



**SERVICE CONTRACTOR AGREEMENT (Non-Agency)**

This Agreement is made between:

	<b>Manager</b>	<b>Service Contractor</b>
<b>Full company name</b>	Jones Lang LaSalle Americas, Inc. (“JLL” or “Manager”), for the benefit of [INSERT CLIENT NAME] (“Owner”)	[INSERT SERVICE CONTRACTOR NAME] (“Service Contractor” or “you”)
<b>Address for notices</b>	<b>Mailing Address:</b>  <b>Email Address:</b>	<b>Mailing Address:</b>  <b>Email Address:</b>

<b>Address(es) of Owner’s property(ies) where services are to be provided</b>	[Insert property (ies) address(es) OR if numerous properties, insert “See Exhibit A” and include a list of addresses at Exhibit A].
<b>Term of Agreement</b>	The term of this Agreement shall begin on "[Click here & type beginning date]" and shall end on "[Click here & type end date]" (the “Term”), subject to any early termination as provided herein.

This Agreement shall comprise the following:

- (i) this signature sheet; and
- (ii) the attached Schedules, including Schedule A – Services; Schedule B – Compensation; Schedule C – Terms and Conditions; and Schedule D – Owner’s Rules and Regulations (if any), Exhibit A – List of Properties (if applicable), and any work order issued by Manager.

**The Service Contractor acknowledges it has read and understood the Terms and Conditions and agrees to be bound by all the terms of this Agreement.**

**MANAGER:**

Jones Lang LaSalle Americas, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SERVICE CONTRACTOR:**

[Click here & type name of Service Contractor]"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A**  
**The Services**

The Services are as specified in this Schedule A, and will include any related additional goods or services and other changes ordered by Manager in writing.

[ADD DESCRIPTION OF SERVICES, INCLUDING ANY KPI'S AND SLA'S. IF PROPERTY LOCATIONS WERE NOT INCLUDED ON THE COVER PAGE INSERT HERE.]

If the Services include security guard services, waste removal, remediation of hazardous materials, or small construction projects, the appropriate Manager rider with additional terms and conditions must be attached to this Agreement as Schedule A-1. If Schedule A-1 is not attached, or is marked "N/A", then you acknowledge that the 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 A-1, you acknowledge the Services do not include any professional consulting services, or any work for which you would be required to be licensed as a construction contractor, architect or professional engineer as those services need to be on different contract forms and/or require additional approvals. You are not authorized to perform any such work and will immediately report to Manager its belief that any portion of proposed Services would fall into any of these unauthorized categories. If additional Owner properties are specified in a work order issued by Manager and accepted by you, such properties shall be covered by this Agreement.

**Schedule B**  
**Compensation**

## Schedule C

### Terms and Conditions (Service Contractor Agreement (Non-Agency))

1. **Agreement and Services.** These Terms and Conditions form a part of the Agreement, together with the preceding Signature Sheet and attached Schedules, and Exhibit A – List of Properties (if applicable) (this “Agreement”) between you and Manager, contracting in its own name for the benefit of Owner for the provision of the goods and/or services identified on the attached schedule (the “Services”). Your acceptance of this Agreement is evidenced by your performance.
2. **Term.** The term of this Agreement is as set out in the cover sheet. Manager 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, or if Manager’s contract with the Owner is terminated, Manager may terminate this Agreement immediately upon written notice to you, subject to Section 18 below, if applicable, as specified by Manager in the written notice.
3. **Standards of Performance.** All the Services, including delivery of goods, shall be timely and fully performed in a safe, good and workmanlike manner in accordance with the reasonable instructions of Manager and the industry standard of care prevailing among similarly qualified and experienced persons in the performance of comparable work. The Services, including any goods provided, will conform to all requirements and specifications identified in this Agreement and shall be free from defects of any kind in material or workmanship and suitable for their intended purpose. Any goods delivered pursuant to this Agreement, shall be packed and marked in a proper manner and in accordance with the Manager’s instructions and any statutory requirements and any requirements of any carriers. If goods do not conform to these specifications, Manager may, by giving written notice to you within a reasonable time after delivery, reject any of the goods. The issuance by the Manager of a receipt note for the goods shall not constitute any acknowledgement of the condition, quantity or nature of those goods, or Manager’s acceptance of them. Any goods rejected or returned by Manager as described in this clause, shall be returned to you at your risk and expense. All Services not conforming to these requirements may be considered defective and shall be repaired, replaced or re-performed at your expense. Title and risk in the goods shall pass to Owner 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 Manager, or (ii) if installation is part of the Services, then installation of the goods. If any goods or materials provided by you in the performance of the Services are warranted by the manufacturer, then you shall transfer to Owner or Manager, as applicable, all such warranties (and deliver all documents evidencing such warranties). As part of the Services, you shall pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to your employees, and all other expenses whatsoever incurred in the performance of the Services, and you shall obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Services. You shall take all reasonable precautions to prevent injury (including illness) to any person or damage to any property. You shall take all action necessary to ensure your employees work in harmony with, and do not interfere with or disrupt or cause labor disharmony with the activities of Manager, Owner, or any third party. You 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. You will identify to Manager in advance of delivery any toxic substances or hazardous materials incorporated in or associated with the Services provided hereunder and shall advise Manager of all precautions to be taken for their use and disposal. When applicable, you will furnish Manager a completed Safety Data Sheet for any materials furnished by you hereunder as required by any Federal, State or Local laws, ordinances or regulations. Any transportation or other handling of the hazardous materials by you will be performed in accordance with all applicable Federal, State, and Local laws, ordinances and regulations.
4. **Compensation.** Manager shall pay you for the Services in the amounts and at the rates established in this Agreement. You shall bill Manager 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, Manager shall pay you only as and when Owner provides Manager with the funds to cover such payment pursuant to the Manager’s agreement with Owner, provided Manager shall promptly invoice Owner for your invoices and shall use reasonable endeavors to procure from Owner payment for such invoices, all in accordance with Manager’s agreement with Owner. Manager shall not be liable to you for failure to pay you hereunder unless Manager fails to make payments to you for which funds have been provided to Manager by Owner. Manager’s receipt of payment from Owner is a condition precedent to Manager’s obligation to make payment to you; you expressly assumes the risk of Owner’s nonpayment and the price for the Services includes the risk. **IF YOU FAIL TO INVOICE MANAGER FOR ANY AMOUNT WITHIN 90 DAYS AFTER THE MONTH IN WHICH THE SERVICES WERE PERFORMED, YOU EXPRESSLY WAIVE ANY RIGHT YOU OTHERWISE MAY HAVE TO PAYMENT FOR SUCH AMOUNTS.** You will follow directions to enable Owner’s payment through its preferred payment method, which may be an electronic funds transfer method.
5. **Relationship of Parties.** You are retained by Manager only for the purpose and to the extent set forth herein and your relationship with Manager shall, during the entire term of this Agreement, be that of independent contractor so neither you, nor any employee, agent, officer, director or shareholder of yours, shall be deemed an agent, servant or employee of Manager or Owner.
6. **Insurance.** At all times while performing the Services, you shall maintain, at your sole cost and expense, (and ensure every approved subcontractor shall maintain) at least the following insurance coverage, provided the amounts listed below will not act as a limitation on recovery from your insurance. You shall provide to Manager appropriate documentation evidencing such required insurance coverage and shall not provide any Services if you fail to comply with these requirements. All insurance shall be from insurance companies and in form reasonably satisfactory to Manager.
  - 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 Manager’s coverage, and Owner and Manager’s coverage shall be noncontributory.
  - b) **Excess or Umbrella Liability**  
You 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 you.
  - g) **Crime Insurance / Fidelity Bond**  
You are 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. You shall name Owner as Loss Payee with respect to your comprehensive Crime Insurance coverage.
  - h) **Errors and Omissions or Professional Liability (applicable to Uninterrupted Power Service (UPS) services and Service Contractors providing consulting services related to their Services)**  
Errors & Omissions or Professional Liability Insurance having limits of liability 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 Services.
  - 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)** You 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 Manager’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. You 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 Services*) Environmental Impairment / Pollution Legal Liability Insurance having limits of liability 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 Services.

The Commercial General Liability, Commercial Automobile Liability and Cyber Risk or Liability Insurance policies shall include the following as additional insured, including their officers, directors and employees: Jones Lang LaSalle Americas, Inc. and Owner. You waive any and all rights of subrogation with respect to your commercial Property and Worker's Compensation insurance policies against the parties identified above as additional insureds. You shall furnish to the Manager Certificate(s) of Insurance evidencing the above coverage except Property Insurance. You or your insurance policies will provide or be amended to provide at least thirty (30) days-notice of policy cancellation to the Manager.

**NOTE:** You can insure, self-insure, use large deductibles and/or self-insured retentions for and/or on any of the insurance coverages stated in this Insurance section, provided you maintain total assets of at least \$200,000,000. If you self-insure, use large deductibles or self-insured retentions for and/or on any of the coverages stated in this Insurance section, then you will afford such protection to the Owner and Manager as if such insurance coverage(s) is (are) in place.

7. **Indemnification.** To the fullest extent permitted by applicable law, you shall defend, indemnify and hold harmless Owner and Manager and their respective officers, directors, employees, agents, shareholders, partners, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties (each a "Claim"), whether actual or alleged, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with: (a) your performance of (or failure to perform) the Services; (b) any negligence or willful misconduct by you or any of your affiliates, subcontractors, agents or employees; (c) violation of law by you or any of your affiliates, subcontractors, agents or employees; (d) any claims brought by your employees, any determination that a relationship, other than that of an independent contractor, exists between Owner and/or Manager and you and/or your employees or any other employment-based complaint or grievance; or (e) infringement of any patent, trade secret, trademark, copyright, license or other proprietary rights related to materials or resources provided by you, or any acts or omissions by you, with respect to such rights. Claims must be submitted to your insurance carrier for coverage prior to any submission to Owner or Manager.
8. **Litigation.** You shall provide all assistance as reasonably required by Manager if 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 Manager as soon as possible.
9. **Assignment and Delegation.** You may not assign this Agreement. Any attempted assignment by you shall be of no force or effect. Manager may assign this Agreement. You shall not utilize any subcontractor in connection with providing the Services without the prior written approval of Manager 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 Manager's approval of, any subcontractor shall in no way relieve you of any of your obligations or liabilities under this Agreement.
10. **Compliance with Laws and Owner Rules.** You agree at all times to remain in strict compliance with all applicable laws, governmental regulations, rulings, terms, and provisions governing you, the Services and/or the locations in which they are performed, including ensuring that you comply with all applicable immigration laws in assigning personnel to provide the Services, and guidelines implemented by authorities having jurisdiction where the Property(ies) is located as a result of the novel coronavirus (COVID-19) pandemic. You are prohibited from bringing any firearms, explosives or weapons of any kind onto Owner's property. You shall comply with Owner's Rules and Regulations set forth in Schedule D, or as otherwise provided to you by Manager as well as any other rules or regulations reasonably imposed by Manager in connection with the safe and efficient operation of Owner's property or performance of the Services. You shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry or any other protected characteristic in accordance with applicable law. Manager has the right to require you to remove personnel from your work force assigned to provide the Services at Owner's property whose presence Manager deems, in its sole discretion, to be detrimental to the best interests of the Owner. To the extent not prohibited by law, and subject to any particular Owner requirements as provided to you by Manager, you shall perform appropriate background checks and drugs screenings on all of your personnel and not use any non-compliant personnel.
11. **Ethics Compliance and Vendor Codes.** You represent and warrant the following:
- (a) It is your policy to not violate any anti-bribery or anti-corruption laws, and you have never had a significant violation of any anti-bribery or anti-corruption laws, rules or regulations in the jurisdictions in which you operate.
  - (b) It is your policy to not violate any anti-money laundering (AML) laws, and you have never had a significant violation of any applicable AML laws in the jurisdictions in which you operate.
  - (c) You have not been the subject of any government indictment, nor have you had any fines, penalties or settlement agreements with any government agency in the past 5 years that resulted in material financial costs to your company or affected your ability to conduct business operations.
  - (d) It is your policy to conduct your business ethically, and to uphold standards of fair business dealings, competition, and customer privacy.
  - (e) It is your policy to uphold standards of equal opportunity and anti-discrimination. You have never had a discrimination claim that involved a significant percentage of your employees or resulted in significant fines, penalties, or settlement amounts.
  - (f) It is your policy to support and respect the protection of human rights. You do not use, or engage in, any of the following: forced or compulsory labor, child labor, physical abuse, withholding of identity papers, or retaliation in any form. You have satisfactory labor relations, including with respect to working hours, wages, benefits and humane treatment.
  - (g) It is your policy to provide a safe and healthy work environment to your employees, and you have a health and safety program that is appropriate for your services. You have not had a violation of any health or safety laws, rules or regulations in the jurisdictions within which you operate in the past 5 years that resulted in a significant financial cost to your company or affected your ability to conduct business operations.
  - (h) It is your policy to uphold principals of environmental responsibility, and in your operations you seek to minimize adverse effects on the community, environment, and natural resources. You have not had a violation of any environmental laws, rules or regulations in the past 5 years that resulted in a material financial cost to your company or affected your ability to conduct business operations.

You must notify JLL Legal at [Vendor.Compliance@am.jll.com](mailto:Vendor.Compliance@am.jll.com) of any exceptions to the above representations and warranties, with a copy to your contact on Manager's business team.

You hereby acknowledge you have read Manager's [Vendor Code of Conduct](#), and agree you will comply with it. Additionally, if you are advised of Owner's Code of Conduct, you agree to read it and comply with it.

You agree 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). You will properly verify the identity and eligibility for work within the United States of all persons performing the Services on your behalf. Within three (3) days of receipt of a written request from Manager, you will provide sufficient documentation to evidence your compliance with IRCA. You represent you are an Equal Opportunity and Affirmative Action Employer. You shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry or any other protected characteristic in accordance with applicable law. Unless you are exempt under the terms of these regulations, the Equal Opportunity Clauses set forth at 41 C.F.R. § 60-1.4(a) (for women and minorities), 41

C.F.R. § 60-250.5(a) and 41 C.F.R. § 60-300.5(a) (for veterans), and 41 C.F.R. § 60-741.5(a) (for individuals with disabilities), the provisions of 41 C.F.R. § 61-250.10 and 41 C.F.R. § 61-300.10 (veterans' employment reports), and the provisions of 29 C.F.R. Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated as terms and conditions of this Agreement by this reference. 41 C.F.R. § 60-300.5(a) prohibits discrimination against qualified protected veterans, and requires affirmative action to employ and advance in employment qualified protected veterans.

You are aware of and have not violated any applicable sanctions laws or regulations including sanctions enacted under the laws and regulations of the United States, including the Office of Foreign Asset Control ("OFAC") regulations, the European Union, the United Nations, Hong Kong Monetary authority, Canada, Japan and/or Australia (collectively, "Sanctions Laws"). You agree that you have implemented and will maintain policies to ensure compliance with Sanctions Laws as they may apply to the Services.

12. **Confidential Materials and Data Privacy.** All drawings, specifications, studies, analyses, opinions, data, recommendations, reports, or other information and material of any nature and copies thereof, (i) provided to you by Owner or Manager; (ii) prepared by you pursuant to this Agreement using Owner's or Manager's Confidential materials; or (iii) to which you otherwise gain access during the performance of the Services are the property of Owner and are to be treated as confidential. They are not to be disclosed to others without Owner's prior written approval and are to be delivered to Owner or Manager on request and upon completion of the Services or termination of this Agreement. This section is subject to any further restrictions or requirements set forth in Exhibit D and in Manager's [Data Privacy Addendum](#).
13. **No Liens.** You shall neither suffer nor permit the attachment of any liens upon the Owner's property as a direct result of your performance of the Services.
14. **Force Majeure.** Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time, (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 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. 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.
15. **Audit.** You will keep proper records relating to the Services, including data and records of disbursements relating to labor and costs for services rendered on a time and materials basis. You shall also keep records required for regulatory and other legal requirements applicable to the Services. Upon reasonable advance written notice, Manager or Owner, and their auditors, shall have the right to audit such records. You agree to cooperate in such audit. Manager, Owner and their auditors will comply with your reasonable security requirements when accessing your records. If any such audit or review determines you have been overpaid for any Services or other fees by more than 5% when combined, then you shall pay to Manager the reasonable cost of such audit or review. This provision shall be subject to any further rights or requirements of Owner.
16. **Publicity.** You shall not use Owner's or Manager'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 Manager, which Manager may withhold in its sole discretion.
17. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) 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; (ii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received or (iii) by email, with a confirmed delivery receipt, in which case notice shall be deemed delivered on the day the email is sent
18. **Cure of Service Contractor's Default.** If you default in the performance of the Services or any other duty imposed upon you hereunder, Manager may (but shall not be required to), upon notice to you 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 you hereunder, or Manager may directly bill you for the reasonable costs, provided a reasonable amount of time, but in no event greater than 15 days, had been given for you to cure the default.
19. **Miscellaneous Provisions.** Failure of Manager 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 Manager of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, unless different choice of law is required by Owner and specified in this Agreement. The parties acknowledge Owner and Manager have agreed to submit certain disputes to mandatory, binding arbitration for resolution. If any such dispute implicates you or the Services, you agree to participate in the arbitration proceedings in accordance with Owner's procedures and requirements (which will be provided in writing to you upon request), and you agree to be bound by the arbitrator's determination(s) and award in such proceedings. In the absence of such requirement, the parties will resolve disputes in the courts of Illinois. **THE PARTIES WAIVE TRIAL BY JURY.** You acknowledge time is of the essence in regard to your performance under this Agreement. The provisions of this Agreement which by their nature should survive any termination of this Agreement shall so survive. If you issue any purchase orders, work orders, statements of work, proposals, invoices or other documents related to this Agreement or the Services, then any standardized terms and conditions included in or annexed to those documents will be void and have no effect, and the Terms and Conditions of this Agreement will prevail. Hand-written terms and conditions provided by you will have no force or effect. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto. You will participate in, and fulfill all requirements of, Manager's supplier management/due diligence program(s) during the Term of this Agreement, whether operated by Manager or its authorized third-party administrator. Further, you agree to use Manager's and/or Owner's designated work order technology platform, as applicable. If the Services require uninterrupted services to critical Owner functions, you shall maintain a disaster recovery/business continuity plan for the prompt resumption of performance of the Services under this Agreement. To the extent that any of the Services involve the transmission of electronic data to Manager or Owner, or access to Manager or Owner data systems, you warrant that any electronic data sent to Manager or Owner shall (i) contain no hidden files or information; (ii) not alter, damage or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iii) contain no key, node lock, time-out, scrambling device or other function which restricts or may restrict use or access to any programs or data developed under this Agreement.

#### NOTICE OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION POLICIES

Jones Lang LaSalle Americas, Inc. is a federal contractor and is subject to equal employment and affirmative action laws including Executive Order 11246 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1974.

We have equal employment opportunity and affirmative action policies to ensure that applicants are employed, and that employees are advanced and treated during employment, without regard to their race, color, religion, sex, national origin, disability, protected veteran status, and other protected characteristics as defined by law.

We ask for your support of our efforts, and we appreciate your cooperation.

The following official is responsible for implementation of our affirmative action program:  
Chief Human Resources Officer, Jones Lang LaSalle Americas, Inc.

**Schedule D**

**Owner's Rules and Regulations – Mandatory Provisions Required by Owner**

*If there is any conflict between the provisions of this Schedule D and any other requirements under the Terms and Conditions at Schedule C, the more onerous provisions shall apply.*

**[If the client has flowdowns, copy and paste the text of here.]**