

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF  
1934

For the quarterly period ended March 31, 2024

Or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF  
1934

For the Transition Period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 001-38611



**Cushman & Wakefield plc**

(Exact name of Registrant as specified in its charter)

England and Wales

98-1193584

(State or other jurisdiction of  
incorporation or organization)

(I.R.S. Employer  
Identification Number)

125 Old Broad Street

EC2N 1AR

London, United Kingdom

(Zip Code)

(Address of principal executive offices)

+ 44 20 3296 3000

Not applicable

(Registrant's telephone number, including area code)

(Former name, former address and  
former fiscal year, if changed since last report)

Securities registered pursuant to section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Ordinary Shares, \$0.10 nominal value	CWK	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of April 24, 2024, 229,047,181 of the Registrant's ordinary shares, \$0.10 nominal value per share, were outstanding.



**CUSHMAN & WAKEFIELD plc**  
**QUARTERLY REPORT ON FORM 10-Q**  
**March 31, 2024**

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**PART I - FINANCIAL INFORMATION**

**Item 1. Financial Statements**

**Cushman & Wakefield plc**  
**Condensed Consolidated Balance Sheets**

	As of	
	March 31, 2024	December 31, 2023
(in millions, except per share data)		
<b>Assets</b>		(unaudited)
Current assets:		
Cash and cash equivalents	\$ 553.5	\$ 767.7
Trade and other receivables, net of allowance of \$ 85.1 and \$ 85.2 , as of March 31, 2024 and December 31, 2023, respectively	1,265.9	1,468.0
Income tax receivable	86.4	67.1
Short-term contract assets, net	317.0	311.0
Prepaid expenses and other current assets	237.0	189.4
Total current assets	2,459.8	2,803.2
Property and equipment, net	155.1	163.8
Goodwill	2,064.3	2,080.9
Intangible assets, net	791.3	805.9
Equity method investments	713.6	708.0
Deferred tax assets	99.8	67.4
Non-current operating lease assets	320.3	339.0
Other non-current assets	886.9	805.8
Total assets	<u>\$ 7,491.1</u>	<u>\$ 7,774.0</u>
<b>Liabilities and Shareholders' Equity</b>		
Current liabilities:		
Short-term borrowings and current portion of long-term debt	\$ 125.0	\$ 149.7
Accounts payable and accrued expenses	1,093.6	1,157.7
Accrued compensation	708.1	851.4
Income tax payable	19.9	20.8
Other current liabilities	232.8	217.6
Total current liabilities	2,179.4	2,397.2
Long-term debt, net	3,065.9	3,096.9
Deferred tax liabilities	58.9	13.7
Non-current operating lease liabilities	296.9	319.6
Other non-current liabilities	264.6	268.6
Total liabilities	<u>5,865.7</u>	<u>6,096.0</u>
Commitments and contingencies (see Note 10)		
Shareholders' equity:		
Ordinary shares, nominal value \$ 0.10 per share, 800,000,000 shares authorized; 228,992,219 and 227,282,173 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively	22.9	22.7
Additional paid-in capital	2,954.6	2,957.3
Accumulated deficit	( 1,146.0 )	( 1,117.2 )
Accumulated other comprehensive loss	( 206.7 )	( 185.4 )
Total equity attributable to the Company	1,624.8	1,677.4
Non-controlling interests	0.6	0.6
Total equity	<u>1,625.4</u>	<u>1,678.0</u>
Total liabilities and shareholders' equity	<u>\$ 7,491.1</u>	<u>\$ 7,774.0</u>

The accompanying notes form an integral part of these Condensed Consolidated Financial Statements.

**Cushman & Wakefield plc**  
**Condensed Consolidated Statements of Operations**  
**(unaudited)**

(in millions, except per share data)	Three Months Ended March 31,	
	2024	2023
Revenue	\$ 2,184.8	\$ 2,249.3
Costs and expenses:		
Costs of services (exclusive of depreciation and amortization)	1,832.5	1,907.6
Operating, administrative and other	296.0	315.9
Depreciation and amortization	32.5	36.9
Restructuring, impairment and related charges	5.0	7.2
Total costs and expenses	2,166.0	2,267.6
Operating income (loss)	18.8	( 18.3 )
Interest expense, net of interest income	( 58.7 )	( 76.8 )
Earnings from equity method investments	11.7	11.9
Other income (expense), net	1.7	( 6.0 )
Loss before income taxes	( 26.5 )	( 89.2 )
Provision for (benefit from) income taxes	2.3	( 12.8 )
Net loss	\$ ( 28.8 )	\$ ( 76.4 )
Basic loss per share:		
Loss per share attributable to common shareholders, basic	\$ ( 0.13 )	\$ ( 0.34 )
Weighted average shares outstanding for basic loss per share	227.9	226.2
Diluted loss per share:		
Loss per share attributable to common shareholders, diluted	\$ ( 0.13 )	\$ ( 0.34 )
Weighted average shares outstanding for diluted loss per share	227.9	226.2

The accompanying notes form an integral part of these Condensed Consolidated Financial Statements.

**Cushman & Wakefield plc**  
**Condensed Consolidated Statements of Comprehensive Loss**  
**(unaudited)**

(in millions)	Three Months Ended March 31,	
	2024	2023
Net loss	\$ ( 28.8 )	\$ ( 76.4 )
Other comprehensive loss, net of tax:		
Designated hedge gains (losses)	10.7	( 14.2 )
Defined benefit plan actuarial gains (losses)	0.9	( 0.4 )
Foreign currency translation	( 32.9 )	4.0
Total other comprehensive loss	( 21.3 )	( 10.6 )
Total comprehensive loss	\$ ( 50.1 )	\$ ( 87.0 )

The accompanying notes form an integral part of these Condensed Consolidated Financial Statements.

**Cushman & Wakefield plc**  
**Condensed Consolidated Statements of Changes in Equity**  
**For the three months ended March 31, 2024 and 2023**  
**(unaudited)**

(in millions)	Accumulated Other Comprehensive Income (Loss)											
	Additional				Unrealized				Accumulated		Total Equity	
	Ordinary	Ordinary	Paid-in	Accumulated	Hedging	Foreign	Defined	Other	Attributable	Non-	Total	
	Shares	Shares (\$)	Capital	Deficit	(Losses)	Gains	Currency	Benefit	Comprehensive	to the	Controlling	Total
Balance as of December 31, 2023	227.3	\$ 22.7	\$ 2,957.3	\$ (1,117.2)	\$ 37.0	\$ (181.6)	\$ (40.8)	\$ (185.4)	\$ 1,677.4	\$ 0.6	\$ 1,678.0	
Net loss	—	—	—	(28.8)	—	—	—	—	—	(28.8)	—	(28.8)
Stock-based compensation	—	—	6.6	—	—	—	—	—	—	6.6	—	6.6
Vesting of shares related to equity compensation plans, net of amounts withheld for payment of taxes	1.7	0.2	(9.3)	—	—	—	—	—	—	(9.1)	—	(9.1)
Unrealized gain on hedging instruments	—	—	—	—	22.1	—	—	—	22.1	22.1	—	22.1
Amounts reclassified from AOCI to the statement of operations	—	—	—	—	(11.4)	—	—	—	(11.4)	(11.4)	—	(11.4)
Foreign currency translation	—	—	—	—	—	(32.9)	—	—	(32.9)	(32.9)	—	(32.9)
Defined benefit plans actuarial gain	—	—	—	—	—	—	0.9	0.9	0.9	0.9	—	0.9
Balance as of March 31, 2024	229.0	\$ 22.9	\$ 2,954.6	\$ (1,146.0)	\$ 47.7	\$ (214.5)	\$ (39.9)	\$ (206.7)	\$ 1,624.8	\$ 0.6	\$ 1,625.4	

(in millions)	Accumulated Other Comprehensive Income (Loss)											
	Additional				Unrealized				Accumulated		Total Equity	
	Ordinary	Ordinary	Paid-in	Accumulated	Hedging	Foreign	Defined	Other	Attributable	Non-	Total	
	Shares	Shares (\$)	Capital	Deficit	(Losses)	Gains	Currency	Benefit	Comprehensive	to the	Controlling	Total
Balance as of December 31, 2022	225.8	\$ 22.6	\$ 2,911.5	\$ (1,081.8)	\$ 48.7	\$ (200.6)	\$ (39.1)	\$ (191.0)	\$ 1,661.3	\$ 0.8	\$ 1,662.1	
Net loss	—	—	—	(76.4)	—	—	—	—	—	(76.4)	—	(76.4)
Stock-based compensation	—	—	11.3	—	—	—	—	—	—	11.3	—	11.3
Vesting of shares related to equity compensation plans, net of amounts withheld for payment of taxes	1.2	0.1	(6.7)	—	—	—	—	—	—	(6.6)	—	(6.6)
Unrealized loss on hedging instruments	—	—	—	—	(8.8)	—	—	—	(8.8)	(8.8)	—	(8.8)
Amounts reclassified from AOCI to the statement of operations	—	—	—	—	(5.4)	—	—	—	(5.4)	(5.4)	—	(5.4)
Foreign currency translation	—	—	—	—	—	4.0	—	4.0	4.0	4.0	—	4.0
Defined benefit plans actuarial loss	—	—	—	—	—	—	(0.4)	(0.4)	(0.4)	(0.4)	—	(0.4)
Distribution from non-controlling interests	—	—	—	—	—	—	—	—	—	—	(0.2)	(0.2)
Other activity	—	—	—	—	—	—	—	—	—	—	(0.1)	(0.1)
Balance as of March 31, 2023	227.0	\$ 22.7	\$ 2,916.1	\$ (1,158.2)	\$ 34.5	\$ (196.6)	\$ (39.5)	\$ (201.6)	\$ 1,579.0	\$ 0.5	\$ 1,579.5	

The accompanying notes form an integral part of these Condensed Consolidated Financial Statements.

**Cushman & Wakefield plc**  
**Condensed Consolidated Statements of Cash Flows**  
**(unaudited)**

	Three Months Ended March 31,	
(in millions)	2024	2023
<b>Cash flows from operating activities</b>		
Net loss	\$ (28.8)	(76.4)
Reconciliation of net loss to net cash used in operating activities:		
Depreciation and amortization	32.5	36.9
Impairment charges	1.1	1.8
Unrealized foreign exchange (gain) loss	(2.4)	1.3
Stock-based compensation	6.4	11.3
Lease amortization	22.0	24.7
Loss on debt extinguishment	—	8.7
Amortization of debt issuance costs	1.5	2.0
Earnings from equity method investments, net of distributions received	(7.7)	(7.8)
Change in deferred taxes	8.1	3.5
Provision for loss on receivables and other assets	2.4	1.9
Loss on disposal of business	—	1.3
Unrealized loss on equity securities, net	1.0	10.7
Other operating activities, net	(5.2)	1.6
Changes in assets and liabilities:		
Trade and other receivables	138.0	118.3
Income taxes payable	(20.3)	(32.4)
Short-term contract assets and Prepaid expenses and other current assets	(32.0)	(56.1)
Other non-current assets	(45.8)	(21.7)
Accounts payable and accrued expenses	(55.0)	(69.1)
Accrued compensation	(137.0)	(158.9)
Other current and non-current liabilities	(3.9)	(23.1)
Net cash used in operating activities	(125.1)	(221.5)
<b>Cash flows from investing activities</b>		
Payment for property and equipment	(10.5)	(10.0)
Investments in equity securities and equity method joint ventures	(0.4)	(4.8)
Return of beneficial interest in a securitization	(100.0)	—
Collection on beneficial interest in a securitization	100.0	90.0
Other investing activities, net	0.1	(1.9)
Net cash (used in) provided by investing activities	(10.8)	73.3
<b>Cash flows from financing activities</b>		
Shares repurchased for payment of employee taxes on stock awards	(9.1)	(7.2)
Payment of deferred and contingent consideration	(1.9)	(6.5)
Proceeds from borrowings	—	1,000.0
Repayment of borrowings	(55.0)	(1,000.0)
Debt issuance costs	—	(23.5)
Payment of finance lease liabilities	(6.9)	(7.3)
Other financing activities, net	—	1.7
Net cash used in financing activities	(72.9)	(42.8)
Change in cash, cash equivalents and restricted cash	(208.8)	(191.0)
Cash, cash equivalents and restricted cash, beginning of the period	801.2	719.0
Effects of exchange rate fluctuations on cash, cash equivalents and restricted cash	(6.6)	2.5
Cash, cash equivalents and restricted cash, end of the period	\$ 585.8	\$ 530.5

The accompanying notes form an integral part of these Condensed Consolidated Financial Statements.

**Cushman & Wakefield plc**  
**Notes to the Condensed Consolidated Financial Statements**  
**(unaudited)**

**Note 1: Basis of Presentation**

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared under accounting principles generally accepted in the United States ("U.S. GAAP" or "GAAP") and in conformity with rules applicable to quarterly reports on Form 10-Q. The Condensed Consolidated Financial Statements as of March 31, 2024 and for the three months ended March 31, 2024 and 2023 are unaudited. All adjustments (consisting of normal recurring adjustments, except as otherwise noted) considered necessary for a fair presentation of the unaudited Condensed Consolidated Financial Statements for these interim periods have been included.

Readers of this unaudited condensed consolidated quarterly financial information should refer to the audited Consolidated Financial Statements and notes thereto of Cushman & Wakefield plc (together with its subsidiaries "Cushman & Wakefield," the "Company," "we," "our" and "us") for the year ended December 31, 2023 included in our 2023 Annual Report on Form 10-K (our "2023 Annual Report") filed with the U.S. Securities and Exchange Commission (the "SEC") and also available on our website ([www.cushmanwakefield.com](http://www.cushmanwakefield.com)). Certain footnote disclosures that would substantially duplicate those contained in such audited financial statements or which are not required by the rules and regulations of the SEC for interim financial statement presentation have been condensed or omitted.

Refer to Note 2: Summary of Significant Accounting Policies of the Notes to the Consolidated Financial Statements in the Company's 2023 Annual Report for further discussion of the Company's significant accounting policies and estimates.

Due to seasonality, the results of operations for the three months ended March 31, 2024 are not necessarily indicative of the results of operations to be expected for the year ending December 31, 2024.

The Company provides for the effects of income taxes on interim financial statements based on estimates of the effective tax rate for the full year, which is based on forecasted income by country and enacted tax rates.

**Note 2: New Accounting Pronouncements**

There have been no recently issued accounting standards that the Company adopted during the three months ended March 31, 2024. Certain new accounting standards have been issued but are not effective for the current reporting period and have not been early adopted by the Company.

**Note 3: Segment Data**

The Company reports its operations through the following segments: (1) Americas, (2) Europe, Middle East and Africa ("EMEA") and (3) Asia Pacific ("APAC"). The Americas consists of operations located in the United States, Canada and key markets in Latin America. EMEA includes operations in the U.K., France, Netherlands and other markets in Europe and the Middle East. APAC includes operations in Australia, Singapore, China and other markets in the Asia Pacific region.

Adjusted EBITDA is the profitability metric reported to the chief operating decision maker ("CODM") for purposes of making decisions about allocation of resources to each segment and assessing performance of each segment. The Company believes that investors find this measure useful in comparing our operating performance to that of other companies in our industry because this measure generally illustrates the underlying performance of the business before unrealized loss on investments, net, integration and other costs related to merger, acquisition related costs and efficiency initiatives, cost savings initiatives, CEO transition costs, servicing liability fees and amortization, certain legal and compliance matters, and other non-recurring items. Adjusted EBITDA also excludes the effects of financings, income tax and the non-cash accounting effects of depreciation and intangible asset amortization.

As segment assets are not reported to or used by the CODM to measure business performance or allocate resources, total segment assets and capital expenditures are not presented below.

Summarized financial information by segment is as follows (in millions):

	Three Months Ended March 31,		
	2024	2023	% Change
<b>Total revenue</b>			
Americas	\$ 1,621.0	\$ 1,720.0	( 6 ) %
EMEA	222.4	205.2	8 %
APAC	341.4	324.1	5 %
<b>Total revenue</b>	<b>\$ 2,184.8</b>	<b>\$ 2,249.3</b>	<b>( 3 ) %</b>
 <b>Adjusted EBITDA</b>			
Americas	\$ 64.4	\$ 56.7	14 %
EMEA	9.0	( 2.1 )	529 %
APAC	4.7	6.3	( 25 ) %
<b>Adjusted EBITDA</b>	<b>\$ 78.1</b>	<b>\$ 60.9</b>	<b>28 %</b>

Adjusted EBITDA is calculated as follows (in millions):

	Three Months Ended March 31,		
	2024	2023	
<b>Net loss</b>		\$ ( 28.8 )	\$ ( 76.4 )
Add/(less):			
Depreciation and amortization	32.5	36.9	
Interest expense, net of interest income	58.7	76.8	
Provision for (benefit from) income taxes	2.3	( 12.8 )	
Unrealized loss on investments, net	1.0	10.7	
Integration and other costs related to merger	1.3	2.4	
Acquisition related costs and efficiency initiatives	—	6.6	
Cost savings initiatives	7.2	15.0	
Servicing liability fees and amortization	( 0.4 )	—	
Other	4.3	1.7	
<b>Adjusted EBITDA</b>	<b>\$ 78.1</b>	<b>\$ 60.9</b>	

#### Note 4: Earnings Per Share

Earnings (loss) per share ("EPS") is calculated by dividing Net income or loss by the weighted average shares outstanding.

As the Company was in a Net loss position for the three months ended March 31, 2024 and 2023, the Company has determined all potentially dilutive shares would be anti-dilutive in these periods and therefore these shares were excluded from the calculation of diluted weighted average shares outstanding. This resulted in the calculation of weighted average shares outstanding to be the same for both basic and diluted EPS for both periods. Approximately 3.3 million and 1.8 million of potentially dilutive shares for the three months ended March 31, 2024 and 2023, respectively, were excluded from the computation of diluted EPS because their effect would have been anti-dilutive.

The following is a calculation of EPS (in millions, except per share amounts):

	Three Months Ended March 31,	
	2024	2023
<b>Basic EPS</b>		
Net loss	\$ (28.8)	\$ (76.4)
Weighted average shares outstanding for basic loss per share	227.9	226.2
Basic loss per share attributable to common shareholders	\$ (0.13)	\$ (0.34)
<b>Diluted EPS</b>		
Net loss	\$ (28.8)	\$ (76.4)
Weighted average shares outstanding for basic loss per share	227.9	226.2
Dilutive effect of restricted stock units	—	—
Dilutive effect of stock options	—	—
Weighted average shares outstanding for diluted loss per share	227.9	226.2
Diluted loss per share attributable to common shareholders	\$ (0.13)	\$ (0.34)

#### Note 5: Revenue

##### *Disaggregation of Revenue*

Effective January 1, 2024, the Property, facilities and project management service line was renamed to Services. The change was to the name only and had no impact on the composition of the Company's service lines or its historical results.

The following tables disaggregate revenue by reportable segment and service line (in millions):

	Revenue recognition timing	Three Months Ended March 31, 2024			
		Americas	EMEA	APAC	Total
Services	Over time	\$ 1,167.8	\$ 109.1	\$ 273.8	\$ 1,550.7
Leasing	At a point in time	305.5	53.7	28.5	387.7
Capital markets	At a point in time	111.6	15.6	14.9	142.1
Valuation and other	At a point in time or over time	36.1	44.0	24.2	104.3
<b>Total revenue</b>		<b>\$ 1,621.0</b>	<b>\$ 222.4</b>	<b>\$ 341.4</b>	<b>\$ 2,184.8</b>

	Revenue recognition timing	Three Months Ended March 31, 2023			
		Americas	EMEA	APAC	Total
Services	Over time	\$ 1,264.4	\$ 108.4	\$ 260.0	\$ 1,632.8
Leasing	At a point in time	302.1	40.6	26.8	369.5
Capital markets	At a point in time	119.3	13.6	10.4	143.3
Valuation and other	At a point in time or over time	34.2	42.6	26.9	103.7
<b>Total revenue</b>		<b>\$ 1,720.0</b>	<b>\$ 205.2</b>	<b>\$ 324.1</b>	<b>\$ 2,249.3</b>

### Contract Balances

The Company receives payments from customers based upon contractual billing schedules; accounts receivable are recorded when the right to consideration becomes unconditional. Contract assets include amounts related to the contractual right to consideration for completed performance obligations not yet available to be invoiced. Contract liabilities are recorded when cash payments are received in advance of performance, including amounts which are refundable.

The following table provides information on contract assets and contract liabilities from contracts with customers included in the Condensed Consolidated Balance Sheets (in millions):

	As of	
	March 31, 2024	December 31, 2023
Short-term contract assets	\$ 357.0	\$ 352.7
Contract asset allowances	(40.0)	(41.7)
<b>Short-term contract assets, net</b>	<b>317.0</b>	<b>311.0</b>
Non-current contract assets	66.0	81.1
Contract asset allowances	(2.2)	(2.2)
<b>Non-current contract assets, net included in Other non-current assets</b>	<b>63.8</b>	<b>78.9</b>
<b>Total contract assets, net</b>	<b>\$ 380.8</b>	<b>\$ 389.9</b>
<b>Contract liabilities included in Accounts payable and accrued expenses</b>	<b>\$ 68.7</b>	<b>\$ 57.0</b>

The amount of revenue recognized during the three months ended March 31, 2024 that was included in the contract liabilities balance at the beginning of the period was \$ 21.0 million. The Company had no material asset impairment charges related to contract assets in the periods presented.

### Practical Expedient

The Company incurs incremental costs to obtain new contracts across certain of its service lines. As the amortization period of those expenses is 12 months or less, the Company expenses those incremental costs of obtaining the contracts in accordance with Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("Topic 606").

Remaining performance obligations represent the aggregate transaction prices for contracts where the performance obligations have not yet been satisfied. In accordance with Topic 606, the Company does not disclose unsatisfied performance obligations for (i) contracts with an original expected length of one year or less, (ii) contracts for which the Company recognizes revenue in the amount to which we have the right to invoice for services performed and (iii) variable consideration for services performed as a series of daily performance obligations, such as those performed within the Services service line. Performance obligations within these businesses represent a significant portion of the Company's contracts with customers not expected to be completed within 12 months.

### Note 6: Goodwill and Other Intangible Assets

The following table summarizes the changes in the carrying amount of goodwill by segment (in millions):

	Americas	EMEA	APAC	Total
Balance as of December 31, 2023	\$ 1,518.3	\$ 320.8	\$ 241.8	\$ 2,080.9
Effect of movements in exchange rates	(1.3)	(4.9)	(10.4)	(16.6)
<b>Balance as of March 31, 2024</b>	<b>\$ 1,517.0</b>	<b>\$ 315.9</b>	<b>\$ 231.4</b>	<b>\$ 2,064.3</b>

Portions of goodwill are denominated in currencies other than the U.S. dollar; therefore, a portion of the movements in the reported book value of these balances is attributable to movements in foreign currency exchange rates.

For the three months ended March 31, 2024 and 2023, no impairments of goodwill were recognized as the estimated fair value of each of the identified reporting units was in excess of its carrying value. It is possible that our determination that goodwill for a reporting unit is not impaired could change in the future if current economic conditions or other conditions deteriorate or the operating performance or future prospects for a particular reporting unit declines.

The following tables summarize the carrying amounts and accumulated amortization of intangible assets (in millions):

	As of March 31, 2024			
	Useful Life (in years)	Gross Value	Accumulated Amortization	Net Value
C&W trade name	Indefinite	\$ 546.0	\$ —	\$ 546.0
Customer relationships	2 - 15	1,367.7	(1,122.7)	245.0
Other intangible assets	5	15.3	(15.0)	0.3
Total intangible assets		\$ 1,929.0	\$ (1,137.7)	\$ 791.3

  

	As of December 31, 2023			
	Useful Life (in years)	Gross Value	Accumulated Amortization	Net Value
C&W trade name	Indefinite	\$ 546.0	\$ —	\$ 546.0
Customer relationships	2 - 15	1,375.2	(1,115.7)	259.5
Other intangible assets	5	15.3	(14.9)	0.4
Total intangible assets		\$ 1,936.5	\$ (1,130.6)	\$ 805.9

Amortization expense was \$ 13.3 million and \$ 16.7 million for the three months ended March 31, 2024 and 2023, respectively.

No impairments of intangible assets were recorded during the three months ended March 31, 2024 and 2023.

#### Note 7: Equity Method Investments

Certain investments in which the Company has significant influence over the entity's financial and operating policies, but does not control, are accounted for under the equity method. The Company's material equity method investments include Cushman Wakefield Greystone LLC (the "Greystone JV"), in which the Company owns a 40 % interest, and CWVS Holding Limited (the "Vanke JV"), in which the Company owns a 35 % interest. In addition, the Company licenses certain of its trademarks to the Vanke JV and recognized royalty fee income of \$ 1.6 million and \$ 2.1 million for the three months ended March 31, 2024 and 2023, respectively, which is included in Other income (expense), net in the Condensed Consolidated Statements of Operations.

The Company had investments in certain strategic joint ventures classified under the equity method of accounting as follows (in millions):

	As of	
	March 31, 2024	December 31, 2023
Greystone JV	\$ 580.2	\$ 574.9
Vanke JV	121.6	122.7
Other investments	11.8	10.4
<b>Total Equity method investments</b>	<b>\$ 713.6</b>	<b>\$ 708.0</b>

The Company recognized earnings from equity method investments during the period as follows (in millions):

	Three Months Ended March 31,	
	2024	2023
Greystone JV	\$ 9.3	\$ 8.4
Vanke JV	1.0	2.2
Other investments	1.4	1.3
<b>Total Earnings from equity method investments</b>	<b>\$ 11.7</b>	<b>\$ 11.9</b>

During the three months ended March 31, 2024 and 2023, the Company received distributions from equity method investments of \$ 4.0 million and \$ 4.1 million, respectively.

**Note 8: Derivative Financial Instruments and Hedging Activities**

The Company is exposed to certain risks arising from both business operations and economic conditions, including interest rate risk and foreign exchange risk. To mitigate the impact of interest rate and foreign exchange risk, the Company enters into derivative financial instruments. The Company maintains the majority of its overall interest rate exposure on floating rate borrowings to a fixed-rate basis, primarily with interest rate swap agreements. The Company manages exposure to foreign exchange fluctuations primarily through short-term forward contracts.

There have been no significant changes to the interest rate and foreign exchange risk management objectives from those disclosed in the Company's audited Consolidated Financial Statements for the year ended December 31, 2023.

*Interest Rate Derivative Instruments*

As of March 31, 2024, the Company's active interest rate hedging instruments consisted of nine interest rate swap agreements designated as cash flow hedges. Of the designated cash flow hedges, there are three interest rate swap agreements with a notional amount of \$ 1.4 billion expiring on August 21, 2025 and six interest rate swap agreements with a notional amount of \$ 550.0 million expiring on May 31, 2028.

In addition, the Company previously elected to terminate certain interest rate swap agreements in November 2022 and June 2023. Amounts relating to these terminated derivative instruments recorded in Accumulated other comprehensive loss will be amortized into earnings over the remaining life of the original agreements, which were scheduled to expire on August 21, 2025.

The Company records changes in the fair value of derivatives designated and qualifying as cash flow hedges in Accumulated other comprehensive loss in the Condensed Consolidated Balance Sheets and subsequently reclassifies the changes into earnings in the period that the hedged forecasted transaction affects earnings. As of March 31, 2024 and December 31, 2023, there were \$ 49.5 million and \$ 34.5 million in pre-tax gains, respectively, included in Accumulated other comprehensive loss related to these agreements, which will be reclassified to Interest expense, net of interest income as interest payments are made in accordance with the 2018 Credit Agreement; refer to Note 9: Long-Term Debt and Other Borrowings for discussion of the 2018 Credit Agreement (which is defined therein). During the next twelve months, the Company estimates that pre-tax gains of \$ 36.9 million will be reclassified to Interest expense, net of interest income in the Condensed Consolidated Statements of Operations.

*Non-Designated Foreign Exchange Derivative Instruments*

Additionally, the Company enters into short-term forward contracts to mitigate the risk of fluctuations in foreign currency exchange rates that would adversely impact certain of the Company's foreign currency denominated transactions. Hedge accounting was not elected for any of these contracts. As such, changes in the fair values of these contracts are recorded directly in earnings. The Company recognized realized losses of \$ 5.3 million and unrealized losses of \$ 0.8 million during the three months ended March 31, 2024. The Company recognized realized losses of \$ 2.6 million and unrealized losses of \$ 1.0 million during the three months ended March 31, 2023.

As of March 31, 2024 and December 31, 2023, the Company had 29 and 27 foreign currency exchange forward contracts outstanding covering a notional amount of \$ 1.5 billion and \$ 1.3 billion, respectively. As of March 31, 2024 and December 31, 2023, the Company had not posted, and did not hold, any collateral related to these agreements.

The following table presents the fair value of derivatives as of March 31, 2024 and December 31, 2023 (in millions):

Derivative Instrument	March 31, 2024	March 31, 2024		December 31, 2023	
		Assets	Liabilities	Assets	Liabilities
	Notional	Fair Value	Fair Value	Fair Value	Fair Value
<b>Designated:</b>					
Cash flow hedges:					
Interest rate swaps	\$ 1,973.6	\$ 18.2	\$ —	\$ 4.3	\$ 6.7
<b>Non-designated:</b>					
Foreign currency forward contracts	\$ 1,454.2	\$ 0.6	\$ 1.0	\$ 1.0	\$ 0.7

The fair value of interest rate swaps is included within Other non-current assets and Other non-current liabilities, respectively, in the Condensed Consolidated Balance Sheets. The fair value of foreign currency forward contracts is included in Prepaid expenses and other current assets and Other current liabilities, respectively, in the Condensed Consolidated Balance Sheets. The Company does not net derivatives in the Condensed Consolidated Balance Sheets.

The following table presents the effect of derivatives designated as cash flow hedges in the Condensed Consolidated Statements of Operations for the three months ended March 31, 2024 and 2023 (in millions):

	Beginning Accumulated Other Comprehensive (Gain) Loss <sup>(1)</sup>	Amount of (Gain) Loss Recognized in Other Comprehensive Loss on Derivatives <sup>(2)</sup>	Amount of Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Statement of Operations	Ending Accumulated Other Comprehensive (Gain) Loss
<b>Three Months Ended March 31, 2024</b>				
Interest rate cash flow hedges	\$ (37.0)	\$ (22.1)	\$ 11.4	\$ (47.7)
<b>Three Months Ended March 31, 2023</b>				
Interest rate cash flow hedges	\$ (48.7)	\$ 8.8	\$ 5.4	\$ (34.5)

<sup>(1)</sup> Amount is net of related deferred tax benefit of \$ 2.5 million and \$ 0.0 million for the three months ended March 31, 2024 and 2023, respectively.

<sup>(2)</sup> Amount is net of related deferred tax expense of \$ 4.3 million and \$ 0.0 million for the three months ended March 31, 2024 and 2023, respectively.

Gains of \$ 11.4 million and \$ 5.4 million were reclassified into earnings during the three months ended March 31, 2024 and 2023, respectively, related to interest rate hedges and were recognized in Interest expense, net of interest income in the Condensed Consolidated Statements of Operations.

#### Note 9: Long-Term Debt and Other Borrowings

Long-term debt consisted of the following (in millions):

	As of	
	March 31, 2024	December 31, 2023
<b>Collateralized:</b>		
Term Loan, due August 2025	\$ 142.9	\$ 192.9
Term Loan, due January 2030 Tranche-1, net of unamortized discount and financing costs of \$ 10.3 million and \$ 10.7 million, respectively	982.2	984.3
Term Loan, due January 2030 Tranche-2, net of unamortized discount and financing costs of \$ 18.9 million and \$ 19.5 million, respectively	978.6	980.5
6.750 % Senior Secured Notes, due May 2028, net of unamortized financing costs of \$ 6.0 million and \$ 6.3 million, respectively	644.0	643.7
8.875 % Senior Secured Notes, due September 2031, net of unamortized discount and financing costs of \$ 6.4 million and \$ 6.7 million, respectively	393.6	393.3
Finance lease liabilities	43.6	45.9
<b>Total</b>	<b>3,184.9</b>	<b>3,240.6</b>
Less: current portion of long-term debt	(119.0)	(143.7)
<b>Total Long-term debt, net</b>	<b>\$ 3,065.9</b>	<b>\$ 3,096.9</b>

#### 2018 Credit Agreement

On August 21, 2018, the Company entered into an initial \$ 3.5 billion credit agreement (as amended, the "2018 Credit Agreement"), comprised of an initial \$ 2.7 billion senior secured term loan (the "Initial Term Loan") and an initial \$ 810.0 million revolving credit facility (the "Revolver").

#### Term Loans

Net proceeds from the Initial Term Loan were \$ 2.7 billion (\$ 2.7 billion initial aggregate principal amount less \$ 13.5 million stated discount and \$ 20.6 million in debt transaction costs).

On January 20, 2020, the Company refinanced the Initial Term Loan under materially the same terms, incurring an additional \$ 11.1 million in debt transaction costs.

On January 31, 2023, the Company amended the 2018 Credit Agreement to extend the maturity date of \$ 1.0 billion of the \$ 2.6 billion aggregate principal amount outstanding under the Initial Term Loan to January 31, 2030 (the "2030 Tranche-1"), incurring an additional \$ 15.3 million in debt transaction costs which will be capitalized and amortized over the remaining term of the loan. In addition, the Company recognized a loss on debt extinguishment of \$ 16.9 million within Interest expense, net of interest income, consisting of \$ 8.7 million in unamortized deferred financing costs and \$ 8.2 million in certain new transaction costs paid to creditors. The Company also recognized \$ 4.7 million of new transaction costs directly in Interest expense in the first quarter of 2023. At the time of this amendment, the August 21, 2025 maturity date of the then remaining \$ 1.6 billion principal balance outstanding under the Initial Term Loan was not changed.

On June 21, 2023, the Company amended the 2018 Credit Agreement, effective June 28, 2023, to replace the LIBOR rate applicable to borrowings under the Initial Term Loan with Term SOFR plus an applicable credit spread adjustment. As there were no other material changes to the terms and conditions of the 2018 Credit Agreement, the Company leveraged certain optional expedients for contract modifications related to reference rate reform provided in ASU 2020-04, ASU 2021-01 and ASU 2022-06.

On August 24, 2023, the Company amended the 2018 Credit Agreement to extend the maturity date of \$ 1.0 billion of the then-remaining \$ 1.6 billion aggregate principal amount outstanding under the Initial Term Loan to January 31, 2030 (the "2030 Tranche-2"), incurring an additional \$ 20.4 million in debt transaction costs which will be capitalized and amortized over the remaining term of the loan. In addition, the Company recognized a loss on debt extinguishment of \$ 23.6 million within Interest expense, net of interest income, consisting of \$ 10.6 million in unamortized deferred financing costs and \$ 13.0 million in certain new transaction costs paid to creditors. The Company also recognized \$ 2.5 million of transaction costs directly in Interest expense in the third quarter of 2023. Upon execution of this amendment, along with the repayment of principal outstanding thereunder using proceeds from the offering of \$ 400.0 million in senior secured notes (discussed below), the Initial Term Loan had a remaining aggregate principal balance outstanding of \$ 192.9 million and a maturity date of August 21, 2025. We refer to this remaining aggregate principal balance as the "2025 Tranche" and we refer to the 2025 Tranche, the 2030 Tranche-1 and the 2030 Tranche-2 collectively as the "Term Loans".

The Term Loans bear interest at a variable rate that the Company may select per the terms of the 2018 Credit Agreement. As of March 31, 2024, the Company elected to use an annual rate equal to (i) 1-month Term SOFR, plus 0.11 % (which sum is subject to a minimum floor of 0.0 %), plus 2.75 % for the 2025 Tranche, (ii) 1-month Term SOFR, plus 0.10 % (which sum is subject to a minimum floor of 0.50 %), plus 3.25 % for the 2030 Tranche-1 and (iii) 1-month Term SOFR (subject to a minimum floor of 0.50 %), plus 4.00 % for the 2030 Tranche-2. As of March 31, 2024, the effective interest rates were 8.19 %, 8.90 %, and 9.74 % for the 2025 Tranche, the 2030 Tranche-1, and the 2030 Tranche-2, respectively.

The 2018 Credit Agreement requires quarterly principal payments equal to 0.25 % of the aggregate principal amount of outstanding borrowings under the 2030 Tranche-1 and the 2030 Tranche-2, including any incremental borrowings, which commenced in September 2023 and March 2024, respectively. All required principal payments under the 2025 Tranche have been satisfied until maturity. In March 2024, the Company elected to prepay \$ 50.0 million of the 2025 Tranche resulting in a remaining aggregate principal balance outstanding under the 2025 Tranche of \$ 142.9 million.

#### *Revolver*

On December 20, 2019, the Company amended the 2018 Credit Agreement to increase the aggregate commitments under the Revolver by \$ 210.0 million, incurring an additional \$ 0.5 million in debt transaction costs.

On April 28, 2022, the Company amended the 2018 Credit Agreement to (i) increase the aggregate commitments under the Revolver by \$ 80.0 million, extending its borrowing capacity from \$ 1.0 billion to \$ 1.1 billion, (ii) extend the maturity date of borrowings under the Revolver from August 21, 2023 to April 28, 2027, (iii) replace the LIBOR rate applicable to borrowings under the Revolver with Term SOFR plus an applicable rate, and (iv) add pricing terms linked to achievement of certain greenhouse gas emission targets. The Company incurred an additional \$ 3.7 million in debt transaction costs in connection with this amendment.

Borrowings under the Revolver, if any, bear interest at our option, at 1-month Term SOFR, plus 0.10 %, plus an applicable rate varying from 1.75 % to 2.75 % based on achievement of certain Net Leverage Ratios (as defined in the 2018 Credit Agreement). The Revolver was undrawn as of March 31, 2024 and December 31, 2023.

#### *Senior Secured Notes due 2028*

On May 22, 2020, the Company issued \$ 650.0 million of senior secured notes due May 15, 2028 (the "2028 Notes"). Net proceeds from the 2028 Notes were \$ 638.5 million, consisting of a \$ 650.0 million aggregate principal amount less \$ 11.5 million from issuance costs. The 2028 Notes were offered in a private placement exempt from registration under the U.S. Securities Act of 1933, as amended (the "Securities Act"). The 2028 Notes bear interest at a fixed rate of 6.75 % and yielded an effective interest rate of 6.75 % as of March 31, 2024.

#### *Senior Secured Notes due 2031*

On August 24, 2023, the Company issued \$ 400.0 million of senior secured notes due September 1, 2031 (the "2031 Notes"). Net proceeds from the 2031 Notes were \$ 392.8 million, consisting of a \$ 400.0 million aggregate principal amount less \$ 7.2 million from issuance costs. The 2031 Notes were offered in a private placement exempt from registration under the Securities Act. In addition, the Company recognized a loss on debt extinguishment of \$ 1.4 million and directly expensed transaction costs of \$ 1.5 million within Interest expense, net of interest income in the third quarter of 2023 related to this issuance. The 2031 Notes bear interest at a fixed rate of 8.88 % and yielded an effective interest rate of 8.80 % as of March 31, 2024.

#### *Financial Covenant and Related Terms*

The 2018 Credit Agreement has a springing financial covenant, tested on the last day of each fiscal quarter if the outstanding borrowings under the Revolver exceed an applicable threshold. If the financial covenant is triggered, the Net Leverage Ratio (as defined in the 2018 Credit Agreement) may not exceed 5.00 to 1.00. In addition, the 2018 Credit Agreement, the indenture governing the 2028 Notes and the indenture governing the 2031 Notes impose certain operating and financial restrictions on the Company, and in the event of certain defaults, all of the Company's outstanding borrowings under the 2018 Credit Agreement, the 2028 Notes and the 2031 Notes, together with accrued interest and other fees, could become immediately due and payable.

The Company was in compliance with all of the covenants under the 2018 Credit Agreement, the indenture governing the 2028 Notes and the indenture governing the 2031 Notes as of March 31, 2024 and December 31, 2023.

#### **Note 10: Commitments and Contingencies**

##### *Contingencies*

In the normal course of business, the Company is subject to various claims and litigation. The Company is also subject to threatened or pending legal actions arising from activities of contractors. A liability is recorded for claims or other contingencies when the risk of loss is probable and estimable. Legal fees are expensed as incurred. Many of these claims may be covered under the Company's current insurance programs, subject to self-insurance levels and deductibles. The timing and ultimate settlement of these matters is inherently uncertain, however, based upon information currently available, unless otherwise noted, we believe the resolution of such claims and litigation will not have a material adverse effect on our financial position, results of operations or liquidity.

The Company is also subject to various workers' compensation and medical claims, primarily as it relates to claims by employees in the U.S. for medical benefits and lost wages associated with injuries incurred in the course of their employment. A liability is also recorded for the Company's incurred but not reported ("IBNR") claims, based on assessment using prior claims history.

These various contingent claims liabilities are presented as Other current liabilities and Other non-current liabilities in the Condensed Consolidated Balance Sheets. As of March 31, 2024 and December 31, 2023, contingent liabilities recorded within Other current liabilities were \$ 101.9 million and \$ 80.4 million, respectively, and contingent liabilities recorded within Other non-current liabilities were \$ 54.9 million and \$ 53.1 million, respectively. These contingent liabilities are made up of errors and omissions ("E&O") claims, litigation matters, general liability, workers' compensation and other medical claims. As of March 31, 2024 and December 31, 2023, E&O and other litigation claims were \$ 59.5 million and \$ 55.4 million, respectively, and general liability, workers' compensation and medical claims liabilities were \$ 97.3 million and \$ 78.1 million, respectively.

The Company had insurance recoverable balances for E&O claims as of March 31, 2024 and December 31, 2023 totaling \$ 2.0 million and \$ 0.8 million, respectively.

#### *Payroll Tax Claims*

In a non-U.S. jurisdiction, the Company is currently engaged in a dispute with a local tax authority about the application of tax rules related to certain payroll taxes with respect to two of our subsidiaries for tax years ended 2015 to 2021. The tax authority has claimed the Company owes unpaid employer payroll tax contributions, plus interest. In addition, we could receive claims for alleged unpaid income taxes as we have been served with protective determinations by the same tax authority.

The Company believes that it has appropriately applied the payroll tax rules, including as a result of its consideration of a recent ruling by an appellate court in the jurisdiction, and disagrees with the amounts claimed. However, the Company recorded an immaterial liability as of December 31, 2023 that is equal to the estimated probable loss for the years under review. The Company continues to assess this matter and it is reasonably possible that the matter could result in an additional, potentially material, liability in future periods. There have been no changes to the estimated liability during the three months ended March 31, 2024.

#### *401(k) Nondiscrimination Testing*

In 2023, the Company identified irregularities in its historical nondiscrimination testing for a qualified retirement savings plan available to U.S. employees. As of December 31, 2023, to remedy these irregularities, the Company accrued its best estimate of the amount that the Company would need to contribute to the plan in accordance with applicable correction protocols. The amount of the estimated corrective contribution is not material and there have been no material changes to the estimated amount during the three months ended March 31, 2024.

#### *Guarantees*

The Company's guarantees primarily relate to requirements under certain client service contracts and arise through the normal course of business. These guarantees, with certain financial institutions, have both open and closed-ended terms, with remaining closed-ended terms up to 9 years and maximum potential future payments of approximately \$ 70.4 million in the aggregate. None of these guarantees are individually material to the Company's operating results, financial position or liquidity. The Company considers the future payment or performance related to non-performance under these guarantees to be remote.

#### *Greystone JV Indemnity*

On November 27, 2023, Greystone Servicing Company LLC ("GSC"), a wholly-owned subsidiary of the Greystone JV, entered into an indemnity agreement with Federal Home Loan Mortgage Corporation ("Freddie Mac"), which agreement is not in the normal course of GSC's business, whereby Freddie Mac agreed to issue one or more loan commitment letters regarding the purchase of 39 first mortgage multifamily property loans brokered by a certain independent broker under temporary suspension by Freddie Mac ("Brokered Loans"). In exchange, GSC agreed to indemnify and hold Freddie Mac harmless from any claims or losses related to such Brokered Loans that result from any fraud, misinterpretation or omission. The Brokered Loans are currently performing and have not had any material impact on the Greystone JV at this time. The Company will continue to assess this matter and, although it considers the future indemnity obligations related to these Brokered Loans to be remote, it is possible that the matter could result in an additional, potentially material, liability for the Greystone JV in future periods. Any potential impact to the Greystone JV would only impact the Company's Condensed Consolidated Financial Statements by our 40 % interest in the Greystone JV.

#### **Note 11: Related Party Transactions**

As of March 31, 2024 and December 31, 2023, the Company had receivables from brokers and other employees of \$ 57.3 million and \$ 49.9 million, respectively, that are included in Prepaid expenses and other current assets, and \$ 355.3 million and \$ 311.7 million, respectively, that are included in Other non-current assets in the Condensed Consolidated Balance Sheets. These amounts primarily represent prepaid commissions, retention and sign-on bonuses to brokers and other items such as travel and other advances to employees.

In addition, the Company recognized royalty fee income from equity method investments as disclosed in Note 7: Equity Method Investments.

**Note 12: Fair Value Measurements**

The Company measures certain assets and liabilities in accordance with ASC Topic 820, *Fair Value Measurements and Disclosures* ("ASC 820"), which defines fair value as the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants on the measurement date. In addition, ASC 820 establishes a three-level fair value hierarchy that prioritizes the inputs used to measure fair value as follows:

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and
- Level 3: inputs for the asset or liability that are based on unobservable inputs in which there is little or no market data.

*Financial Instruments*

The Company's financial instruments include cash and cash equivalents, trade and other receivables, a deferred purchase price ("DPP") receivable related to our revolving accounts receivables securitization program, which we have amended periodically (the "A/R Securitization"), restricted cash, accounts payable and accrued expenses, short-term borrowings, long-term debt, interest rate swaps and foreign exchange contracts. The carrying amount of cash and cash equivalents and restricted cash approximates the fair value of these instruments. Certain money market funds in which the Company has invested are highly liquid and considered cash equivalents. These funds are valued at the per unit rate published as the basis for current transactions. Due to the short-term nature of trade and other receivables, accounts payable and accrued expenses, and short-term borrowings, their carrying amount is considered to be the same as their fair value.

Under the A/R Securitization, the Company recorded a DPP receivable upon the initial sale of trade receivables. As of March 31, 2024 and December 31, 2023, the carrying amount of the DPP receivable approximates its fair value. Refer to Note 13: Accounts Receivable Securitization for more information.

The estimated fair value of external debt was \$ 3.2 billion and \$ 3.3 billion as of March 31, 2024 and December 31, 2023, respectively. These instruments were valued using dealer quotes that are classified as Level 2 inputs in the fair value hierarchy. The gross carrying value of the debt was \$ 3.2 billion and \$ 3.2 billion as of March 31, 2024 and December 31, 2023, respectively, which excludes debt issuance costs. Refer to Note 9: Long-Term Debt and Other Borrowings for additional information.

*Recurring Fair Value Measurements*

The following tables present information about the Company's assets and liabilities that are measured at fair value on a recurring basis as of March 31, 2024 and December 31, 2023 (in millions):

	As of March 31, 2024			
	Total	Level 1	Level 2	Level 3
<b>Assets</b>				
Cash equivalents - money market funds	\$ 1.0	\$ 1.0	\$ —	\$ —
Deferred compensation plan assets	30.1	30.1	—	—
Interest rate swap agreements	18.2	—	18.2	—
Foreign currency forward contracts	0.6	—	0.6	—
<b>Total</b>	<b>\$ 49.9</b>	<b>\$ 31.1</b>	<b>\$ 18.8</b>	<b>\$ —</b>
<b>Liabilities</b>				
Deferred compensation plan liabilities	\$ 32.1	\$ 32.1	\$ —	\$ —
Foreign currency forward contracts	1.0	—	1.0	—
Earn-out liabilities	25.6	—	—	25.6
<b>Total</b>	<b>\$ 58.7</b>	<b>\$ 32.1</b>	<b>\$ 1.0</b>	<b>\$ 25.6</b>

	As of December 31, 2023			
	Total	Level 1	Level 2	Level 3
<b>Assets</b>				
Cash equivalents - money market funds	\$ 1.0	\$ 1.0	—	—
Deferred compensation plan assets	31.0	31.0	—	—
Interest rate swap agreements	4.3	—	4.3	—
Foreign currency forward contracts	1.0	—	1.0	—
<b>Total</b>	<b>\$ 37.3</b>	<b>\$ 32.0</b>	<b>5.3</b>	<b>—</b>
<b>Liabilities</b>				
Deferred compensation plan liabilities	\$ 33.1	\$ 33.1	—	—
Interest rate swap agreements	6.7	—	6.7	—
Foreign currency forward contracts	0.7	—	0.7	—
Earn-out liabilities	25.6	—	—	25.6
<b>Total</b>	<b>\$ 66.1</b>	<b>\$ 33.1</b>	<b>7.4</b>	<b>25.6</b>

During the three months ended March 31, 2024, there were no transfers between the three levels of the fair value hierarchy. There have been no significant changes to the valuation techniques and inputs used to develop the fair value measurements from those disclosed in the Company's audited Consolidated Financial Statements for the year ended December 31, 2023.

#### *Deferred Compensation Plans*

Prior to 2017, the Company sponsored non-qualified deferred compensation plans for certain U.S. employees whereby the employee could defer a portion of employee compensation, which the Company would hold in trust, enabling the employees to defer tax on compensation until payment is made to them from the trust. These plans are frozen. Employee balances held in trust are at risk for any investment losses of the funds held in trust.

The Company adopted a new non-qualified deferred compensation plan on January 1, 2019. The plan allows certain highly-compensated employees to defer a portion of their compensation, enabling the employees to defer tax on compensation until payment is made. This plan is also frozen. The Company has established a Rabbi Trust under which investments are held to fund payment of the liability of the deferred compensation plan. The investments of the Rabbi Trust consist of life insurance policies for which investment gains or losses are recognized based upon changes in cash surrender value that are driven by market performance.

The fair value of assets and liabilities of these plans is based on the value of the underlying investments using quoted prices in active markets at period end. Deferred compensation plan assets are presented within Prepaid expenses and other current assets and Other non-current assets in the Condensed Consolidated Balance Sheets. Deferred compensation liabilities are presented within Accrued compensation and Other non-current liabilities in the Condensed Consolidated Balance Sheets.

#### *Foreign Currency Forward Contracts and Interest Rate Swaps*

The estimated fair value of interest rate swaps and foreign currency forward contracts are determined based on the expected cash flows of each derivative instrument. The valuation method reflects the contractual period and uses observable market-based inputs, including interest rate and foreign currency forward curves (Level 2 inputs). Refer to Note 8: Derivative Financial Instruments and Hedging Activities for discussion of the fair value associated with these derivative assets and liabilities.

#### *Earn-out Liabilities*

The Company has various contractual obligations associated with the acquisition of several real estate service companies in the United States, Australia, Canada and Europe, including contingent consideration, comprised of earn-out payments to the sellers subject to achievement of certain performance criteria in accordance with the terms and conditions set forth in the respective purchase agreements. An increase to a probability of achievement would result in a higher fair value measurement of the earn-out liability.

The amounts disclosed in the fair value hierarchy table above are included in Other current liabilities and Other non-current liabilities in the Condensed Consolidated Balance Sheets. As of March 31, 2024, the Company had the potential to make a maximum of \$ 27.7 million and a minimum of \$ 0.0 million (undiscounted) in earn-out payments. Assuming the achievement of the applicable performance criteria, these earn-out payments will be made over the next 6 years.

Earn-out liabilities are classified within Level 3 in the fair value hierarchy because the methodology used to develop the estimated fair value includes significant unobservable inputs reflecting management's own assumptions. The fair value of earn-out liabilities is based on the present value of probability-weighted expected return method related to the earn-out performance criteria on each reporting date. The probabilities of achievement assigned to the performance criteria are determined based on due diligence performed at the time of acquisition, as well as actual performance achieved subsequent to acquisition. Adjustments to the earn-out liabilities in periods subsequent to the completion of acquisitions are reflected within Operating, administrative and other in the Condensed Consolidated Statements of Operations.

The table below presents a reconciliation of earn-out liabilities measured at fair value using significant unobservable inputs (Level 3) (in millions):

Earn-out Liabilities		
	2024	2023
<b>Balance as of January 1,</b>	\$ 25.6	\$ 29.3
Net change in fair value and other adjustments	0.5	—
Payments	( 0.5 )	—
<b>Balance as of March 31,</b>	<b>\$ 25.6</b>	<b>\$ 29.3</b>

#### *Investments in Real Estate Ventures*

The Company directly invests in early stage property technology ("proptech") companies, real estate investment funds and other real estate companies across various sectors. The Company typically reports these investments at cost, less impairment charges, and adjusts these investments to fair value if the Company identifies observable price changes in orderly transactions for identical or similar instruments of the same issuer.

Investments in early stage proptech companies or other real estate companies are typically fair valued as a result of pricing observed in initial or subsequent funding rounds. These investments are not fair valued on a recurring basis and as such have been excluded from the fair value hierarchy table. As of March 31, 2024 and December 31, 2023, our investments in early stage proptech companies had a fair value of approximately \$ 40.5 million and \$ 40.7 million, respectively, and are included in Other non-current assets in the Condensed Consolidated Balance Sheets.

Investments in real estate venture capital funds and co-investment funds are primarily fair valued using the net asset value ("NAV") per share (or its equivalent) provided by investees or held at cost, less impairment charges. Critical inputs to NAV estimates include valuations of the underlying real estate assets and borrowings, which incorporate investment-specific assumptions such as discount rates, capitalization rates, rental and expense growth rates, and asset-specific market borrowing rates. As these investments are not required to be classified in the fair value hierarchy, they have been excluded from the fair value hierarchy table. As of March 31, 2024 and December 31, 2023, our investments in real estate venture capital funds and co-investment funds had a fair value of approximately \$ 76.2 million and \$ 79.0 million, respectively, and are included in Other non-current assets in the Condensed Consolidated Balance Sheets.

The Company adjusts these various real estate investments to their fair values each reporting period, and the changes in fair values are reflected in Other income (expense), net, in the Condensed Consolidated Statements of Operations. During the three months ended March 31, 2024, the Company recognized unrealized losses of \$ 1.0 million on our real estate investments. During the three months ended March 31, 2023, the Company recognized an unrealized loss of \$ 9.8 million related to our investment in WeWork and unrealized losses of \$ 0.9 million on our other real estate investments.

#### **Note 13: Accounts Receivable Securitization**

Under the A/R Securitization, certain of the Company's wholly-owned subsidiaries continuously sell receivables to certain wholly-owned special purpose entities at fair market value. The special purpose entities then sell 100 % of the receivables to an unaffiliated financial institution (the "Purchaser"). Although the special purpose entities are wholly-owned subsidiaries of the Company, they are separate legal entities with their own separate creditors who will be entitled, upon their liquidation, to have liabilities satisfied out of their assets prior to any assets or value in such special purpose entities becoming available to their equity holders and their assets are not available to pay other creditors of the Company.

All transactions under the A/R Securitization are accounted for as a true sale in accordance with ASC Topic 860, *Transfers and Servicing* ("ASC 860"). Following the sale and transfer of the receivables to the Purchaser, the receivables are legally isolated from the Company and its subsidiaries, and the Company sells, conveys, transfers and assigns to the Purchaser all its rights, title and interest in the receivables. Receivables sold are derecognized from the consolidated balance sheet. The Company continues to service, administer and collect the receivables on behalf of the Purchaser, and recognizes a servicing liability in accordance with ASC 860. Any financial statement impact associated with the servicing liability was immaterial for all periods presented.

Under the A/R Securitization, the Company records a DPP receivable upon the initial sale of trade receivables. The DPP receivable represents the difference between the fair value of the trade receivables sold and the cash purchase price and is recognized at fair value as part of the sale transaction. The DPP receivable is paid to the Company in cash on behalf of the Purchaser as the receivables are collected; however, due to the revolving nature of the A/R Securitization, cash collected from the Company's customers is reinvested by the Purchaser daily in new receivable purchases under the A/R Securitization. The carrying amount of the DPP receivable, which approximates its fair value, is primarily based on the face amount of receivables, adjusted for estimated credit losses. As of March 31, 2024 and December 31, 2023, the DPP receivable of \$ 260.8 million and \$ 219.6 million, respectively, is included in Other non-current assets in the Condensed Consolidated Balance Sheets.

For the three months ended March 31, 2024 and 2023, receivables sold under the A/R Securitization were \$ 630.8 million and \$ 689.2 million, respectively, and cash collections from customers on receivables sold were \$ 590.4 million and \$ 672.5 million, respectively, all of which were reinvested in new receivables purchases and are included in cash flows from operating activities in the Condensed Consolidated Statements of Cash Flows. As of March 31, 2024 and December 31, 2023, the outstanding principal on receivables sold under the A/R Securitization was \$ 386.1 million and \$ 345.7 million, respectively.

This A/R Securitization also provides funding from the Purchaser against receivables sold into the program with a maximum facility limit of \$ 200.0 million. As of both March 31, 2024 and December 31, 2023, the Company had aggregate capital outstanding under this facility of \$ 100.0 million, respectively. On June 20, 2023, the Company amended the A/R Securitization to extend the maturity date to June 19, 2026 and incurred a servicing liability fee of \$ 11.3 million in connection with the amendment, which will be amortized through the maturity date of the program.

#### **Note 14: Supplemental Cash Flow Information**

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the Condensed Consolidated Balance Sheets to the sum of such amounts presented in the Condensed Consolidated Statements of Cash Flows (in millions):

	As of	
	March 31, 2024	December 31, 2023
Cash and cash equivalents	\$ 553.5	\$ 767.7
Restricted cash recorded in Prepaid expenses and other current assets	32.3	33.5
<b>Total cash, cash equivalents and restricted cash shown in the statements of cash flows</b>	<b>\$ 585.8</b>	<b>\$ 801.2</b>

Supplemental cash flows and non-cash investing and financing activities are as follows (in millions):

	Three Months Ended March 31,	
	2024	2023
<b>Cash paid for:</b>		
Interest	\$ 61.6	\$ 48.8
Income taxes	12.5	16.5
Operating leases	28.1	30.1
<b>Non-cash investing/financing activities:</b>		
Property and equipment additions through finance leases	4.7	11.0
Increase in beneficial interest in a securitization	41.2	19.7
Right of use assets obtained through operating leases	7.8	22.9

#### **Note 15: Subsequent Events**

The Company has evaluated subsequent events through April 29, 2024, the date on which these financial statements were issued, and has determined there were no material subsequent events to disclose.

## **Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited interim Condensed Consolidated Financial Statements and related notes thereto included elsewhere in this Quarterly Report on Form 10-Q ("Quarterly Report") and with our audited Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31, 2023 (our "2023 Annual Report").

As discussed in "Cautionary Note Regarding Forward-Looking Statements" below, the following discussion and analysis contains forward-looking statements that involve risks and uncertainties. Our actual results may materially differ from those discussed in such forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those identified below and those discussed in "Risk Factors" in Part I, Item 1A of our 2023 Annual Report and Part II, Item 1A in this Quarterly Report. Our fiscal year ends December 31.

### **Cautionary Note Regarding Forward-Looking Statements**

Some of the statements under "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this Quarterly Report may contain forward-looking statements that reflect our current views with respect to, among other things, future events, results and financial performance, which are intended to be covered by the safe harbor provisions for forward-looking statements provided by the Private Securities Litigation Reform Act of 1995. We also discuss those risks, uncertainties and other factors in our 2023 Annual Report in Part I, Item 1A.

These statements can be identified by the fact that they do not relate strictly to historical or current facts, and you can often identify these forward-looking statements by the use of forward-looking words such as "outlook," "believes," "expects," "potential," "continues," "may," "will," "should," "could," "seeks," "strives," "predicts," "intends," "plans," "estimates," "anticipates," "target," "goal," "projects," "forecasts," "shall," "contemplates" or the negative version of those words or other comparable words. Any forward-looking statements contained in this Quarterly Report are based upon our historical performance and on our current plans, estimates and expectations in light of information currently available to us. The inclusion of this forward-looking information should not be regarded as a representation by us that the future plans, estimates or expectations contemplated by us will be achieved. Such forward-looking statements are subject to various risks and uncertainties and assumptions relating to our operations, financial results, financial condition, business, prospects, growth strategy and liquidity. Accordingly, there are or will be important factors that could cause our actual results to differ materially from those indicated in these statements. You should not place undue reliance on any forward-looking statements and should consider the following factors, as well as the factors discussed under "Risk Factors" in this Quarterly Report and in our 2023 Annual Report in Part I, Item 1A. We believe that these factors include, but are not limited to:

- disruptions in general macroeconomic conditions and global and regional demand for commercial real estate;
- our ability to attract and retain qualified revenue producing employees and senior management;
- the failure of our acquisitions and joint ventures to perform as expected or the lack of similar future opportunities;
- our ability to preserve, grow and leverage the value of our brand;
- the concentration of business with specific corporate clients;
- our ability to appropriately address actual or perceived conflicts of interest;
- our ability to maintain and execute our information technology strategies;
- interruption or failure of our information technology, communications systems or data services;
- our vulnerability to potential breaches in security related to our information systems;
- our ability to comply with current and future data privacy regulations and other confidentiality obligations;
- the extent to which infrastructure disruptions may affect our ability to provide our services;
- the potential impairment of our goodwill and other intangible assets;
- our ability to comply with laws and regulations and any changes thereto;
- changes in tax laws or tax rates and our ability to make correct determinations in complex tax regimes;
- our ability to successfully execute on our strategy for operational efficiency;
- the failure of third parties performing on our behalf to comply with contract, regulatory or legal requirements;

- risks associated with the climate change and ability to achieve our sustainability goals;
- foreign currency volatility;
- social, geopolitical and economic risks associated with our international operations;
- risks associated with sociopolitical polarization;
- restrictions imposed on us by the agreements governing our indebtedness;
- our amount of indebtedness and its potential adverse impact on our available cash flow and the operation of our business;
- our ability to incur more indebtedness;
- our ability to generate sufficient cash flow from operations to service our existing indebtedness;
- our ability to compete globally, regionally and locally;
- the seasonality of significant portions of our revenue and cash flow;
- our exposure to environmental liabilities due to our role as a real estate services provider;
- the ability of our principal shareholders to exert influence over us;
- potential price declines resulting from future sales of a large number of our ordinary shares;
- risks related to our capital allocation strategy including current intentions to not pay cash dividends;
- risks related to litigation;
- the fact that the rights of our shareholders differ in certain respects from the rights typically offered to shareholders of a Delaware corporation;
- the fact that U.S. investors may have difficulty enforcing liabilities against us or be limited in their ability to bring a claim in a judicial forum they find favorable in the event of a dispute;
- the possibility that English law and provisions in our articles of association may have anti-takeover effects that could discourage an acquisition of us by others or require shareholder approval for certain capital structure decisions; and
- the other risk factors set forth elsewhere in this Quarterly Report and under Item 1A of Part I of our 2023 Annual Report.

The factors identified above should not be construed as an exhaustive list of factors that could affect our future results and should be read in conjunction with the other cautionary statements that are included in this Quarterly Report. The forward-looking statements made in this Quarterly Report are made only as of the date of this Quarterly Report. We do not undertake any obligation to publicly update or review any forward-looking statement except as required by law, whether as a result of new information, future developments or otherwise.

If one or more of these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, our actual results may vary materially from what we may have expressed or implied by these forward-looking statements. You should specifically consider the factors identified in this Quarterly Report that could cause actual results to differ before making an investment decision to purchase our ordinary shares.

Furthermore, new risks and uncertainties arise from time to time, and it is impossible for us to predict those events or how they may affect us.

## **Overview**

Cushman & Wakefield is a leading global commercial real estate services firm that makes a meaningful impact for our people, clients, communities and world. Led by an experienced executive team and driven by approximately 52,000 employees in nearly 400 offices and approximately 60 countries, we deliver exceptional value for real estate occupiers and owners, managing 6.2 billion square feet of commercial real estate space globally and offering a broad suite of services through our integrated and scalable platform. Our business is focused on meeting the increasing demands of our clients through comprehensive service offerings including (i) Services, (ii) Leasing, (iii) Capital markets and (iv) Valuation and other services.

## Recent Developments and Outlook

Effective January 1, 2024, the Property, facilities and project management service line was renamed to Services. The change was to the name only and had no impact on the composition of the Company's service lines or its historical results.

### *First Quarter Results:*

- Revenue of \$2.2 billion for the first quarter of 2024 decreased 3% from the first quarter of 2023.
  - Strong Leasing growth of 5% was driven by broad strength across segments, led by EMEA.
  - Valuation and other grew 1%, driven by the Americas and EMEA.
  - Services and Capital markets declined 3% and 1%, respectively.
- Net loss of \$28.8 million for the first quarter of 2024 decreased 62% compared to net loss of \$76.4 million for the first quarter of 2023. Diluted loss per share for the first quarter of 2024 was \$0.13.
  - Adjusted EBITDA of \$78.1 million increased 28% from the first quarter of 2023.
- In March 2024, we elected to prepay \$50.0 million of the 2025 Tranche.
- Liquidity as of March 31, 2024 was \$1.7 billion, consisting of availability on the Company's undrawn Revolver of \$1.1 billion and cash and cash equivalents of \$0.6 billion.
- In April 2024, we repriced \$1.0 billion of the 2030 Tranche-2, reducing the applicable interest rate spread on the 2030 Tranche-2 by 25 basis points from 1-month Term SOFR plus 4.00% to 1-month Term SOFR plus 3.75%.

### *Macroeconomic Trends and Uncertainty*

Demand for our services is largely dependent on the relative strength of the global and regional commercial real estate markets, which are highly sensitive to general macroeconomic conditions and the ability of market participants to access credit and the capital markets. There continues to be significant macroeconomic uncertainty in many markets around the world. During the first quarter of 2024, these macroeconomic challenges, including elevated interest rates, led to ongoing volatility within global capital and credit markets, which negatively impacted demand for our services. We expect many of these macroeconomic challenges to persist throughout at least the first half of 2024.

### *Recent Regulatory Developments*

In March 2024, the SEC issued final rules under SEC Release No. 33-11275, *The Enhancement and Standardization of Climate-Related Disclosures for Investors*, which require registrants to provide certain climate-related information in their annual reports. The rules require disclosure of a registrant's material climate-related risks, the risk management processes and governance related to such risks, material climate-related targets and goals, and material Scope 1 and Scope 2 greenhouse gas emissions. Additionally, the rules require disclosure in the notes to the registrant's financial statements of the effects of severe weather events and other natural conditions (subject to de minimis thresholds). On April 4, 2024, the SEC issued an order staying the final climate-related disclosure rules pending judicial review of several petitions filed against the SEC challenging the rules' validity. Because the SEC stayed the rules before its effective date, if the rules are upheld, their effective date will not be known until subsequently published by the SEC.

### **Critical Accounting Policies and Estimates**

Our unaudited interim Condensed Consolidated Financial Statements have been prepared in accordance with U.S. GAAP, which requires us to make estimates and assumptions that affect reported amounts. The estimates and assumptions are based on historical experience, current facts and circumstances, and on other factors that we believe to be reasonable. Actual results may differ from those estimates and assumptions. We review these estimates on a periodic basis to ensure reasonableness. Although actual amounts may differ from such estimated amounts, we believe such differences are not likely to be material. For additional detail regarding our critical accounting policies and estimates, refer to the Company's 2023 Annual Report.

There have been no material changes to these policies or estimates as of March 31, 2024.

#### *Recently Issued Accounting Pronouncements*

Refer to recently issued accounting pronouncements within Note 2: New Accounting Pronouncements of the Notes to the Condensed Consolidated Financial Statements.

#### **Items Affecting Comparability**

When reading our financial statements and the information included in this Quarterly Report, it should be considered that we have experienced, and continue to experience, several material trends and uncertainties that have affected our financial condition and results of operations and could affect future performance. We believe that the following material trends and uncertainties are important to understand the variability of our historical earnings and cash flows and any potential future variability.

##### *Macroeconomic Conditions*

Our results of operations are significantly impacted by economic trends, government policies and the global and regional real estate markets. These include the following: overall economic activity, volatility of the financial markets, interest rates and inflation, demand for commercial real estate, the impact of tax and regulatory policies, the cost and availability of credit, changes in employment rates and the geopolitical environment.

Our diversified operating model helps to partially mitigate the negative effect of difficult market conditions on our margins as a substantial portion of our costs are variable compensation expenses, specifically commissions and bonuses paid to our professionals in our Leasing and Capital markets service lines. Nevertheless, ongoing adverse economic trends could pose significant risks to our operating performance and financial condition.

##### *Acquisitions and Dispositions*

Our results may include the incremental impact of completed transactions, which could impact the comparability of our results on a year-over-year basis. Our results could include incremental revenues and expenses following the completion of an acquisition, or comparable results could include revenues and expenses of recent dispositions. Additionally, there could be an adverse impact on net income for a period of time after the completion of an acquisition driven by transaction-related and integration expenses. From time to time, we use strategic and in-fill acquisitions, as well as joint ventures, to add new service capabilities, to increase our scale within existing capabilities and to expand our presence in new or existing geographic regions globally. As it relates to dispositions, results may include gains (losses) on the disposition and we may incur incremental transaction-related costs that could have an adverse impact on net income.

##### *International Operations*

Our business consists of service lines operating in multiple regions inside and outside of the U.S. Our international operations expose us to global economic trends, as well as foreign government tax, regulatory and policy measures.

Additionally, outside of the U.S., we generate earnings in other currencies and are subject to fluctuations relative to the U.S. dollar ("USD"). These currency fluctuations, most notably the Australian dollar, euro and British pound sterling, have positively and adversely affected our operating results measured in USD in the past and are likely to do so in the future. It can be difficult to compare period-over-period financial statements when the movement in currencies against the USD does not reflect trends in the local underlying business as reported in its local currency.

In order to assist our investors and improve comparability of results, we present the year-over-year changes in certain of our non-GAAP financial measures, such as Fee-based operating expenses and Adjusted EBITDA, in "local" currency. The local currency change represents the year-over-year change assuming no movement in foreign exchange rates from the prior year. We believe that this provides our management and investors with a better view of comparability and trends in the underlying operating business.

### *Seasonality*

A significant portion of our revenue is seasonal, especially for service lines such as Leasing and Capital markets. This impacts the comparison of our financial condition and results of operations on a quarter-by-quarter basis. Generally, our industry is focused on completing transactions by calendar year-end with a high concentration of activity in the last quarter of the calendar year while certain expenses are recognized more evenly throughout the calendar year. Historically, our revenue and operating income typically tend to be lowest in the first quarter, and highest in the fourth quarter of each year. Our Services revenue partially mitigates this intra-year seasonality, due to the recurring nature of this service line which generates more stable revenues throughout the year.

### **Use of Non-GAAP Financial Measures**

We have used the following measures, which are considered "non-GAAP financial measures" under SEC guidelines:

- i. Adjusted earnings before interest, taxes, depreciation and amortization ("Adjusted EBITDA") and Adjusted EBITDA margin;
- ii. Segment operating expenses and Fee-based operating expenses; and
- iii. Local currency.

Management principally uses these non-GAAP financial measures to evaluate operating performance, develop budgets and forecasts, improve comparability of results and assist our investors in analyzing the underlying performance of our business. These measures are not recognized measurements under GAAP. When analyzing our operating results, investors should use them in addition to, but not as an alternative for, the most directly comparable financial results calculated and presented in accordance with GAAP. Because the Company's calculation of these non-GAAP financial measures may differ from other companies, our presentation of these measures may not be comparable to similarly titled measures of other companies.

The Company believes that these measures provide a more complete understanding of ongoing operations, enhance comparability of current results to prior periods and may be useful for investors to analyze our financial performance. The measures eliminate the impact of certain items that may obscure trends in the underlying performance of our business. The Company believes that they are useful to investors for the additional purposes described below.

Adjusted EBITDA and Adjusted EBITDA margin: We have determined Adjusted EBITDA to be our primary measure of segment profitability. We believe that investors find this measure useful in comparing our operating performance to that of other companies in our industry because these calculations generally eliminate unrealized loss on investments, net, integration and other costs related to merger, acquisition related costs and efficiency initiatives, cost savings initiatives, CEO transition costs, servicing liability fees and amortization, certain legal and compliance matters, and other non-recurring items. Adjusted EBITDA also excludes the effects of financings, income tax and the non-cash accounting effects of depreciation and intangible asset amortization. Adjusted EBITDA margin, a non-GAAP measure of profitability as a percent of revenue, is measured against service line fee revenue.

Segment operating expenses and Fee-based operating expenses: Consistent with GAAP, reimbursed costs for certain customer contracts are presented on a gross basis in both revenue and operating expenses for which the Company recognizes substantially no margin. Total costs and expenses include segment operating expenses, as well as other expenses such as depreciation and amortization, integration and other costs related to merger, acquisition related costs and efficiency initiatives, cost savings initiatives, CEO transition costs, servicing liability fees and amortization, certain legal and compliance matters, and other non-recurring items. Segment operating expenses includes Fee-based operating expenses and Cost of gross contract reimbursables.

We believe Fee-based operating expenses more accurately reflects the costs we incur during the course of delivering services to our clients and is more consistent with how we manage our expense base and operating margins.

**Local currency:** In discussing our results, we refer to percentage changes in local currency. These metrics are calculated by holding foreign currency exchange rates constant in year-over-year comparisons. Management believes that this methodology provides investors with greater visibility into the performance of our business excluding the effect of foreign currency rate fluctuations.

**Adjustments to U.S. GAAP Financial Measures Used to Calculate Non-GAAP Financial Measures**

During the periods presented in this Quarterly Report, we had the following adjustments:

*Unrealized loss on investments, net* represents net unrealized losses on fair value investments. Prior to 2024, this primarily reflected unrealized losses on our investment in WeWork.

*Integration and other costs related to merger* reflects the non-cash amortization expense of certain merger related retention awards that will be amortized through 2026, and the non-cash amortization expense of merger related deferred rent and tenant incentives which will be amortized through 2028.

*Acquisition related costs and efficiency initiatives* includes internal and external consulting costs incurred to implement certain distinct operating efficiency initiatives designed to realign our organization to be a more agile partner to our clients. These initiatives vary in frequency, amount and occurrence based on factors specific to each initiative. In addition, this includes certain direct costs incurred in connection with acquiring businesses.

*Cost savings initiatives* primarily reflects severance and other one-time employment-related separation costs related to actions to reduce headcount across select roles to help optimize our workforce given the challenging macroeconomic conditions and operating environment, as well as property lease rationalizations. These actions continued into the first quarter of 2024.

*Servicing liability fees and amortization* reflects the additional non-cash servicing liability fees accrued in connection with the A/R Securitization amendments in prior years. The liability will be amortized through June 2026.

## Results of Operations

The following table sets forth items derived from our Condensed Consolidated Statements of Operations for the three months ended March 31, 2024 and 2023 (in millions):

	Three Months Ended March 31,				
			% Change in Local		
	2024	2023	% Change in USD	Currency	
<b>Revenue:</b>					
Services	\$ 871.2	\$ 896.8	(3) %	(3) %	
Leasing	381.7	362.5	5 %	5 %	
Capital markets	141.6	142.8	(1) %	(1) %	
Valuation and other	103.1	101.9	1 %	1 %	
Total service line fee revenue <sup>(1)</sup>	1,497.6	1,504.0	0 %	0 %	
Gross contract reimbursables <sup>(2)</sup>	687.2	745.3	(8) %	(8) %	
<b>Total revenue</b>	<b>\$ 2,184.8</b>	<b>\$ 2,249.3</b>	<b>(3) %</b>	<b>(3) %</b>	
<b>Costs and expenses:</b>					
Cost of services provided to clients	\$ 1,145.3	\$ 1,162.3	(1) %	(1) %	
Cost of gross contract reimbursables	687.2	745.3	(8) %	(8) %	
Total costs of services	1,832.5	1,907.6	(4) %	(4) %	
Operating, administrative and other	296.0	315.9	(6) %	(6) %	
Depreciation and amortization	32.5	36.9	(12) %	(12) %	
Restructuring, impairment and related charges	5.0	7.2	(31) %	(30) %	
<b>Total costs and expenses</b>	<b>2,166.0</b>	<b>2,267.6</b>	<b>(4) %</b>	<b>(4) %</b>	
<b>Operating income (loss)</b>	<b>18.8</b>	<b>(18.3)</b>	<b>n.m.</b>	<b>n.m.</b>	
Interest expense, net of interest income	(58.7)	(76.8)	(24) %	(24) %	
Earnings from equity method investments	11.7	11.9	(2) %	(2) %	
Other income (expense), net	1.7	(6.0)	n.m.	n.m.	
Loss before income taxes	(26.5)	(89.2)	(70) %	(70) %	
Provision for (benefit from) income taxes	2.3	(12.8)	n.m.	n.m.	
<b>Net loss</b>	<b>\$ (28.8)</b>	<b>\$ (76.4)</b>	<b>(62) %</b>	<b>(62) %</b>	
Net loss margin	(1.3)%	(3.4)%			
Adjusted EBITDA	\$ 78.1	\$ 60.9	28 %	29 %	
Adjusted EBITDA margin <sup>(3)</sup>	5.2 %	4.0 %			

*n.m. not meaningful*

<sup>(1)</sup> Service line fee revenue represents revenue for fees generated from each of our service lines.

<sup>(2)</sup> Gross contract reimbursables reflects revenue from clients which have substantially no margin.

<sup>(3)</sup> Adjusted EBITDA margin is measured against Total service line fee revenue.

Reconciliation of Net loss to Adjusted EBITDA (in millions):

	Three Months Ended March 31,	
	2024	2023
<b>Net loss</b>	\$ (28.8)	\$ (76.4)
Add/(less):		
Depreciation and amortization	32.5	36.9
Interest expense, net of interest income	58.7	76.8
Provision for (benefit from) income taxes	2.3	(12.8)
Unrealized loss on investments, net	1.0	10.7
Integration and other costs related to merger	1.3	2.4
Acquisition related costs and efficiency initiatives	—	6.6
Cost savings initiatives	7.2	15.0
Servicing liability fees and amortization	(0.4)	—
Other <sup>(1)</sup>	4.3	1.7
<b>Adjusted EBITDA</b>	<b>\$ 78.1</b>	<b>\$ 60.9</b>

<sup>(1)</sup> For the three months ended March 31, 2024, Other primarily reflects non-cash stock-based compensation expense associated with certain one-time retention awards which vested in February 2024 and bad debt expense driven by a sublessee default. For the three months ended March 31, 2023, Other primarily includes non-cash stock-based compensation expense associated with certain one-time retention awards.

Summary of Total costs and expenses (in millions):

	Three Months Ended March 31,	
	2024	2023
Americas Fee-based operating expenses	\$ 993.1	\$ 1,029.4
EMEA Fee-based operating expenses	185.6	186.1
APAC Fee-based operating expenses	255.0	247.0
Cost of gross contract reimbursables	687.2	745.3
<b>Segment operating expenses</b>	<b>2,120.9</b>	<b>2,207.8</b>
Depreciation and amortization	32.5	36.9
Integration and other costs related to merger	1.3	2.4
Acquisition related costs and efficiency initiatives	—	6.6
Cost savings initiatives	7.2	15.0
Servicing liability fees and amortization	(0.4)	—
Other, including foreign currency movements <sup>(1)</sup>	4.5	(1.1)
<b>Total costs and expenses</b>	<b>\$ 2,166.0</b>	<b>\$ 2,267.6</b>

<sup>(1)</sup> For the three months ended March 31, 2024, Other primarily reflects non-cash stock-based compensation expense associated with certain one-time retention awards which vested in February 2024, bad debt expense driven by a sublessee default, and the effects of movements in foreign currency. For the three months ended March 31, 2023, Other primarily includes non-cash stock-based compensation expense associated with certain one-time retention awards and the effects of movements in foreign currency.

**Three months ended March 31, 2024 compared to the three months ended March 31, 2023**

*Revenue*

Revenue of \$2.2 billion decreased \$64.5 million or 3% compared to the three months ended March 31, 2023, primarily driven by the Americas, which decreased 6%. This decline was principally driven by decreases in Services and Gross contract reimbursables revenue of 3% and 8%, respectively, primarily due to changes in client mix. Capital markets revenue declined 1%, driven by a 6% decline in the Americas, as volatility and uncertainty in the interest rate environment continued to challenge investment sales activity. Partially offsetting these trends was 5% growth in Leasing revenue, principally driven by EMEA, and 1% growth in Valuation and other revenue compared to the three months ended March 31, 2023.

*Costs of services*

Costs of services of \$1.8 billion decreased \$75.1 million or 4% compared to the three months ended March 31, 2023, principally driven by a decrease in third-party consumables of approximately \$70.0 million. Cost of services provided to clients decreased 1% and Cost of gross contract reimbursables decreased 8%, primarily driven by the Americas, due to changes in client mix.

*Operating, administrative and other*

Operating, administrative and other expenses of \$296.0 million decreased \$19.9 million or 6% compared to the three months ended March 31, 2023, principally driven by a decrease in employment costs and the impact of cost savings initiatives.

*Restructuring, impairment and related charges*

Restructuring, impairment and related charges of \$5.0 million decreased \$2.2 million compared to the three months ended March 31, 2023, which reflected a decrease in severance and employment-related costs of \$1.5 million, as well as a decrease in right-of-use asset impairment charges of \$0.7 million. In 2023, the Company actioned certain cost savings initiatives, including a reduction in headcount across select roles to help optimize our workforce given the challenging macroeconomic conditions and operating environment, as well as property lease rationalizations. These actions continued into the first quarter of 2024.

*Interest expense, net of interest income*

Interest expense of \$58.7 million decreased \$18.1 million or 24% compared to the three months ended March 31, 2023, primarily related to a loss on debt extinguishment of \$16.9 million, as well as \$4.7 million of new transaction costs expensed in the first quarter of 2023 in connection with the refinancing of a portion of the borrowings under our 2018 Credit Agreement (see Note 9: Long-Term Debt and Other Borrowings in the Notes to the Condensed Consolidated Financial Statements for further information). The decrease in interest expense was partially offset by higher variable interest rates on our Term Loans compared to the prior year period.

*Provision for (benefit from) income taxes*

Provision for income taxes for the first quarter of 2024 was \$2.3 million on a loss before income taxes of \$26.5 million. For the first quarter of 2023, the benefit from income taxes was \$12.8 million on a loss before income taxes of \$89.2 million. The increase in income tax expense compared to the three months ended March 31, 2023 was primarily driven by a lower loss before income taxes and changes in the jurisdictional mix of earnings resulting in higher nondeductible losses when compared to the same period in 2023.

*Net loss and Adjusted EBITDA*

Net loss of \$28.8 million decreased 62% compared to net loss of \$76.4 million in the three months ended March 31, 2023. Net loss margin was 1.3% compared to net loss margin of 3.4% the three months ended March 31, 2023. The decrease in net loss was principally driven by growth in our Leasing and Valuation and other service lines as well as the impact of our cost savings initiatives. In addition, a loss on debt extinguishment incurred in the first quarter of 2023 contributed to the larger net loss in the prior year period. These favorable trends were partially offset by declines in Services.

Adjusted EBITDA of \$78.1 million increased \$17.2 million or 28% compared to the prior year period, driven by the same factors impacting Net loss above, with the exception of the loss on debt extinguishment incurred in the prior year period. Adjusted EBITDA margin, measured against service line fee revenue, of 5.2% expanded 117 basis points from the first quarter of 2023.

## **Segment Results**

We report our operations through the following segments: (1) Americas, (2) EMEA and (3) APAC. The Americas consists of operations located in the United States, Canada and key markets in Latin America. EMEA includes operations in the United Kingdom, France, Netherlands and other markets in Europe and the Middle East. APAC includes operations in Australia, Singapore, China and other markets in the Asia Pacific region.

For segment reporting, Service line fee revenue represents revenue for fees generated from each of our service lines. Gross contract reimbursables reflects revenue from clients which have substantially no margin. Our measure of segment profitability, Adjusted EBITDA, excludes the effects of financings, income taxes and depreciation and amortization, as well as unrealized loss on investments, net, integration and other costs related to merger, acquisition related costs and efficiency initiatives, cost savings initiatives, CEO transition costs, servicing liability fees and amortization, certain legal and compliance matters, and other non-recurring items.

**Americas Results**

The following table summarizes our results of operations by our Americas segment for the three months ended March 31, 2024 and 2023 (in millions):

	Three Months Ended March 31,			% Change in Local Currency	
	2024	2023	% Change in USD		
<b>Revenue:</b>					
Services	\$ 599.4	\$ 628.4	(5) %	(5) %	
Leasing	299.5	295.4	1 %	1 %	
Capital markets	111.1	118.8	(6) %	(7) %	
Valuation and other	35.4	33.0	7 %	8 %	
Total service line fee revenue <sup>(1)</sup>	1,045.4	1,075.6	(3) %	(3) %	
Gross contract reimbursables <sup>(2)</sup>	575.6	644.4	(11) %	(11) %	
<b>Total revenue</b>	<b>\$ 1,621.0</b>	<b>\$ 1,720.0</b>	<b>(6) %</b>	<b>(6) %</b>	
<b>Costs and expenses:</b>					
Americas Fee-based operating expenses	\$ 993.1	\$ 1,029.4	(4) %	(3) %	
Cost of gross contract reimbursables	575.6	644.4	(11) %	(11) %	
<b>Segment operating expenses</b>	<b>\$ 1,568.7</b>	<b>\$ 1,673.8</b>	<b>(6) %</b>	<b>(6) %</b>	
Net loss	\$ (16.8)	\$ (40.5)	(59) %	(59) %	
<b>Adjusted EBITDA</b>	<b>\$ 64.4</b>	<b>\$ 56.7</b>	<b>14 %</b>	<b>14 %</b>	

<sup>(1)</sup> Service line fee revenue represents revenue for fees generated from each of our service lines.

<sup>(2)</sup> Gross contract reimbursables reflects revenue from clients which have substantially no margin.

**Americas: Three months ended March 31, 2024 compared to the three months ended March 31, 2023**

Americas revenue in the first quarter of 2024 was \$1.6 billion, a decrease of \$99.0 million or 6% from the first quarter of 2023. This decline was principally driven by lower Services and Gross contract reimbursables revenue which were down 5% and 11% primarily due to changes in client mix. In addition, volatility and uncertainty in the interest rate environment continued to challenge investment sales activity resulting in a decline in Capital markets revenue of 6%. Partially offsetting these declines was growth in Leasing and Valuation and other revenue of 1% and 7%, respectively.

Fee-based operating expenses of \$1.0 billion decreased 4% principally due to lower sub-contractor costs and lower third-party consumable costs associated with revenue decreases in Services, as well as our cost savings initiatives.

Adjusted EBITDA of \$64.4 million increased \$7.7 million or 14%, primarily driven growth in our Leasing and Valuation and other service lines, as well as our cost savings initiatives. These trends were partially offset by declines in our Services and Capital markets service lines.

### EMEA Results

The following table summarizes our results of operations by our EMEA segment for the three months ended March 31, 2024 and 2023 (in millions):

	Three Months Ended March 31,				% Change in Local Currency
	2024	2023	% Change in USD		
<b>Revenue:</b>					
Services	\$ 81.0	\$ 86.8	(7) %		(9) %
Leasing	53.7	40.3	33 %		30 %
Capital markets	15.6	13.6	15 %		12 %
Valuation and other	43.6	42.2	3 %		1 %
Total service line fee revenue <sup>(1)</sup>	193.9	182.9	6 %		3 %
Gross contract reimbursables <sup>(2)</sup>	28.5	22.3	28 %		24 %
<b>Total revenue</b>	<b>\$ 222.4</b>	<b>\$ 205.2</b>	<b>8 %</b>		<b>6 %</b>
<b>Costs and expenses:</b>					
EMEA Fee-based operating expenses	\$ 185.6	\$ 186.1	0 %		(2) %
Cost of gross contract reimbursables	28.5	22.3	28 %		24 %
<b>Segment operating expenses</b>	<b>\$ 214.1</b>	<b>\$ 208.4</b>	<b>3 %</b>		<b>1 %</b>
Net loss	\$ (10.5)	\$ (24.3)	(57) %		(53) %
Adjusted EBITDA	\$ 9.0	\$ (2.1)	n.m.		n.m.

*n.m. not meaningful*

<sup>(1)</sup> Service line fee revenue represents revenue for fees generated from each of our service lines.

<sup>(2)</sup> Gross contract reimbursables reflects revenue from clients which have substantially no margin.

### EMEA: Three months ended March 31, 2024 compared to the three months ended March 31, 2023

EMEA revenue in the first quarter of 2024 was \$222.4 million, an increase of \$17.2 million or 8% from the first quarter of 2023. Excluding the favorable impact of foreign currency of \$5.0 million, EMEA revenue increased 6% on a local currency basis. The increase was principally driven by growth in Leasing and Capital markets revenue which were up 30% and 12%, respectively, on a local currency basis, due to more favorable market conditions than the first quarter of 2023 driving momentum in trading across most markets. Gross contract reimbursables revenue also increased 24%, on a local currency basis, driven by changes in client mix. Partially offsetting these increases was a decline in Services revenue of 9%, on a local currency basis, due to declines in project management.

Fee-based operating expenses of \$185.6 million decreased 2% on a local currency basis principally due to lower third-party consumable costs associated with revenue decreases in Services.

Adjusted EBITDA of \$9.0 million increased \$11.1 million compared to the first quarter of 2023, primarily driven by increases in transactions-based revenue and our cost savings initiatives.

### APAC Results

The following table summarizes our results of operations by our APAC segment for the three months ended March 31, 2024 and 2023 (in millions):

	Three Months Ended March 31,				% Change in Local Currency
	2024	2023	% Change in USD		
<b>Revenue:</b>					
Services	\$ 190.8	\$ 181.6	5 %		7 %
Leasing	28.5	26.8	6 %		10 %
Capital markets	14.9	10.4	43 %		52 %
Valuation and other	24.1	26.7	(10) %		(6) %
Total service line fee revenue <sup>(1)</sup>	258.3	245.5	5 %		8 %
Gross contract reimbursables <sup>(2)</sup>	83.1	78.6	6 %		8 %
<b>Total revenue</b>	<b>\$ 341.4</b>	<b>\$ 324.1</b>	<b>5 %</b>		<b>8 %</b>
<b>Costs and expenses:</b>					
APAC Fee-based operating expenses	\$ 255.0	\$ 247.0	3 %		6 %
Cost of gross contract reimbursables	83.1	78.6	6 %		9 %
<b>Segment operating expenses</b>	<b>\$ 338.1</b>	<b>\$ 325.6</b>	<b>4 %</b>		<b>7 %</b>
Net loss	\$ (1.5)	\$ (11.6)	(87) %		(86) %
Adjusted EBITDA	\$ 4.7	\$ 6.3	(25) %		(25) %

<sup>(1)</sup> Service line fee revenue represents revenue for fees generated from each of our service lines.

<sup>(2)</sup> Gross contract reimbursables reflects revenue from clients which have substantially no margin.

### APAC: Three months ended March 31, 2024 compared to the three months ended March 31, 2023

APAC revenue in the first quarter of 2024 was \$341.4 million, an increase of \$17.3 million from the first quarter of 2023. Excluding the unfavorable impact of foreign currency of \$8.3 million, APAC revenue increased 8% on a local currency basis. The increase was principally driven by growth in Leasing and Capital markets revenue which were up 10% and 52%, respectively, on a local currency basis, due to more favorable market conditions than the first quarter of 2023. Services revenue also increased 7%, on a local currency basis, due to increases in facilities management and project management. Partially offsetting these increases was a decline in Valuation and other revenue of 6% on a local currency basis.

Fee-based operating expenses of \$255.0 million increased 6% on a local currency basis principally due to higher third-party consumable costs, partially offset by lower sub-contractor costs and our cost savings initiatives.

Adjusted EBITDA of \$4.7 million decreased \$1.6 million or 25% compared to the first quarter of 2023, primarily driven by increased operating expenses, partially offset by growth in transactions-based revenue and our cost savings initiatives.

## Liquidity and Capital Resources

Our primary sources of liquidity are cash flows from operations, available cash reserves, debt capacity under our Revolver and funding from our A/R Securitization. Our primary uses of liquidity are operating expenses, acquisitions, investments and debt payments.

While macroeconomic challenges and uncertainty continue to be present, we believe that we have maintained sufficient liquidity to satisfy our working capital and other funding requirements, including capital expenditures, and expenditures for human capital and contractual obligations, with operating cash flow and cash on hand and, as necessary, borrowings under our Revolver or funding from our A/R Securitization. We continually evaluate opportunities to obtain, retire or restructure our debt, credit facilities or financing arrangements for strategic reasons or to obtain additional financing to fund investments, operations and obligations to further strengthen our financial position.

We have historically relied on our operating cash flow to fund our working capital needs and ongoing capital expenditures on an annual basis. Our operating cash flow is seasonal—typically lowest in the first quarter of the year, when revenue is lowest, and greatest in the fourth quarter of the year, when revenue is highest. The seasonal nature of our operating cash flow can result in a mismatch with funding needs, which we manage using available cash on hand and, as necessary, borrowings under our Revolver or funding from our A/R Securitization.

In the absence of a large strategic acquisition or other extraordinary events, we believe our cash on hand, cash flow from operations and availability under our Revolver will be sufficient to meet our anticipated cash requirements for the foreseeable future, and at a minimum for the next 12 months. We may seek to take advantage of opportunities to refinance existing debt instruments, as we have done in the past, with new debt instruments at interest rates, maturities and terms we consider attractive. In April 2024, we amended the 2018 Credit Agreement, under materially the same terms, to reprice \$1.0 billion of the Company's Term Loans due in 2030, reducing the applicable interest rate on the 2030 Tranche-2 by 25 basis points from 1-month Term SOFR plus 4.00% to 1-month Term SOFR plus 3.75%.

As of March 31, 2024, the Company had \$1.7 billion of liquidity, consisting of cash and cash equivalents of \$0.6 billion and availability on our undrawn Revolver of \$1.1 billion.

As a professional services firm, funding our operating activities is not capital intensive. Total capital expenditures for the three months ended March 31, 2024 were \$10.5 million.

### Off-Balance Sheet Arrangements

The Company is party to an off-balance sheet revolving A/R Securitization, whereby we continuously sell eligible trade receivables to an unaffiliated financial institution. Receivables are derecognized from our balance sheet upon sale, for which we receive cash payment and record a deferred purchase price receivable which is realized after collection of the underlying receivables. This program also provides funding from a committed purchaser against receivables sold into the program with a maximum facility limit of \$200.0 million. As of March 31, 2024, the Company had aggregate capital outstanding under this facility of \$100.0 million. This amount was repaid in full in April 2024. The A/R Securitization expires on June 19, 2026, unless extended or an earlier termination event occurs. Refer to Note 13: Accounts Receivable Securitization of the Notes to the Condensed Consolidated Financial Statements for further information.

### Cash Flow Summary

Cash Flow Summary	Three Months Ended March 31,	
	2024	2023
Net cash used in operating activities	\$ (125.1)	\$ (221.5)
Net cash (used in) provided by investing activities	(10.8)	73.3
Net cash used in financing activities	(72.9)	(42.8)
Effects of exchange rate fluctuations on cash, cash equivalents and restricted cash	(6.6)	2.5
Total change in cash, cash equivalents and restricted cash	\$ (215.4)	\$ (188.5)

### Operating Activities

We used \$125.1 million of cash in operating activities during the three months ended March 31, 2024, a decrease of \$96.4 million compared to the three months ended March 31, 2023. For the three months ended March 31, 2024,

we used net working capital for operations of \$156.0 million, a decrease of \$87.0 million compared to the three months ended March 31, 2023. The reduction in our use of net working capital was principally driven by decreases in trade receivables as a result of higher cash collections during the first quarter of 2024, lower cash payments of accounts payable, and a higher employee medical claims accrual. In addition, the decrease in cash flows used in operating activities was driven by a \$47.6 million decline in net loss.

*Investing Activities*

We used \$10.8 million of cash in investing activities during the three months ended March 31, 2024, which primarily represents capital expenditures of \$10.5 million. This is compared to cash provided by investing activities of \$73.3 million during the three months ended March 31, 2023, which was primarily driven by \$90.0 million in capital funding from the facility limit secured by our A/R Securitization, offset by capital expenditures of \$10.0 million and investments in equity securities of \$4.8 million.

*Financing Activities*

We used \$72.9 million of cash in financing activities during the three months ended March 31, 2024, an increase of \$30.1 million from the three months ended March 31, 2023, primarily driven by repayment of borrowings under our 2018 Credit Agreement of \$55.0 million, partially offset lower net settlement of equity awards for payment of employee related taxes. In addition, we paid debt issuance costs of \$23.5 million in the first quarter of 2023.

**Item 3. Quantitative and Qualitative Disclosures About Market Risk**

**Market and Other Risk Factors**

*Market Risk*

The principal market risks we are exposed to are:

- i. interest rates on debt obligations; and
- ii. foreign exchange risk.

We manage these risks primarily by managing the amount, sources and duration of our debt funding and by using various derivative financial instruments such as interest rate swaps or foreign currency contracts. We enter into derivative instruments with trusted and diverse counterparties to reduce credit risk. These derivative instruments are strictly used for risk management purposes and, accordingly, are not used for trading or speculative purposes.

*Interest Rate Risk*

We are exposed to interest rate volatility with regard to the Term Loans and any borrowings we draw under the Revolver.

The Term Loans bear interest at a variable rate that the Company may select per the terms of the 2018 Credit Agreement. As of March 31, 2024, we elected to use an annual rate equal to (i) 1-month Term SOFR, plus 0.11% (which sum is subject to a minimum floor of 0.00%), plus 2.75% for the 2025 Tranche, (ii) 1-month Term SOFR, plus 0.10% (which sum is subject to a minimum floor of 0.50%), plus 3.25% for the 2030 Tranche-1 and (iii) 1-month Term SOFR (subject to a minimum floor of 0.50%), plus 4.00% for the 2030 Tranche-2. Our 2028 Notes and 2031 Notes bear interest at annual fixed rates of 6.75% and 8.88%, respectively. In April 2024, the Company repriced the 2030 Tranche-2, reducing the applicable interest rate to 1-month Term SOFR plus 3.75%.

We manage this interest rate risk by entering into derivative financial instruments such as interest rate swap agreements to attempt to hedge the variability of future interest payments driven by fluctuations in interest rates. We continually assess interest rate sensitivity to estimate the impact of rising short-term interest rates on our variable rate debt. Our interest rate risk management strategy is focused on limiting the impact of interest rate changes on earnings and cash flows to lower our overall borrowing costs.

*Foreign Exchange Risk*

Our foreign operations expose us to fluctuations in foreign exchange rates. These fluctuations may impact the value of our cash receipts and payments in terms of USD, our reporting currency. Refer to the discussion of international operations included in "Management's Discussion and Analysis of Financial Condition and Results of Operations" for further detail.

Our foreign exchange risk management strategy is achieved by establishing local operations in the markets that we serve, invoicing customers in the same currency in which costs are incurred and the use of derivative financial instruments such as foreign currency forward contracts. Translating expenses incurred in foreign currencies into USD offsets the impact of translating revenue earned in foreign currencies into USD. We enter into forward foreign currency exchange contracts to manage currency risks associated with intercompany transactions and cash management.

Refer to Note 8: Derivative Financial Instruments and Hedging Activities of the Notes to the Condensed Consolidated Financial Statements for additional information about interest rate and foreign currency risks managed through derivative activities and notional amounts of underlying hedged items.

#### **Item 4. Controls and Procedures**

##### ***Disclosure Controls and Procedures***

Rules 13a-15 and 15d-15 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), require that we conduct an evaluation of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report. This evaluation is designed to ensure that all corporate disclosures are complete and accurate in all material respects. The evaluation is further designed to ensure that all information required to be disclosed in our SEC reports is accumulated and communicated to management to allow timely decisions regarding required disclosures to be recorded, processed, summarized and reported within the time periods and in the manner specified in the SEC's rules and forms. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Our Chief Executive Officer and Chief Financial Officer supervise and participate in this evaluation, and they are assisted by other members of our Disclosure Committee.

We conducted the required evaluation, and our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures (as defined by Exchange Act Rules 13a-15(e) and 15d-15(e)) were effective as of March 31, 2024 to accomplish their objectives with reasonable assurance.

##### ***Changes in Internal Control Over Financial Reporting***

There have been no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, that occurred during the quarter ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II - OTHER INFORMATION**

### **Item 1. Legal Proceedings**

From time to time, we are party to a number of pending or threatened lawsuits arising out of, or incident to, the ordinary course of our business. We are not currently party to any legal proceedings that, if determined adversely to us, we believe would individually or in the aggregate have a material adverse effect on our business, financial condition, results of operations or liquidity.

### **Item 1A. Risk Factors**

There have been no material changes to our risk factors as previously disclosed in our 2023 Annual Report.

### **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

None.

### **Item 3. Defaults Upon Senior Securities**

None.

### **Item 4. Mine Safety Disclosures**

Not applicable.

### **Item 5. Other Information**

#### *Disclosure Channels to Disseminate Information*

Cushman & Wakefield investors and others should note that we announce material information to the public about the Company through a variety of means, including the Company's website, press releases and SEC filings, in order to achieve broad, non-exclusionary distribution of information to the public. We encourage investors and others to review the information we make public, as such information could be deemed to be material information.

#### *Insider Trading Arrangements*

During the fiscal quarter ended March 31, 2024, none of our directors or officers subject to Section 16 of the Exchange Act adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act and/or any "non-Rule 10b5-1 trading arrangement" (as defined in Item 408(c) of Regulation S-K).

**Item 6. Exhibits****EXHIBIT INDEX**

Exhibit Number	Description of Exhibit	Method of Filing
<a href="#">10.1</a>	Amendment No. 7 to the Credit Agreement, dated as of April 9, 2024, among Cushman & Wakefield U.S. Borrower, LLC, DTZ UK Guarantor Limited, JPMorgan Chase Bank, N.A. as administrative agent, and other Lenders party thereto.	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on April 9, 2024
<a href="#">10.2</a>	Offer Letter, effective as of July 1, 2023, by and between Cushman & Wakefield Global, Inc. and Noelle Perkins*	Filed herewith
<a href="#">10.3</a>	Form of 2024 Performance-Vested RSU Agreement – Selected Executive Officers*	Filed herewith
<a href="#">10.4</a>	Form of 2024 Performance-Vested RSU Agreement – Senior Leaders*	Filed herewith
<a href="#">10.5</a>	Form of 2024 Time-Vested RSU Agreement*	Filed herewith
<a href="#">10.6</a>	Form of Deed of Indemnity for Directors*	Filed herewith
<a href="#">10.7</a>	Form of Non-Executive Director Appointment Letter*	Filed herewith
<a href="#">31.1</a>	Certification by Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934 and Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
<a href="#">31.2</a>	Certification by Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934 and Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
<a href="#">32.1</a>	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished herewith
<a href="#">32.2</a>	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished herewith
101.INS	Inline XBRL Instance Document	
101.SCH	Inline XBRL Taxonomy Extension Schema Document	
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	
104	Inline XBRL Cover Page Interactive Data File (included in Exhibit 101)	

\*Indicates management contract or compensatory plan or arrangement.

**Signatures**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**CUSHMAN & WAKEFIELD PLC**

Date: April 29, 2024

/s/ Neil Johnston

Neil Johnston

Chief Financial Officer (Authorized Signatory and Principal  
Financial and Accounting Officer)



April 6, 2023

**Updated offer letter to reflect start date of July 1, 2023**

Noelle Perkins  
Via email

Dear Noelle:

We are impressed with your skills and attributes and are confident you will contribute to our mission to define what's next in the world of corporate real estate. We hope you are energized by the opportunity to grow while partnering with talented colleagues in solving some of the most complex issues in real estate today. This letter confirms the terms we are pleased to offer you:

- **Title:** Executive Vice President, General Counsel and Corporate Secretary
- **Manager:** John Forrester, Global Chief Executive Officer
- **Primary Location:** 225 West Wacker Drive, Suite 3000, Chicago, IL
- **Employing Entity:** Cushman and Wakefield Global, Inc.
- **Proposed Start Date:** July 1, 2023

The employment relationship will continue as long as we mutually agree, and may be terminated by either party, without notice, if either party so desires consistent with the at-will nature of the employment relationship. This letter does not constitute a contract of employment.

**Please sign and return this letter to reconfirm your commitment to join Cushman & Wakefield with a start date of July 1, 2023 by April 7, 2023.**

**COMPENSATION**

Your annual salary will be \$580,000, paid on a Bi-weekly basis, less appropriate withholdings, and deductions. This position is an exempt position for purposes of the Fair Labor Standards Act.

**INCENTIVE COMPENSATION**

You will also be eligible for our annual incentive plan. Your target bonus is 90% of your salary, which will be prorated for partial service in a year. Bonuses are dependent on Company, business unit and individual performance against your goals and objectives and are subject to the discretion and approval of the Company. You must be employed on the payout date to be eligible to receive the payment, as allowed by state or federal law.

**ANNUAL EQUITY AWARD**

You will be eligible for an equity award aligned with your job level and performance. Equity awards are subject to approval from the Board of Directors and depend on Company, business unit and individual performance against goals and objectives. Annual equity awards, if any, are generally awarded in March each year; you will be eligible to receive a target equity grant equivalent to \$900,000. As an

executive officer of Cushman & Wakefield, your equity will consist of 50% time-based restricted stock units (RSUs) vesting 1/3 per year over three years and 50% performance-based stock units (PSUs) with a 3 year cliff vesting, subject to change at the Board's discretion. The amount of this grant may vary year to year based on your performance, the company's performance, and at the discretion of the Board of Directors. The Company reserves the right to change the terms of these awards at any time.

#### **SIGNING BONUS – EQUITY**

Subject to approval from the Board of Directors or its delegates, within two months of your commencement date you will also receive a one-time grant of an equal quantity (50%/50%) of time based RSUs vesting 1/3 per year over three years and performance-based RSUs with a 3 year cliff vesting with a total grant date fair value of \$1,500,000. The Company reserves the right to change the terms of these awards at any time.

#### **SIGNING BONUS**

You will also receive a lump-sum signing bonus totaling \$300,000 less applicable taxes and deductions as soon as administratively feasible on or around the last pay period in May of 2023 (This timing may shift if your start date is later than anticipated.)

If your employment with the Company terminates within 12 months of the effective date of employment (the "Retention Period") a) by the Company for cause, or b) by you for any reason other than your death or Disability (as defined by our Long Term Disability plan), you agree to immediately repay the Company the full \$300,000. If you fail to repay, you also agree the Company may deduct any amount due under this agreement from any final wages, severance which you may be entitled, accrued unused Paid Time Off, commissions, bonus, or other compensation due upon termination, unless prohibited by law. You also agree to pay all attorney fees if the Company undertakes collection procedures.

#### **BENEFITS**

Full-time employees and part-time employees working at least 30 hours, on average, have access to Company-provided benefits as defined by the applicable summary plan descriptions and Company Policies. Explore plan options here by selecting "Cushman & Wakefield Employees" and review costs and other details in the brochures below:

##### **1. 2023 Benefits Brochures: Full Time Employee / Full-time Temporary Employee**

The Company reserves the right to modify any of its benefits, including the health and welfare plan, any time at the Company's sole discretion and without prior notice.

#### **CONFIDENTIALITY**

The protection of confidential information and trade secrets is essential for both the company's and employees' future security. To protect such information, employees may not disclose any trade secrets or confidential information (defined further in the Company's policies). The Company's Confidentiality Policy is an ongoing obligation, even after employment with the Company terminates. Therefore, you agree for a period of twelve (12) months following the termination of your employment relationship with the Company, subject to applicable law, you will observe and honor the terms and conditions of our Confidentiality and Non-Solicitation Policy.

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## **PRIOR EMPLOYMENT OBLIGATIONS**

The Company recognizes you may have information belonging to another company or entity, including any prior or current employer. The Company specifically requests you do not use, upload, copy or bring with you any information from any other company or entity, including any current or prior employer. Any violations of this request may result in discipline, up to and including termination.

## **ADDITIONAL TERMS**

This offer and your continued employment with us are contingent upon the following terms and conditions:

- Submission and review of documents that verify your eligibility for employment in the United States; please be aware the Company participates in the E-Verify employment eligibility verification system
- The truthfulness of the representations you have made during the interview process and completion and outcome of our background check process which varies by role and client, but may include and not be limited to education, employment, credential, criminal and motor vehicle checks; additional employment screenings may be requested at any point during employment due to placement at an account requiring client-specific screening
- You have and retain any valid and unrestricted licenses and designations required for this position
- Your agreement to abide by all policies, practices, and procedures of the Company, which are subject to change at any time in the sole discretion of the Company
- You stay in full compliance with our Company's COVID-19 related protocols.
- Your acknowledgement you have reviewed the below document and will comply with them after employment:
  - Global Code of Business Conduct
  - Confidentiality & Non-Solicitation Policy

Your signature on this offer letter indicates your acknowledgment and acceptance of the provisions set forth above as the full and complete statement of the terms and conditions of your employment with the Company. Any changes to the terms and conditions set forth in this letter must be in writing and signed by both parties.

Congratulations on your offer. We hope you agree this position, dynamic work environment and competitive total rewards package create an extraordinary opportunity for you now and in the future. If you have a disability and would like to request an accommodation for this position, please email [HRServices@cushwake.com](mailto:HRServices@cushwake.com). If you have any other questions, please contact me. We look forward to your response.

Regards,

Holly Tyson  
EVP & Chief People Officer  
Cushman & Wakefield

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/s/ Noelle Perkins

Noelle Perkins

4-6-23

Date

**AMENDED & RESTATED CUSHMAN & WAKEFIELD PLC  
2018 OMNIBUS MANAGEMENT SHARE AND CASH INCENTIVE PLAN**

**2024 PERFORMANCE-VESTED RESTRICTED STOCK UNIT  
GRANT AGREEMENT – SELECTED EXECUTIVE OFFICERS**

THIS AGREEMENT, made as of [\_\_], 2024 (the “Agreement”), by and between Cushman & Wakefield plc (“C&W”), and [\_\_] (the “Participant”).

WHEREAS, C&W has adopted the Amended & Restated Cushman & Wakefield plc 2018 Omnibus Management Share and Cash Incentive Plan (as such may be amended from time to time, the “Plan”) to promote the interests of the Company and its shareholders by providing certain employees, consultants or independent contractors of the Company with incentives and rewards to encourage them to continue in the service of the Company; and

WHEREAS, Section 7 of the Plan provides for the grant of Other Share-Based Awards, including restricted stock units or “RSUs”.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of RSUs. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, C&W hereby grants to the Participant [\_\_] Performance-Vested RSUs. Each RSU represents the right to receive one Ordinary Share subject to the terms of this Agreement and the Plan.

2. Grant Date. The “Grant Date” of the RSUs hereby granted is [\_\_].

3. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan.

4. Vesting and Settlement.

(a) Vesting. The “Performance-Vested RSUs” will vest based on (i) satisfaction of the performance targets during each applicable three-year performance period, as set forth in Exhibit A, and (ii) the Participant’s continuing Employment throughout such applicable performance period and through the third anniversary of the Grant Date. Of the Participant’s Performance-Vested RSUs, [\_\_] will be subject to a “[\_\_\_\_\_]” performance target and [\_\_] will be subject to a “[\_\_\_\_\_]” performance target, as provided in Exhibit A. The Performance-Vested RSUs subject to the [\_\_\_\_\_] performance target will vest from [\_\_]% to [\_\_]% and the Performance-Vested RSUs subject to the [\_\_\_\_\_] performance target will vest from [\_\_]% to [\_\_]%, as provided in Exhibit A.

(i) *Termination of Employment due to Death or Disability.* Subject to the terms of this Agreement, in the event the Participant's Employment is terminated due to the Participant's death or Disability, the Performance-Vested RSUs shall vest immediately as of such termination at the Target level of performance; provided, however that if such termination of Employment occurs prior to the first anniversary of the Grant Date, the number of Performance-Vested RSUs that vest will be prorated for the number of completed months of Employment since the Grant Date, divided by 36.

(ii) *Change in Control.* In the event that, in connection with a Change in Control, the acquirer does not assume the Performance-Vested RSUs and the obligations hereunder on substantially the same or equitably adjusted terms, the Performance-Vested RSUs will vest as of immediately prior to such Change in Control, subject to the Participant's continuing Employment through such vesting event, at the performance levels set forth in Exhibit A.

(b) *Settlement.* Subject to all the terms and conditions set forth in this Agreement and the Plan, settlement of the vested RSUs shall be in Ordinary Shares and shall occur no later than sixty (60) days following the applicable vesting date (such date, the "Settlement Date"). Notwithstanding the foregoing, subject to the consent of the Company and the Participant's eligibility to participate in and satisfaction of any other requirements of any Company plan providing for the deferral of income, the Participant may elect to defer settlement of any RSUs for an additional period beyond the Settlement Date described in the preceding sentence (in which case, the date to which settlement is deferred shall be the Settlement Date).

5. Rights as Shareholder. Upon and following the Settlement Date and the entry of such settlement on the books of C&W or its transfer agents or registrars, the Participant shall be the record owner of the Ordinary Shares and shall be entitled to all of the rights of a shareholder of C&W, including the right to vote such Ordinary Shares and receive any dividends or other distributions thereafter paid with respect to such Ordinary Shares.

6. Forfeiture. RSUs that have not become vested as of the date the Participant's Employment terminates and all RSUs, whether or not vested, in the event of termination for Cause, shall immediately be forfeited on such date, and the Participant shall have no further rights with respect thereto.

7. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, until the Settlement Date, the RSUs or the rights represented thereby may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of. No purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal, the RSUs will be forfeited by the Participant and all of the Participant's rights to such RSUs shall immediately terminate without any payment or consideration from the Company.

8. Restrictive Covenants.

(a) Unless otherwise determined by the Committee in its sole discretion, by accepting the RSUs, the Participant acknowledges that the Participant is bound by the following restrictive covenants (the "Restrictive Covenants"); provided that the Restrictive Covenants in Section 8(a)(iii) and 8(a)(iv) below shall not apply if: (i) the Participant lives or resides in California; or (ii) otherwise prohibited by applicable law:

- (i) Except to the extent (A) expressly authorized in writing by the Company or (B) required by law or any legal process, the Participant shall not at any time during the Participant's Employment with the Company or following the date the Participant's Employment terminates use, disseminate, disclose or divulge to any person or to any firm, corporation, association or other business entity, Confidential Information (as defined in Section 20) or proprietary Trade Secrets (as defined in Section 20) of the Company or any of its Affiliates;
- (ii) The Participant shall not at any time during the Participant's Employment with the Company or following the date the Participant's Employment terminates make any derogatory, disparaging or negative statements, orally, written or otherwise, against the Company or any of its Affiliates or any of their respective directors, officers and employees;
- (iii) During the Non-Compete Period (as defined in Section 20), the Participant shall not (A) become employed in any capacity by, or become an officer, employee, director, agent, consultant, shareholder or partner of, or perform any services for, or otherwise hold an interest (other than the ownership of less than 5% of the stock or other equity interests of a publicly traded firm or corporation) in, any Competitor (as defined in Section 20) of the Company or (B) directly or indirectly, on his or her own behalf or on behalf of any other person or entity, including any Competitor of the Company or any of its Affiliates, engage in any business transaction or relationship or perform any services in any material way competitive with the Company with or for a client or prospective client of the Company; and
- (iv) During the Non-Solicit Period (as defined in Section 20), the Participant shall not directly or indirectly, on his or her own behalf or on behalf of any other person or entity, (A) solicit or hire, attempt to solicit or hire, or assist any other person in soliciting or hiring any employee, agent or contractor of the Company or any of its Affiliates or induce any employee, agent or contractor of the Company or any of its Affiliates to terminate his or her Employment or cease doing business with the Company or any of its Affiliates for any reason whatsoever, or (B) interfere with any business relationship between the Company or any of its Affiliates and any client or prospective client of the Company or any of its Affiliates or induce any client or prospective client to discontinue any business relationship with the Company or any of its Affiliates or to refrain from entering into a business relationship or transaction with the Company or any of its Affiliates.

(b) If at any time the Committee reasonably believes that the Participant has breached any of the applicable Restrictive Covenants, the Committee may suspend the vesting or settlement of Participant's RSUs pending a good faith determination by the Committee of whether any such Restrictive Covenant has been breached, it being understood that such suspension shall not cause the settlement to be delayed beyond the last date that settlement may occur pursuant to Section 4(b) hereof. If the Committee determines in good faith that the Participant has breached any such Restrictive Covenants, the Participant shall immediately forfeit any outstanding unvested or vested but unsettled RSUs and shall deliver to the Company (or take all steps necessary to effectuate the delivery of), no later than five (5) days following such determination, any Ordinary Shares issued upon the settlement of the Participant's RSUs and any proceeds resulting from the sale or other disposition (including to the Company) of Ordinary Shares issued upon settlement of the Participant's RSUs. Notwithstanding the foregoing, the Participant acknowledges and agrees that the Company's remedies at law for a breach or threatened breach may be inadequate and the Company may suffer significant harm and irreparable damages as a result of a breach or threatened breach. In recognition of this fact, the Participant agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company may seek to obtain equitable relief with respect to the Participant's RSUs in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy that may then be available. The remedies under this Agreement are without prejudice to the Company's right to seek any other remedy to which it may be entitled at law or in equity.

(c) The Restrictive Covenants shall apply to the Participant to the maximum extent permitted in the applicable jurisdiction. Should a court of competent jurisdiction determine that the scope of any provision of this Section 8 is too broad to be enforced as written, the Participant hereby authorizes the court or other legal body to reform the provision to such narrower scope as it determines to be reasonable and enforceable and the parties intend that the affected provision be enforced as so amended.

#### 9. Taxes.

(a) *Liability for Tax-Related Items.* Except to the extent prohibited by law, the Participant acknowledges that the Participant is ultimately liable and responsible for any and all income taxes (including federal, state, local and other income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the RSUs, regardless of any action the Company takes with respect to such Tax-Related Items. The Participant further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Item in connection with any aspect of the RSUs, including the grant and vesting of the RSUs, or the subsequent sale of Ordinary Shares and (ii) does not commit, and is under no obligation, to structure the terms of the RSUs or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result.

(b) *Payment of Withholding Taxes.* Notwithstanding any contrary provision of this Agreement, no Ordinary Shares shall be issued unless and until satisfactory arrangements (as determined by the Committee) have been made by the Participant with respect to the payment of

any taxes which the Committee determines must be withheld with respect to such Ordinary Shares.

10. Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement which reduces the Participant's rights hereunder will be valid unless the same is agreed to in writing by the parties hereto. This Agreement, together with the Plan, represent the entire agreement between the parties with respect to the RSUs. The failure of the Company or Committee to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof.

11. Policy Against Insider Trading; Clawback Policy. By accepting the RSUs, the Participant acknowledges that the Participant is bound by and shall comply with all the terms and conditions of the Company's insider trading policy as may be in effect from time to time and that this award is subject to forfeiture under any clawback policy of the Company as may be in effect from time to time.

12. Data Privacy Consent. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSU grant materials by the Company for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any Ordinary Shares or directorships held in the Company or any of its Affiliates, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Participant's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that Personal Data will be held only as long as is necessary or appropriate to implement, administer and manage the Participant's participation in the Plan. Further, the Participant understands that the Participant is providing the consents herein on a purely voluntary basis.

13. Successors and Assigns. The Company may assign any of its rights under this Agreement without the consent of the Participant. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiary, if applicable.

14. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

15. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the provisions governing conflict of laws.

18. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the RSUs subject to all of the terms and conditions of the Plan and this Agreement. The Participant hereby acknowledges that all decisions, determinations and interpretations of the Board of Directors, or a committee thereof, in respect of the Plan, this Agreement and the RSUs shall be final and conclusive. The Participant acknowledges that there may be adverse tax consequences upon disposition of the underlying shares and that the Participant should consult a tax advisor prior to such disposition.

19. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payment and benefits provided under this Agreement comply with, or are otherwise exempt from, Section 409A of the Code, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

20. Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) **"Cause"** shall mean, unless otherwise defined in an effective employment agreement with the Participant as of the date of termination, in which case such definition shall govern: (i) the Participant's dishonesty, fraud, or misrepresentation to the Company or any third party; (ii) violation of (or refusal to comply with) the terms of the Participant's offer letter or service agreement with the Company, the agreements governing the Participant's equity awards (if any), including this Agreement, any material instructions from management, or the policies, rules or regulations of the Company applicable to the Participant, as may be amended from time to time; or (iii) any indictment of, or plea of guilty or no contest by, the Participant to a felony or any crime involving moral turpitude.

(b) *Commercial Real Estate Services* shall mean those services of the type provided by the Company, including but not limited to the leasing, sales, development, property management, facilities management, consulting, mortgage origination and servicing, valuation and appraisal services, real estate related structured finance and debt and investment management delivered to occupiers, owners, lenders and investors in office, retail, industrial, multi-family and other commercial real estate assets.

(c) *Competitor* shall mean any person or entity who derives or reasonably expects (based upon a preponderance of facts and circumstances) to derive more than 20% of its revenue from one or more Commercial Real Estate Services.

(d) *Confidential Information* shall mean all information regarding the Company or any of its Affiliates, any Company activity or the activity of any of its Affiliates, Company business or the business of any of its Affiliates, or Company customers or the customers of any of its Affiliates that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company or any of its Affiliates, that is not generally disclosed by Company practice or authority to persons not employed by the Company or any of its Affiliates that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential, and shall include, to the extent such information is not a Trade Secret and to the extent material, but not be limited to, product code, product concepts, production techniques, technical information regarding the Company's or any of its Affiliates' products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company or any of its Affiliates' techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company or any of its Affiliates, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company or any of its Affiliates and certain information concerning the strategy, tactics and financial affairs of the Company or any of its Affiliates; provided that Confidential Information shall not include information that has become generally available to the public, other than through a breach by such Participant; and provided, further, that this definition shall not limit any definition of "confidential information" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law. Notwithstanding anything herein or in any other agreement with or policy (including without limitation any code of conduct or employee manual) of the Company, nothing herein or therein is intended to or shall: (i) prohibit the Participant from making reports of possible violations of federal law or regulation (even if the Participant participated in such violations) to, and cooperating with, any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Exchange Act or Section 806 of the Sarbanes-Oxley Act of 2002 or of any other whistleblower protection provisions of state or federal law or regulation; (ii) require notification to or prior approval by the Company of any such reporting or cooperation; or (iii) result in a waiver or other limitation of the Participant's rights and remedies as a whistleblower, including to a monetary award. Notwithstanding the foregoing, the Participant is not authorized (and the above should not be read as permitting the Participant) to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal advice or that are protected by the attorney work product or similar privilege. Furthermore, the Participant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of Trade Secrets that is made (1) in confidence to a federal, state or local government official, either

directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (2) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

(e)     “Disability” when used in connection with the termination of a Participant’s Employment shall mean (i) the inability of the Participant to engage in any substantial gainful activity or (ii) the receipt by the Participant of income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company, in each case by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(f)     “Non-Compete Period” shall mean the period commencing on the Grant Date and ending on the twelve (12)-month anniversary of the date the Participant’s Employment terminates.

(g)     “Non-Solicit Period” shall mean the period commencing on the Grant Date and ending on the twelve (12)-month anniversary of the date the Participant’s Employment terminates.

(h)     “Trade Secrets” shall mean all secret, proprietary or confidential information regarding the Company and any of its Affiliates (which shall mean and include all of the Company’s joint ventures connected by ownership to the Company at any time) or any Company activity that fits within the definition of “trade secrets” under the Uniform Trade Secrets Act or other applicable law, and shall include, but not be limited to, all source codes and object codes for the Company’s software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act; provided that Trade Secrets shall not include information that has become generally available to the public, other than through a breach by such Participant; and provided, further, that this definition shall not limit any definition of “trade secrets” or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

21.     Other Defined Terms. Any terms not otherwise defined in this Agreement shall have the meaning set forth in the Plan.

\* \* \* \* \*

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and the Participant has hereunto signed this Agreement on the Participant's own behalf, thereby representing that the Participant has carefully read and understands and agrees to this Agreement and the Plan as of the day and year first written above.

CUSHMAN & WAKEFIELD PLC

Acknowledged and Accepted:

PARTICIPANT: [\_\_\_\_]

**AMENDED & RESTATED CUSHMAN & WAKEFIELD PLC  
2018 OMNIBUS MANAGEMENT SHARE AND CASH INCENTIVE PLAN**

**2024 PERFORMANCE-VESTED RESTRICTED STOCK UNIT  
GRANT AGREEMENT - GMT**

THIS AGREEMENT, made as of [\_\_], 2024 (the "Agreement"), by and between Cushman & Wakefield plc ("C&W"), and [\_\_] (the "Participant").

WHEREAS, C&W has adopted the Amended & Restated Cushman & Wakefield plc 2018 Omnibus Management Share and Cash Incentive Plan (as such may be amended from time to time, the "Plan") to promote the interests of the Company and its shareholders by providing certain employees, consultants or independent contractors of the Company with incentives and rewards to encourage them to continue in the service of the Company; and

WHEREAS, Section 7 of the Plan provides for the grant of Other Share-Based Awards, including restricted stock units or "RSUs".

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of RSUs. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, C&W hereby grants to the Participant [\_\_] Performance-Vested RSUs. Each RSU represents the right to receive one Ordinary Share subject to the terms of this Agreement and the Plan.

2. Grant Date. The "Grant Date" of the RSUs hereby granted is [\_\_].

3. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan.

4. Vesting and Settlement.

(a) Vesting. The "Performance-Vested RSUs" will vest based on (i) satisfaction of the performance targets during each applicable three-year performance period, as set forth in Exhibit A, and (ii) the Participant's continuing Employment throughout such applicable performance period and through the third anniversary of the Grant Date. Of the Participant's Performance-Vested RSUs, [\_\_]% will be subject to a "[\_\_]" performance target and [\_\_]% will be subject to a "[\_\_]" performance target, as provided in Exhibit A. Each performance target will vest from [\_\_]% to [\_\_]%, as provided in Exhibit A.

(i) Termination of Employment due to Death or Disability. Subject to the terms of this Agreement, in the event the Participant's Employment is terminated due to the Participant's death or Disability, the Performance-Vested RSUs shall vest immediately as of such termination at the Target level of performance; provided,

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however that if such termination of Employment occurs prior to the first anniversary of the Grant Date, the number of Performance-Vested RSUs that vest will be prorated for the number of completed months of Employment since the Grant Date, divided by 36.

(ii) *Change in Control.* In the event that, in connection with a Change in Control, the acquirer does not assume the Performance-Vested RSUs and the obligations hereunder on substantially the same or equitably adjusted terms, the Performance-Vested RSUs will vest as of immediately prior to such Change in Control, subject to the Participant's continuing Employment through such vesting event, at the performance levels set forth in Exhibit A.

(b) *Settlement.* Subject to all the terms and conditions set forth in this Agreement and the Plan, settlement of the vested RSUs shall be in Ordinary Shares and shall occur no later than sixty (60) days following the applicable vesting date (such date, the "Settlement Date"). Notwithstanding the foregoing, subject to the consent of the Company and the Participant's eligibility to participate in and satisfaction of any other requirements of any Company plan providing for the deferral of income, the Participant may elect to defer settlement of any RSUs for an additional period beyond the Settlement Date described in the preceding sentence (in which case, the date to which settlement is deferred shall be the Settlement Date).

5. Rights as Shareholder. Upon and following the Settlement Date and the entry of such settlement on the books of C&W or its transfer agents or registrars, the Participant shall be the record owner of the Ordinary Shares and shall be entitled to all of the rights of a shareholder of C&W, including the right to vote such Ordinary Shares and receive any dividends or other distributions thereafter paid with respect to such Ordinary Shares.

6. Forfeiture. RSUs that have not become vested as of the date the Participant's Employment terminates and all RSUs, whether or not vested, in the event of termination for Cause, shall immediately be forfeited on such date, and the Participant shall have no further rights with respect thereto.

7. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, until the Settlement Date, the RSUs or the rights represented thereby may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of. No purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal, the RSUs will be forfeited by the Participant and all of the Participant's rights to such RSUs shall immediately terminate without any payment or consideration from the Company.

8. Restrictive Covenants.

(a) Unless otherwise determined by the Committee in its sole discretion, by accepting the RSUs, the Participant acknowledges that the Participant is bound by the following restrictive covenants (the "Restrictive Covenants"); provided that the Restrictive Covenants in

Section 8(a)(iii) and 8(a)(iv) below shall not apply if: (i) the Participant lives or resides in California; or (ii) otherwise prohibited by applicable law:

- (i) Except to the extent (A) expressly authorized in writing by the Company or (B) required by law or any legal process, the Participant shall not at any time during the Participant's Employment with the Company or following the date the Participant's Employment terminates use, disseminate, disclose or divulge to any person or to any firm, corporation, association or other business entity, Confidential Information (as defined in Section 20) or proprietary Trade Secrets (as defined in Section 20) of the Company or any of its Affiliates;
- (ii) The Participant shall not at any time during the Participant's Employment with the Company or following the date the Participant's Employment terminates make any derogatory, disparaging or negative statements, orally, written or otherwise, against the Company or any of its Affiliates or any of their respective directors, officers and employees;
- (iii) During the Non-Compete Period (as defined in Section 20), the Participant shall not (A) become employed in any capacity by, or become an officer, employee, director, agent, consultant, shareholder or partner of, or perform any services for, or otherwise hold an interest (other than the ownership of less than 5% of the stock or other equity interests of a publicly traded firm or corporation) in, any Competitor (as defined in Section 20) of the Company or (B) directly or indirectly, on his or her own behalf or on behalf of any other person or entity, including any Competitor of the Company or any of its Affiliates, engage in any business transaction or relationship or perform any services in any material way competitive with the Company with or for a client or prospective client of the Company; and
- (iv) During the Non-Solicit Period (as defined in Section 20), the Participant shall not directly or indirectly, on his or her own behalf or on behalf of any other person or entity, (A) solicit or hire, attempt to solicit or hire, or assist any other person in soliciting or hiring any employee, agent or contractor of the Company or any of its Affiliates or induce any employee, agent or contractor of the Company or any of its Affiliates to terminate his or her Employment or cease doing business with the Company or any of its Affiliates for any reason whatsoever, or (B) interfere with any business relationship between the Company or any of its Affiliates and any client or prospective client of the Company or any of its Affiliates or induce any client or prospective client to discontinue any business relationship with the Company or any of its Affiliates or to refrain from entering into a business relationship or transaction with the Company or any of its Affiliates.

- (b) If at any time the Committee reasonably believes that the Participant has breached any of the applicable Restrictive Covenants, the Committee may suspend the vesting or settlement of Participant's RSUs pending a good faith determination by the Committee of whether any such Restrictive Covenant has been breached, it being understood that such

suspension shall not cause the settlement to be delayed beyond the last date that settlement may occur pursuant to Section 4(b) hereof. If the Committee determines in good faith that the Participant has breached any such Restrictive Covenants, the Participant shall immediately forfeit any outstanding unvested or vested but unsettled RSUs and shall deliver to the Company (or take all steps necessary to effectuate the delivery of), no later than five (5) days following such determination, any Ordinary Shares issued upon the settlement of the Participant's RSUs and any proceeds resulting from the sale or other disposition (including to the Company) of Ordinary Shares issued upon settlement of the Participant's RSUs. Notwithstanding the foregoing, the Participant acknowledges and agrees that the Company's remedies at law for a breach or threatened breach may be inadequate and the Company may suffer significant harm and irreparable damages as a result of a breach or threatened breach. In recognition of this fact, the Participant agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company may seek to obtain equitable relief with respect to the Participant's RSUs in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy that may then be available. The remedies under this Agreement are without prejudice to the Company's right to seek any other remedy to which it may be entitled at law or in equity.

(c) The Restrictive Covenants shall apply to the Participant to the maximum extent permitted in the applicable jurisdiction. Should a court of competent jurisdiction determine that the scope of any provision of this Section 8 is too broad to be enforced as written, the Participant hereby authorizes the court or other legal body to reform the provision to such narrower scope as it determines to be reasonable and enforceable and the parties intend that the affected provision be enforced as so amended.

9. Taxes.

(a) *Liability for Tax-Related Items.* Except to the extent prohibited by law, the Participant acknowledges that the Participant is ultimately liable and responsible for any and all income taxes (including federal, state, local and other income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the RSUs, regardless of any action the Company takes with respect to such Tax-Related Items. The Participant further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Item in connection with any aspect of the RSUs, including the grant and vesting of the RSUs, or the subsequent sale of Ordinary Shares and (ii) does not commit, and is under no obligation, to structure the terms of the RSUs or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result.

(b) *Payment of Withholding Taxes.* Notwithstanding any contrary provision of this Agreement, no Ordinary Shares shall be issued unless and until satisfactory arrangements (as determined by the Committee) have been made by the Participant with respect to the payment of any taxes which the Committee determines must be withheld with respect to such Ordinary Shares.

10. Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement which reduces the Participant's rights hereunder will be valid

unless the same is agreed to in writing by the parties hereto. This Agreement, together with the Plan, represent the entire agreement between the parties with respect to the RSUs. The failure of the Company or Committee to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof.

11. Policy Against Insider Trading; Clawback Policy. By accepting the RSUs, the Participant acknowledges that the Participant is bound by and shall comply with all the terms and conditions of the Company's insider trading policy as may be in effect from time to time and that this award is subject to forfeiture under any clawback policy of the Company as may be in effect from time to time.

12. Data Privacy Consent. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSU grant materials by the Company for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any Ordinary Shares or directorships held in the Company or any of its Affiliates, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Participant's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that Personal Data will be held only as long as is necessary or appropriate to implement, administer and manage the Participant's participation in the Plan. Further, the Participant understands that the Participant is providing the consents herein on a purely voluntary basis.

13. Successors and Assigns. The Company may assign any of its rights under this Agreement without the consent of the Participant. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiary, if applicable.

14. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

15. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the provisions governing conflict of laws.

18. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the RSUs subject to all of the terms and conditions of the Plan and this Agreement. The Participant hereby acknowledges that all decisions, determinations and interpretations of the Board of Directors, or a committee thereof, in respect of the Plan, this Agreement and the RSUs shall be final and conclusive. The Participant acknowledges that there may be adverse tax consequences upon disposition of the underlying shares and that the Participant should consult a tax advisor prior to such disposition.

19. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payment and benefits provided under this Agreement comply with, or are otherwise exempt from, Section 409A of the Code, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

20. Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) **"Cause"** shall mean, unless otherwise defined in an effective employment agreement with the Participant as of the date of termination, in which case such definition shall govern: (i) the Participant's dishonesty, fraud, or misrepresentation to the Company or any third party; (ii) violation of (or refusal to comply with) the terms of the Participant's offer letter or service agreement with the Company, the agreements governing the Participant's equity awards (if any), including this Agreement, any material instructions from management, or the policies, rules or regulations of the Company applicable to the Participant, as may be amended from time to time; or (iii) any indictment of, or plea of guilty or no contest by, the Participant to a felony or any crime involving moral turpitude.

(b) **"Commercial Real Estate Services"** shall mean those services of the type provided by the Company, including but not limited to the leasing, sales, development, property management, facilities management, consulting, mortgage origination and servicing, valuation and appraisal services, real estate related structured finance and debt and investment

management delivered to occupiers, owners, lenders and investors in office, retail, industrial, multi-family and other commercial real estate assets.

(c)     “*Competitor*” shall mean any person or entity who derives or reasonably expects (based upon a preponderance of facts and circumstances) to derive more than 20% of its revenue from one or more Commercial Real Estate Services.

(d)     “*Confidential Information*” shall mean all information regarding the Company or any of its Affiliates, any Company activity or the activity of any of its Affiliates, Company business or the business of any of its Affiliates, or Company customers or the customers of any of its Affiliates that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company or any of its Affiliates, that is not generally disclosed by Company practice or authority to persons not employed by the Company or any of its Affiliates that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential, and shall include, to the extent such information is not a Trade Secret and to the extent material, but not be limited to, product code, product concepts, production techniques, technical information regarding the Company’s or any of its Affiliates’ products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company or any of its Affiliates’ techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company or any of its Affiliates, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company or any of its Affiliates and certain information concerning the strategy, tactics and financial affairs of the Company or any of its Affiliates; provided that Confidential Information shall not include information that has become generally available to the public, other than through a breach by such Participant; and provided, further, that this definition shall not limit any definition of “confidential information” or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law. Notwithstanding anything herein or in any other agreement with or policy (including without limitation any code of conduct or employee manual) of the Company, nothing herein or therein is intended to or shall: (i) prohibit the Participant from making reports of possible violations of federal law or regulation (even if the Participant participated in such violations) to, and cooperating with, any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Exchange Act or Section 806 of the Sarbanes-Oxley Act of 2002 or of any other whistleblower protection provisions of state or federal law or regulation; (ii) require notification to or prior approval by the Company of any such reporting or cooperation; or (iii) result in a waiver or other limitation of the Participant’s rights and remedies as a whistleblower, including to a monetary award. Notwithstanding the foregoing, the Participant is not authorized (and the above should not be read as permitting the Participant) to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal advice or that are protected by the attorney work product or similar privilege. Furthermore, the Participant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of Trade Secrets that is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (2) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

(e)     “Disability” when used in connection with the termination of a Participant’s Employment shall mean (i) the inability of the Participant to engage in any substantial gainful activity or (ii) the receipt by the Participant of income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company, in each case by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(f)     “Non-Compete Period” shall mean the period commencing on the Grant Date and ending on the twelve (12)-month anniversary of the date the Participant’s Employment terminates.

(g)     “Non-Solicit Period” shall mean the period commencing on the Grant Date and ending on the twelve (12)-month anniversary of the date the Participant’s Employment terminates.

(h)     “Trade Secrets” shall mean all secret, proprietary or confidential information regarding the Company and any of its Affiliates (which shall mean and include all of the Company’s joint ventures connected by ownership to the Company at any time) or any Company activity that fits within the definition of “trade secrets” under the Uniform Trade Secrets Act or other applicable law, and shall include, but not be limited to, all source codes and object codes for the Company’s software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act; provided that Trade Secrets shall not include information that has become generally available to the public, other than through a breach by such Participant; and provided, further, that this definition shall not limit any definition of “trade secrets” or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

21.     Other Defined Terms. Any terms not otherwise defined in this Agreement shall have the meaning set forth in the Plan.

\* \* \* \* \*

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and the Participant has hereunto signed this Agreement on the Participant's own behalf, thereby representing that the Participant has carefully read and understands and agrees to this Agreement and the Plan as of the day and year first written above.

CUSHMAN & WAKEFIELD PLC

Acknowledged and Accepted:

PARTICIPANT: [ ]

**AMENDED & RESTATED CUSHMAN & WAKEFIELD PLC  
2018 OMNIBUS MANAGEMENT SHARE AND CASH INCENTIVE PLAN**

**TIME-VESTED RESTRICTED STOCK UNIT  
GRANT AGREEMENT**

THIS AGREEMENT, made as of [\_\_\_\_], (the "Agreement"), by and between Cushman & Wakefield plc ("C&W"), and [\_\_\_\_] (the "Participant").

WHEREAS, C&W has adopted the Amended & Restated Cushman & Wakefield plc 2018 Omnibus Management Share and Cash Incentive Plan (as such may be amended from time to time, the "Plan") to promote the interests of the Company and its shareholders by providing certain employees, consultants or independent contractors of the Company with incentives and rewards to encourage them to continue in the service of the Company; and

WHEREAS, Section 7 of the Plan provides for the grant of Other Share-Based Awards, including restricted stock units or "RSUs".

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of RSUs. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, C&W hereby grants to the Participant [\_\_\_\_] Time-Vested RSUs. Each RSU represents the right to receive one Ordinary Share subject to the terms of this Agreement and the Plan.

2. Grant Date. The "Grant Date" of the RSUs hereby granted is [\_\_\_\_].

3. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan.

4. Vesting and Settlement.

(a) Time-Vested RSUs. The "Time-Vested RSUs" will vest in one-third (1/3) installments on each of the first three (3) anniversaries of the Grant Date, subject to the Participant's continuing Employment through each such anniversary, such that 100% of the Time-Vested RSUs will vest if the Participant remains continuously employed through the third (3rd) anniversary of the Grant Date.

(i) Termination of Employment due to Death or Disability. Subject to the terms of this Agreement, in the event the Participant's Employment is terminated due to the Participant's death or Disability, the Time-Vested RSUs shall vest immediately as of such termination to the extent not otherwise vested; provided, however, that if such termination of Employment occurs prior to the first anniversary of the Grant Date, the

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number of Time-Vested RSUs that vest will be prorated for the number of completed months of Employment since the Grant Date, divided by 36.

(ii) *Change in Control.* In the event that in connection with a Change in Control the acquirer does not agree to assume in writing, on substantially the same terms, the Time-Vested RSUs and the obligations hereunder, the Time-Vested RSUs will vest as of immediately prior to such Change in Control to the extent not otherwise vested, subject to the Participant's continuing Employment through such vesting event.

(b) *Settlement.* Subject to all the terms and conditions set forth in this Agreement and the Plan, settlement of the vested RSUs shall be in Ordinary Shares, and shall occur no later than sixty (60) days following the applicable vesting date (such date, the "Settlement Date"). Notwithstanding the foregoing, subject to the consent of the Company and the Participant's eligibility to participate in and satisfaction of any other requirements of any Company plan providing for the deferral of income, the Participant may elect to defer settlement of any RSUs for an additional period beyond the Settlement Date described in the preceding sentence (in which case, the date to which settlement is deferred shall be the Settlement Date).

5. Rights as Shareholder. Upon and following the Settlement Date and the entry of such settlement on the books of C&W or its transfer agents or registrars, the Participant shall be the record owner of the Ordinary Shares and shall be entitled to all of the rights of a shareholder of C&W, including the right to vote such Ordinary Shares and receive any dividends or other distributions thereafter paid with respect to such Ordinary Shares.

6. Forfeiture. RSUs that have not become vested as of the date the Participant's Employment terminates and all RSUs, whether or not vested, in the event of termination for Cause, shall immediately be forfeited on such date, and the Participant shall have no further rights with respect thereto.

7. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, until the Settlement Date, the RSUs or the rights represented thereby may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of. No purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal, the RSUs will be forfeited by the Participant and all of the Participant's rights to such RSUs shall immediately terminate without any payment or consideration from the Company.

8. Restrictive Covenants.

(a) Unless otherwise determined by the Committee in its sole discretion, by accepting the RSUs, the Participant acknowledges that the Participant is bound by the following restrictive covenants (the "Restrictive Covenants"); provided that the Restrictive Covenants in Section 8(a)(iii) and 8(a)(iv) below shall not apply if: (i) the Participant lives or resides in California; or (ii) otherwise prohibited by applicable law:

- (i) Except to the extent (A) expressly authorized in writing by the Company or (B) required by law or any legal process, the Participant shall not at any time during the Participant's Employment with the Company or following the date the Participant's Employment terminates use, disseminate, disclose or divulge to any person or to any firm, corporation, association or other business entity, Confidential Information (as defined in Section 20) or proprietary Trade Secrets (as defined in Section 20) of the Company or any of its Affiliates;
- (ii) The Participant shall not at any time during the Participant's Employment with the Company or following the date the Participant's Employment terminates make any derogatory, disparaging or negative statements, orally, written or otherwise, against the Company or any of its Affiliates or any of their respective directors, officers and employees;
- (iii) During the Non-Compete Period (as defined in Section 20), the Participant shall not (A) become employed in any capacity by, or become an officer, employee, director, agent, consultant, shareholder or partner of, or perform any services for, or otherwise hold an interest (other than the ownership of less than 5% of the stock or other equity interests of a publicly traded firm or corporation) in, any Competitor (as defined in Section 20) of the Company or (B) directly or indirectly, on his or her own behalf or on behalf of any other person or entity, including any Competitor of the Company or any of its Affiliates, engage in any business transaction or relationship or perform any services in any material way competitive with the Company with or for a client or prospective client of the Company; and
- (iv) During the Non-Solicit Period (as defined in Section 20), the Participant shall not directly or indirectly, on his or her own behalf or on behalf of any other person or entity, (A) solicit or hire, attempt to solicit or hire, or assist any other person in soliciting or hiring any employee, agent or contractor of the Company or any of its Affiliates or induce any employee, agent or contractor of the Company or any of its Affiliates to terminate his or her Employment or cease doing business with the Company or any of its Affiliates for any reason whatsoever, or (B) interfere with any business relationship between the Company or any of its Affiliates and any client or prospective client of the Company or any of its Affiliates or induce any client or prospective client to discontinue any business relationship with the Company or any of its Affiliates or to refrain from entering into a business relationship or transaction with the Company or any of its Affiliates.

- (b) If at any time the Committee reasonably believes that the Participant has breached any of the applicable Restrictive Covenants, the Committee may suspend the vesting or settlement of Participant's RSUs pending a good faith determination by the Committee of whether any such Restrictive Covenant has been breached, it being understood that such suspension shall not cause the settlement to be delayed beyond the last date that settlement may occur pursuant to Section 4(b) hereof. If the Committee determines in good faith that the Participant has breached any such Restrictive Covenants, the Participant shall immediately forfeit any outstanding unvested or vested but unsettled RSUs and shall deliver to the Company (or take all steps necessary to effectuate the delivery of), no later than five (5) days following

such determination, any Ordinary Shares issued upon the settlement of the Participant's RSUs and any proceeds resulting from the sale or other disposition (including to the Company) of Ordinary Shares issued upon settlement of the Participant's RSUs. Notwithstanding the foregoing, the Participant acknowledges and agrees that the Company's remedies at law for a breach or threatened breach may be inadequate and the Company may suffer significant harm and irreparable damages as a result of a breach or threatened breach. In recognition of this fact, the Participant agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company may seek to obtain equitable relief with respect to the Participant's RSUs in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy that may then be available. The remedies under this Agreement are without prejudice to the Company's right to seek any other remedy to which it may be entitled at law or in equity.

(c) The Restrictive Covenants shall apply to the Participant to the maximum extent permitted in the applicable jurisdiction. Should a court of competent jurisdiction determine that the scope of any provision of this Section 8 is too broad to be enforced as written, the Participant hereby authorizes the court or other legal body to reform the provision to such narrower scope as it determines to be reasonable and enforceable and the parties intend that the affected provision be enforced as so amended.

9. Taxes.

(a) *Liability for Tax-Related Items.* Except to the extent prohibited by law, the Participant acknowledges that the Participant is ultimately liable and responsible for any and all income taxes (including federal, state, local and other income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the RSUs, regardless of any action the Company takes with respect to such Tax-Related Items. The Participant further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Item in connection with any aspect of the RSUs, including the grant and vesting of the RSUs, or the subsequent sale of Ordinary Shares and (ii) does not commit, and is under no obligation, to structure the terms of the RSUs or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result.

(b) *Payment of Withholding Taxes.* Notwithstanding any contrary provision of this Agreement, no Ordinary Shares shall be issued unless and until satisfactory arrangements (as determined by the Committee) have been made by the Participant with respect to the payment of any taxes which the Committee determines must be withheld with respect to such Ordinary Shares.

10. Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement which reduces the Participant's rights hereunder will be valid unless the same is agreed to in writing by the parties hereto. This Agreement, together with the Plan, represent the entire agreement between the parties with respect to the RSUs. The failure of the Company or Committee to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof.

11. Policy Against Insider Trading; Clawback Policy. By accepting the RSUs, the Participant acknowledges that the Participant is bound by and shall comply with all the terms and conditions of the Company's insider trading policy as may be in effect from time to time and that this award is subject to forfeiture under any clawback policy of the Company as may be in effect from time to time.

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14. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

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16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to

preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the provisions governing conflict of laws.

18. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the RSUs subject to all of the terms and conditions of the Plan and this Agreement. The Participant hereby acknowledges that all decisions, determinations and interpretations of the Board of Directors, or a committee thereof, in respect of the Plan, this Agreement and the RSUs shall be final and conclusive. The Participant acknowledges that there may be adverse tax consequences upon disposition of the underlying shares and that the Participant should consult a tax advisor prior to such disposition.

19. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payment and benefits provided under this Agreement comply with, or are otherwise exempt from, Section 409A of the Code, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

20. Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Cause" shall mean, unless otherwise defined in an effective employment agreement with the Participant as of the date of termination, in which case such definition shall govern: (i) the Participant's dishonesty, fraud, or misrepresentation to the Company or any third party; (ii) violation of (or refusal to comply with) the terms of the Participant's offer letter or service agreement with the Company, the agreements governing the Participant's equity awards (if any), including this Agreement, any material instructions from management, or the policies, rules or regulations of the Company applicable to the Participant, as may be amended from time to time; or (iii) any indictment of, or plea of guilty or no contest by, the Participant to a felony or any crime involving moral turpitude.

(b) "Commercial Real Estate Services" shall mean those services of the type provided by the Company, including but not limited to the leasing, sales, development, property management, facilities management, consulting, mortgage origination and servicing, valuation and appraisal services, real estate related structured finance and debt and investment management delivered to occupiers, owners, lenders and investors in office, retail, industrial, multi-family and other commercial real estate assets.

(c) "Competitor" shall mean any person or entity who derives or reasonably expects (based upon a preponderance of facts and circumstances) to derive more than 20% of its revenue from one or more Commercial Real Estate Services.

(d) *Confidential Information* shall mean all information regarding the Company or any of its Affiliates, any Company activity or the activity of any of its Affiliates, Company business or the business of any of its Affiliates, or Company customers or the customers of any of its Affiliates that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company or any of its Affiliates, that is not generally disclosed by Company practice or authority to persons not employed by the Company or any of its Affiliates that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential, and shall include, to the extent such information is not a Trade Secret and to the extent material, but not be limited to, product code, product concepts, production techniques, technical information regarding the Company's or any of its Affiliates' products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company or any of its Affiliates' techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company or any of its Affiliates, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company or any of its Affiliates and certain information concerning the strategy, tactics and financial affairs of the Company or any of its Affiliates; provided that Confidential Information shall not include information that has become generally available to the public, other than through a breach by such Participant; and provided, further, that this definition shall not limit any definition of "confidential information" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law. Notwithstanding anything herein or in any other agreement with or policy (including without limitation any code of conduct or employee manual) of the Company, nothing herein or therein is intended to or shall: (i) prohibit the Participant from making reports of possible violations of federal law or regulation (even if the Participant participated in such violations) to, and cooperating with, any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Exchange Act or Section 806 of the Sarbanes-Oxley Act of 2002 or of any other whistleblower protection provisions of state or federal law or regulation; (ii) require notification to or prior approval by the Company of any such reporting or cooperation; or (iii) result in a waiver or other limitation of the Participant's rights and remedies as a whistleblower, including to a monetary award. Notwithstanding the foregoing, the Participant is not authorized (and the above should not be read as permitting the Participant) to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal advice or that are protected by the attorney work product or similar privilege. Furthermore, the Participant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of Trade Secrets that is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (2) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

(e) *Disability* when used in connection with the termination of a Participant's Employment shall mean (i) the inability of the Participant to engage in any substantial gainful activity or (ii) the receipt by the Participant of income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company, in each case by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(f)     “Non-Compete Period” shall mean the period commencing on the Grant Date and ending on the twelve (12)-month anniversary of the date the Participant’s Employment terminates.

(g)     “Non-Solicit Period” shall mean the period commencing on the Grant Date and ending on the twelve (12)-month anniversary of the date the Participant’s Employment terminates.

(h)     “Trade Secrets” shall mean all secret, proprietary or confidential information regarding the Company and any of its Affiliates (which shall mean and include all of the Company’s joint ventures connected by ownership to the Company at any time) or any Company activity that fits within the definition of “trade secrets” under the Uniform Trade Secrets Act or other applicable law, and shall include, but not be limited to, all source codes and object codes for the Company’s software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act; provided that Trade Secrets shall not include information that has become generally available to the public, other than through a breach by such Participant; and provided, further, that this definition shall not limit any definition of “trade secrets” or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

21.     Other Defined Terms. Any terms not otherwise defined in this Agreement shall have the meaning set forth in the Plan.

\* \* \* \* \*

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and the Participant has hereunto signed this Agreement on the Participant's own behalf, thereby representing that the Participant has carefully read and understands and agrees to this Agreement and the Plan as of the day and year first written above.

CUSHMAN & WAKEFIELD PLC

Acknowledged and Accepted:

PARTICIPANT: [\_\_\_\_]

## DEED OF INDEMNITY

THIS DEED OF INDEMNITY is made the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ (this 'Deed').

## BETWEEN

- (1) **CUSHMAN & WAKEFIELD plc**, a public limited company registered in England and Wales with company number 11414195 whose registered office is at 125 Old Broad Street, London, United Kingdom, EC2N 1AR (the "Company"); and
- (2) \_\_\_\_\_ (the "Director").

NOW THIS DEED WITNESSETH as follows:

## 1. GENERAL

This Deed shall be effective as of *[date of initial appointment as a Director of the Company or IPO date, whichever is later]* (the "Effective Date") and this Deed shall supersede, replace and terminate any previous Deed of Indemnity entered into between the Director and the Company between the Effective Date and the date hereof.

## 2. GENERAL INDEMNITY

Subject to Clauses 3, 7 and 8 of this Deed, the Company shall, to the fullest extent permitted by law and, subject to Clause 1, without prejudice to any other indemnity to which the Director may otherwise be entitled, indemnify and hold the Director harmless in respect of all claims, actions and proceedings, whether civil, criminal or regulatory, arising out of, or in connection with, the actual or purported exercise of, or failure to exercise, any of the Director's powers, duties or responsibilities as a director or officer of the Company or any of its subsidiaries (as defined in section 1159 and Schedule 6 of the Act) for the time being (together referred to in this Deed as "Group Companies"), including, without limitation, any claims, actions and proceedings related to the Director's appointment to any committees of the board of directors of any Group Company ("Claims"), and any losses, damages, penalties, liabilities, compensation or other awards arising in connection with any such Claims ("Losses") arising at any time since the Director's appointment as a director of the Company, whether instigated, imposed or incurred under the laws of England and Wales or the law of any other jurisdiction, subject to the remaining provisions of this Deed. In this Deed, the "Act" means the Companies Act 2006 including any modification or re-enactment of it for the time being in force.

## 3. EXCLUSIONS FROM GENERAL INDEMNITY

- 3.1 The indemnity in Clause 2 of this Deed shall be deemed not to provide for, or entitle the Director to, any indemnification that would cause this Deed, or any part of it, to be treated as void under the Act and, in particular, to the extent the liability attaches to the Director in connection with any negligence, default, breach of duty or breach of trust in relation to a Group Company of which he or she is a director, shall not provide directly or indirectly (to any extent) any indemnity against:

- (a) any liability incurred by the Director to the Company or any Associated Company (as defined in section 256 of the Act); or
- (b) any liability incurred by the Director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
- (c) any liability incurred by the Director:
  - (i) in defending any criminal proceedings in which he or she is convicted; or
  - (ii) in defending any civil proceedings brought by the Company, or an Associated Company, in which judgment is given against him or her; or
  - (iii) in connection with any application under section 661(3) or section 661(4) or section 1157 of the Act in which the court refuses to grant him or her relief, where, in any such case, any such conviction, judgment or refusal of relief has become final; or
- (d) any liability relating to any taxation or national insurance payable by the Director in connection with his remuneration or other payments or benefits received from the Company or any Group Company; or
- (e) the extent that the Director is entitled to recover from any other person (including under any policy of insurance) any amount in relation to a Claim, unless such amount is contingent on the Director having first exhausted his or her rights to indemnification in respect of the relevant liability under this Deed.

3.2 Reference in this Clause 3 to a conviction, judgment or refusal of relief becoming 'final' shall be construed in accordance with section 234(5) of the Act.

#### 4. INDEMNITY FOR COSTS, CHARGES AND EXPENSES

4.1 Without prejudice to the generality of and in addition to the indemnity set out in Clause 2 of this Deed, but subject to Clause 7 of this Deed, the Company shall, to the fullest extent permitted by law, indemnify on an 'as incurred' basis against all legal and other costs, charges and expenses reasonably incurred:

- (a) in defending Claims including, without limitation, Claims brought by, or at the request of, the Company or any Associated Company;
- (b) in defending himself or herself in any investigation into the affairs of the Company or any Group Company by any judicial, governmental, regulatory or other body or against any action proposed to be taken by any such authority; and
- (c) in connection with any application under section 661(3) or section 661(4) or section 1157 of the Act, provided that, in accordance with section 234 of the Act, the Director agrees

that the indemnity provided for in this Clause 4 shall not extend to any such legal and other costs, charges and expenses incurred by the Director:

- (i) in defending criminal proceedings in which he or she is convicted; or
- (ii) in defending civil proceedings brought by the Company or an Associated Company in which judgment is given against him or her; or
- (iii) in connection with an application for relief which is refused,

and any monies paid by the Company in respect of the indemnity in this Clause 4 shall fall to be repaid not later than:

- (A) in the event of the Director being convicted in the proceedings, the date when the conviction becomes final; or
- (B) in the event of judgment being given against the Director in the proceedings, the date when the judgment becomes final; or
- (C) in the event of the Court refusing to grant the Director relief on the application, the date when the refusal of relief becomes final.

4.2 References in this Clause 4 to a conviction, judgment or refusal of relief being 'final' shall be construed in accordance with section 234(5) of the Act.

## 5. INSURANCE

The Company shall use all reasonable endeavours to provide and maintain appropriate directors' and officers' liability insurance (including ensuring that premiums are properly paid) for the benefit of the Director during the period of the Director's appointment and for a period of six years thereafter, to the extent that such insurance can be obtained at such cost and on such terms as the board of directors of the Company considers to be reasonable.

## 6. NOTIFICATION

The Company shall only be liable to indemnify the Director in accordance with this Deed if the Director gives written notice to the Company upon receipt of any demand relating to any Claims (or circumstances which may reasonably be expected to give rise to a demand relating to Claims) giving full details and providing copies of all relevant correspondence, keeps the Company fully informed of the progress of any Claims, including providing all such information in relation to any Claims or Losses or any other costs, charges or expenses incurred as the Company may reasonably request, and takes all such action as the Company may reasonably request to avoid, dispute, resist, appeal, compromise or defend any Claims.

## 7. CONDUCT OF CLAIMS

7.1 Subject to the provisions of Clauses 7.2 to 7.4 (inclusive), to the fullest extent permitted by law, the Company shall be entitled (but shall not be obliged), at its own cost, and to the extent it so

wishes, to take actions on behalf of the Director and to direct the conduct of the Director in the defence of any Claims.

7.2 Without prejudice to the generality of the foregoing Clause 7.1, and subject to the provisions of sub-clauses (a) and (b) of this Clause 7.2, the Company shall be entitled, at its own expense, to engage legal counsel ("Nominated Counsel") to defend a Claim on behalf of a Director provided that:

- (a) the Director shall have the right to refuse the engagement of Nominated Counsel to defend the Claim on his or her behalf and to engage his own legal counsel ("Personal Counsel") in defending a Claim; and
- (b) in the instance that the Director refuses the engagement of Nominated Counsel to defend the Claim on his or her behalf and instead elects to engage Personal Counsel:
  - (i) all costs and expenses related to the engagement of Personal Counsel ("Personal Counsel Costs") shall be paid by the Director at his or her own expense; and
  - (ii) the Company shall be under no obligation under any provision of this Deed to indemnify the Director in respect of Personal Counsel Costs unless:
    - (A) the Director's engagement of Personal Counsel has been authorized by the Company; or
    - (B) the Director has reasonably determined that there may be a conflict of interest between the Director and the Company in the defence of a Claim, in which case then the Director shall be entitled to engage Personal Counsel (but not more than one law firm plus, if applicable, local counsel in respect of any such Claim) and the Director shall be indemnified for costs incurred in connection therewith in accordance with the provisions of Clause 4.

7.3 In the instance that Nominated Counsel is engaged to defend the Claim on behalf of the Director:

- (a) the Company shall not be liable to the Director under this Deed or otherwise for any legal expenses subsequently directly incurred by the Director in connection with the Director's defence of such Claim; and
- (b) the Director shall be liable to the Company for any amounts paid by the Company to Nominated Counsel:
  - (i) in defending criminal proceedings in which the Director is convicted; or
  - (ii) in defending civil proceedings brought by the company or an associated company in which judgment is given against him or her; or
  - (iii) in connection with an application for relief which is refused, and any such amounts shall fall to be repaid not later than:

- (A) in the event of the Director being convicted in the proceedings, the date when the conviction becomes final; or
- (B) in the event of judgment being given against the Director in the proceedings, the date when the judgment becomes final; or
- (C) in the event of the Court refusing to grant the Director relief on the application, the date when the refusal of relief becomes final.

References in this Clause 7.3 to a conviction, judgment or refusal of relief being 'final' shall be construed in accordance with section 234(5) of the Act.

7.4 The Director shall not (irrespective of whether Nominated Counsel or Personal Counsel is engaged to defend the Claim on his behalf) without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed):

- (a) take any action that can be reasonably expected to have a material impact on the outcome of a Claim;
- (b) agree any compromise or settlement in relation to a Claim; or
- (c) make any payment in relation to a Claim.

## **8. LIMITS ON OBLIGATION TO INDEMNIFY**

8.1 If a company ceases to be a Group Company after the Effective Date, the Company shall only be liable to indemnify the Director in respect of liabilities in relation to that company which arose before the date on which that company ceased to be a Group Company.

8.2 The Director of any company which becomes a Group Company after the Effective Date shall be indemnified only in respect of liabilities arising after the date on which that company became a Group Company.

## **9. TERM**

This Deed shall become effective and shall be deemed delivered from the Effective Date (provided, for the avoidance of doubt, that the indemnity set out in Clause 2 of this Deed shall only cover Claims and Losses arising at any time since the Director's appointment as a director of the Company or Group Company, as the case may be) and shall remain in force until such time as any relevant limitation periods for bringing Claims against the Director have expired, or for so long as the Director remains liable for any Losses.

## **10. AMENDMENT**

The Company can amend the terms of this Deed without the consent of the Director, on one month's written notice to the Director. No such amendment shall affect the rights of any Director in respect of any Claims and Losses arising out of any act or omission of that Director before any such amendment is made.

## **11. VALIDITY AND SEVERABILITY**

If this Deed is finally judicially determined in a relevant jurisdiction to provide for, or entitle the Director to, indemnification against any Claims or Losses that would cause this Deed, or any part of it, to be treated as void under the laws of that jurisdiction, this Deed shall, insofar as it relates to such jurisdiction, be deemed not to provide for, or entitle the Director to, any such indemnification, and the Company shall instead indemnify the Director against any Claims or Losses to the fullest extent permitted by law in that jurisdiction.

## **12. THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **13. GOVERNING LAW AND JURISDICTION**

This Deed, including any non-contractual obligations arising out of or in connection with this Deed, shall be governed by, and interpreted in accordance with, the laws of England and Wales and each of the Company and the Director hereby submit for all purposes in connection with this Deed to the exclusive jurisdiction of the High Court of Justice in England and Wales.

**IN WITNESS** whereof this document has been executed and delivered as a deed on the day and year first above written.

**EXECUTED as a DEED by**  
**CUSHMAN & WAKEFIELD PLC**  
acting by a director and a secretary

)  
)  
)  
)  
Director

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Secretary

**SIGNED** as a **DEED** and  
**DELIVERED** by \_\_\_\_\_  
in the presence of :

)  
)  
)

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Signature

Signature of Witness

Name of Witness

Occupation of Witness

Address of Witness

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

[Director Name and Address]  
[Date]

Dear [Addressee]:

The board of directors (the "Board") of Cushman & Wakefield plc (the "Company") is pleased to confirm your appointment to the Board as a non-executive director.

This letter sets out the main terms of your appointment. If you have any questions about or are concerned with any of the terms, or need any more information, please let me know.

By accepting this appointment, you agree that this letter is a contract for service as a director and is not a contract of employment and you confirm that you are not subject to any restrictions which prevent you from holding office as a director.

**1. APPOINTMENT**

- 1.1 Subject to the remaining provisions of this letter, your appointment under this letter shall be for an initial term commencing on [effective date] until the date of the [add year] annual general meeting of the Company's shareholders (each such meeting, an "AGM") unless terminated earlier by either party giving to the other one month's prior written notice.
- 1.2 Your appointment is subject to the Company's articles of association, as amended from time to time (the "Articles"). Nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to you as a director of the Company. The Articles require one third of the directors to retire by rotation and seek re-election at each AGM.
- 1.3 Continuation of your appointment is contingent on your continued satisfactory performance, re-nomination by the Nominating and Corporate Governance Committee of the Board and approval of the Board (the "Nominating Committee"), and re-election by the shareholders and any relevant statutory provisions and provisions of the Articles relating to removal of a director. If you are not re-nominated or approved by the Board, the shareholders do not re-elect you as a director, or you are retired from office under the Articles, your appointment shall terminate automatically, with immediate effect and without further compensation.
- 1.4 Any term renewal is subject to the recommendation of the Nominating Committee and review and approval of the Board review as well as AGM re-election. Notwithstanding any mutual expectation, there is no right to re-nomination by the Board.
- 1.5 You may be required to serve on one or more Board committees. In such case you will be provided with the relevant terms of reference on your appointment to such a committee.

1.6 Notwithstanding paragraph 1.1 to paragraph 1.5, the Company may terminate your appointment with immediate effect if you have:

- (a) committed a material breach of your obligations under this letter;
- (b) committed any serious or repeated breach or non-observance of your obligations to the Company (which include an obligation not to breach your statutory, fiduciary and/or common-law duties);
- (c) been guilty of any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring you or the Company into disrepute or is materially adverse to the Company's interests;
- (d) made any serious misrepresentations to the Company;
- (e) been convicted of an arrestable criminal offence other than a road traffic offence for which a fine or non-custodial penalty is imposed;
- (f) been declared bankrupt or have made an arrangement with or for the benefit of your creditors, if you have a county court administration order made against you under the County Court Act 1984;
- (g) been disqualified from acting as a director; or
- (h) not complied with the Company's anti-corruption and anti-bribery policy and procedures.

1.7 On termination of your appointment, you shall resign from your office as director of the Company unless otherwise requested by the Company.

1.8 If matters arise which cause you concern about your role, you should discuss these matters with the chairman of the Board (the "Chairman") or lead director ("Lead Director"). If you have any concerns which cannot be resolved, and you choose to resign for that, or any other, reason, you should provide an appropriate written statement to the Chairman or Lead Director for circulation to the Board.

## **2. TIME COMMITMENT**

- 2.1 You will be expected to devote such time as is necessary for the proper performance of your duties. The specific requirements of a director of the Board are set forth in the Company's Corporate Governance Guidelines, as may be amended from time to time.
- 2.2 The nature of the role makes it impossible to be specific about the maximum time commitment. You may be required to devote additional time to the Company in respect of preparation time and ad hoc matters which may arise and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, committee or shareholder meetings.
- 2.3 By accepting this appointment, you confirm that, taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively. You should obtain the agreement of the Chairman or Lead Director before accepting additional commitments that might affect the time you are able to devote to your role as a non-executive director of the Company.

### **3. ROLE AND DUTIES**

- 3.1 The Board as a whole is collectively responsible for the success of the Company. The Board's role is to set the Company's strategic aims and ensure that the necessary financial and human resources are in place for the Company to meet its objectives. The Board also reviews management performance and ensures that the Company meets its obligations to its shareholders and others. As a non-executive director you shall have the same general legal responsibilities to the Company as any other director. You are expected to perform your duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills and experience.
- 3.2 You shall exercise your powers in your role as a non-executive director having regard to relevant obligations under prevailing law and regulation, including the U.K. Companies Act 2006 (the "Companies Act 2006"), U.S. securities laws and the listing standards of the New York Stock Exchange. In addition to complying with the Company's Articles, Code of Conduct, Corporate Governance Guidelines, and other applicable Company policies, you shall have particular regard to the general duties of directors in Part 10 of the Companies Act 2006, including the duty to promote the success of the Company under which all directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole.
- 3.3 Unless the Board specifically authorizes you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.
- 3.4 You shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable you to discharge your responsibilities as a non-executive director.

### **4. FEES AND EXPENSES**

You shall be compensated for your services as a non-executive director in accordance with the directors' remuneration policy, as such policy may be amended from time to time. Expenses incurred in connection with the performance of your duties as a director, including but not limited to reasonable travel expenses, shall be reimbursed by the Company in accordance with reimbursement policies as adopted by the Board from time to time.

### **5. OUTSIDE INTERESTS**

- 5.1 You have already disclosed to the Board the significant commitments you have outside your role in the Company. You must inform the Chairman or Lead Director in advance of any changes to these commitments. You must seek the Board's agreement before accepting further commitments which might (a) give rise to a conflict of interest or (b) conflict with any of your duties to the Company.
- 5.2 It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the Chairman or Lead Director and the company secretary as soon as you become aware of them. The Board retains full discretion to determine whether the identified conflict is material and to take action with respect to such conflict as appropriate.

### **6. CONFIDENTIALITY**

- 6.1 You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated or disclosed to third parties or used for

any reason other than in the interests of the Company, either during your appointment or following termination (by whatever means), without prior clearance from the Chairman or the chief executive officer of the Company. This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.

- 6.2 You acknowledge the need to hold and retain Company information (in whatever format you may receive it) under appropriately secure conditions.
- 6.3 Nothing in this paragraph 6 shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and you have complied with the Company's policy from time to time in force regarding such disclosures.

## **7. INSIDE INFORMATION AND DEALING IN THE COMPANY'S SHARES**

You will at all times comply with all laws, rules and regulations relating to the disclosure and use of inside information, including applicable U.S. securities laws. You will also comply with the Company's Insider Trading Policy, as it may be amended from time to time. You should avoid making any statements that might risk a breach of these requirements. If in doubt, please contact the Chairman, chief executive officer or general counsel.

## **8. CHANGES TO PERSONAL DETAILS**

You shall advise the company secretary promptly of any change in your address or other personal contact details.

## **9. RETURN OF PROPERTY**

On termination of your appointment with the Company however arising, or at any time at the Board's request, you shall immediately return to the Company all documents, records, papers or other property belonging to the Company or any company in the Company's group which may be in your possession or under your control, and which relate in any way to the Company's or a group company's business affairs and you shall not retain any copies thereof.

## **10. INTELLECTUAL PROPERTY AND MORAL RIGHTS**

- 10.1 You agree that any intellectual property rights in any feedback, recommendations, advice or other works prepared or provided by you to the Company in the course of your provision of your services to the Company shall be owned by (and be deemed confidential information of) the Company without restriction or attribution or compensation to you, and to the extent not automatically vesting in the Company by operation of law, you hereby assign such intellectual property rights to the Company and agree to take any further steps (at the Company's cost) as are reasonable required by the Company to effect or document this.
- 10.2 You hereby irrevocably waive any moral rights in all works prepared by you, in the provision of your services to the Company, to which you are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes your moral rights.

## **11. DATA PROTECTION**

- 11.1 By signing this letter, you acknowledge that the Company will hold and process data about you for legal, personnel, administrative and management purposes, in accordance with its privacy policies. Further, you explicitly consent to the Company holding and processing any special categories of personal data (as defined in the Regulation 2016/679 (General Data Protection Regulation)) relating to you, in the manner and for the purposes described in the Company's record retention and document management policy and privacy notices.
- 11.2 You further acknowledge : (i) the Company making such information available to any of its group companies, those who provide products or services to the Company or any company in the Company's group (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organizations and potential purchasers of the Company its business; and (ii) the transfer of such information to the Company's or any group company's business contacts outside the European Economic Area, in each case in the manner and for the purposes described in the Company's record retention and document management policy and privacy notices.
- 11.3 You shall comply with the Company's record retention and document management policy and privacy notices, copies of which are available from the Company's general counsel.
- 11.4 The Company may change its record retention and document management policy and privacy notices at any time and will notify you in writing of any changes.

## **12. THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this letter. No one other than you and the Company shall have any rights to enforce the terms of this letter.

## **13. ENTIRE AGREEMENT**

- 13.1 This letter and any document referred to in it constitutes the entire terms and conditions of your appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and the Company, whether written or oral, relating to its subject matter.
- 13.2 You agree that you shall have no remedies in respect of any representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter and you shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.

## **14. AMENDMENT**

No amendment or variation of this letter shall be effective unless it is in writing and signed by you and the Company (or respective authorized representatives).

## **15. GOVERNING LAW AND JURISDICTION**

Your appointment with the Company and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and you and the Company irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this appointment or its subject matter or formation (including non-contractual disputes or claims).

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter to Noelle Perkins, General Counsel and Corporate Secretary.

Yours sincerely,  
For and on behalf of Cushman & Wakefield plc

I confirm and agree to the terms of my appointment as a non-executive director of Cushman & Wakefield plc as set out in this letter.

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Name:

Date:

**CERTIFICATION BY THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michelle MacKay, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cushman & Wakefield plc for the quarter ended March 31, 2024;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2024

/s/ Michelle MacKay

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Michelle MacKay

Chief Executive Officer

**CERTIFICATION BY THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Neil Johnston, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cushman & Wakefield plc for the quarter ended March 31, 2024;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2024

/s/ Neil Johnston

Neil Johnston

Chief Financial Officer

**Certification of Chief Executive Officer Pursuant to  
18 U.S.C. Section 1350,  
As Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Cushman & Wakefield plc (the "Company") on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michelle MacKay, as Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2024

/s/ Michelle MacKay

Michelle MacKay

Chief Executive Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.

**Certification of Chief Financial Officer Pursuant to  
18 U.S.C. Section 1350,  
As Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Cushman & Wakefield plc (the "Company") on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Neil Johnston, as Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2024

/s/ Neil Johnston

Neil Johnston

Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.