

## 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**  
**Description of Personal Information Categories**

**Referring to Data Privacy Addendum, clause 3**

otherwise agreed to in writing by the Parties, the following categories of Personal Information are currently thought likely to be processed under the Agreement.

<b>Category</b>	<b>Examples of Personal Information included in category</b>
<b>Contact details</b>	Name, address, email, telephone number