

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement"), dated as of this [Insert date], is entered into between [Insert name of party] ("Recipient") and Cushman & Wakefield U.S., Inc. ("C&W").

C&W is furnishing to Recipient certain non-public, confidential and proprietary information belonging to C&W's client in connection with 1800 Central Street, Kansas City, MO (the "Purpose"). All such information furnished by C&W to Recipient or its officers, directors, employees, agents, or representatives ("Representatives") is referred to in this Agreement as the "Information". As a condition to furnishing any Information to Recipient, Recipient agrees as follows:

1. The Information will be kept confidential by Recipient, and will not, without the prior written consent of C&W, be disclosed by Recipient in any manner whatsoever, in whole or in part, and will not be used by Recipient, directly or indirectly, for any purpose other than for the Purpose; provided, however, that (i) Recipient may transmit the Information to its Representatives who need to know the Information strictly in connection with the Purpose, and who are informed by Recipient of the confidential nature of the Information, and (ii) Recipient may disclose Information, in accordance with paragraph 4 below, to the extent that any such Information is legally required to be disclosed.
2. This Agreement shall not apply to any Information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives; (b) became or becomes available to Recipient or its Representatives on a non-confidential basis from a source other than C&W; or (c) is independently ascertained by Recipient or its Representatives.
3. At C&W's request, Recipient shall promptly return all Information furnished to Recipient and its Representatives, or, at C&W's election, destroy such Information (such destruction to be certified in writing to C&W by an authorized officer supervising such destruction).
4. If Recipient becomes legally compelled (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, Recipient will provide C&W with prompt written notice so that C&W and/or C&W's client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or remedy is not obtained, or C&W waives compliance with the provisions of this Agreement, Recipient shall cooperate with C&W in any attempt by C&W to obtain assurance that confidential treatment will be accorded the Information so furnished.
5. This Agreement shall be governed by the laws of the State of Missouri.
6. If Recipient breaches or threatens to breach any provisions of this Agreement, C&W will have the right and remedy, in addition to any other rights and remedies it may have under law or in equity, to have its rights under this Agreement specifically enforced by any court having equity jurisdiction, all without the need to post a bond or any other security or to prove any amount of actual damage or that money damages would not provide an adequate remedy, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to C&W and C&W's client and that monetary damages will not provide an adequate remedy. Each party hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of [Insert state] and of the United States of America located in the City of [Insert city] for any actions, suits or proceedings arising out of or relating to this Agreement.
7. It is understood and agreed that no failure or delay by C&W in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power, or privilege hereunder.

8. Any notice required or permitted to be given under this Agreement shall be in writing, by hand delivery, commercial overnight courier or certified or registered U.S. Mail, postage prepaid and return receipt requested, to the address stated below for C&W or to the address stated below for Recipient, and shall be deemed duly given upon receipt, or if by certified or registered mail three (3) business days following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

If to C&W:

4600 Madison Avenue, Suite 800  
Kansas City, MO 64112  
Attn: Gib Kerr

If to Recipient:

**[INSERT RECIPIENT ADDRESS]**

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement.

10. Each of the individuals signing below warrants that he or she has been duly authorized to execute this Agreement on behalf of Recipient or C&W, as the case may be.

IN WITNESS WHEREOF, the parties agree to the terms and conditions set forth above.

**[INSERT NAME OF RECIPIENT]**

Cushman & Wakefield U.S., Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Kelly Diehl  
Title: Managing Principal