

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.

1. 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 SE, Bockenheimer Landstr. 55, 60325 Frankfurt am Main, registered in the commercial register of the Local Court of Frankfurt am Main, HRB 108051 ("JLL"). Your acceptance of this Agreement is evidenced by your performance.

- (a) These Terms and Conditions apply in particular to contracts for the sale and/or the delivery of movable goods, irrespective of the fact whether the seller manufactures the goods himself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the Terms and Conditions in the version valid at the time of the JLL's order or in any case in the version last notified to him in text form shall form a framework agreement applicable for similar future contracts
- (b) These Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementary general Terms and Conditions provided by you shall only then be part of the contract, that and to the extent JLL expressly agreed to in writing.

2. Term.

- (a) 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.
- (b) 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.

3. Standards of Performance.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) All Services not conforming to these requirements may be considered defective and shall be repaired, replaced or re-performed at your expense.
- (f) 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.

4. Transfer of title and risk

(a) 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.

(b) Any processing, mixing or combination (further processing) of provided items by you shall be carried out for JLL. The same shall apply in the event of further processing of the delivered goods by JLL, so that JLL shall be deemed to be the manufacturer and shall acquire title to the product at the latest upon further processing in accordance with the statutory provisions.

5. Limitation Period

Notwithstanding § 438 (1) No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance.

The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims for restitution in rem of third parties (§ 438 para. 1 no. 1 BGB) remains unaffected; claims from defects of title shall furthermore in no case become time-barred, as long as

the third party still has the right - in particular in the absence of a limitation period - to enforce claims against JLL.
can claim us.

6. Compensation.

(a) 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.

(b) Invoices shall be delivered via e-mail to efc.ap-germany@eu.jll stating the JLL purchase reference number as supplied by the respective JLL contact and payment shall be due within 60 days of the respective invoice's receipt.

7. 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.

8. Insurance.

(a) 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.

- i. Public and products liability insurance (*Betriebshaftpflichtversicherung*) with limits no lower than 3 Million Euro per occurrence
- ii. Appropriate Professional indemnity insurance (*Berufshaftpflichtversicherung*).

9. Indemnification.

(a) 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: (i) your performance of (or failure to perform) the Services; (ii) breach of this Agreement by you or any of your affiliates, subcontractors, agents or employees; (iii) any negligence or willful misconduct by you or any of your affiliates, subcontractors, agents or employees; (iv) violation of law by you or any of your affiliates, subcontractors, agents or employees; (v) 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; (vi) 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 (vii) data breach.

10. 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 and to the extent permitted by law.

11. 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. 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.

12. Compliance with Laws.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

13. 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 labour, child labour, physical abuse, withholding of identity papers, or retaliation in any form. You have satisfactory labour 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 principles 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 DE.Compliance@eu.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 at <https://www.us.jll.com/en/about-jll/company-information/business-ethics-and-vendor-code> and agree that you will comply with it.

14. 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 in accordance with Law.

15. 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.

16. Force Majeure.

a) 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 (especially but not limited to an Epidemic/pandemic and/or highly contagious infectious diseases), 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.

b) JLL expressly reserves the right to withdraw from the contract or terminate it with immediate effect if an event or occurrence beyond the control and without JLL's fault or negligence (especially but not limited to an Epidemic/pandemic and/or highly contagious infectious diseases), which cannot be classified as a short-term or minor disruption irrevocably remove the interest in the execution of the contract or disturb the intended use limiting you to claim fruitless expenditures only.

17. 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.

18. 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.

19. Data Privacy

The applicable data privacy provisions are set out in Addendum A to this Agreement.

20 Notices. Any information or notices required to be given under this Agreement shall be in writing to:

Procurement & Sourcing Team
Bockenheimer Landstraße 55
60325 Frankfurt am Main

21 Miscellaneous Provisions.

(a) 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.

(b) 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.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, and the courts of Frankfurt am Main shall have jurisdiction over disputes or claims arising out of or in connection with it.

(d) The provisions of this Agreement which by their nature should survive any termination of this Agreement shall so survive.

(e) 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.

(f) Hand-written terms and conditions provided by you will have no force or effect.

(g) 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.

Addendum A

This Data Privacy Addendum ("Addendum") is incorporated into and amends this Agreement. JLL (including any member(s) of the Jones Lang LaSalle corporate group that is or are party to the Agreement and Supplier agree as follows:

1. Definitions

"Agreement" means one or more agreements for the provision to JLL of goods and/or services (including, without limitation, all statements of work, amendments, addendums, schedules and attachments thereto).

"Data Privacy Laws" includes any laws, regulations, and secondary legislation, and orders and industry standards implementing or supplementing such provisions, concerning privacy or data protection, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Protection Act (CCPA).

"Personal Information" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, or an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Process" and "Processing" means any operation performed upon Personal Information such as collection, organization, storage, alteration, retrieval, use, dissemination, erasure or destruction.

"Supplier" means each party to the Agreement other than JLL.

2. Use of Personal Information and Handling Restrictions

Where required by applicable Data Privacy Laws, Supplier will be data processor and JLL will be the data controller for all Personal Information, unless the parties agree otherwise in writing. JLL will ensure that all privacy notices required to enable the Supplier and any authorized sub-processors to carry out their obligations in relation to the Personal Information are provided to the relevant data subjects. JLL will ensure that any Personal Information transferred to the Supplier can be lawfully Processed by the Supplier or any authorized sub-processors.

Supplier acknowledges that it provides services as specified in, or otherwise performed pursuant to the Agreement ("Services"). Supplier will only Process Personal Information on JLL's instructions and solely as necessary for Supplier to perform the Services and its obligations under this Addendum or to perform another business purpose as permitted under applicable Data Privacy Laws. Supplier must not Process Personal Information for any other purpose. For the avoidance of doubt, Supplier must keep confidential all Personal Information and must not sell, resell, lease, assign, rent, sublicense, distribute, transfer, disclose, time-share or otherwise exchange Personal Information (or any portion thereof) for any reasons (whether or not for monetary or other consideration), except to the extent that a disclosure or transfer is required by law or is authorized under the Agreement. All Personal Information is and will be deemed to be and will remain the exclusive property of JLL. The acts or omissions of Supplier's affiliates (including its employees, agents, representatives, contractors and

subcontractors) regarding Personal Information are deemed the acts or omissions of Supplier. The parties agree that any transfer or disclosure of Personal Information between JLL and Supplier under the Agreement is not for monetary or other valuable consideration and therefore does not constitute a sale of Personal Information.

To the extent the Services involve cross-border transfers of Personal Information, Supplier must ensure that such transfers comply with applicable Data Privacy Laws.

Supplier will maintain records and information that demonstrate, to JLL's reasonable satisfaction, its compliance with all applicable Data Privacy Laws and the requirements of this Addendum and will make all such records and information available to JLL or an auditor JLL selects for the purpose of auditing Supplier's compliance.

3. Details of Processing

The subject matter and duration of Processing are set out in the Agreement, including this Addendum. Processing ceases upon termination or expiration of the Agreement.

The purpose of Processing is to perform the Services and the nature of Processing will consist of using, recording, editing, storing, and accessing Personal Information, for the purpose of performing Services under the Agreement(s).

Categories of individuals whose Personal Information may be Processed, unless otherwise defined elsewhere in the Agreement, may include the following in respect of JLL and / or its clients: employees, contractors, vendors, building occupants / tenants / landlords / visitors, and others.

The obligations and rights of the Supplier are set out in the Agreement, including this Addendum.

If Art. 28(3) GDPR or other Data Privacy Law obliges the Parties to agree on certain details of Processing, then:

- (a) Appendix 1 must be completed and attached; and
- (b) The Parties agree to the details of Processing as set out in that Appendix.

4. Access Limitations

Supplier must only provide access to Personal Information to those personnel who have a need to know to enable Supplier to perform its obligations under the Agreement, and who have agreed in writing to comply with the requirements of this Addendum as if they were the Supplier. Supplier must obtain JLL's prior written authorization before appointing any third party to Process Personal Information, and will ensure that arrangements with any such third party are governed by a written contract including terms that offer at least the same level of protection for Personal Information as those set out in this Addendum, and which meet the requirements of applicable Data Privacy Laws.

Supplier will, in accordance with any written request from JLL, delete or return Personal Information (and ensure that any third parties it engages do the same) at the end of the provision of the Services for which the Personal Information was Processed. Supplier may retain copies of Personal Information in accordance with any legal or regulatory requirements or any guidance issued by a supervisory authority relating to deletion or retention.

5. Compliance with Data Privacy Laws

Supplier must provide JLL with all reasonably requested assistance and cooperation to enable JLL to comply with its obligations under the Data Privacy Laws, including cooperating with JLL to respond to any individuals' requests, inquiries, or assertion of rights under the Data Privacy Laws with respect to Personal Information. Supplier must provide its assistance within any reasonable timeframe specified by JLL. If Supplier receives a request directly from an individual or legal / regulatory authority concerning Personal Information, Supplier must, to the extent not prohibited by applicable law or any regulatory authority, promptly forward the request to JLL for handling, direct the individual to submit the request as indicated in JLL's privacy statement, and cooperate with any JLL instructions regarding the request.

6. Privacy Protection

Without in any way limiting any requirements or provisions of the Agreement or this Addendum, Supplier warrants that it has adopted and implemented, and will maintain for as long as this Addendum is in effect or as long as Supplier Processes Personal Information (whichever is later), technical and organizational measures to protect all Personal Information against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, and access, and against all other unlawful activities. Supplier will promptly provide to JLL upon written request a written description of the technical and organizational security measures Supplier has implemented to comply with this section. Supplier will encrypt Personal Information during transmission using industry standard protocols and also encrypt at rest any high risk (sensitive) Personal Information (as defined by applicable Data Privacy Laws). Supplier will implement and maintain security measures, procedures, and practices appropriate to the nature of Personal Information and adequate under the Data Privacy Laws to protect Personal Information from unauthorized access, destruction, use, modification, or disclosure ("Privacy / Security Incident"). Supplier must immediately inform JLL when it becomes aware

of any actual or suspected Privacy / Security Incident unless the incident is unlikely to result in a risk to the rights and freedoms of the individuals concerned, and will timely provide all information and cooperation reasonably requested by JLL. Supplier will promptly take all measures and actions necessary to remedy or mitigate the effects of the Privacy / Security Incident and will keep JLL informed of all material developments in relation to it. Unless applicable law requires, Supplier will not notify any third party or regulatory authority of an actual or suspected Privacy / Security Incident without JLL's prior written authorization.

7. Compliance, Indemnification and Remedies

Supplier must comply with all Data Privacy Laws in the fulfillment of its obligations and otherwise in its rendering of services to JLL. Supplier represents and warrants that it has implemented written guidelines to ensure its compliance with its obligations under this Addendum and shall provide those written guidelines to JLL on request. Each party will indemnify and keep the other party indemnified from and against any and all losses and third-party claims that the other party may suffer or incur (directly or indirectly) arising out of or relating to either party's (or the party's subsidiaries' or affiliates') failure to comply with its obligations set out in this Addendum, except insofar as the Agreement provides otherwise, in which case the terms of the Agreement prevail to the extent of the inconsistency. Supplier agrees that, without limiting any of JLL's other rights or remedies under the Agreement or at law, JLL may terminate the Agreement immediately by giving written notice to the Supplier in the event of breach by Supplier (or a third party working on behalf of Supplier) of any of its obligations under this Addendum.

8. General

Except as expressly set forth in this Addendum, the terms of the Agreement(s) shall remain unmodified and in full force and effect. If there is a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail. If applicable law requires survival of any terms of this Addendum, such terms will survive after expiration or termination of the applicable Agreement.