
From: Charleroy, Melissa M. - Executive Assistant <charmm@jea.com>
Sent: Monday, August 20, 2018 5:03 PM
To: Bartley, La'Trece M. - Executive Assistant
Subject: FW: NDA

Melissa Charleroy

Executive Assistant to Aaron Zahn, Interim CEO/MD & JEA Board of Directors

Direct: (904) 665-7313

Mobile: (904) 616-4219

Fax: (904) 665-4238

From: Michael Munz <mmunz@daltonagency.com>
Sent: Monday, August 20, 2018 12:49 PM
To: Brooks, Jody L. - VP & Chief Legal Officer <broojl@jea.com>
Cc: Charleroy, Melissa M. - Executive Assistant <charmm@jea.com>
Subject: Re: NDA

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Signed and attached.

From: "Brooks, Jody L. - VP & Chief Legal Officer" <broojl@jea.com>
Date: Monday, August 20, 2018 at 9:09 AM
To: Michael Munz <mmunz@daltonagency.com>
Cc: "Charleroy, Melissa M. - Executive Assistant" <charmm@jea.com>
Subject: RE: NDA

Michael:

Attached for your review and consideration is JEA's standard NDA.

Thanks.

Jody



Jody L. Brooks
Vice President & Chief Legal Officer
JEA
21 West Church Street (T-16)
Jacksonville, Florida 32202
904 665 6383
broojl@jea.com

From: Michael Munz <mmunz@daltonagency.com>
Sent: Friday, August 17, 2018 2:17 PM
To: Brooks, Jody L. - VP & Chief Legal Officer <broojl@jea.com>; J. Maines <Allen.Maines@hklaw.com>
Subject: Generic Contract

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Jody - per our conversation - please see the attached. Feel free to edit as you see fit - this is our standard generic contract we start with as we discussed.

MM

MICHAEL R. MUNZ :: President, PR/Social Comms Group: Shareholder
140 West Monroe :: Jacksonville, FL 32202 ☎ 904.398.5222 x 2130 📠 904.881.6105

  SMALL AGENCY OF THE YEAR

CONFIDENTIALITY NOTICE: This communication may include confidential information and is intended only for the use of the addressee(s). If you are not the intended recipient, please notify the sender immediately and do not disclose, store or copy the e-mail or any related attachments.

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Any email sent to or from JEA's system may be considered a public record and subject to disclosure under Florida's Public Records Laws. Any information deemed confidential and exempt from Florida's Public Records Laws should be clearly marked. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact JEA by phone or in writing.

CONFIDENTIALITY AGREEMENT

This Agreement is made as of August 17, 2018, by and between **THE DALTON AGENCY, INC.** having a principal place of business at 140 West Monroe Street, Suite 200, Jacksonville, Florida 32202 (the "Company") and **JEA**, having its principal place of business at 21 W. Church St., Jacksonville, Florida 32202, referred to collectively as "**Parties**", and individually as "**Party**."

WHEREAS, the Parties are currently reviewing, evaluating and exploring strategic matters related to JEA and Company is being engaged to employ certain strategic efforts on behalf of JEA (the "**Strategic Efforts**"). In the course of these Strategic Efforts, the Parties may exchange information and data which is confidential and proprietary, and in such event the Parties agree that such Confidential Information shall be governed by this Confidentiality Agreement.

THEREFORE, in consideration of the receipt by the Parties from each other of such Confidential Information for their mutual benefit in connection with the Strategic Efforts, and the mutual covenants contained herein, the Parties hereby agree as follows:

(1) "**Confidential Information**" shall mean all technical, economic, business, engineering or descriptive information, data, business and/or legal strategy discussions, or other documents relating to the Strategic Efforts which one Party or its affiliates (the "**Disclosing Party**") discloses to the other Party (the "**Receiving Party**") in documentary form, or which a Party discloses orally, except any portion of such Confidential Information which: (i) at the time of disclosure is generally available to the public (other than as a result of a disclosure by any Party in violation of this Agreement); (ii) was available to any Party on a non-confidential basis from a source other than the Party hereto providing the Confidential Information, provided that such source is not and was not known by the Receiving Party to be bound by a confidentiality agreement that was applicable to the Confidential Information; or (iii) has been independently acquired or developed by any Party without violating any of its obligations under this Agreement.

(2) Recipient shall employ all reasonable efforts to maintain the Confidential Information received hereunder secret and confidential. Recipient shall not use such Confidential Information for any purpose other than as directed to employ the Strategic Efforts without prior approval of the Disclosing Party.

(3) No Receiving Party shall itself, or permit its employees or agents at any time to, use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Confidential Information without the prior written consent of the Disclosing Party providing the Confidential Information, except a Receiving Party may distribute the information, subject to any specific measures directed against such disclosure in Paragraph 3, to officers, employees or consultants of the Receiving Party or its affiliates who have a need for such information for purposes of evaluating the Strategic Efforts, provided that any disclosure by such officers, employees or consultants in violation of the provisions of this Confidentiality Agreement shall be a breach of this Confidentiality Agreement by the Receiving Party.

(4) (a) If the Receiving Party is requested or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, government agency request

or similar process) to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of such request(s) so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. The Parties further agree that if, in the absence of a protective order or other remedy not obtained, or that the Disclosing Party waives compliance with the terms hereof, the receiving Party agrees to provide only that limited portion of the information that it is advised by written opinion of counsel is legally required and to exercise its best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(b) The Parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view Confidential Information, the Receiving Party will notify the Disclosing Party of such request and the date that such records will be released to the requester unless the Receiving Party obtains a court order enjoining such disclosure. If Receiving Party fails to obtain that court order enjoining disclosure, the Receiving Party will release the requested information on the date specified. Such release shall be deemed to be made with Receiving Party's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

(c) Upon a Party's request, the other Party shall return all Confidential Information (as hereinafter defined) of the requesting Party, except for that portion of such Confidential Information that may be found in analyses prepared by, or for, the returning Party (collectively, "Analyses"), and the returning Party and its Representatives shall not retain any copies of such Confidential Information. The portion of Confidential Information that may be found in Analyses prepared by, or for, the returning Party, and any Confidential Information furnished by the Requesting Party not so requested or returned, will be held by the returning Party and kept subject to the terms of this Agreement beyond the term of this Agreement or destroyed.

(5) The Parties' obligations concerning non-disclosure and use of Confidential Information contained in this Agreement shall continue for two years from the date of each disclosure, and then terminate.

(6) The Parties agree that in the event of a breach of this Confidentiality Agreement, the Disclosing Party providing the Confidential Information shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity.

(7) This Confidentiality Agreement shall be interpreted, governed and construed under the law of the State of Florida.


(8) This Confidentiality Agreement shall in no way be construed to establish any relationship between COMPANY and JEA with respect to the Strategic Efforts that is the subject of this Confidentiality Agreement.

(9) This Agreement sets forth the full and complete understanding of the Parties to this Confidentiality Agreement and there are no other representations, covenants or agreements, expressed or implied, other than those expressly set forth herein. No amendments or modifications hereof shall be valid unless evidenced in writing and executed on behalf of both of

the Parties. This Agreement may be executed in identical counterparts which when taken together will constitute a single instrument. This Agreement may be executed and delivered by facsimile or emailed PDF, and the signature so delivered will constitute an original.

IN WITNESS WHEREOF, the Parties have duly executed this Confidentiality Agreement as of the date first written above.

THE DALTON AGENCY, INC.

Signature: 
Print Name: Michael R. MUNZ
Title: President
Date: 8/20/2018

JEA

Signature: _____
By: _____
Title: _____
Date: _____