
From: Allen.Maines@hklaw.com
Sent: Tuesday, February 19, 2019 10:56 AM
To: Brooks, Jody L. - VP & Chief Legal Officer; jpayne@coj.net
Cc: Laura.Ratliff@hklaw.com; Jacquelyn.Watts@hklaw.com
Subject: FW: JPM_H&K Mutual Confidentiality Agreement_2019

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Allen Maines | Holland & Knight

Executive Partner
Holland & Knight LLP
1180 West Peachtree Street, Suite 1800 | Atlanta GA 30309
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allen.maines@hklaw.com | www.hklaw.com

[Add to address book](#) | [View professional biography](#)

From: Sine, Isaac [<mailto:isaac.sine@jpmorgan.com>]
Sent: Tuesday, February 19, 2019 10:41 AM
To: Watts, Jacquelyn T (ATL - X48405) ; Maines, Allen (ATL - X48525) ; Gredell, Jason ; Widener, Mark ; Plunkett, Kevin
Subject: RE: JPM_H&K Mutual Confidentiality Agreement_2019

Executed version attached.

Isaac Sine
J.P. Morgan
Tel: 212.834.9155
Cell: 206.718.6834
isaac.sine@jpmorgan.com

From: Jacquelyn.Watts@hklaw.com <Jacquelyn.Watts@hklaw.com>
Date: Tuesday, Feb 19, 2019, 8:39 AM
To: Sine, Isaac <isaac.sine@jpmorgan.com>, Allen.Maines@hklaw.com <Allen.Maines@hklaw.com>, Gredell, Jason <jason.gredell@jpmchase.com>, Widener, Mark <mark.widener@jpmorgan.com>, Plunkett, Kevin <kevin.plunkett@Jpmorgan.com>
Subject: RE: JPM_H&K Mutual Confidentiality Agreement_2019

Isaac,

Please find attached an H&K executed copy of the confidentiality agreement, signed by Allen. Please sign and return a fully executed copy to us.

Best,

Jacquie

Jacquelyn Thomas Watts | Holland & Knight

Associate

Holland & Knight LLP

1180 West Peachtree Street, Suite 1800 | Atlanta, GA 30309

Phone 404.817.8405 | Fax 404.881.0470

jacquelyn.watts@hklaw.com | www.hklaw.com

From: Sine, Isaac [mailto:isaac.sine@jpmorgan.com]

Sent: Friday, February 15, 2019 12:13 PM

To: Watts, Jacquelyn T (ATL - X48405) <Jacquelyn.Watts@hklaw.com>; Maines, Allen (ATL - X48525) <Allen.Maines@hklaw.com>; Gredell, Jason <jason.gredell@jpmchase.com>; Widener, Mark <mark.widener@jpmorgan.com>; Plunkett, Kevin <kevin.plunkett@Jpmorgan.com>

Subject: JPM_H&K Mutual Confidentiality Agreement_2019

See the attached. Does this accomplish what you were looking for?

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Mutual Confidentiality Agreement

This Confidentiality Agreement (this “Agreement”) is made as of this 13th day of February, 2019, by and between J.P. Morgan Securities LLC (the "J.P. Morgan") and Holland & Knight LLP ("H&K") (each a “Party”).

WHEREAS, J.P. Morgan and H&K are exchanging certain confidential and proprietary information in connection with a possible financing transaction (the "Transaction"). The “Disclosing Party” shall mean the Party to this Agreement that is the source of disclosing the Confidential Information as the context requires. The “Receiving Party” shall mean the Party to this Agreement that is the recipient of the Confidential Information as the context requires;

WHEREAS, the Disclosing Party may disclose to the Receiving Party (which for purposes of this Agreement shall include its and its affiliates’ directors, officers and employees) Confidential Information (as defined below) of the Disclosing Party which Confidential Information is of considerable value and importance to the business of the Disclosing Party;

WHEREAS, the Disclosing Party desires to preserve the confidentiality of the Confidential Information, and the Receiving Party is willing to agree to preserve the confidentiality of the Confidential Information obtained by the Receiving Party, on the terms and conditions of this Agreement.

WHEREAS, H&K will consult with J.P. Morgan in order to assist H&K in providing legal advice and services to JEA, and the communications between H&K and J.P. Morgan shall be regarded as privileged, confidential work product not subject to disclosure to third parties.

NOW, THEREFORE, in consideration of the terms, covenants and agreements hereafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Disclosing Party and the Receiving Party agree as follows:

1. Confidential Information. As used in this Agreement, the term “Confidential Information” means any and all information, data, documents and materials in any form provided to the Receiving Party by the Disclosing Party or its affiliates related to the Transaction. “Confidential Information” does not include such information and materials which: (i) are or become generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in violation of this Agreement, (ii) was available to the Receiving Party prior to the disclosure to the Receiving Party by the Disclosing Party or was independently developed by the Receiving Party after the date hereof without the aid, application or use of Confidential Information, or (iii) becomes available to the Receiving Party from a source, which the Receiving Party has determined after inquiry, is not subject to any prohibition against disclosure. Nothing contained in this Agreement shall prohibit the Receiving Party or its Representatives from disclosing Confidential Information if requested or demanded by any governmental,

judicial, administrative or regulatory authority having jurisdiction over the Receiving Party.

The term “Representatives” shall mean a Party’s affiliates, and its and their respective officers, directors, employees, agents, accountants and attorneys.

2. Restricted Use of Confidential Information. Any Confidential Information disclosed or made available by the Disclosing Party or its Representatives to the Receiving Party shall be held and treated confidentially by the Receiving Party and will be used solely for the purpose of reviewing and evaluating the Transaction. The Confidential Information shall not be used to compete with the Disclosing Party and its affiliates. The Receiving Party shall disclose or make available such Confidential Information only to those of its Representatives whose duties justify the need to know such Confidential Information, and then only on the basis of a clear understanding by said Representatives of their obligation to maintain the confidential status of such Confidential Information.

3. Gramm-Leach-Bliley Act. The Receiving Party acknowledges that the Disclosing Party, in disclosing to the Receiving Party certain customer information that may be part of the Confidential Information, must comply with the provisions of the Gramm-Leach-Bliley Act and its implementing regulations (the “GLBA”), regulatory standards for information security, and other federal and state laws regarding the privacy and confidentiality of customer records. The Receiving Party further acknowledges that the GLBA among other things, limits the right of the Receiving Party to use and disclose such customer information, and the Receiving Party agrees that its use of the Confidential Information will be consistent with and in compliance with the restrictions imposed by the GLBA and other applicable laws.

4. Ownership of Confidential Information; Responsibility for Breach of Agreement. All Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates. The Receiving Party shall exercise such precautions and measures as may be reasonable in the circumstances to prevent the disclosure of the Confidential Information, including those measures that it takes to protect its own confidential information. The Receiving Party agrees to be responsible for any breach of this Agreement by its Representatives.

5. Return of Confidential Information. Promptly upon the request of the Disclosing Party or upon completion of the Receiving Party’s use of the Confidential Information as permitted under this Agreement, the Receiving Party, at the Disclosing Party’s option, shall either return to the Disclosing Party or destroy all Confidential Information in its possession and will destroy all documents, memoranda, notes and other writings whatsoever prepared by the Receiving Party based in whole or in part on Confidential Information. Upon request, the Receiving Party will certify to the Disclosing Party that all Confidential Information has been either returned or destroyed. Nothing contained in this Agreement shall prohibit the Receiving Party or its Representatives from retaining such materials as the Receiving Party or its

Representatives may be required to be maintained by electronic backup or applicable legal and regulatory requirements.

6. Civil Process. If the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Receiving Party to disclose all or any part of the Confidential Information, the Receiving Party shall to the extent permitted by law, promptly notify the Disclosing Party of such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive the Receiving Party's compliance with the provisions of this Agreement. To the extent required by legal or regulatory requirements, Confidential Information may be disclosed to a bank regulatory authority without notice to the Disclosing Party. If the Disclosing Party decides to seek a protective order, the Receiving Party agrees to assist the Disclosing Party in obtaining such an order. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the Receiving Party, in the opinion of the Receiving Party's counsel, is compelled to disclose such information, the Receiving Party may disclose such Confidential Information without liability under this Agreement.

6. Expiration. This Agreement shall expire on the date which is one (1) year from the date of this Agreement, provided, however, the provisions in Section 3 shall continue to remain in effect.

7. Remedies for Breach. The Receiving Party agrees that any failure by it to comply with the provisions of this Agreement may result in irreparable and continuing injury to the Disclosing Party for which money damages may not be a sufficient remedy at law and that in the event of such failure to comply, the Disclosing Party shall be entitled, in addition to such other and further relief as may be proper, to all types of equitable relief as may be necessary or appropriate to cause the Receiving Party to comply with the provisions of this Agreement.

9. Severability; Waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other portion of this Agreement. No failure or delay by either Party 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 further exercise thereof or the exercise of any right, power or privilege.

10 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. No party shall assign this Agreement without the prior written consent of the other party.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (excluding the conflicts of laws rules).

12. Entire Agreement; Amendment or Modification. This Agreement constitutes the entire understanding between the Parties hereto with respect to the Confidential

Information and supersedes any prior understanding or agreement relating hereto. This Agreement may be amended or modified, or its requirements waived, only by a writing signed by such person or persons against whom enforcement of such amendment or waiver is sought.

13. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED IN THE FUTURE IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH SUIT, ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

14. Counterparts and Facsimile Signatures. This Agreement may be executed by facsimile transmission in one or more counterparts, each of which counterparts shall be deemed to be an original, and all counterparts shall constitute one and the same instruments.

IN WITNESS WHEREOF, J.P. Morgan and H&K have executed this Agreement as of the date first written above.

J.P. MORGAN SECURITIES LLC

By: 

Name: Michael A Carlson
Title Managing Director

HOLLAND & KNIGHT LLP

By: 

Name: J. Allen Maines
Title Executive Partner