



TERMS & CONDITIONS (PURCHASE ORDER)

These Terms and Conditions apply only to the extent that they are not inconsistent with any Service Contractor Agreement (or other-titled written agreement) you may have with Jones Lang LaSalle Americas, Inc. that governs the Services (defined below).

Agreement and Services. These Terms and Conditions and the related purchase order which may be submitted through a work order platform, together, form an agreement (this "Agreement") between you and Jones Lang LaSalle Real Estate Services, Inc. ("JLL"). Your acceptance of this Agreement is evidenced by your performance.

Term. The term of this Agreement shall begin when you begin providing the services and/or goods listed on the related purchase order (the "Services"). The Services include any related additional goods or services and other changes ordered by JLL in writing. The term shall continue until you have satisfactorily completed the Services. JLL has the right to end the term of this Agreement by providing you with thirty (30) days prior written notice of early termination for any reason. If you breach this Agreement, fail to satisfactorily perform, or become insolvent, JLL may terminate this Agreement immediately upon written notice to you, subject to a reasonable opportunity for you to cure, if applicable, as specified by JLL in the written notice.

Standards of Performance. All the Services, including delivery of goods, shall be timely and fully performed in a safe, good and workmanlike manner in accordance with the reasonable instructions of JLL and the industry standard of care prevailing among similarly qualified and experienced persons in the performance of comparable work. The Services, including any goods provided, will conform to all requirements and specifications identified in this Agreement and shall be free from defects of any kind in material or workmanship and suitable for their intended purpose. Any goods delivered pursuant to this Agreement, shall be packed and marked in a proper manner and in accordance with the JLL's instructions and any statutory requirements and any requirements of any carriers. If goods do not conform to these specifications, JLL may by giving written notice to you within a reasonable time after delivery reject any of the goods. The issuance by the JLL of a receipt note for the goods shall not constitute any acknowledgement of the condition, quantity or nature of those goods, or the JLL's acceptance of them. Any goods rejected or returned by the JLL as described in this clause, shall be returned to the you at your risk and expense. All Services not conforming to these requirements may be considered defective and shall be repaired, replaced or re-performed at your expense. Title and risk in the goods shall pass to the JLL on completion of delivery. Delivery of the goods shall be completed on the later of (i) completion of unloading the goods at the delivery location specified by JLL, or (ii) if installation is part of the Services, then installation of the goods. As part of the Services, you shall pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to your employees, and all other expenses whatsoever incurred in the performance of the Services, and you shall obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Services. You shall take all reasonable precautions to prevent injury (including illness) to any person or damage to any property. You shall take all action necessary to ensure that your employees work in harmony with, and do not interfere with or disrupt or cause labor disharmony with the activities of JLL, or any third party.

Compensation. JLL shall pay you for the Services in the amounts and at the rates established in this Agreement. JLL shall pay you for the Services in Canadian Dollars ("CAD") You shall bill JLL for such compensation not more frequently than monthly for on-going services, or upon completion of a specific job for periodic services. Anything herein to the contrary notwithstanding, if you fail to invoice JLL for any amount within ninety (90) days after the month in which the Services were performed you shall waive any right you otherwise may have to payment for such amounts.

Relationship of Parties. You are retained by JLL only for the purpose and to the extent set forth herein and your relationship with JLL shall, during the entire term of this Agreement, be that of independent contractor so that neither you, nor any employee, agent, officer, director or shareholder of yours, shall be deemed an agent, servant or employee of JLL.

Insurance. At all times while performing the Services, you shall maintain, at your sole cost and expense, (and ensure that every approved subcontractor shall maintain) at least the following insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from your insurance. You shall provide to JLL appropriate documentation evidencing such required insurance coverage and shall not provide any Services if you fail to comply with these requirements. All insurance shall be from insurance companies and in form reasonably satisfactory to JLL.

A. Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 00 01 04 13 or another "occurrence" form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

\$1,000,000 Per Occurrence Limit

\$2,000,000 General Aggregate Limit

This coverage shall be primary to JLL's coverage, and JLL's coverage shall be noncontributory.

B. Excess or Umbrella Liability

Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$2,000,000 each occurrence and \$2,000,000 annual aggregate.

C. Worker's Compensation – Statutory Limits

D. Employers' Liability

With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee.

E. Commercial Automobile Liability

Combined Single Limit – \$1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

F. Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.

G. Crime Insurance / Fidelity Bond

Service Contractor is responsible for loss to JLL and third-party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Service Contractor shall name JLL as Loss Payee with respect to the comprehensive crime insurance coverage.

H. Errors and Omissions Liability (applicable to Uninterrupted Power Service (UPS) services and Service Contractors providing consulting services related to their Services)

Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.

I. Cyber Risk or Liability Insurance (applicable to Service Contractors providing services or working on, receiving, or accessing any JLL computer, computer system, network, data, data stream, program or software in any manner)

Service Contractor shall carry Cyber Risk or Cyber Liability Insurance for the following risks: a) liability arising from theft, unauthorized dissemination and/or wrongful use of confidential and proprietary information stored or transmitted in electronic form, and b) liability arising from the introduction of a computer virus, or any similar breach into and/or causing damage to JLL's computer, computer system, network and/or similar computer-related property and the data, software and/or programs stored in any of the aforementioned property. Such insurance shall have limits of liability of \$5,000,000 per claim and \$5,000,000 in the aggregate. If this insurance is written on a claims-made basis, the retroactive insurance date shall be no later than the commencement date of this Agreement. Service Contractor will maintain such insurance for two (2) years following the termination of this Agreement.

The Commercial General Liability and Commercial Automobile Liability policies shall include the following as additional insured, including their officers, directors and employees: Jones Lang LaSalle Americas, Inc. You waive any and all rights of subrogation against the parties identified above as additional insureds. You shall furnish to the JLL Certificate(s) of Insurance evidencing the above coverage except Property Insurance. Certificate(s) of Insurance relating to policies required under this Agreement shall provide that the insurer will endeavor to give JLL thirty (30) days prior written notice of cancellation.

Indemnification. To the fullest extent permitted by applicable law, you shall defend, indemnify and hold harmless JLL and their respective officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns from and against any and all third party liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties (each a "Claim"), whether actual or alleged, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with: (a) your performance of (or failure to perform) the Services; (b) breach of this Agreement by you or any of your affiliates, subcontractors, agents or employees; (c) any negligence or willful misconduct by you or any of your affiliates, subcontractors, agents or employees; (d) violation of law by you or any of your affiliates, subcontractors, agents or employees; (e) any claims brought by your employees, any determination that a relationship, other than that of an independent contractor, exists between JLL and you and/or your employees or any other employment-based complaint or grievance; (f) infringement of any patent, trade secret, trademark, copyright, license or other proprietary rights related to materials or resources provided by you, or any acts or omissions by you, with respect to such rights; or (g) data breach. Claims must be submitted to your insurance carrier for coverage prior to any submission to JLL.

Litigation. You shall provide all assistance as reasonably required by JLL in any litigation, insurance claim or dispute arises that is related to the Services. If you receive notice of any such claim or dispute, you must notify JLL as soon as possible.

Assignment and Delegation. This Agreement may not be assigned by you. Any attempted assignment by you shall be of no force or effect. JLL may assign this Agreement. You shall not utilize any subcontractor in connection with providing the Services without the prior written approval of JLL in its sole discretion. You shall include in any approved subcontracts all provisions of this Agreement that may be applicable to the performance of the subcontract. Utilization of, or JLL's approval of, any subcontractor shall in no way relieve you of any of your obligations or liabilities under this Agreement.

Compliance with Laws. You agree at all times to remain in strict compliance with all applicable laws, governmental regulations, rulings, terms, and provisions governing you, the Services and/or the locations in which they are performed, including ensuring that you comply with all applicable immigration laws in assigning personnel to provide the Services. You are prohibited from bringing any firearms, explosives or weapons of any kind onto JLL's property. You shall comply with JLL's Rules and Regulations as provided to you by JLL. You shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry or any other protected characteristic in accordance with applicable law. JLL has the right to require you to remove personnel from your work force assigned to provide the Services at JLL's property whose presence JLL deems, in its sole discretion, to be detrimental to the best interests of JLL. To the extent permitted by law, and subject to any JLL requirements, you shall perform appropriate background checks and drugs screenings on all your personnel and not use any non-compliant personnel.

Ethics Compliance and Vendor Code. You represent and warrant the following:

(a) It is your policy to not violate any anti-bribery or anti-corruption laws, and you have never had a significant violation of any anti-bribery or anti-corruption laws, rules or regulations in the jurisdictions in which you operate.

(b) It is your policy to not violate any anti-money laundering (AML) laws, and you have never had a significant violation of any applicable AML laws in the jurisdictions in which you operate.

(c) You have not been the subject of any government indictment, nor have you had any fines, penalties or settlement agreements with any government agency in the past 5 years that resulted in material financial costs to your company or affected your ability to conduct business operations.

(d) It is your policy to conduct your business ethically, and to uphold standards of fair business dealings, competition, and customer privacy.

(e) It is your policy to uphold standards of equal opportunity and anti-discrimination. You have never had a discrimination claim that involved a significant percentage of your employees or resulted in significant fines, penalties, or settlement amounts.

(f) It is your policy to support and respect the protection of human rights. You do not use, or engage in, any of the following: forced or compulsory labor, child labor, physical abuse, withholding of identity papers, or retaliation in any form. You have satisfactory labor relations, including with respect to working hours, wages, benefits and humane treatment.

(g) It is your policy to provide a safe and healthy work environment to your employees, and you have a health and safety program that is appropriate for your services. You have not had a violation of any health or safety laws, rules or regulations in the jurisdictions within which you operate in the past 5 years that resulted in a significant financial cost to your company or affected your ability to conduct business operations.

(h) It is your policy to uphold principals of environmental responsibility, and in your operations you seek to minimize adverse effects on the community, environment, and natural resources. You have not had a violation of any environmental laws, rules or regulations in the past 5 years that resulted in a material financial cost to your company or affected your ability to conduct business operations. You must notify JLL Legal at Vendor.Compliance@am.jll.com of any exceptions to the above representations and warranties, with a copy to your contact on JLL's business team.

You hereby acknowledge that you have read JLL's Vendor Code of Conduct, which can be found by searching on <http://www.jll.com/>, and agree that you will comply with it.

Confidential Materials. All drawings, specifications, studies, analyses, opinions, data, recommendations, reports, or other information and material of any nature, and copies thereof, (i) provided to you JLL; (ii) prepared by you pursuant to this Agreement; or (iii) to which you otherwise gain access during the performance of the Services are the property of JLL and are to be treated as confidential. They are not to be disclosed to others without JLL's prior written approval and are to be delivered to JLL on request and upon completion of the Services or termination of this Agreement.

No Liens. You shall neither suffer nor permit the attachment of any liens upon JLL's property as a direct result of your performance of the Services.

Force Majeure. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault

or negligence of such party or any subcontractor, material man, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section.

Audit. You will keep proper records relating to the Services, including data and records of disbursements relating to labor and costs for services rendered on a time and materials basis. You shall also keep records required for regulatory and other legal requirements applicable to the Services. Upon reasonable advance written notice, JLL, and their auditors, shall have the right to audit such records. You agree to cooperate in such audit. JLL, and its auditors will comply with your reasonable security requirements when accessing your records. This provision shall be subject to any further rights or requirements of JLL.

Publicity. You shall not use JLL's trade name, trademarks, brands, or company logo in any form of publicity or release. You shall not make any statement, advertisement or publicity, nor issue any marketing letter, about the existence or terms of this Agreement without the prior written consent of JLL, which JLL may withhold in its sole discretion.

Notices. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received.

Miscellaneous Provisions. Failure of JLL at any time to require performance by you of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by JLL of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The provisions of this Agreement which by their nature should survive any termination of this Agreement shall so survive. If you issue any purchase orders, work orders, statements of work, proposals, invoices or other documents related to this Agreement or the Services, then any standardized terms and conditions included in or annexed to those documents will be void and have no effect, and the Terms and Conditions of this Agreement will prevail. Hand-written terms and conditions provided by you will have no force or effect. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto.