

JLL Terms and Conditions (Purchase Order)

These Terms and Conditions apply to all purchase orders issued by JLL, except where the purchase orders are stated to be subject to another written agreement.

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 Limited, a company registered in England (“**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 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 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 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, labour, insurance premiums of any kind or description, sales taxes, salaries, 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 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 invoice 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, JLL shall pay you 60 (sixty) days from date of receipt of a valid invoice, except where the purchase orders are stated to be subject to another signed agreement (and in which case the payment terms in the signed agreement shall prevail).

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 upon request provide to JLL appropriate documentation evidencing such required insurance coverage and shall not provide any Services if you fail to comply with these requirements:

- A. Public liability insurance and product liability insurance with limits no lower than £2,000,000 per occurrence;
- B. Professional indemnity insurance with limits no lower than £2,000,000 per occurrence, provided that this provision shall not apply where the Services consist solely of the delivery of goods; and
- C. Worker’s Compensation or employers’ liability insurance to required statutory limits.

Indemnification. To the fullest extent permitted by applicable law, you shall indemnify and hold harmless JLL and their respective officers, directors, employees, agents, shareholders, partners, joint ventures, affiliates, successors and assigns from and against any and all 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 wilful 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, licence 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.

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 and your rights and obligations under it may not be assigned or transferred by you. Any attempted to do so by you shall be of no force or effect. JLL may assign or transfer its rights and obligations under this Agreement. You shall not utilise 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. Utilisation 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 comply 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 from time to time. 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, colour, 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 on all of your personnel and not use any non-compliant personnel.

Ethics Compliance and Vendor Code.

- 1) You:
 - a) and your related entities must at all times comply with all applicable anti-bribery, anti-corruption, anti-money laundering, trade sanctions and export control, modern slavery (including without limitation forced or compulsory labour, child labour, physical abuse, and withholding of identity papers), equal opportunity, anti-discrimination, health and safety, and environmental laws, rules, and regulations (“**Compliance Laws**”);
 - b) warrant that you and your officers and its current and historical related entities have never materially violated any Compliance Laws, nor been the subject of any government indictment, nor had any fines, penalties or settlement agreements with any government agency in the past five years that resulted in material financial costs, or negatively affected your ability to operate;
 - c) must at all times have due diligence procedures for your operations as well as for participants in its supply chains adequate to ensure that there is no modern slavery or human trafficking in it or its supply chains;
 - d) must not engage any third party that at any time engages in modern slavery;
 - e) must not provide work environments that are unsafe or unhealthy for anyone;
 - f) must minimise adverse effects on the community, environment, and natural resources;
 - g) must notify JLL as soon as you become aware of any actual or suspected bribery, corruption, money laundering, slavery, human trafficking, discrimination, or breach of health and safety or environmental laws, in your own operations or supply chain; and
 - h) must endeavour to maintain records tracing the supply chain of all goods and services provided under this Agreement and make immediately available to JLL upon its request all such records.
- 2) You also acknowledge that you have read and will comply with the objectives and requirements of JLL’s Code of Business Ethics, Vendor Code of Conduct, Human Rights Policy, Global Sustainable Sourcing & Procurement Policy Charter, Global Health, Safety & Environment Policy and Global Environmental Policy.
- 3) You will:
 - (a) endeavour to embed appropriate sustainability practices in your business and supply chain policies and procedures;
 - (b) promote age, racial, cultural, disability, gender and religious diversity and inclusivity of employees across its business and its supply chain, except where law prohibits;

- (c) adopt carbon reduction principles for your business and obtain similar commitments from your service contractors, subcontractors, agents and distributors;
 - (d) adopt approaches to maximise positive social impacts of its practices such as buying locally, promoting skills development through apprenticeships, employee training and promotion and offering employment opportunities to the local community; and
 - (e) pay all employees, as a minimum, the national or local minimum wage as required by law or regulations.
- 4) If you breach clauses 1 – 3 in this Ethics Compliance and Vendor Code section, or if any warranty given by you is or becomes untrue:
- (a) JLL will, if JLL considers it appropriate, work with you to remediate the breach; and
 - (b) despite clause 2, JLL may at any time thereafter terminate this Agreement with immediate effect by giving written notice to you.

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 by 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 labour 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.

Data Protection. For this Agreement "Data Protection Legislation" means the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national laws, regulations and secondary legislation implementing or supplementing GDPR in any relevant country from time to time. The Agreement and factual arrangements arising from it dictate the role of each party in respect of the Data Protection Legislation. Unless the Agreement and factual arrangements dictate otherwise, as between the parties for the purposes of the Agreement, JLL is deemed to be the controller and you are deemed to be the processor. JLL in its role as controller shall comply with the Data Protection Legislation to the extent it relates to the receipt of Services pursuant to the Agreement. You in your role as processor or controller (as the case may be) shall comply with Data Protection Legislation to the extent that it relates to the provision of Services and fulfilment of your other obligations pursuant to the Agreement. Nothing within this Agreement relieves either party of its own direct responsibilities and liabilities under the Data Protection Legislation. You shall not process personal data other than on the documented instructions of JLL, unless you are required to process the personal data by any law to which you are subject. In such a case you shall inform JLL of that legal requirement before complying with it, unless that law prohibits you from doing so. JLL instructs you (and authorises you to instruct each authorised sub-processor) to process personal data, as reasonably necessary for the provision of the Services and consistent with the Agreement. You shall ensure that you and any third party with access to the personal data have appropriate technical and organisational security measures in place, to guard against the unauthorised or unlawful processing of personal data and against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the personal data. On request, you will confirm in writing to JLL the security measures you have adopted. You shall take reasonable steps to ensure the reliability of any employee, agent or contractor that has access to personal data. You shall ensure that all personnel with access to the personal data are aware of their responsibilities in respect of the personal data. The personnel must all be subject to enforceable duties of confidentiality in respect of the personal data. You must notify JLL if you receive any request for subject access in respect of personal data or any enquiry or complaint

from a data subject, supervisory authority or third party regarding the processing of personal data. You must upon written request assist JLL to respond to requests in the manner set out in the Data Protection Legislation. You must notify JLL without delay if you become aware of a personal data breach, and you must provide all cooperation and information reasonably requested by JLL in respect of a personal data breach as soon as possible following your detection of the breach, including the following details: (a) nature of the breach, (b) the personal data compromised, (c) how the breach is being investigated and any remedial steps already in place or being put into place, and (d) contact details of your representative for this purpose. If all the above information cannot be provided at one time, you must provide it in phases as it becomes available to you without delay. In relation to any data protection impact assessments or 'prior consultations' with supervisory authorities, you must provide upon written request provider such assistance as JLL reasonably considers to be required in accordance with Data Protection Legislation, including Articles 35 or 36 of the GDPR. You must, upon receipt of a written request from JLL, delete or return all the personal data at the end of the provision of the Services for which the personal data was processed. You may retain copies of the personal data in accordance with any legal or regulatory requirements, or any guidance that has been issued in relation to deletion or retention by a supervisory authority. You must obtain JLL's consent before appointing sub-processors other than your affiliates. You must ensure that any arrangements you have with sub-processors are governed by a written agreement including terms offering at least the same level or protection of personal data as those set out herein, and meeting the requirements of Data Protection Legislation, including Article 28 of the GDPR.

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 business days after deposit, postage prepaid; (ii) a reputable messenger service or a nationally recognised 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.

Employment tax liabilities.

Definitions:

"Deemed Employment Engagement": an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies.

"Personnel": any of your officers, directors, employees, workers or contractor involved in the provision of the Services.

Your (including Personnel) relationship to JLL will be that of independent contractor and nothing in this Agreement shall render you (nor Personnel) an employee, worker, agent or partner of JLL and you shall not hold yourself out as such and shall procure that any Personnel shall not hold themselves out as such.

1.1 You will, and will procure that your Personnel will, promptly give to JLL all information, documentation and materials as JLL may reasonably require from time to time in order for JLL to determine from time to time whether this Agreement is a Deemed Employment Engagement and, if JLL does so determine, in order for JLL to comply with any obligation to deduct tax and National Insurance contributions (NICs) from your fee. You will also, and will procure that your Personnel will also, promptly advise JLL of any material change to any information, documentation or materials previously provided under this clause, and will also promptly give to JLL any other information, documentation and/or materials which you consider or the Personnel consider (or ought reasonably to consider) relevant to determining whether this Agreement is a Deemed Employment Engagement.

1.2 You will, and will procure that any Personnel will, comply with JLL's status disagreement process, notified to you from time to time, for resolving any disagreement over any determination made by JLL as to whether the engagement is a Deemed Employment Engagement.

1.3 Save where JLL has determined that this Agreement is a Deemed Employment Engagement (and has made such deductions from your fees as JLL is legally required to make) you shall be fully responsible for and shall indemnify JLL (and its affiliates) for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the engagement is employment or made in connection with either the performance of the Services or any payment or benefit received by any Personnel in respect of the Services ('Unpaid Tax'), where such recovery is not prohibited by law. You shall further indemnify JLL against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by JLL in connection with or in consequence of:

- (a) any Unpaid Tax (other than where the latter arise out of JLL's negligence or wilful default) or
- (b) your failure or the of any of the Personnel to comply with their obligations under clause 1.2 and 1.3 above.

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 England, and the courts of England shall have jurisdiction over disputes or claims arising out of or in connection with it. 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 standardised 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. JLL's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.