3.1. process the personal data only on documented instructions from C&W, unless required to do so by law (in which case Supplier will inform C&W of that legal requirement before processing, unless prohibited by law from doing so);
 - 3.2. ensure that persons authorised to process the personal data are under a legal duty of confidentiality;
 - 3.3. implement appropriate technical and organisational measures to ensure an appropriate level of security, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of the personal data;
 - 3.4. not appoint a processor for carrying out specific processing activities on behalf of C&W without C&W's written consent, and where consent is given, Supplier will:
 - 3.4.1. impose the same data protection obligations as set out in this Schedule 4 in a written contract or other legal act with the processor; and
 - 3.4.2. where it has a general consent to appoint a processor, notify C&W of any proposed concerning the addition or replacement of other processors, thereby giving C&W the opportunity to object to such changes.
 - 3.5. assist C&W by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of C&W's obligation to respond to requests for exercising the data subject's rights to notice, access, rectification, erasure, restriction of processing, portability, objection, or avoid profiling;
 - 3.6. notify C&W without undue delay (and in any event within 24 hours and provide reasonable and timely assistance to C&W and the Client to enable the Client to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Laws; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator, or other third party in connection with the personal data;
 - 3.7. assist C&W in ensuring compliance with an obligation to:
 - 3.7.1. notify a personal data breach to a relevant supervisory authority or to data subjects by notifying C&W without undue delay, providing reasonable information and cooperation on becoming aware of such a breach of data security which would be notifiable under Applicable Data Protection Laws; or
 - 3.7.2. carry out a data protection impact assessment of processing likely to result in a high risk to the rights and freedoms of natural persons;
 - 3.8. at C&W's choice, delete or return all the personal data to C&W and the Client after the end of the provision of services relating to processing, and delete existing copies unless required by law;
 - 3.9. make available to C&W all information necessary to demonstrate compliance with the obligations laid down in this clause 14 and allow for and contribute to audits conducted by C&W (or its appointed auditor);
 - 3.10. immediately inform C&W, when responding to audits or requests for information, if, in Supplier's opinion, an instruction infringes Data Protection Laws; and
 - 3.11. not transfer personal data to outside the European Economic Area (or the UK for personal data situated there) without C&W's prior written consent and taking such measures as are necessary to ensure the transfer is in compliance with applicable data protection law (such as ascertaining that the recipient benefits from a finding of adequacy of protection for personal data transferred from the European Economic Area or has otherwise agreed any standard contractual clauses currently recognised by the European Union on data processing in countries outside the European Economic Area.