

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement"), dated as of this \_\_\_\_\_, is entered into between \_\_\_\_\_ ("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 ("Client") in connection with (the "Purpose") the possible purchase of **4100 South Stream Blvd, Charlotte, NC 28217** (the "Property"). 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 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. Recipient acknowledges and agrees that neither C&W nor Client make any representation or warranty as to the accuracy or completeness of the Information and that neither C&W nor client shall have any liability to Recipient as a result of Recipient or its Representatives use of the Information, except as set forth in a definitive agreement.
6. Recipient represents that no broker or agent represents it or will represent it in any possible transactions involving the Property unless disclosed in writing to C&W prior to the receipt of the Information and that Recipient shall compensate its broker or agent. Neither C&W nor Client shall be obligated to pay any compensation to a broker or agent representing Recipient. Except as set forth in a separate written and signed agreement, if any, neither C&W nor Client will be liable, and hereby expressly disclaim liability for, any claim for broker's fee, finder's fee, commission or other similar compensation in connection with execution of this agreement or otherwise based on any other relationship with or through Recipient and/or the potential transaction contemplated by this agreement (and regardless of whether a broker has facilitated execution of this agreement).
7. This Agreement shall be governed by the laws of the **North Carolina**.

8. 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 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 **North Carolina** and of the United States of America located in the City of **Charlotte** for any actions, suits or proceedings arising out of or relating to this Agreement.

9. 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.

10. 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:

300 South Tryon Street, Suite 1110  
Charlotte, North Carolina, 28202  
ATTN: Brett Gray  
(704) 375-7771

If to Recipient:

Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

11. 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.

12. 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.

13. You acknowledge that C&W has an exclusive listing to sell the Property and C&W will be acting as the Client's agent in the transaction, as described in the attached Working with Real Estate Agents brochure.

14. C&W SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY.

15. The terms of this agreement shall terminate as of the date that is one year from the date of this agreement.

16. The owner of the Property is a third-party beneficiary of the Agreement, and is entitled to the rights and benefits of C&W hereunder and may enforce the provisions hereof as if it were a party hereto.

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

**RECIPIENT-- PLEASE INDICATE YOUR CAPACITY FOR THIS TRANSACTION IN THE BOXES BELOW: :**

I AM A BROKER/AGENT REPRESENTING A CLIENT

I AM A PRINCIPAL INVESTOR

**PRINCIPAL:**

**ACCEPTED & AGREED TO:**

**DATE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE**

**NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**BROKER:**

**ACCEPTED & AGREED TO:**

**DATE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE**

**NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

*Please return to Zack Mudd via email – [Zack.Mudd@cushwake.com](mailto:Zack.Mudd@cushwake.com)*

*This form is required for use in all sales transactions, including residential and commercial*



## Working With Real Estate Agents Disclosure (For Buyers)

### IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of the form after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

**Note to Agent:** *Check all relationship types below that may apply to this buyer.*

\_\_\_\_\_ **Buyer Agency** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a buyer agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written buyer agency agreement with you before preparing a written offer to purchase or communicating an oral offer for you. The seller would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

\_\_\_\_\_ **Dual Agency:** Dual agency will occur if you purchase a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the seller at the same time. A dual agent's loyalty would be divided between you and the seller, but the firm and its agents must treat you and the seller fairly and equally and cannot help you gain an advantage over the other party.\*

\_\_\_\_\_ **Designated Dual Agency:** If you agree, the real estate firm would represent both you and the seller, but the firm would designate one agent to represent you and a different agent to represent the seller. Each designated agent would be loyal only to their client.\*

*\*Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to purchase.*

\_\_\_\_\_ **Unrepresented Buyer (Seller subagent):** The agent who gave you this form may assist you in your purchase, but will not be representing you and has no loyalty to you. The agent will represent the seller. Do not share any confidential information with this agent.

**Note to Buyer:** *For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at [nrec.gov](http://nrec.gov) (Publications, Q&A Brochures) or ask an agent for a copy of it.*

---

Buyer's Signature

---

Buyer's Signature

---

Date

---

Agent's Name

---

Agent's License No.

---

Firm Name

REC. 4.27 • 4/6/2021