



TERMS & CONDITIONS (PURCHASE ORDER)

These Terms & Conditions apply to the Services (defined below) only to the extent that there is not an existing Agreement between you and Jones Lang LaSalle Americas, Inc. or any other JLL entity set forth in such Agreement.

Agreement & 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 Jones Lang LaSalle Americas, Inc. ("JLL") and you, either individually, or on behalf of your employer or any other entity which you represent ("you" or "your"). In case you represent your employer or another entity, you hereby represent that (i) you have the legal authority to bind your employer or such entity (as applicable) to these Terms; and (ii) after reading and understanding these Terms, you agree to this Agreement on behalf of your employer or the respective entity (as applicable), and this Agreement shall bind your employer or such entity (as the case may be). 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 or through its work order platform. The term shall continue until you have completed the Services. JLL has the right to terminate this Agreement by providing you with written notice of early termination for any reason. You shall immediately cease performance of the Services upon JLL providing such written notice. JLL may, in its sole and absolute discretion, provide you with a reasonable opportunity to cure any breach of this Agreement.

Standards of Performance. 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 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 JLL of a receipt note for the goods shall not constitute any acknowledgement of the condition, quantity or nature of those goods, or JLL's acceptance of them. Any goods rejected or returned by 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 JLL upon JLL's acceptance thereof. 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. 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. Notwithstanding anything to the contrary herein, 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. JLL has the right to withhold from payments due to you such sums that are under dispute or reasonably necessary to protect JLL against losses or damages attributable to you.

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. You shall maintain: (i) Commercial General Liability on a form at least as broad as the current Insurance Services Office (ISO) form CG 00 01 or another "occurrence" form providing equivalent coverage in an amount not less than \$1,000,000 per claim, \$2,000,000 general aggregate; (ii) to the extent that the Services include the use of automobiles, the state mandated automobile insurance coverage for non-commercial vehicles or Commercial Automobile Liability insurance in an amount not less than \$1,000,000 per accident; (iii) to the extent that the Services includes your use of specialized equipment, all-risk replacement cost Property Insurance; (iv) Workers Compensation at the statutory limits; (v) Employer Liability coverage in an amount not less than \$1,000,000; (vi) to the extent the Services include unlimited, unrestricted access to JLL property, Crime Coverage in an amount not less than \$500,000 per occurrence; (vii) to the extent that the Services include professionally designed deliverables, consulting, or professional advice, Errors and Omissions Liability in an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate; (viii) to the extent that the Services include media deliverables and such coverage is not included in your Commercial General Liability, media liability coverage in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate; and (ix) to the extent that the Services include any technology, Cyber Risk Insurance in an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate. Such insurance coverage shall: (a) for Commercial General Liability and Cyber Risk, include Jones Lang LaSalle Americas, Inc. as an additional insured; (b) for Worker's Compensation and Property Insurance, include a waiver of subrogation in favor of Jones Lang LaSalle Americas, Inc.; (c) for Commercial General Liability, be primary to, and noncontributory from, JLL's insurance; (d) not be cancelled or modified at any time during the Term, and remain in force for two (2) years following the Term. You shall provide JLL with a Certificate of Insurance within thirty (30) days of performance of the Services.

Indemnification. To the fullest extent permitted by applicable law, you shall defend, indemnify and hold harmless JLL, its affiliates, subsidiaries, and each of their respective officers, directors, employees, agents, shareholders, partners, joint venturers, 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, 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; (g) a virus introduced onto JLL's system, network, or technology assets; and (h) a data breach. Claims must be submitted to your insurance carrier for coverage prior to any submission to JLL.

Data Security. You shall maintain an information security program that includes appropriate administrative, technical and physical safeguards and be based on an industry-recognized control framework. You shall: (a) encrypt all JLL data, both at rest and during transmission; and (b) maintain intrusion detection and prevention, as well as auto-updating antivirus and anti-malware protection. You shall not sell, rent, release, disclose, disseminate, or transfer JLL data, in whole or in part, to an affiliate or any other third party for monetary or other valuable consideration except as specifically authorized in this Agreement. Upon termination of this Agreement, you shall delete all JLL data from your systems. You shall notify JLL in writing as soon as possible and without unreasonable delay, after you have either actual or constructive knowledge of any act, omission or occurrence that compromises the security, confidentiality or integrity of JLL data. You shall reimburse JLL for all costs incurred by JLL in responding to, and mitigating damages caused by, any data breach, including all costs of notice and/or remediation. You represent and warrant that the Services and all communications and transfers under this Agreement are and, at all times shall be, free of any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner (i) the function of any computer, software, firmware, hardware, system or network or (ii) the security, integrity, confidentiality or use of any data. You shall ensure that all your affiliates comply with all data security obligations herein, and you shall be liable to JLL for any affiliate's act or omission in breach of these data security provisions.

Litigation. You shall provide all assistance as reasonably required by JLL in any litigation, insurance claim or dispute 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 & 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. To the extent the Services involve the transfer or processing of any information relating to an identified or identifiable natural person, you and your affiliates shall comply with all data privacy laws applicable to such transfer or processing, including but not limited to the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and the California Consumer Privacy Act of 2018 ("CCPA"). For the purposes of the GDPR, JLL shall be the controller and you shall be the processor. For the purposes of the CCPA, JLL is a "business" and you are a "service provider", each term as defined in the CCPA. 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 particular JLL requirements, you shall perform appropriate background checks and drug screenings on all of your personnel and not use any non-compliant personnel.

Ethics Compliance & 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 shall comply with JLL's Vendor Code of Conduct, which can be found by searching on <http://www.jll.com/>.

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. Neither party shall be liable for any delay or failure in performing its obligations regarding this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, including, but not limited to acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions, damage to or destruction of the facilities, curtailment of transportation, severe weather or other emergency condition, or prohibitions by any governmental authority.

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 names, trademarks, brands, or company logo in any website, advertisement, or other form of publication. You shall not make any statement, disclosure or acknowledgment, nor issue any marketing material, 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 State of Illinois. 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. Handwritten 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.