



SERVICE CONTRACTOR AGREEMENT (Long Form, Agency)

This Agreement is made and entered into on _____, 202_ between ("Owner") by and through its agent Jones Lang LaSalle Americas, Inc. ("Agent" or "JLL"), and ("Service Contractor" or "Supplier").

RECITALS

WHEREAS, Service Contractor is skilled in the performance of the Contract Duties (identified below) and has offered to perform the Contract Duties for Owner with respect to the property located at (the "Property"); and

WHEREAS, Owner desires to secure the performance of the Contract Duties by Service Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. Term of Agreement

The term of this Agreement shall begin on and shall end on (the "Term"), subject to any early termination as provided herein. At the end of the Term, Owner shall have the option to extend this Agreement on a month to month basis for up to an additional three (3) months upon the same terms set forth in this Agreement.

2. Contract Duties

2.1 Duties. During the Term of this Agreement, Service Contractor shall timely and fully perform all of the Contract Duties set forth in Exhibit A (the "Contract Duties" or "Services").

If the Contract Duties include security guard services, waste removal, remediation of hazardous materials, or small construction projects, the appropriate JLL rider with additional terms and conditions must be attached to this Contract as Schedule 1. If Schedule 1 is not attached, or is marked "N/A", then Service Contractor acknowledges that the Contract Duties/Services do not include any security guard services, waste removal, remediation of hazardous materials, or small construction projects.

Additionally, unless specifically set forth in Schedule 1, Service Contractor acknowledges that the Contract Duties do not include any professional consulting services, or any work for which Service Contractor would be required to be licensed as an architect or professional engineer as those services need to be on different contract forms and/or require additional approvals. Service Contractor is not authorized to perform any such work and will immediately report to Agent its belief that any portion of proposed Contract Duties would fall into any of these unauthorized categories. If additional Owner properties are specified in a work order issued by Agent and accepted by Service Contractor, such properties shall be deemed included in the Properties covered by this Agreement.

2.2 Additional Services. From time to time during the term of this Agreement, Owner may request Service Contractor to perform services or provide materials that are not set forth in the Contract Duties but are related to the Contract Duties ("Additional Services"). Service Contractor shall secure from Owner an authorization in writing for any Additional Services and any additional compensation related to such Additional Services. If Service Contractor performs the requested services without securing written authorization, such services shall be deemed part of the Contract Duties, and no additional compensation shall be owed to Service Contractor. All Additional Services performed by Service Contractor shall be governed by the terms of this Agreement.

3. Compensation

Owner shall pay Service Contractor compensation for Service Contractor's performance of the Contract Duties in the amounts and at the rates set forth in Exhibit B. Service Contractor shall bill Owner for such compensation not more frequently than monthly, unless more frequent billing is requested by Owner. Service Contractor shall bill Owner no later than ninety (90) days of completion of the Contract Duties, or if the Contract Duties are ongoing, no later than ninety (90) days after each month in which Contract Duties are performed. Service Contractor may not be paid for Contract Duties billed after such date.

4. Standards of Performance

- 4.1 Industry Standards. Service Contractor shall perform the Contract Duties in accordance with industry standards established by those engaged in a business similar to that of Service Contractor.
- 4.2 Conformance to Requirements. Service Contractor warrants that all Contract Duties, including delivery of goods, shall be timely and fully performed in a safe, good, and workmanlike manner and that the Contract Duties, including all materials and equipment furnished hereunder, shall conform to all requirements and specifications identified in this Agreement and shall be free from defects of any kind in materials and workmanship and suitable for their intended purpose. All Contract Duties not conforming to these requirements, including substitutions not properly authorized, may be considered defective.
- 4.3 Manufacturers' Warranties. If any goods or materials provided by Service Contractor in the performance of the Contract Duties are warranted by the manufacturer, then Service Contractor shall transfer to Owner all such warranties (and deliver all documents evidencing such warranties).
- 4.4 Equipment Supplies and Expenses. Service Contractor shall provide all equipment and supplies to properly perform the Contract Duties, and shall pay for all fuel, uniforms, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of Service Contractor, and all other expenses whatsoever incurred in the performance of the Contract Duties.
- 4.5 Licenses. Service Contractor shall obtain at its own cost all licenses (including professional licenses), permits, certificates and authorizations necessary for Service Contractor to do business in all jurisdictions where any part of the Contract Duties are to be performed. Service Contractor shall also obtain all licenses, permits, certificates and authorizations necessary in connection with Service Contractor's performance of the Contract Duties, and give all notices required under applicable law.
- 4.6 Order. Service Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ on the Contract Duties any unfit person or anyone not skilled in performance of the Contract Duties. Owner has the right to require Service Contractor to remove from its work force assigned to the Property any employees or subcontractor's employees whose presence at the Property Owner deems, in its sole discretion, to be detrimental to the best interests of the Property.
- 4.7 Identification of Employees. Subject to any specific requirements in the Rules and Regulations for Contracted Service Personnel, set forth in Exhibit D, or in any rules imposed by Owner, Service Contractor shall uniform its employees or otherwise identify its employees to the subjective satisfaction of Owner.

- 4.8 Harmonious Relations. Service Contractor shall take all action necessary to ensure that its employees shall at all times work in harmony with, and shall not interfere with or disrupt or cause labor disharmony with the activities of Owner, Agent or any other contractor or third party at the Property.
- 4.9 Supervisor. When required by Owner, Service Contractor shall provide a competent and well trained on-site supervisor for performance of the Contract Duties.
- 4.10 Training and Safety. Service Contractor shall maintain an employee training program to ensure maximum efficiency of performance of the Contract Duties and to ensure the safety of all persons on the Property.
- 4.11 Waste Removal. Service Contractor shall keep the Property free from accumulation of waste materials or rubbish caused by Service Contractor's operations.
- 4.12 Remedy of Damage. Service Contractor shall promptly remedy all damage or loss at the Property if such damage or loss is caused by Service Contractor, its subcontractor or anyone performing the Contract Duties through Service Contractor.
- 4.13 Single Point of Contact. Service Contractor agrees that Agent is the sole and exclusive point of contact with the Owner for communications regarding performance of the Contract Duties under this Agreement, and Service Contractor will not communicate directly with Owner without Agent's prior written consent, except to the extent necessary in the ordinary course of Service Contractor's performance.
- 4.14 Administrative Requirements. Service Contractor will participate in, and fulfill all requirements of, Owner's supplier management/due diligence program(s) during the Term of this Agreement, whether operated by Owner, Agent or its authorized third-party administrator. Further, Service Contractor agrees to use Owner's or Agent's designated work order technology platform as applicable.
- 4.15 Hazardous/Toxic Material: Service Contractor shall be responsible for complying with all applicable Federal, State and Local laws, ordinances and regulations pertaining to the use of all hazardous and toxic material. Service Contractor shall identify to Owner in advance of delivery any toxic substances or hazardous materials incorporated in or associated with the Contract Duties provided hereunder and shall advise Owner of all precautions to be taken for their use and disposal. When applicable, Service Contractor shall furnish Owner a completed Safety Data Sheet for any materials furnished by Service Contractor hereunder as required by any Federal, State or Local laws, ordinances or regulations. Any transportation or other handling of the hazardous materials by Service Contractor shall be performed in accordance with all applicable Federal, State, and Local laws, ordinances and regulations.

5. Compliance

- 5.1 Compliance with Laws and Guidelines. Service Contractor shall comply with all applicable laws and guidelines in performing the Contract Duties (including sections 33F and 33G of the San Francisco Police Code, as applicable, available at: <http://sfgov.org/olse/formula-retail-employee-rights-ordinances> and by hard copy upon request) But not limited to, laws and guidelines implemented by authorities having jurisdiction where the property is located as a result of the novel coronavirus(COVID-19) pandemic. These laws and guidelines may include, but are not limited to, the use of personal protective equipment and/or face coverings and following social distancing guidelines. Service Contractor shall not take, and is not authorized to take, any action in the name of or on behalf of Agent or Owner, or which would violate any applicable law or guideline. If Service Contractor performs any Contract Duties contrary to applicable law or guideline, any additional costs resulting therefrom, including costs

of correcting said Contract Duties to comply with such law and the cost of fully indemnifying Agent and Owner from any liability or expenses with respect to such violations by Service Contractor may be offset by Agent and Owner against amounts due and owing to the Service Contractor hereunder.

5.2 Safety Regulations. Service Contractor shall ensure that all personnel performing any Contract Duties comply with the basic provisions of OSHA Safety and Health Standards (29 C.F.R. § 1910) and General Construction Standards (29 C.F.R. § 1926) as such federal regulations are applicable to the Contract Duties. Service Contractor shall be responsible for the implementation and enforcement of health and safety requirements. Service Contractor shall provide Safety Data Sheets (SDS) in compliance with OSHA Hazard Communication Standards. Service Contractor shall take all necessary and desirable precautions for the safety of all personnel on the Property, and provide the necessary protection to prevent damage, injury, or loss (i) to or at the Property and (ii) to all materials or equipment to be provided, incorporated in, or utilized in connection with the Contract Duties, whether on or off the Property. Service Contractor is prohibited from bringing any firearms, explosives or weapons of any kind onto the Property.

5.3 Owner's Rules and Regulations. Service Contractor shall at all times comply with the Owner's Rules and Regulations set forth in Exhibit D, as well as any other exhibits, rules or regulations reasonably imposed by Agent or Owner in connection with the safe and efficient operation of the Property and/or the performance of the Contract Duties by Service Contractor.

To the extent permitted by law, and subject to any particular Owner requirements set forth in Exhibit D, Service Contractor shall perform appropriate background checks and drugs screenings on all Service Contractor personnel and not use any non-compliant personnel.

5.4 IRCA. Service Contractor agrees at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). Service Contractor shall properly verify the identity and eligibility for work within the United States of all persons performing the Contract Duties on Service Contractor's behalf. Within three (3) days of receipt of a written request from Owner, Service Contractor shall provide sufficient documentation to evidence Service Contractor's compliance with IRCA.

5.5 Non-Discrimination. Service Contractor 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.

5.6 OFAC Restrictions. Service Contractor represents and warrants that neither it, nor anyone acting on its behalf, is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order, or other governmental action.

5.7 Vendor Code of Conduct. Agent recognizes that its dealings with contractors often take place in cultures with different norms and values. Certain standards, however, as set out in Agent's Vendor Code of Conduct, are universally applicable and Agent expects everyone with whom it has commercial dealings to meet such standards. Agent expects its contractors to have a natural respect for ethical standards in the context of their own particular culture. Agent's relationships with contractors are based on the principle of fair and honest dealings at all times and in all ways. Agent specifically expects its contractors to extend the same principle of fair and honest dealings to all others with whom they do business, including employees, subcontractors, and other third parties. Service Contractor hereby

acknowledges that it has read Agent'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 that it must comply with the terms thereof. Owner or Agent shall have the right, in its sole and absolute discretion, to immediately terminate this Agreement in the event of any violation of the Vendor Code of Conduct by Service Contractor.

5.8 Ethics Compliance. Service Contractor represents, warrants, and covenants the following:

- (a) It is our policy to comply with all anti-bribery and anti-corruption laws, and we have never had a significant violation of any anti-bribery or anti-corruption laws, rules or regulations in the jurisdictions in which we operate.
- (b) It is our policy to comply with all anti-money laundering ("AML") laws, and we have never had a significant violation of any applicable AML laws in the jurisdictions in which we operate.
- (c) We have not been the subject of any government indictment, nor have we had any fines, penalties or settlement agreements with any government agency in the past 5 years that resulted in material financial costs to our company or affected our ability to conduct business operations.
- (d) It is our policy to conduct our business ethically, and to uphold standards of fair business dealings, competition, and customer privacy.
- (e) It is our policy to uphold standards of equal opportunity and anti-discrimination. We have never had a discrimination claim that involved a significant percentage of our employees or resulted in significant fines, penalties, or settlement amounts.
- (f) (i) It is our policy to support and respect the protection of human rights; (ii) We 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; (iii) We have satisfactory labor relations, including with respect to working hours, wages, benefits and humane treatment; (iv) We and our officers, employees, agents and subcontractors comply with all applicable anti-slavery and anti-human trafficking laws; (v) Neither we nor our officers, employees, agents or subcontractors have been investigated for, or convicted of, slavery-related or human trafficking-related offences; (vi) We have in place adequate due diligence procedures for our operations as well as for our suppliers, subcontractors and other participants in our supply chains, to ensure that there is no slavery or human trafficking in our supply chains; (vii) We do not knowingly engage any third-party, including recruiting agency, that engages in modern slavery and will require our supply chain to contractually agree to the same.
- (g) It is our policy to provide a safe and healthy work environment to our employees, and we have a health and safety program that is appropriate for our services. We have not had a violation of any health or safety laws, rules or regulations in the jurisdictions within which we operate in the past 5 years that resulted in a significant financial cost to our company or affected our ability to conduct business operations.
- (h) It is our policy to uphold principles of environmental responsibility, and in our operations we seek to minimize adverse effects on the community, environment, and natural resources. We 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 our company or affected our ability to conduct business operations.
- (i) We will endeavor to embed appropriate sustainability practices in our business and supply chain policies and procedures. We will adopt carbon reduction principles for our business and obtain similar commitments from our service contractors, subcontractors, agents, and distributors. We will adopt approaches to maximize positive social impacts of our practices such as buying locally, promoting skills development through apprenticeships, employee training and promotion and offering employment opportunities to the local community.

Service Contractor must notify Manager's Legal Department at Vendor.Compliance@am.jll.com if it has any exceptions to the above representations, warranties and covenants, cc'ing its business contact, stating "Service Contractor Ethics Compliance" as the subject heading of the email. Without limiting the foregoing, Service Contractor must notify Manager as soon as it becomes aware of any actual or suspected slavery or human trafficking in its own operations or supply chain. Service Contractor also must maintain a complete set of records to trace the supply chain of all goods and services provided under this Agreement and make available such records for audit and inspection. If Service Contractor breaches this clause or any warranty given becomes untrue, Manager will, if Manager considers it appropriate, work with Service Contractor to remediate the breach and may, if Service Contractor fails to remediate, terminate this Agreement with immediate effect by giving written notice to Service Contractor.

6. Confidentiality

6.1 Confidential Information. The term "Confidential Information" shall mean any and all confidential and proprietary information, data, and documentation, including business and financial information, customer information, and individual personal information, which Service Contractor receives from Owner or Agent, and all inventions, trade secrets, methods, reports, records, computer software, designs, drawings, documents and other materials prepared by Service Contractor utilizing or incorporating Owner or Agent confidential data in such items pursuant to this Agreement. Without limiting the foregoing, "Confidential Information" shall include Owner Personal Information, as defined in Exhibit E – Data Privacy Addendum. Confidential Information shall not include information that Service Contractor can establish is: (i) generally available to the public other than as a result of disclosure by Service Contractor, its employees or subcontractors; (ii) received by Service Contractor from a party that is not bound by disclosure restrictions; (iii) developed independently by Service Contractor for general business use with other customers provided that such material does not include any information specific to Owner or Agent; or (iv) required to be disclosed pursuant to a valid subpoena or other legal process, provided that Service Contractor shall give Owner prompt notice of such legal action. Service Contractor acknowledges that all Confidential Information is confidential and proprietary to Owner and/or Agent, respectively. Service Contractor shall use Confidential Information only to the extent necessary for Service Contractor to perform the Contract Duties and for no other purpose whatsoever. Service Contractor shall not disclose or permit access to Confidential Information to any third party without the written consent of Owner or Agent, and only if such person has a legitimate need to know the Confidential Information to permit Service Contractor to perform the Contract Duties or a business purposed as defined in applicable law. Service Contractor shall require that any such third party be subject to confidentiality obligations no less stringent than those set forth herein. Service Contractor shall return all Confidential Information promptly after completion of the Contract Duties or upon Owner's or Agent's request. No photographs, video, or other media, articles or papers related to or in any way associated with the Contract Duties performed pursuant to this Agreement shall be made public without Owner's prior written consent. This provision shall be subject to the further restrictions or requirements set forth in Exhibit D and Exhibit E.

6.2 Publicity. Service Contractor shall not use Owner's or Agent's trade name, trademarks, brands, or company logo in any form of publicity or release. Service Contractor 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 Agent or Owner, as applicable, which may be withheld in their sole discretion.

6.3 Unauthorized Disclosure of Confidential Information. If Service Contractor becomes aware of a threatened, suspected or actual Security Incident (defined below), Service Contractor shall immediately, but in any event within 24 hours from the time that it reasonably believes such a threatened, suspected or actual breach has occurred, notify Owner. "Security Incident" means a disclosure of Confidential Information to unauthorized parties or an actual or attempted bypass or breach of security controls intended to protect Confidential Information.

6.4 Service Contractor Information Security Program. During the Term, Service Contractor shall maintain and follow a written information security program (“WISP”) that complies with all applicable laws and regulations in each jurisdiction where it provides the Contract Duties. Such WISP shall include appropriate technical, organizational, administrative, physical and other safeguards designed to: (i) ensure the security and confidentiality of Confidential Information; (ii) protect against any threats or hazards to the security or integrity of Confidential Information; (iii) prevent against unauthorized destruction, modification, disclosure, access to or use of Confidential Information; (iv) prevent against accidental loss of or damage to Confidential Information; and (v) ensure the proper disposal of Confidential Information.

6.5 Service Contractor’s Obligations in Event of a Security Incident. In the event of a Security Incident, in addition to the notification requirements set forth above, Service Contractor shall: (a) promptly and fully cooperate with Owner and Agent in the investigation and remediation of the Security Incident, including permitting Owner to conduct forensic analysis of devices used in the performance of the Contract Duties; (b) assist Owner, at its own expense, in notifying any applicable regulatory authorities or other interested parties; and (c) reimburse Owner within seven (7) calendar days of receipt of a valid invoice for the costs and expenses related to Owner’s investigations and notifications to impacted employees, customers, legal or regulatory authorities, or other third parties, including any credit monitoring that Owner determines, in good faith, is appropriate under the circumstances.

7. Insurance

At all times while performing the Contract Duties, Service Contractor shall maintain, at its sole cost and expense, the insurance set forth in Exhibit C from insurance companies and in a form reasonably satisfactory to Owner with limits of liability not less than stated in such Exhibit C. Service Contractor shall provide to Owner appropriate documentation evidencing conformance to Exhibit C.

8. Indemnification

To the fullest extent permitted by applicable law, Service Contractor shall defend, indemnify and hold harmless Owner and Agent and their respective officers, directors, employees, agents, partners, joint venturers, affiliates, successors and assigns from and against any and all claims, demands, losses, expenses, damages, liabilities, fines, and penalties (each a “Claim”) whether actual or alleged, arising out of or relating to: (a) Service Contractor's performance of (or failure to perform) the Contract Duties; (b) a breach of this Agreement by Service Contractor or any of its affiliates, subcontractors, agents or employees; (c) any negligence or willful misconduct by Service Contractor or its affiliates, subcontractors, agents or employees; (d) a violation of law by Service Contractor or any of its affiliates, subcontractors, agents or employees; (e) any claims brought by Service Contractor’s employees, any determination that a relationship, other than that of independent contractor, exists between Owner and/or Agent and Service Contractor and/or its employees, or any other employment-based complaint or grievance; or (f) infringement of any patent, trade secret, trademark, copyright, license or other proprietary rights related to materials or resources provided by, or any other acts or omissions of, Service Contractor with respect to such rights.

The foregoing indemnification shall extend to all legal, defense and investigation costs, and all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives written or verbal notification that a Claim has been or may be made. The obligations set forth in this section shall remain in effect regardless of whether Service Contractor maintains or fails to maintain any insurance coverage required hereunder, or self-insures for any liability, and any self-insured coverage shall be deemed insurance coverage hereunder.

Service Contractor's obligations under this section shall exclude only the proportionate share of any Claim that is determined by a court of competent jurisdiction to have resulted from the negligence or willful misconduct of Owner, Agent or third party not affiliated with Service Contractor. Claims must be submitted to Service Contractor's insurance carrier for coverage prior to any submission to Owner or Agent.

9. Early Termination

- 9.1 Termination for Cause. Owner may, by giving written notice, terminate this Agreement as of the date specified in the notice if Service Contractor breaches this Agreement; and (a) such breach is not cured within a reasonable period as specified in the notice; or (b) such breach is not capable of being cured within a reasonable period.
- 9.2 Termination upon Notice. Owner may, by giving not less than thirty (30) days written notice, terminate this Agreement in whole or in part, as of the date specified in the notice, without fee or penalty, with or without cause. Service Contractor shall receive compensation for all Contract Duties performed through the effective date of early termination.
- 9.3 Termination for Insolvency. In addition to the termination rights set forth above, Owner or Agent may, by written notice, terminate this Agreement, without fee or penalty, should Service Contractor: (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) have a receiver appointed for the whole or any substantial part of its assets, or (e) become in any way the subject of a bankruptcy petition. Service Contractor shall receive compensation for all Contract Duties performed through the effective date of early termination.

10. Assignment and Subcontracting

- 10.1 Assignment. This Agreement may not be assigned by Service Contractor. Any attempted assignment by Service Contractor shall be void and of no force and effect. Owner may assign this Agreement, at any time, in its sole and absolute discretion, to Owner's nominee by giving Service Contractor written notice, which notice shall specify the assignee and effective date of assignment.
- 10.2 Subcontracts. Service Contractor shall not utilize any subcontractor in connection with providing the Contract Duties without the prior written approval of Owner, which may be withheld in Owner's sole discretion. Service Contractor shall include in any approved subcontracts all provisions of this Agreement that may be applicable to the performance of the subcontract. Utilization by Service Contractor of, or Owner's approval of, any subcontractor shall in no way relieve Service Contractor of any of its obligations or liabilities under this Agreement.

11. 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; (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received; or (iv) or by email, with a confirmed delivery receipt. All notices shall be addressed as follows:

If to Owner: _____

Attn: _____

with a copy to: _____

If to Service Contractor: _____

Attn: _____

with a copy to: _____

The foregoing addresses may be changed from time to time by notice to the other party in the manner set forth above.

12. Miscellaneous

12.1 Time of Essence. Service Contractor acknowledges that time is of the essence in regard to its performance under this Agreement.

12.2 Agent. Owner hereby advises Service Contractor that Agent is the managing agent for Owner at the Property. Agent acts on Owner's behalf and has the authority to represent Owner's interests at the Property regarding this Agreement and the Contract Duties. All references to "Agent" contained in this Agreement are to Jones Lang LaSalle Americas, Inc. solely in its capacity as the duly authorized Agent of Owner. No reference to "Agent" herein shall be construed as creating any liability of Agent for any obligation in any capacity other than as the duly authorized Agent of Owner.

12.3 Relationship of Parties. Service Contractor is retained by Owner only for the purpose and to the extent set forth herein and Service Contractor's relationship with Owner shall, during the entire term of this Agreement, be that of independent contractor so that neither Service Contractor, nor any employee, agent, officer, director or shareholder of Service Contractor, shall be deemed an agent or employee of Owner.

12.4 No Liens. Service Contractor shall neither attach nor permit the attachment of any liens upon the Property as a result of Service Contractor's performance of the Contract Duties.

12.5 Cure of Service Contractor's Default. If Service Contractor defaults in the performance of the Contract Duties or any other duty imposed upon Service Contractor hereunder, Owner may (but shall not be required to), upon notice to Service Contractor and with or without terminating this Agreement, cure and rectify such defaults and either deduct the reasonable cost of cure and rectification from compensation due to Service Contractor hereunder or Owner may directly bill Service Contractor for such reasonable costs, provided that a reasonable amount of time is given for Service Contractor to cure the default.

- 12.6 Force Majeure. Any delay or failure by either party in the performance of its obligations shall not constitute a default 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, supplier, 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. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of nature or the public enemy; expropriation or confiscation or closure of facilities by governmental order or military or civil authorities; changes in laws; war, acts of terrorism, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; epidemics, fires, explosions, or other catastrophes; or other similar occurrences. If Service Contractor's performance is delayed, Service Contractor agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Service Contractor fails to secure available alternate sources of services, equipment or materials, Owner is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Service Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Service Contractor shall not be paid for any services it has not performed, or any additional compensation due to an unforeseen or uncontrollable event or occurrence of the type described in this section. 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.
- 12.7 Estoppel Certificate. Within five (5) days after receipt of written request from Owner or Agent, Service Contractor shall provide a written statement certifying that this Agreement is in full force and effect, that Owner and Service Contractor are current in their respective obligations hereunder and that Owner is not in default under any provision of this Agreement. If Service Contractor cannot so certify, Service Contractor shall immediately notify Owner of any outstanding obligations or defaults.
- 12.8 Audit. Service Contractor will keep proper records relating to the Contract Duties, including data and records of disbursements relating to labor and costs for services rendered on a time and materials basis. Service Contractor shall also keep records required for regulatory and other legal requirements applicable to the Contract Duties. Subject to any specific rights in Exhibit D, upon reasonable advance written notice, Owner or Agent, and their auditors, shall have the right to audit such records. Service Contractor agrees to cooperate with Owner and Agent and their auditors in such audit. Owner and Agent and their auditors will comply with Service Contractor's reasonable security requirements when accessing Service Contractor's records. If an audit reveals an overcharge by Service Contractor, then Service Contractor shall promptly refund the amount of the overcharge along with interest from the date of the overcharge. This provision shall be subject to any further rights or requirements set forth in Exhibit D.
- 12.9 JLL Marketplace. JLL Marketplace (www.jllmarketplace.com) is a public marketplace for procuring goods and materials. For products available on JLL Marketplace, JLL believes JLL Marketplace offers the best benefit for the Owner for goods and materials to be used by Service Contractor for the benefit of the Owner. As such, to the extent they are available on JLL Marketplace, Service Contractor will purchase all products, goods, and materials necessary to perform the Contract Duties from JLL Marketplace. If Service Contractor is of the opinion it would be more beneficial for Owner if Service Contractor purchased the products from another source, Service Contractor will notify Agent in writing of this opinion. This notification will set forth the product(s) and the other proposed source, and the reasons for them to be purchased from the listed platform (e.g. better pricing for Owner). For purposes of this section, email notification will be sufficient, and the emails should be sent to **insert Agent contact/representative email address(es)**. Additionally, on each anniversary of the commencement of the Term of this Agreement, Service Contractor will send an email to the preceding email address

confirming Service Contractor has complied with this Section 12.9 for the preceding year. Agent reserves the right to audit purchases by the Service Contractor that are made under the Agreement from sources other than JLL Marketplace. Products purchased on JLL Marketplace will not be subject to a markup by Service Contractor.

- 12.10 No Waiver. Failure of either party at any time to require performance by the other party 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 a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.
- 12.11 Severability. If any provision of this Agreement would be otherwise invalid or unenforceable under applicable law, the parties agree that such provision will be given the maximum effect possible under such applicable law, so as to enforce the provision as closely as possible to the intent of the drafted language without causing the provision to be found invalid or unenforceable. Further, if any provision of this Agreement cannot be so saved and is found to be invalid or unenforceable under applicable law, the Agreement shall be considered divisible as to such provision, which shall be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.
- 12.12 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, unless different choice of law is required by Owner and specified in this Agreement (other than its rules as to conflicts of law which might require application of laws of another jurisdiction). Owner and Agent may have agreed to submit certain disputes to mandatory, binding arbitration for resolution. If any such disputes implicates Service Contractor or the Contract Duties, Service Contractor agrees to participate in the arbitration proceedings in accordance with Owner's procedures and requirements (which will be provided in writing upon request) and to be bound by the arbitrator's determination(s) and award. In the absence of such requirement, the parties will resolve disputes in the courts of Illinois unless a different venue is required by owner and specified in this Agreement. (
- 12.13 Survival. The Insurance, Indemnification, Confidentiality, Data Privacy and Audit sections will survive the expiration or early termination of this Agreement, as well as any other provisions which, by their nature, are intended to survive termination of this Agreement.
- 12.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Contract Duties and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. All exhibits and attachments hereto are incorporated into and made a part of this Agreement. If any of Agent, Owner or Service Contractor issues any purchase orders, work orders, statements of work, proposals, invoices, or other documents related to this Agreement or the Contract Duties, 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 Service Contractor 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date set forth above.

OWNER:

"[Click here & type name of Owner]"

SERVICE CONTRACTOR:

"[Click here & type name of Service Contractor]"

By: Jones Lang LaSalle Americas, Inc., its agent

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A – CONTRACT DUTIES

EXHIBIT B – COMPENSATION

EXHIBIT C – INSURANCE REQUIREMENTS

1. The Service Contractor shall evidence at least the following insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from Service Contractor's insurance.

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 Owner and Agent's coverage, and Owner and Agent'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, or special causes of loss coverage at replacement cost value 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 Owner 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 Owner 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 Contract Duties)*
 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 this Agreement. Such insurance shall be provided for two years beyond the completion of the Contract Duties and/or work.
- I. **Cyber Risk or Liability Insurance** *(applicable to Service Contractors providing services or working on, receiving, or accessing any Owner 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 the Owner's or Agent'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.
- J. **Environmental Impairment / Pollution Legal Liability** *(applicable to any disposal, handling, use, and/or transit of any hazardous gas, liquid, and/or solid as part of the services and/ or work related to the Contract Duties)*
 Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. Such insurance shall include, but not be limited to, coverage for sudden & accidental and non-sudden pollution conditions, bodily injury (including death), property damage (including its resulting loss of use thereof), clean-up costs, and defense costs. The retroactive insurance date of such insurance shall be no later than the commencement date of this Agreement. Such insurance shall be provided for two years beyond the completion of the Contract Duties and/or work.
2. The Commercial General Liability, Commercial Automobile Liability and Cyber Risk or liability policies shall include the following as additional insured, including their affiliates, officers, directors and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37 04 13 shall be utilized for the Commercial General Liability policy.
1. Jones Lang LaSalle Americas, Inc.
 2. [Name of Owner]
 3. [Names of Others as Required]
3. Service Contractor waives any and all rights of subrogation with respect to its commercial Property and Worker's Compensation insurance policies against the parties identified above in Paragraph 2.

4. All policies will be written by companies licensed to do business in the State of [\[insert state\(s\) where Property is located\]](#) and which have a rating by Best's Key Rating Guide not less than "A-/VIII".
5. Service Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except Property insurance. Certificate(s) of Insurance must be provided before Service Contractor commences the Contract Duties and/or work or Contract Duties and/or work will not be allowed to commence.
6. Service Contractor or Service Contractor insurance policies will provide or be amended to provide at least thirty (30) days-notice of policy cancellation to the Certificate Holder.
7. The following should be listed as the Certificate Holder:

[Jones Lang LaSalle Americas, Inc.](#)
[c/o Avetta](#)
[PO Box 51387](#)
[Irvine, CA 92619](#)

**EXHIBIT D – OWNER’S RULES AND REGULATIONS AND
REQUIRED ADDITIONAL PROVISIONS**

EXHIBIT E DATA PRIVACY ADDENDUM

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

1. DEFINITIONS

“**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 Supplier Agreement other than JLL or Owner.

“**Supplier Agreement**” means one or more agreements for the provision to JLL or Owner of goods and/or services (including, this Service Contractor Agreement, and without limitation, all statements of work, amendments, addendums, schedules and attachments thereto).

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 Supplier 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 Supplier 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 Supplier 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 Supplier Agreement, including this Addendum. Processing ceases upon termination or expiration of the Supplier 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 Supplier Agreement(s).

Categories of individuals whose Personal Information may be Processed, unless otherwise defined elsewhere in the Supplier 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 Supplier 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 Supplier 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 Supplier 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 fulfilment 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 Supplier Agreement provides otherwise, in which case the terms of the Supplier Agreement prevail to the extent of the inconsistency. Supplier agrees that, without limiting any of JLL's other rights or remedies under the Supplier Agreement or at law, JLL

may terminate the Supplier 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 Supplier Agreement(s) shall remain unmodified and in full force and effect. If there is a conflict between the terms of a Supplier 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 Supplier Agreement.

APPENDIX 1 TO EXHIBIT E
Description of Personal Information Categories

Referring to Data Privacy Addendum, clause 3

Please tick the relevant column to show the categories of Personal Information that are currently thought likely to be processed under the Agreement. List any extra categories as necessary.

Category	Examples of Personal Information included in category	Please tick
Commercial Information	Records of personal property, products or services purchased, obtained or considered, real estate interests and preferences	
Contact details	Name, address, email, telephone number	
JLL Employee/Contractor related data	Home address, personal email, home telephone number or any other contact number provided, family member details for purposes of health insurance, benefits, or emergencies, employment history, personal or employment references, education and experience information, qualification data, e.g. degrees	
Network Activity Data (used to provide analytics for example)	Browsing history, search history, cookie data, referring/exiting URL, clickstream data, time spent on webpage or advertisement, information regarding an individual's interaction with an internet website, application, email or advertisement	
Professional Information	Director positions, professional qualifications, resumes	
Tenant data	Consumption data or family members	
Written Signature	An individual's written signature on a contract or lease document, letter, or application form	
Other	Please detail:	

Category	Examples of Sensitive Personal Information included in category	Please tick
Sensitive PI	Health, race, ethnicity, religion, sexuality, political views, trade union membership, biometric data, criminal convictions	
Identification data	Date of birth, proof of residency, government issued ID, driver's license number, passport number	
Financial Information	Bank account number, credit or debit card number, payment amounts, information on financial means	