

IN THE CROWN COURT AT SOUTHWARK

BETWEEN

SERIOUS FRAUD OFFICE

-v-

TETRIS PROJECTS LIMITED

DEFERRED PROSECUTION AGREEMENT

Tetris Projects Limited ("TPL"), by its undersigned representative(s) pursuant to authority granted by TPL's Board of Directors, and the Director of the Serious Fraud Office (the "SFO") enter into this Deferred Prosecution Agreement (the "Agreement"). This Agreement must be read alongside undertakings given by related company Jones Lang LaSalle Capital Investments Limited ("JLL CIL"), attached hereto as Appendix A and TPL's parent company, Jones Lang LaSalle Europe Limited ("JLL EU"), attached hereto as Appendix B. This Agreement comes into force on the day when the Court makes a declaration pursuant to Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013.

The terms and conditions of this Agreement are as follows:

The Indictment and Acceptance of Responsibility

1. TPL agrees that the SFO will prefer an Indictment, attached hereto as Appendix C (the "Indictment").
2. TPL agrees that the Statement of Facts, which refers to both TPL and another company within the same group, Bluu Solutions Limited ("BSL"), attached hereto as Appendix D, is true and accurate to the best of its knowledge and belief.
3. In the event of it becoming necessary for the SFO to pursue the prosecution that is deferred by this Agreement, TPL agrees that it will not contest the admissibility of, nor contradict, the Statement of Facts in any such proceedings, including a guilty plea and sentencing. The Statement of Facts will be treated as an admission by TPL of the facts stated therein that relate to it, under Section 10 of the Criminal Justice Act 1967 in any criminal proceedings brought against TPL for the alleged offence contained in the Indictment.

Term of the Agreement

4. This agreement is effective for a period beginning on the date on which the Court makes a declaration under Schedule 17, paragraph 8(1) and (3) of the Crime and Courts Act 2013 and ending 24 months from that date on the 20th day of July 2023 (the "Term").

Deferred Prosecution

5. In consideration of:
- (a) TPL's prompt and voluntary self-disclosure of the conduct set forth in the Statement of Facts, and
 - (b) TPL's past co-operation as described in paragraph 43 of the Statement of Facts; and
 - (c) TPL's agreement to remain in existence at least through to the expiry of the Agreement;
 - (d) TPL's disgorgement of profit of £137,997;
 - (e) TPL's payment of a financial penalty of £377,997;
 - (f) TPL's:
 - (i) significant remediation following the conduct described in the Statement of Facts, including:
 - (A) making substantial changes to its senior management; and
 - (B) undertaking a number of changes to strengthen assurance activities, operating practices, controls, policies, and procedures throughout its operations in order to ensure they are proportionate, risk-based, and regularly reviewed.
 - (ii) Agreement, at its own expense, to complete the actions required in part D below;
 - (g) the provision of the Undertaking included as Appendix A to this Agreement by JLL CIL which guarantees the payment of the disgorgement of profit and financial penalty as described in sections B and C; and
 - (h) the provision of the Undertaking included as Appendix B to this Agreement by JLL EU, which:
 - (i) ensures TPL's performance of its obligations under this Agreement;
 - (ii) guarantees the compliance measures described in part D below;

- (iii) ensures that the undertakings will remain fully binding and effective in the event of a sale, merger or transfer of TPL's business operations;
- (iv) ensures that Jones Lang LaSalle Europe Limited will not authorise any person to make a public statement that contradicts a matter described in the Statement of Facts, and shall publicly repudiate any such statement if one is made by any person who is authorised to speak on its behalf;
- (v) ensures that Jones Lang LaSalle Europe Limited will not issue any press release or other public statement in connection with this Agreement without first consulting the SFO; and
- (vi) ensures that Jones Lang LaSalle Europe Limited will secure TPL's co-operation with the SFO investigation beyond the expiry of this Agreement and until the conclusion of any related criminal proceedings,

the SFO agrees that, subject to the Court's approval, the Indictment should on being preferred immediately be suspended for the Term of the Agreement.

6. The SFO further agrees that if TPL fully complies with all its obligations under this Agreement, or the Agreement as varied with the approval of the Court, the SFO will not continue the prosecution against TPL upon the Indictment. At the conclusion of the Term the Agreement will expire and within 30 days of this Agreement's expiration the SFO will give notice to the Court and to TPL that the proceedings under the Indictment are to be discontinued.
7. After the expiry of the Agreement the SFO may institute fresh proceedings if the SFO believes that during the course of negotiations of the Agreement TPL, directly or indirectly provided inaccurate, misleading or incomplete information to the SFO and TPL knew, or ought to have known, that the information was inaccurate, misleading or incomplete.

Scope of the Agreement

8. This Agreement brings to a close the SFO's investigation into the conduct of TPL and all Jones Lang LaSalle Group companies (the "JLL Group"); the SFO is taking no further action against TPL or any other JLL Group companies in respect of the matters reported by them, and which are included in the Indictment.
9. This agreement does not provide any protection against prosecution for conduct not disclosed by TPL, BSL or the JLL Group to the SFO prior to the date on which the Agreement comes into force, nor does it provide protection against prosecution for any future criminal conduct committed by TPL, BSL or the JLL Group.
10. In addition, this Agreement does not provide any protection against prosecution of any present or former officer, director, employee, consultant, sub-contractor, or agent of TPL, BSL or the JLL Group.

Terms

A. Co-operation

11. Unless released from the obligation to do so by the SFO, TPL shall retain in England and Wales for the Term of the Agreement all material gathered as part of its internal investigation (whether gathered with the assistance of its former or present legal advisers or otherwise), as well as all material gathered in the course of the SFO's investigation leading to this Agreement and shall use its best efforts to ensure that other corporate entities within the JLL Group do the same. This provision does not amend or derogate from sections 2(16) and (17) of the Criminal Justice Act 1987 nor any other statutory or common law obligation.
12. At the reasonable request of the SFO, TPL shall also co-operate fully and honestly and use its best efforts to ensure that other corporate entities within the JLL Group co-operate with any other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation or prosecution of any of its present or former officers, directors, employees, agents, and consultants, or any third party, in any and all matters relating to the conduct which is the subject of the Indictment and/or described in the Statement of Facts.
13. TPL agrees that its co-operation, and the co-operation which it shall use its best efforts to ensure, pursuant to paragraphs 11 and 12 shall include, but not be limited to, the following:
 - a) disclosure to the SFO, and, as directed by the SFO, to any other agency or authority, domestic or foreign, of all information and material in its possession, custody and control which is not protected by a valid claim of legal professional privilege or any other applicable legal protection against disclosure, in respect of its activities and those of its present and former directors, employees, agents, consultants, contractors and sub-contractors, and any other third parties;
 - b) use of its best efforts to make available for interview, as requested by the SFO, present or former officers, directors, employees, agents and consultants of TPL.
14. Nothing in paragraphs 11 to 13 is intended to derogate from TPL's legal rights to raise any defence or assert affirmative claims in criminal, civil and regulatory proceedings in other fora or jurisdictions relating to matters set out in the Statement of Facts, provided that such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise violate paragraph 37 below.
15. During the Term of the Agreement, should any of TPL's directors learn of any evidence or allegation of conduct by itself, BSL or any corporate entity in the JLL Group, or by its past, present, or future officers, directors, employees, or agents which (1) any of TPL's directors reasonably believes constitutes bribery (pursuant to Sections 1, 2 6 and 7 of the Bribery Act 2010), additional to the matters particularised on the Indictment and set out in the Summary of Facts and (2) any of TPL's directors reasonably believes would satisfy the SFO's criteria for case acceptance set forth therein, TPL shall promptly report such evidence or allegation to the SFO. For the avoidance of doubt, this obligation does not apply where TPL reasonably considers itself to have been the only victim.

B. Disgorgement of Profits

- 16. The SFO and TPL agree that £137,997 is the approximate amount of gross profit unlawfully gained by TPL as a result of the offence alleged in the Indictment and the conduct set forth in the Statement of Facts.
- 17. Therefore, TPL agrees to disgorge this amount and to pay this amount within fourteen (14) days of the Court's declaration under Schedule 17 paragraph 8(1) and (3) of the Crime and Courts Act 2013 to the SFO for onward transmission to the Consolidated Fund. Failure to do so will, subject to paragraph 18 below constitute a breach of this Agreement. The disgorgement of £137,997 is final and shall not be refunded.
- 18. At the sole discretion of the SFO late payment of the disgorgement amount by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court.
- 19. TPL acknowledges that no tax deduction may be sought in the United Kingdom or elsewhere in connection with the payment of any part of this disgorgement.
- 20. The SFO is not precluded from arguing in any future prosecution that the Court should find a higher disgorgement amount, including by way of confiscation proceedings or otherwise.

C. Payment of a Financial Penalty

- 21. The SFO and TPL agree that TPL will pay a financial penalty to the SFO for onward transmission to the Consolidated Fund in the amount of £377,997 calculated as follows:

Harm (gross profit): £377,997

Multiplier: 200%

Discount: 50%

TOTAL: £377,997

- 22. This is illustrated in the table below:

Count 6	
Myoderm payments after 15 Dec 2015	
Anticipated gross profit	£240,000
Concentra	
Gross profit recorded on TPL's Contract Master spreadsheet dated 9 Dec 2020	£168,177
Further agreed cost deductions	(£30,180)

Final gross profit [subtotal]	£137,997
Total Harm	£377,997
200 % Multiplier	
50% Discount	
Final Financial Penalty	£377,997

23. TPL will pay this amount within fourteen (14) days of the Court's declaration under Schedule 17 paragraph 8(1) and (3) of the Crime and Courts Act 2013 to the SFO for onward transmission to the Consolidated Fund. Failure to do so will, subject to paragraph 24 below, constitute a breach of this Agreement. The payment of the financial penalty is final and shall not be refunded.
24. At the sole discretion of the SFO late payment of the financial penalty by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court.
25. TPL acknowledges that no tax deduction may be sought in the United Kingdom or elsewhere in connection with the payment of any part of this financial penalty.
26. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher financial penalty
27. The SFO and TPL agree that no costs in relation to the SFO's investigation are to be paid by TPL.

D. Corporate Compliance Programme

28. TPL recognises that it retains responsibility in law for identifying, assessing and addressing risks arising from its business
29. Since identifying and referring to the SFO on 1 December 2016 and thereafter the matters set out in the Statement of Facts, TPL, has implemented and will continue to review, update and implement a compliance programme designed to enhance its ability to prevent and detect violations of, amongst other things, the Bribery Act 2010, and other applicable fraud and anti-corruption laws in a proportionate and risk-based manner throughout its operations. Among other things, TPL has:
 - (a) made significant personnel changes, including by the removal and departure of individuals involved in the conduct which is the subject of the Indictment and under whose oversight such conduct occurred and appointment of new leadership and management personnel;
 - (b) created a Risk and Governance Committee to review, advise and approve TPL-specific procedures and processes as well as review and approve action plans to remediate any identified gaps in, or improvements for, the existing governance framework;
 - (c) introduced a new third-party contractor onboarding process which includes the use of a new Pre-Qualification Questionnaire, requiring all third-party contractors to provide key information to be checked against

the World-Check One KYC Verification and Customer Screening Platform;

- (d) introduced new compliance measures designed to reduce the potential for bribery, working with the independent advice of Reynolds Porter Chamberlain LLP ("RPC");
 - (e) created, with the further guidance of RPC, an additional extended 12 month compliance plan, which it has agreed with the SFO (the "Compliance Plan")
30. Notwithstanding paragraph 29, as set out in the Compliance Plan, TPL has agreed, at its own cost, to:
- (a) improve its compliance programme through the implementation and adoption of those controls, policies, and/or procedures outlined in the Compliance Plan that are intended to reduce the risk of bribery, including future recurrence of the conduct described in the Statement of Facts;
 - (b) continue to review and, where necessary and appropriate, modify its compliance programme, including internal controls, compliance policies, and procedures in a manner consistent with all of TPL's obligations under this Agreement and TPL's obligations under the Compliance Plan, in order to ensure that TPL maintains a rigorous compliance programme that incorporates and implements policies and procedures effectively to prevent and detect violations of the Bribery Act 2010.
31. TPL agrees that:
- a) the TPL Head of Legal will provide an interim written report to the SFO during the sixth month from the date on which the Court makes a declaration under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013 on implementation of the Compliance Plan.
 - b) RPC will provide a written report to the SFO during the 12th month from the date on which the Court makes a declaration under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013, as to the progress TPL has achieved against the agreed Compliance Plan. The report will at a minimum include a description and assessment of TPL's progress in improving its internal controls, policies and procedures, for ensuring compliance with the standards set out for adequate procedures in the Ministry of Justice's Bribery Act 2010 Guidance. It will also make recommendations to the SFO and TPL regarding any outstanding parts of the Compliance Plan and appropriate steps for further continuing and embedding the Compliance Plan having regard to information, including available management information such as the Ethics Everywhere Annual Report;
 - c) the TPL Head of Legal, in conjunction with RPC, will provide an interim report during the 18th month from the date on which the Court makes a declaration under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013 by way of a presentation to the SFO regarding the continued implementation of the Compliance Plan and RPC's related recommendations;

- d) RPC will provide a final written report to the SFO during the 24th month from the date on which the Court makes a declaration under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013, as to the progress TPL has achieved against the Compliance Plan. The report will include a description and assessment of TPL's progress in improving its internal controls, policies and procedures, for ensuring compliance with the standards set out for adequate procedures in the Ministry of Justice's Bribery Act 2010 Guidance.
 - e) RPC will liaise with the SFO and TPL as required in order to efficiently and appropriately fulfil the terms. TPL agrees to pay the costs of RPC for the above and support and facilitate the performance of its role, including where appropriate making available in a timely fashion personnel and documentation.
 - f) In the event that RPC resigns or is unable to fulfill the compliance terms, set out at paragraph 31, subparagraphs (b), (c), (d) and (e), TPL shall notify the SFO immediately. A replacement selected by TPL must be approved by the SFO. The terms of this Agreement shall apply to the replacement.
32. The reports and plans described in paragraph 31 are likely to include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage co-operation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the SFO determines in its sole discretion that disclosure would be in furtherance of the SFO's discharge of its duties and responsibilities or is otherwise required by law.
33. In any future proceedings, implementation of additional controls, policies and procedures pursuant to this Agreement shall not fetter the assessment of the SFO as to their efficacy or compliance with the standards set out for adequate procedures in the Ministry of Justice's Bribery Act 2010 Guidance, and it shall not be construed as providing an automatic statutory defence, immunity or amnesty in respect of conduct occurring subsequent to their implementation. Nothing in this paragraph is intended to derogate from TPL's legal rights to raise any defences or assert affirmative claims in criminal, civil, and regulatory proceedings in other fora or jurisdictions relating to the matters set out in the Statement of Facts, provided such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise violate section G below.

E. Breach of the Agreement

34. In the event that the SFO believes that TPL has failed to comply with any of the terms of this Agreement, the SFO agrees to provide TPL with a written notice of such alleged failure prior to commencing proceedings resulting from such failure. TPL shall, within thirty (30) days of receiving such notice, have the opportunity to respond to the SFO in writing to explain the nature and circumstances of the alleged failure, as well as any actions TPL has taken to address and remedy the situation. The SFO will consider the explanation in deciding whether to make an application to the Court. In the event that the Court terminates the Agreement the

SFO may make an application for the lifting of the suspension of the Indictment associated with the DPA and thereby reinstitute criminal proceedings.

F. Sale or merger

35. TPL agrees that in the event that, during the Term of this Agreement, it sells, merges or transfers all or substantially all of its business operations as they exist at the date of this Agreement, whether such sale is an asset sale, merger or transfer it shall include in any contract for sale, merger or transfer a provision binding the purchaser or successor to the obligations described in this Agreement. TPL will notify the SFO of such event at the earliest opportunity.
36. If TPL enters into voluntary or compulsory liquidation while the Agreement remains in force it will notify the SFO at the earliest opportunity. Failure to do so will constitute a breach of this Agreement.

G. Public statements

37. TPL agrees that it shall not make, and it shall not authorise its affiliates, its present or future lawyers, officers, directors, employees, agents or shareholders or any other person authorised to speak on TPL's behalf to make any public statement contradicting the matters described in the Statement of Facts. The decision whether any public statement by any such person contradicting a matter described in the Statement of Facts and/or is to be imputed to TPL for the purpose of determining whether to apply to the court seeking a finding that TPL has breached the Agreement are matters which lie within the sole discretion of the SFO. If the SFO determines that a public statement by any such person contradicts in whole or in part a matter described in the Statement of Facts, the SFO shall so notify TPL, and TPL may avoid the SFO applying to the court seeking a finding that TPL has breached the Agreement by publicly repudiating such statements within five business days after notification. This paragraph does not apply to any statement made by any present or former director, officer, employee or agent of TPL in the course of any criminal, civil, or regulatory proceedings instituted against or by the said individual, unless such individual is speaking on behalf of TPL.
38. TPL agrees that if it or any of its affiliates proposes to issue a press release or any other public statement in connection with this Agreement, TPL shall first consult with the SFO, no less than two working days prior to release, to determine:
 - (a) whether the text of the press release or other proposed public statement are true and accurate with respect to matters between the SFO and TPL; and
 - (b) whether the SFO has any objection to the release.

If any objection is notified by the SFO, TPL will not release the notice or statement until its terms have been agreed with the SFO, such agreement not to be unreasonably withheld. In particular no such press release or statement shall contain any reference to, or comment upon, any current criminal proceedings in respect of any of the matters contained within the Statement of Facts unless the same has been notified to the SFO in advance and the SFO has communicated in writing that it has no objection, such objection not to be unreasonably maintained.

This paragraph does not apply to any non-public disclosure to any supervisory, regulatory, or judicial body or self-regulatory organisation, however any such disclosure shall remain subject to the terms of paragraph 37 above.

39. If TPL believes law or regulation requires a press release or any other public statement to be issued in connection with this Agreement on a timetable that precludes it from complying with paragraph 37 above, TPL shall inform the SFO of the circumstances, timing, content, and manner of the press release or other public statement as soon as is reasonably practicable after such press release or other public statement is issued, and in doing so shall identify the specific exigency and legal or regulatory provision which TPL believed required such a press release or public statement to be issued without complying with paragraph 38 above.

H. Warranty

40. TPL warrants that:

- (a) the information provided to the SFO throughout the DPA negotiations and upon which the DPA is based does not knowingly contain inaccurate, misleading or incomplete information relevant to its conduct;
- g) it will notify the SFO and provide where requested any documentation or other material that it becomes aware of whilst this Agreement is in force which it knows, or suspects would have been relevant to the offences particularised in the Indictment.

41. TPL agrees to its current legal advisors providing a warranty in the same terms as paragraph 40(a) above.

Consent

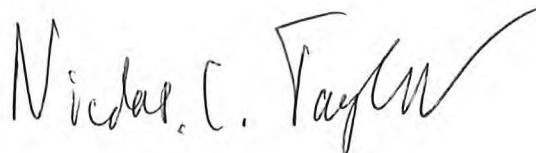
Agreed

For TPL:

Name: Nicolas Taylor

Position: Company Solicitor and General Counsel, JLL UK Limited

Signature:

A handwritten signature in black ink that reads "Nicolas C. Taylor" with a stylized flourish at the end.

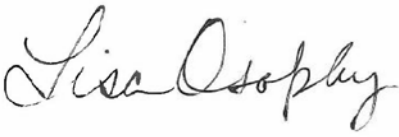
Dated: 9th day of July 2021

For the Serious Fraud Office:

Name: Lisa Osofsky

Position: Director

Signature:

A handwritten signature in black ink that reads "Lisa Osofsky". The signature is written in a cursive style with a large initial "L" and "O".

Dated: 9th Day of July 2021