

**SERVICE ADDENDUM
TO
PURCHASE ORDER
FOR WORK ON HUMANA ACCOUNT**

This is a Service Addendum to the Purchase Order (referred to herein as "Agreement") between Contractor as identified in the Purchase Order and Cushman & Wakefield U.S., Inc. ("C&W") and is effective as of the date on the Agreement. All capitalized terms used in this Service Addendum and not otherwise defined herein have the meanings set forth in the Agreement. All references to Sections, Exhibits, Attachments, Service Addenda and any other documents refer to those respective portions of the Agreement unless otherwise specified in this Service Addendum. C&W and Contractor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

1. FLOW-DOWN OBLIGATIONS

In addition to Contractor's obligations under the Agreement, Contractor shall comply with the following obligations as required by Humana.

1.1 Personnel.

- (a) In the event of any removal or transfer of Contractor Personnel at C&W's request, Contractor shall use reasonable efforts to provide a qualified replacement. In such circumstances of removal, no fees or expenses shall be incurred by C&W for these Contractor Personnel as of the date and time of requested removal.
- (b) C&W may require that Contractor submit authorized time sheets to C&W showing the number of hours worked by Contractor Personnel on projects.
- (c) C&W shall not pay for travel, living, or out of pocket expenses associated with any Contractor Personnel, officer, agent or subcontractor unless the applicable Schedule specifically provides that direct expenses will be billed separately.
- (d) C&W shall not reimburse Contractor for normal commutation expenses or for travel and living expenses incurred by Contractor Personnel in performing Services for C&W at a C&W facility located in the same metropolitan area as that Contractor's location or locations for conducting business. Contractor shall bear the full cost of entertainment by or on behalf of Contractor. Expenses that C&W shall not reimburse include, but are not limited to, Contractor travel time, personal entertainment or travel, Contractor personal items, valet and laundry service, office supplies and equipment, commercial secretarial services, commercial telephone and fax services, breakfast/morning meal in excess of \$10 per day, lunch/mid-day meal in excess of \$15 per day, evening meal in excess of \$35 per day and any unauthorized expense.

1.2 Confidential Information.

- (a) During the term of this Agreement and surviving its expiration or termination, Contractor will regard and preserve as trade secrets, proprietary and confidential all past, present and future business activities and all information related to the business of C&W, its parent company and its subsidiaries and affiliated companies and its or their clients, members and/or enrollees, that may be obtained from any source, whether written or oral, as well as all information on C&W's mainframe, networks, LANs and workstations and all software, middleware, firmware, groupware and licensed internal code whether owned or licensed currently or in the future accessed by Contractor Personnel by any direct or remote access method and also including, but not limited to, any information relating to the pricing, software or technical information, hardware, methods, processes, financial data, lists, apparatus, statistics, program, research, development or related information of C&W, its subsidiaries or affiliated companies or its clients, patients, members and/or enrollees concerning past, present or future business activities of said entities, and/or the results of the provision of

Services performed by Contractor Personnel under this Agreement (collectively "Confidential Information"). Contractor shall limit Contractor Personnel use and access to any C&W Confidential Information to that use and access necessary for Contractor to meet its obligations under the Agreement. Contractor Personnel shall not communicate or otherwise utilize any Confidential Information, including the social security number, of any C&W client, member, beneficiary, subscriber or enrollee for purposes other than meeting internal administrative business needs as restricted by state rules, laws, and regulations or as required by C&W. Contractor Personnel shall not utilize the Social Security Number of any client, member, beneficiary, subscriber or enrollee on any external communication to that client, member, beneficiary, subscriber or enrollee.

- (b) Upon the written request of C&W, Contractor shall deliver to C&W all items, including, but not limited to, data, drawings, descriptions, test data or other papers or documents, which may contain any C&W Confidential Information, as well as any copies thereof, that Contractor Personnel have in their possession.
- (c) Confidential Information does not include information that: (i) has been previously published or is now or becomes public knowledge through no fault of the other Party; (ii) can be established by documentary evidence to have been in the lawful possession of the other Party at the time of disclosure; (iii) can be established by documentary evidence to have been made available to the other Party, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information; (iv) can be established by documentary evidence to have been independently developed by the other Party; (v) constitutes know how which in ordinary course becomes indistinguishable from the know-how of the other Party; or (vi) is in response to a valid order by a court of competent jurisdiction or otherwise required by law.
- (d) The Parties acknowledge and agree that Contractor shall not process, receive or store Protected Health Information, as defined at as defined by 45 C.F.R. 160.103 ("PHI"). This notwithstanding, Contractor may be incidentally exposed to PHI during its Services provided on certain of C&W's premises and may transport and store packaged documents that could include PHI. Contractor shall promptly notify C&W in the event that any packages or boxes which may contain PHI are lost, misplaced or unsealed. Contractor shall reasonably cooperate with C&W's requests to identify and, to the extent required under the Statement of Work, reasonably remediate damages and liabilities and facilitate C&W's implementation of any processes or procedures associated with such exposure or loss.
- (e) Neither Contractor nor C&W shall use the name of the other in any advertising or publicity releases without securing the prior written approval of the other Party. Contractor shall make no use or reference to the name of any C&W associate, the C&W name, or the C&W logo in any advertising, marketing or other material in any way unless prior written permission is received by Contractor from C&W for each such use or reference.
- (f) Contractor acknowledges and agrees that, in the event of any breach of this Section, C&W will be irreparably and immediately harmed and unable to be made whole by monetary damages. It is accordingly agreed that C&W, in addition to any other remedy to which it may be entitled at law or in equity, will be entitled, without notice or bond, to temporary restraining orders and permanent injunctions prohibiting disclosure of the Confidential Information by Contractor and any and all persons acting in concert with Contractor and/or to compel specific performance of this Agreement. Contractor agrees to indemnify C&W and its successors and permitted assigns, for all damages, costs, and expenses (including, without limitation, its reasonable attorney's fees) as a consequence of Contractor's unauthorized disclosure or use of any Confidential Information or in pursuit of any remedy therefor.

1.3 Additional Representations and Warranties.

- (a) Contractor represents and warrants that it and, to the best of its knowledge, Contractor Personnel performing Services under this Agreement have not: (i) been listed as debarred, excluded or otherwise ineligible for participation in federal health care programs or government contracts; (ii) been convicted of a felony; or (iii) been listed on the United States Department of the Treasury Office of Foreign Assets Control Specifically Designated Nationals List and/or the Federal Bureau of Investigation's list of terrorists. If at any time Contractor becomes aware of any violation of this warranty, Contractor agrees to so notify C&W immediately. In the event that Contractor itself becomes debarred or ineligible, or if any offending Contractor Personnel are not immediately removed from performing Services hereunder, then C&W may, in its sole discretion, immediately terminate the affected Schedule or this Agreement without further liability to Contractor.
- (b) None of C&W's licensed software or underlying technology may be downloaded, accessed by, or otherwise exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the denied parties list distributed by the U.S. Export Regulations Office. Contractor represents and warrants that neither Contractor nor Contractor Personnel are located in, under control of, or a national or resident of any of the countries to which the U.S. has embargoed goods; Contractor represents and warrants that no Contractor Personnel is on the denied parties list distributed by the U.S. Export Regulations Office.
- (c) Contractor represents and warrants that it shall require all Contractor Personnel, who were not personnel of any outgoing service provider of C&W, or existing Contractor Personnel, who are scheduled to perform Services under this Agreement for a period of thirty (30) days or more on C&W's premises to have passed a drug screening test and any other work specific screens as per C&W policies prior to engaging in the scheduled work on C&W's premises. All costs associated with the drug screening test and any other work specific screens required by C&W policies shall be paid for by Contractor and are not the responsibility of C&W.

1.4 Additional Right of Termination. Notwithstanding anything contained herein or in the Agreement to the contrary, in order to ensure Humana's compliance with its contract(s) with the Center for Medicare and Medicaid Services ("CMS"), C&W will monitor Contractor's performance under this Agreement on an ongoing basis and hereby retains the right to modify, suspend or revoke this Agreement in the event that C&W, Humana and/or CMS determines, in their sole discretion, that Contractor, or any Contractor Personnel, is not meeting or has failed to meet its obligations under the Agreement. In the event of C&W exercising its right to terminate under this **Section 1.4**, C&W shall provide Contractor with a thirty (30) day opportunity to cure, if a cure is reasonably possible. In the event of CMS exercising its right to revoke or to require the revocation of this Service Addendum, a cure period, if any, shall be at CMS' sole discretion.

1.5 Regulations, Data Security and Proprietary System Access

- (a) As applicable, simultaneously herewith, Contractor shall comply with the Information Security Agreement (the "ISA") available at <http://www.cushmanwakefield.com/en/resources>. For purposes of the ISA, all references to Vendor shall be deemed to be references to Contractor. For the avoidance of doubt, Contractor shall comply with all requirements and obligations of the Vendor in the ISA to the extent applicable to its Services hereunder.
- (b) Contractor Personnel assigned to perform Services at any Property will be instructed by Contractor to comply with Humana's physical and data security regulations applicable to the assigned location. Contractor Personnel, when deemed appropriate by C&W, will be issued visitor identification cards and Contractor Personnel, upon demand will surrender each such card to C&W, upon termination of the Service Addendum pursuant to which

Contractor Personnel are performing Services hereunder or upon termination of the Agreement.

- (c) Contractor shall coordinate all security activities relating to providing Contractor Personnel with access to C&W's and Humana's information systems through the designated security contact at the Property. Within twenty-four (24) hours, Contractor shall notify C&W when any of Contractor Personnel who have been granted access to C&W facilities, any Property, Confidential Information or other systems are terminated, transferred, begin a leave of absence, or no longer need access to the C&W Confidential Information.
- (d) Contractor understands and agrees that any access to C&W's or Humana's information technology systems and networks, if applicable, via modem, internet or any other method shall be restricted solely to access as approved and outlined by C&W. Contractor shall not access, without prior written authorization by C&W, any other C&W and Humana data or software, middleware or firmware from C&W's and Humana's other third party suppliers. Any such unauthorized use shall be considered a breach of the Agreement.
- (e) Unless specifically authorized in a governing Service Addendum, Contractor shall not replicate any C&W or Humana data or systems within Contractor systems or buildings.

1.6 Work Policy

- (a) Unless otherwise agreed to by the Parties, Contractor Personnel, while on the Property, shall observe the working hours, working rules and holiday schedules of Humana applicable to such Property.
- (b) As the employer, Contractor shall perform the employer responsibilities under all applicable country, federal, state and local government requirements. Contractor as the employer, is obligated or liable for any additional payment of taxes or premiums for workers' compensation, unemployment insurance, disability, social security or any other statutory requirements of any nature, whether mandated by international, country, federal, state, local or municipal law or regulation.
- (c) Unless otherwise specified in an individual Service Addendum, to the extent that any data must be corrected, recreated, restored or reprocessed due to any fault or negligence of Contractor or Contractor Personnel, or due to a breach by Contractor of any of its warranties under the Agreement, Contractor will be responsible for such corrections, recreations, restoration or reprocessing utilizing the last available backup for any such data, at no additional cost to C&W, and in such event Contractor shall reimburse C&W for any costs incurred by C&W in correcting, recreating, restoring or reprocessing such data utilizing the last available backup for any such data or in providing assistance therewith. The Parties agree in all instances to fully cooperate with one another to effectuate a prompt correction, recreation, restoration or reprocessing of any data utilizing the last available backup for any such data.

1.7 Audits

- (a) To the extent that Contractor assists C&W in initiating, processing, recording, hosting or accounting for transactions that may impact the financial statements of C&W or Humana, C&W or Humana, or either of its representatives, may from time to time upon reasonable notice of not less than fourteen (14) days inspect the facilities, systems (anything that processes, stores, passes, outputs or otherwise handles Humana data assets), processes, books and records of Contractor to assess the design and effectiveness of internal controls over those transactions. Contractor shall cooperate fully with such audit staff and shall promptly remedy any significant deficiencies in the design or effectiveness of internal controls that could potentially impact the financial statements of C&W or Humana.

- (b) At C&W's option, Contractor's failure to promptly remedy an identified deficiency may result in C&W's termination of the Agreement for cause. In event of such termination for cause, no termination fee shall apply. Nothing in this paragraph shall be interpreted to limit C&W's rights to pursue its remedies for breach if the aforementioned control weakness constitutes a breach of the Agreement.
- (c) Contractor must retain all contracts, books, documents, papers and other records involving transactions related to the Medicare Advantage and Prescription Drug Plans aspects of this Agreement, if any, for a period of not less than ten (10) years from the end of the contract period between C&W and Contractor or from the date of completion of any CMS audit, whichever is later.
- (d) If an audit reveals an overcharge of more than ten percent (10%) of audited charges or Contractor failure to comply with the terms of the Agreement, then Contractor must reimburse C&W for the cost of the audit as well as the overcharge itself.

1.8 Insurance.

- (a) Contractor must carry the insurance required by the Agreement during the Term and for three (3) years thereafter.
- (b) In addition to insurance requirements set forth in **the Agreement**, Contractor shall also obtain Professional Liability coverage with limits of \$10,000,000 in the aggregate. The policy extends to civil liability arising from cyber risks incurred in the course of any Professional Business activities carried on by or on behalf of the Insured, which shall be certified by Contractor upon request from C&W.
- (c) If any Contractor Personnel performing Services is a subcontractor, Contractor's insurance must cover such subcontractor or Contractor must provide evidence that subcontractors maintain the same types and level of insurance. Contractor must bear the risk of loss for or damage to Contractor property unless such loss or damage is due to the negligence of misconduct of C&W or its employees. Insurance amounts will not limit Contractor's liability under the contract.
- (d) Upon contract execution, and annually during the contract term, Contractor must provide certificates of insurance and applicable blanket endorsements including C&W and Humana as the additional insured on General Liability, and a Certificate Holder on all other lines of coverage. Any changes in insurance carriers shall include a retroactive date covering any losses from the contract effective date. The general liability, automobile, and workers compensation policies must contain an endorsement waiving any right of subrogation against C&W, Humana and each its respective Affiliates, as permitted by applicable state law.

1.9 Compliance with Laws. Contractor shall comply with, and shall ensure that all Contractor Personnel comply with, all applicable federal, state, and local laws and ordinances and all orders, rules, and regulations issued thereunder (including any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in this Agreement), including but not limited to requirements imposed by law, regulation or Executive Order upon prime contractors or subcontractors under contract with any governmental agency, including the Equal Opportunity Clause set forth in 41 CFR Chapter 60-1.4, the Affirmative Action Clause regarding Special Disabled Veterans and Veterans of the Vietnam Era set forth in 41 CFR Chapter 60-250.5(a), and the Affirmative Action Clause regarding Workers with Disabilities set forth in 41 CFR Chapter 60-741.5(a). Contractor shall abide by the requirements of 41 CFR 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Further included are any other provisions of contractual clauses required by the OFCCP as set forth in 41 CFR Chapter 60, Notice of Employee

Rights under Federal Labor Laws set forth at 29 CFR 471, Appendix A to Subpart A, and the Notification of Employee Rights Concerning Payment of Union Dues or Fees Clause set forth in 29 CFR Part 470, as well as any Executive Orders as now or hereafter issued, amended or codified, including without limitation, Executive Orders 11701 (employment of veterans), 11758, (employment of handicapped), 11625 (utilization of minority business enterprises), 11246 (equal employment opportunity), as amended by 11375, 13201 (rights concerning payment of union dues), as well as E.O. 13496, and these requirements are incorporated herein by reference. Contractor certifies in accordance with 41 CFR part 60 - 1.8 with respect to orders exceeding \$10,000 and not otherwise exempt from the Equal Opportunity Clause (E.O. 11246 as amended by E.O. 11375) that it does not and will not maintain segregated facilities or permit its employees to perform Services at any location under its control where segregated facilities are maintained, and that it will obtain similar certification before the award of any non-exempt contract.

1.10 Stale Invoices. C&W shall have no obligation to pay for Services if C&W receives invoices more than ninety (90) days after Contractor is required to submit such invoices or if accounts cannot be reconciled with ninety (90) days of receipt of the Services due to the fault of Contractor.

1.11 Taxes.

- (a) All costs, fees, charges and expenses stated herein are inclusive of all applicable employment-related, consumer, use and other similar taxes, levies, duties, fees, value added taxes and assessments that are legally enacted on or before the Service Addendum Effective Date, whether or not then in effect. Contractor may be required to provide a breakout of services, goods or other materials that may be qualified as tax exempt or subject to tax reductions. C&W reserves the right to modify this Agreement, as necessary, to receive the benefits of any available tax exemptions or reductions. Contractor shall separately itemize any tax, including without limitation any value added tax paid or payable by Contractor. Contractor shall track, accumulate and report to C&W any and all such taxes paid on behalf of C&W. Notwithstanding the foregoing, Contractor, not C&W, shall be responsible for any and all taxes on any and all income Contractor receives from C&W under this Agreement.
- (b) Contractor shall file, in a manner specified by C&W, with the Internal Revenue Service and provide to all subcontractors any Form 1099 or other report required by relevant sections of applicable law, including the Internal Revenue Code of 1986, as amended, or any successor provisions. Contractor shall withhold from payments to such subcontractors and remit promptly to the Internal Revenue Service, all amounts necessary to insure compliance with relevant sections of applicable law, including the Internal Revenue Code of 1986 as amended, or any successor provisions. Contractor shall provide copies of all such reports to C&W promptly after filing the same with the Internal Revenue Service or other Governmental Authority.

1.12 Content Of Invoices

- (a) Contractor shall submit all invoices in the form specified by C&W, including in electronic format. Each invoice shall contain information specified by C&W to satisfy C&W's internal accounting requirements, including, at a minimum, the following information as applicable:
- Agreement number;
 - Service Addendum or order number;
 - Description of those portions of the applicable Services completed;

- A detailed, line-item list of all reimbursable expenses, if any, incurred during the applicable invoice period, including invoices and evidence of payment for all such reimbursable expenses; and
- A statement asserting that all prices are inclusive of applicable taxes.

- 1.13 Invoice Details.** All amounts listed in an invoice shall specify the amounts actually incurred in the currency in which such amounts were incurred. C&W may require additional information for any amounts stated on an invoice, including evidence that all parties furnishing labor or materials to Contractor in connection with the performance of Contractor's obligations hereunder have been paid. Contractor shall respond to C&W's request for additional information in connection with an invoice promptly, but in no event any later than two (2) business days upon receipt of C&W's request, provided, however, if Contractor reasonably requires additional time to respond to C&W's request for information, Contractor may request C&W to agree to an extension of the above deadline.
- 1.14 Unscheduled Invoices.** C&W may request that Contractor submit at times other than those specified herein an invoice for portions of the fees that have not yet been invoiced but represent amounts payable for actual performance of Contractor's obligations hereunder. When C&W makes such a request, Contractor shall deliver to C&W a complete invoice reflecting such portions of the fees, if any, believed by Contractor to be payable. Contractor shall deliver such invoice by the deadline identified in C&W's request therefore and, if no deadline is specified in C&W's request, then no later than thirty (30) days following the date of C&W's request.
- 1.15 Security Interest.** To the extent of any progress payments made by C&W arising from or related to this Agreement, Contractor grants to C&W a security interest in all raw materials and components committed by or on behalf of C & W for use in connection with the Agreement, wherever located. Upon C&W's request, Contractor shall execute a written security agreement and financing statement that grants the foregoing security interest to C&W in form and content satisfactory to C&W.
- 1.16 Withholding Payment.** C&W may, in whole or in part, decline to approve any request for payment hereunder, withhold or offset against any payment or, due to subsequently discovered evidence or inspection, nullify any payment previously made to such extent as may be necessary, in C&W's opinion, to protect C&W from loss due to Contractor's failure to meet its obligations hereunder. The conditions or occurrences for which C&W may withhold or offset against any payment include without limitation the following: (a) invoices for excessive man-hours relative to the corresponding portion of Contractor's performance hereunder; (b) third party claims have been filed or reasonable evidence exists indicating the probable filing of such claims for which Contractor would be responsible pursuant to this Agreement; (c) Contractor has failed to properly make payments to Subcontractors, if any; or (d) C&W elects to provide insurance to Contractor pursuant to the terms of this Agreement, or any fines or judgments are assessed by the administrator of such insurance because of the failure of Contractor or its subcontractors to follow the insurance-related procedures set forth in this Agreement. If, through subsequently discovered evidence or subsequent observations, C&W becomes aware that it could have withheld approval and payment (but did not), C&W reserves the right to deduct the applicable amount from later invoices or obtain a credit from Contractor for the applicable amount. The provisions of this Section shall not lessen or diminish, but shall be in addition to, the right or duty of C&W to withhold payments under the provisions of applicable law respecting the withholding of sums due to Contractor.
- 1.17 Humana Policies and Procedures and Background Check Requirements.** Notwithstanding anything contained in the Agreement to the contrary, if applicable to the Services herein Contractor must comply with the following Humana policies and procedures and background check requirements: Humana Associate Work-Life Policies & Processes – Background Checks; Humana Associate Work-Life Policies & Processes – Drugs and Alcohol; and Humana Associate Work-Life Policies & Processes – Contingent Labor available at <http://www.cushmanwakefield.com/en/resources>.

2. MISCELLANEOUS

2.1 Entire Agreement. This Service Addendum, together with the Agreement as may have been previously amended, sets forth the entire agreement between the Parties, and there are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Service Addendum, which are not fully expressed herein. This Service Addendum may not be changed or terminated orally or in any manner other than as permitted by the Agreement or pursuant to a written agreement executed by both Parties. Except as modified in this Service Addendum, the Agreement remains unchanged.

2.2 Notice. All notices and correspondence required to be given to C&W or Contractor hereunder shall be addressed as set forth on the cover page to the attention of the person indicated, if any. Any and all notices required, or which either Party herein may desire to give to the other, shall be made in writing and shall be given by certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight courier, such as Federal Express, and shall be deemed to be given on the third business day following the date of posting in a United States Post Office or branch post office or one business day after delivery to the overnight courier. Notwithstanding the foregoing, C&W may provide a notice of termination via email at Contractor's email address set forth on the cover page, as it may be updated.