

Service Provider Terms

1. About us

- Company details. PROPRLI LTD (company number 11381611) (“we” and “us”) is a private limited company registered in England and Wales whose registered office is at 85 Great Portland Street, First Floor, London, England, W1W 7LT.
- Contacting us. To contact us either telephone our customer service team at 85 Great Portland Street, First Floor, W1W 7LT, or write to us by e-mail to legal@proppli.com. Information on how to give us formal notice of any matter under the Contract (defined below) is set out in clause 2.

2. Our contract with you

- Our contract. These service provider terms and conditions (“Service Provider Terms”) and Service Form apply to your use of our website <http://www.terminal.proppli.com> (“our site”) and the provision of services by you to the End-clients (“Contract”) in relation to real estate (the “Projects”). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- Our site. Our site is a platform for enabling connections between you as a service provider and End-clients for the provision of the Services. We do not take part in interactions between you and the End-clients nor we collect any payments from you or the End-clients. You hereby acknowledge and agree that we do not have control over the integrity, responsibility or any of the actions of the End-clients.
- Scope of the Services. These Service Provider Terms apply to you if you are a service provider using our site to engage with clients (the “End-clients”) for the purposes of using your skills to provide real estate services (the “Services”).
- Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- These Service Provider Terms and the Contract are made only in the English language.
- Your copy. You should print a copy of these Service Provider Terms or save them to your computer for future reference.
- Your contracts with End-clients. We will not be a party to any contract made between you and any End-client and therefore we shall not be liable for any loss or damage that results from any dealings between you and any End-client. For detailed information regarding our liability to you please see clause 13 of these Service Provider Terms.

3. Other terms that apply to you

- Our Website Terms of Use; and

- Our Privacy and Cookie Policy. Please visit our Privacy and Cookie Policy to learn how we may use personal information.

4. Our services

- We agree to make the site available to the following types of Service Provider users for the purpose of connecting you with End-clients to enable you to provide the Services.

USER TYPE	ACCOUNT NAME	AUTHORISED USER RIGHTS
Service Provider	Service Provider	Service Providers may: <ul style="list-style-type: none">• view and respond to a tender proposal; and• be added to project teams following each successful bid, pursuant to which their rights of access may be upgraded as may be requested by the Client.
Service Provider Plus	Service Provider Plus	Service Provider Plus <ul style="list-style-type: none">• may work on the projects on the Client's behalf to the extent permitted by the Client;• have limited access to the assets, projects and tenders; and• may be given an extended access to specific assets, projects and tenders, as may be necessary on a case by case basis.

- Descriptions and illustrations. Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- We reserve the right to temporarily discontinue or modify the Services or any part of our site where necessary in our sole discretion for the purposes of

making modifications to the design, specifications, network connectivity or method of operation of our site. You acknowledge that our site is subject to limitations, delays and other technical issues which are inherent in the use of third-party networks or communications facilities including the internet.

- Changes to specification. We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in advance of any such event.

5. Default

Any failure by you to provide the Services in accordance with the terms of the Contract can only relieve you from your obligations under the Contract with effect from the date when you notify us in writing and in reasonable detail of your failure, its effect and anticipated effect on the relevant Services.

6. Your services

- Services to be provided by you. You undertake to use your reasonable endeavours to:
 - communicate with each End-client regarding the Services;
 - communicate to us a fee proposal for the Services to be provided to each End-client in writing;
 - supply, at your own expense, us and the End-client with such information as we, or the End-client may require;
 - promptly notify us of any proposed changes to the relevant Services;
 - generally make yourself and your representatives available for the purpose of consultation and advice relating to the Services;
 - not do anything which may harm our or End-client's reputation;
 - promptly inform us in writing of any material problems which may preclude you from providing the Services; and
 - promptly provide us with the information necessary to enable us to provide our services to the End-clients.

7. Your obligations

- It is your responsibility to ensure that:
 - you co-operate with us in all matters relating to the Services and comply with our instructions;
 - provide the Services with the highest level of care, skill and diligence in accordance with best practice in your industry;
 - observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the End-client's premises from time to time and that have been communicated to you from time to time;
 - hold any End-client's materials, if any, at your own risk and maintain the End-client's materials in good condition until returned to the End-client;

- take care of any of the End-client's equipment, provided by the End-client, if any;
- you provide us with such information and materials we may reasonably require in order for you to supply the Services, and ensure that such information is complete and accurate in all material respects;
- you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- you, at your own expense, comply with all applicable laws, including health and safety laws.
- Time is of the essence in relation to any performance dates. If you fail to meet any the relevant deadlines, then (without prejudice to our right to terminate the Contract and any other rights we might have), we may:
 - suspend your user profile;
 - remove you from our database;
 - engage different service providers from our database for the provision of the relevant Services; and
 - hold you accountable for any loss and additional costs incurred.
- If our ability to perform our services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 1 ("Your Default"):
 - we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under clause 19 (Termination);
 - we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
 - it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.
- In relation to your personnel, you shall:
 - ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable you to fulfil your obligations under the Contract;
 - promptly inform us of the absence (or the anticipated absence) of any of the key personnel required for the provision of the relevant Services, and if so required by the End-client, provide a suitably qualified replacement for such individual; and
 - use your best endeavours not to make any changes to the key personnel without the prior written approval of the End-client.

- By creating a user account on our site, you will be able to communicate with the End-clients. You are solely responsible for the content of any proposals made by you and agreed to by the End-client.

8. Charges and payment

- You shall pay a success fee in respect of a Project undertaken for an End-Client (the "Success Fee"), which shall be equal to a percentage of the total contract value of a Project calculated as follows:
 - subject to clause 8.2 below, an amount equal to 3% of the total contract value shall be payable for an End-client's Project.
- In the event that the Success Fee is:
 - lower than €500, an amount of €500 shall be payable;
 - higher than €30,000, an amount of €30,000 shall be payable.
- You shall pay the Success Fee in accordance with this clause 8.
- You shall immediately notify us:
 - once you have been instructed by the End-client; and
 - of the total contract value in relation to each Project,

following which we shall raise and issue an invoice to you for the relevant Success Fee.

- You shall pay each invoice submitted by us:
 - within 30 days of the date of the invoice; and
 - in full and in cleared funds to a bank account nominated in writing by the us in such invoice,

and time for payment shall be of the essence of the Contract.

- If we have not received payment within 30 days after the due date, and without prejudice to any other rights and remedies:
 - we may, disable your password, account and access to all or part of our site and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain outstanding; and
 - interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of our bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- All amounts and fees stated or referred to in the Contract:
 - shall be payable in such currency as may be stated in each relevant invoice;
 - are, subject to clause 1, non-cancellable and non-refundable; and
 - are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.
- We reserve the right to increase the Success Fees, and/or any fees and shall notify you prior to any such increase on giving you reasonable notice.

- You undertake to promptly notify us of any and all arrangements with the End-clients in respect of each Project and of any arrangement affecting the total contract value.
- You acknowledge that we may make enquiries with any End-client to ensure that you are complying with your obligations under this Contract.
- We also reserve the right to charge you additional fees for the use of our site at any time. If we decide to start charging you additional fees we will notify you in advance on reasonable notice.

9. Complaints

If a problem arises or you are dissatisfied with our service please contact legal@propri.com and we will respond to your email as soon as we can.

10. Intellectual property rights

- All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you and the End-clients) will be owned by us.
- We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free and irrevocable licence during the term of the Contract to copy the deliverables specified in your order (excluding materials provided you) for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 2.
- You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

11. How we may use your personal information

- We will use any personal information you provide to us to assist with the provision of the Services.
- Further details of how we will process personal information are set out in our Privacy and Cookie Policy.

12. Insurance

- In order to engage with the End-clients and provide the Services, you must maintain in force, with a reputable insurance company, professional indemnity insurance as may be necessary under any applicable laws in any jurisdiction.
- In addition to the obligation set out in clause 12.1, you must, at all times, comply with all laws and policies in all relevant jurisdictions as may vary from time to time.

13. Limitation of liability

- Nothing in the Contract limits or excludes our liability for:
 - death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

- fraud or fraudulent misrepresentation; or
 - any other liability which cannot be limited or excluded by applicable law.
- Subject to clause 1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss.
- If there is a dispute between you and the End-client, you must address your concerns directly to the End-client. In the event of a dispute with an End-client, by using our site you release us from any and all claims, demands of every kind arising out or in connection with such disputes.
- In the event that any limitation or exclusion of liability in these Service Provider Terms is not enforceable, then we shall not be liable to you for more than £100 in aggregate in respect of matters arising out of any use of our site.
- You are responsible for ensuring that you are legally entitled to use our site to engage with the End-clients. You may only use our site with a genuine intention to engage with the End-clients and perform the relevant Services.
- We do not create back-up copies of data shared by you. You acknowledge and agree that we shall not be liable to you for the following matters:
 - the inputting and maintenance of your data and its security and integrity; and
 - the taking of back-ups of your data.
- Except as expressly stated in these Service Provider Terms, we do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Service Provider Terms by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.
- Nothing in these Service Provider Terms limits or affects the exclusions and limitations set out in our Website Terms of Use.
- We do not assume any responsibility for the accuracy or reliability of any information or requests from the End-clients. We are not responsible for the conduct, whether online or offline, of an End-client or any other user on our site.
- Each of the provisions in this clause 13 shall be construed separately and independently of others.
- If you are dissatisfied with our site or our services, your only remedy shall be to discontinue using our site.
- This clause 13 will survive termination of the Contract.

14. Warranties and indemnity

- You warrant and represent that:
 - you have obtained all approvals and consents required for the provision of your Services;
 - the Services otherwise comply with all applicable laws and regulations;
 - the provision of the Services shall not infringe the rights, including any intellectual property rights, of any third party.
- You hereby indemnify us in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by us as a result of or in connection with any claim brought against us, our agents, subcontractors or consultants for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with the Services.

15. Confidentiality

- Subject to clause 15.3, we each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person, other than to the End-client and any other relevant person necessary for the provision of the Services, any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 2.
- We each may disclose the other's confidential information:
 - to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 15;
 - to the End-clients for the purposes of providing the Services; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- We reserve the right to anonymise all data in connection with the Services and use it for the purposes, including but not limited to: marketing, advertising and providing estimates to any existing and future End-clients.
- Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

16. Anti-bribery

- For the purposes of this clause 16 the expressions "adequate procedures" and "associated with" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- You shall comply with applicable Bribery Laws, including ensuring that it you have in place adequate procedures to prevent bribery, and use all reasonable endeavours to ensure that:
 - all of that party's personnel;
 - all others associated with that party; and

○ all of that party's subcontractors, involved in performing services for or on behalf of that party under this Contract comply the anti-bribery laws.

- Without limitation to clause 2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 16.

17. Data protection

- For the purposes of this clause "Data Protection Legislation" means the Data Protection Act 2018 and any other applicable data protection laws in force from time to time.
- Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- You acknowledge that for the purposes of the Data Protection Legislation, we are the controller and you are the processor of personal data relating to the End-clients. ("controller", "processor" "process" and "personal data" have their respective meaning set out in the Data Protection Legislation).
- We will ensure that all necessary consents are in place to enable the transfer of personal data of each of the End-clients to enable you to provide the Services.
- In relation to each End-client's data you shall:
 - process personal data only on our written instructions, unless you are required to do so by any applicable law to otherwise process that personal data;
 - promptly notify us before performing the processing required by any applicable laws unless those applicable laws prohibit you from so notifying us;
 - ensure that you have in place appropriate technical and organisational measures, reviewed and approved by us to protect against unlawful and unauthorised processing and against accidental loss, destruction, or damage to the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (included but not limited to pseudonymisation and encryption);
 - ensure that all personnel who have access to and/or process personal data are obliged to keep personal data confidential;
 - not to transfer any personal data outside the European Economic Area unless the prior written consent of the End-client is sought and the following conditions have been fulfilled:
 - there are appropriate safeguards in relation to the transfer;

- the End-client has enforceable rights and effective legal remedies; and
- there is an adequate level of protection available to any personal data that is transferred.
- notify us of any actual or potential data breach; and
- indemnify the End-client against any loss or damage suffered by the End-client in relation to any breach by you of any of your obligations under this clause 17.

18. Conflict

If there is an inconsistency between any of the provisions in these Service Provider Terms and the Service Form, the provisions in the Service Form shall prevail.

19. Termination

- Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:
 - you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 calendar days of you being notified in writing to do so;
 - you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

20. Events outside our control

- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control ("Event Outside Our Control").
- If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
 - we will contact you as soon as reasonably possible to notify you; and

- our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by performing the Services up to the date of the occurrence of the Event Outside Our Control.

21. Non-solicitation

You must not attempt to procure services that are competitive with our services whether as an employee or on a freelance basis, during the period that we are providing the services to you and for a period of twelve months following termination of the Contract.

22. Communications between us

- When we refer to “in writing” in these Service Provider Terms, this includes email.
- Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.
- A notice or other communication is deemed to have been received:
 - if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - if sent by email, at 9.00 am the next working day after transmission.
- In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

23. General

- Assignment and transfer.
 - We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
 - You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

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- If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- Each paragraph of these Service Provider Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- No partnership or agency. Your status contemplated by these Service Provider Terms will be that of independent contractor and nothing in these Service Provider Terms is intended to, or shall be deemed to, establish any partnership or constitute any party the agent of another party and nothing in these Service Provider Terms shall render you an employee, worker, agent or partner of Propri Ltd and you shall not hold yourself out as such.
- Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.
- Governing law and jurisdiction. The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.