

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”) is made as of the last date set forth in the signature blocks below (the “Effective Date”) between the undersigned party designated as a “Company” in the signature blocks below (together with its affiliates and subsidiaries, “Company”) and CBRE, Inc., a Delaware corporation (“CBRE”).

1. **Purpose.** Company and CBRE wish to explore a potential business relationship between them as may be further described in the signature blocks below (the “Purpose”). In connection with such Purpose, Company and CBRE may disclose their respective Confidential Information to the other party or its Representatives.

2. **Definition.** “Confidential Information” means any information, data, or know-how, including, but not limited to, (a) that which relates to market research, product plans, business plans, products, services, customers, markets, business processes and systems, operations, strategic information, forecasts, reports, records, employees, contractors, trade secrets, revenues, expenses or finances and financial data, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is designated at the time of disclosure as being confidential or proprietary, and (b) the fact that discussions or negotiations are taking place between the parties or any terms, conditions or other facts with respect to the Purpose, including the status thereof or that Confidential Information has been made available. Confidential Information does not include information, data or know-how which: (i) is in the possession of the receiving party prior to the time of disclosure and which can be shown to have so been by proper documentation and which is not otherwise subject to any obligation of confidentiality or non-disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party in violation of this Agreement; (iii) has been or is developed by or for the receiving party through its independent

resources without reference to the disclosing party’s Confidential Information or in violation of the terms of this Agreement; (iv) is disclosed to the receiving party or its Representatives by a third party without restriction and, to the knowledge of the receiving party after reasonable inquiry, without violation of any obligation of confidentiality; or (v) is approved for release by the disclosing party in writing.

3. **Non-Disclosure of Confidential Information.** Each of Company and CBRE, as the party receiving Confidential Information of the other, agrees not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, the Purpose. Neither party will disclose any Confidential Information of the other party to third parties except (a) disclosures to the receiving party’s directors, officers, employees, consultants and advisors (including, without limitation, attorneys and accountants) (collectively, “Representatives”) who need the information in order to carry out discussions relating to the Purpose or (b) disclosures that are required under compulsion of law (whether by oral question, interrogatory, subpoena, civil investigative demand or otherwise) or by order of any court or governmental or regulatory body to whose supervisory authority the receiving party is subject. Each party will notify its Representatives to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that such first party is bound by the obligations in this Agreement. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information.

Sensitive Data Not Required. The parties understand and agree any provision of services by CBRE in relation to the Purpose does not require the use of Sensitive Data by CBRE. Company represents and warrants the

Confidential Information does not contain Sensitive Data and it shall not directly or indirectly provide Sensitive Data to CBRE. Notwithstanding the foregoing, if CBRE identifies it has received Sensitive Data from Company, CBRE shall promptly notify Company of such receipt and Company hereby authorizes CBRE to delete or destroy such Sensitive Data without further instruction. "Sensitive Data" means data that is protected or recognized as sensitive data under applicable law or subject to data breach notification laws, including for example data considered Protected Health Information under HIPAA.

4. **Mandatory Disclosure.** In the event that either party or their respective Representatives are requested or required by law, an administrative process or by a regulatory or supervisory authority to disclose any of the Confidential Information of the other party, the party required to make such disclosure, if legally permitted, shall give prompt notice of the existence, terms and circumstances surrounding such request so that the other party (at such other party's expense) may seek a protective order or other appropriate relief. In the event that such protective order is not sought or obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel (which, for the avoidance of doubt, includes in-house counsel) advises that it is legally required to disclose.

5. **Termination of Discussions; Return of Materials.** Either party may at any time and for any reason terminate discussions or negotiations between them without any liability therefor. Unless and until a definitive and mutually agreeable transaction document in respect of the Purpose is executed and delivered between the parties, none of the parties, their affiliates or Representatives shall have any obligation (contractual, fiduciary or otherwise) relating to the Purpose other than those obligations expressly set forth herein. Upon the written request of the disclosing party, any materials or documents which have been furnished by one party to the other and any documents containing or reflecting Confidential Information (whether such documents and records were furnished to the receiving party or

its Representatives or were prepared by the receiving party or its Representatives), and any copies, summaries, notes, analysis, compilations or extracts of such documentation (whether prepared by the disclosing party or by others), shall be promptly returned or destroyed (at the receiving party's option). Upon request of the disclosing party, any destruction of the Confidential Information shall be confirmed to the disclosing party in writing. Notwithstanding the foregoing, Confidential Information and documents containing or reflecting Confidential Information (in electronic or paper form) may be retained pursuant to a party's normal and customary record retention policies, will only be kept for purposes of compliance with such record retention policies and will not be used for any other purpose, in all cases subject to the terms hereof.

6. **No License Granted; No Representations or Warranties.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to proceed with the Purpose. No party makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information provided hereunder, except as shall be set forth in a definitive and mutually agreeable transaction document in respect of the Purpose that is executed and delivered between the parties. Neither party shall have any liability to the other or its Representatives arising from, or related to, the other party's or its Representatives' use of Confidential Information provided hereunder, except as shall be set forth in a definitive and mutually agreeable transaction document in respect of the Purpose that is executed and delivered between the parties.

7. **Acknowledgements.** Each party acknowledges that the other party has or may have various global business lines, units, entities and affiliates and that (except insofar as this Agreement restricts the disclosure of the Confidential Information) this Agreement shall

not restrict the activities of those business lines, units, entities or affiliates in any manner, irrespective of whether they may be competitive with the other party or its affiliates.

8. **Term and Termination.** This Agreement and the obligations herein shall remain in effect until the third anniversary of the last date on which Confidential Information has been transmitted between the parties or their Representatives relating to the Purpose, and shall thereupon terminate and be of no further force or effect.

9. **Securities Laws.** The parties acknowledge, and will advise their Representatives, that U.S. federal and state securities laws prohibit any person receiving material, non-public information concerning a corporation from purchasing or selling securities of such corporation or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

10. **Notices.** Notices given under this Agreement shall be in writing and delivered by first class, certified mail to each signatory at the address set forth in the signature blocks below unless changed by written notice. Notices to CBRE shall include a required copy to: CBRE, Inc., 200 Park Avenue, 20th Floor, New York, NY 10166 Attn: Sourcing Manager with a copy to CBRE, Inc., 2100 McKinney Avenue, Suite 900, Dallas, Texas 75201, Attn: General Counsel.

11. **Miscellaneous.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware. This Agreement represents the entire agreement and understanding (oral or written) between the parties with respect to the subject matter hereof. Failure to enforce any provision or exercise any right in this Agreement shall not constitute a waiver of any term hereof. This Agreement may not be amended, and no provision herein waived, without the prior written consent of each party hereto. Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the

other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any actual or threatened breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to seek injunctive or other equitable relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages, and each party agrees to waive any requirement for the securing or posting of any bond in connection with any such remedy. Furthermore, each party irrevocably waives consequential damages.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date.

CBRE, INC.

By:_____

Name:_____

Title:_____

Date:_____

COMPANY

Insert Full Formal Entity Name:

Address: _____
(Street Address)

(City, State and Zip Code)

By:_____

(Signature)

Name:_____

Title:_____

Date:_____