

CONFIDENTIALITY AGREEMENT

WHEREAS, JONES LANG LASALLE AMERICAS, INC. (“JONES LANG LASALLE”) having offices at 200 East Randolph Drive, Chicago, Illinois 60601 acting on behalf of its client (“Client”), and _____ (“Receiving Party”), having offices at, _____ are engaged in business discussions of a sensitive nature pertaining to Client’s Property located at 98 Forsyth Street New York, NY 10002 or any of its operations, which have or may require the disclosure by JONES LANG LASALLE to the Receiving Party of Client’s and JONES LANG LASALLE’s confidential and proprietary information, including without limitation the name of the Client, any information that Receiving Party has been informed is confidential or should reasonably know is confidential, all financial information, trade secrets and the fact that these discussions are taking place, hereinafter referred to as “INFORMATION”; and

WHEREAS, both parties wish to maintain the confidential and proprietary nature of the INFORMATION;

NOW THEREFORE, in consideration of the business discussions between the parties giving access to such INFORMATION, and in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Receiving Party will notify each employee, agent, affiliate or consultant involved in the business discussions or who may have any occasion to view, handle, or obtain any of the INFORMATION, of the terms of this Agreement. Receiving Party further agrees that such INFORMATION will be made available only to those of its respective employees, agents, affiliates or consultants who are concerned with this subject.
2. Receiving Party, (including its employees, agents, affiliates and consultants) shall not disclose any INFORMATION it receives from JONES LANG LASALLE including data, drawings, information and other materials to any other person, firm or corporation, or use the INFORMATION for its own or any other party's benefit, except as contemplated by this Agreement. Receiving Party shall use as a minimum the same degree of care to avoid disclosure or use of the INFORMATION as it employs with respect to its own confidential and proprietary information of like importance.
3. INFORMATION shall not be deemed confidential and proprietary, and Receiving Party shall not have an obligation of confidentiality with respect to any INFORMATION (except for the name of the Client and the fact that negotiations are taking place) which:
 - A. is or becomes publicly known through no wrongful act of Receiving Party; or
 - B. is rightfully received from a third party without any restriction known to Receiving Party and without breach of this Agreement; or
 - C. is independently developed by an employee, affiliate or agent of Receiving Party who had no knowledge of or access to such INFORMATION; or
 - D. is approved for release by written authorization from JONES LANG LASALLE.

4. All INFORMATION provided or communicated by JONES LANG LASALLE to Receiving Party shall be and remain the property of JONES LANG LASALLE and/or Client, and such INFORMATION, and any copies thereof, shall be promptly returned to JONES LANG LASALLE upon written request from JONES LANG LASALLE and/or Client and shall remain confidential in accordance with this Agreement.
5. It is understood between the parties to this Agreement that neither party waives any rights in invention or development lawfully possessed by it at the time of disclosure. In addition, this Agreement does not imply any waiver of any right or action under the patent, trademark, copyright, unfair competition, fair trade or related laws.
6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.
7. Receiving Party acknowledges and agrees that in the event of any breach of this Agreement, JONES LANG LASALLE or Client would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that JONES LANG LASALLE and Client, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, and to compel specific performance of this Agreement, without the need for proof of actual damages. Receiving Party also agrees to reimburse JONES LANG LASALLE and/or Client for all costs and expenses, including attorneys' fees, incurred by or in enforcing its obligation hereunder.
8. Receiving Party acknowledges and agrees that neither Client nor JONES LANG LASALLE nor any director, officer, employee, partner, member, agent, counsel or representative of Client or JONES LANG LASALLE, (collectively, the "Client Representatives") make any representation or warranty whatsoever as to the accuracy or completeness of the INFORMATION. Any financial information and/or projections contained in the INFORMATION represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified, and no representation or warranty of any kind whatsoever (including, but not limited to, reasonableness, accuracy, or completeness) is made by Client or JONES LANG LASALLE or the Client Representatives. Client and JONES LANG LASALLE expressly disclaim any and all liability for representations or warranties, express or implied, regarding the INFORMATION; and Receiving Party agrees that neither Client nor JONES LANG LASALLE nor the Client Representatives shall have any liability to Receiving Party resulting from our or their use or reliance upon the INFORMATION.
9. **BOTH PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.**
10. This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both parties.

11. The Receiving Party acknowledges and agrees that Client shall have all the same rights as JONES LANG LASALLE hereunder and that to the extent required JONES LANG LASALLE shall assign any and all rights hereunder to Client in order for Client to enforce the terms hereunder.
12. This Agreement is made under, and shall be construed according to, the substantive laws of the State of _____, U.S.A.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement shall be the _____ day of _____, 2020.

PURCHASER:

JONES LANG LASALLE AMERICAS, INC.

Name: _____

Name: _____

Title: _____

Title: _____

Company Name: _____

Date: _____

Company Address: _____

Phone #: _____

Email: _____

Signature: _____

Date: _____