

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "**Agreement**") dated this 14th day of March, 2011 (the "**Effective Date**") is entered into by and between **MIE Services LLC** ("**MIE**") and Jeffrey Epstein (the "**Contracting Party**").

A.1 Confidentiality. Contracting Party acknowledges and agrees that information that is not generally known to the public to which Contracting Party has been or may be exposed as a result of having discussions with or being engaged by MIE Services LLC or any entity or trust affiliated with MIE Services LLC (referred to collectively herein as "**MIE**") is "**Confidential Information.**" Confidential Information includes, without limitation: (a) business or financial information; (b) information about MIE's employees; or (c) information about MIE's beneficial owner ("**MIE's Principal**"), his family, businesses, assets, and properties, including interests, assets, or properties held in trust for MIE's Principal (the "**Principal Interests**"). Confidential Information also includes information entrusted to MIE by others.

2. **Treatment and Use of Confidential Information.** Contracting Party will at all times hold Confidential Information in strict confidence, and not disclose or use it except as authorized by MIE.
3. **Publicity.** Contracting Party will not, without the prior written consent of MIE, refer to MIE, its employees, principals or projects in any press release, advertising, publication or promotional or professional materials. Contracting Party will not participate in the preparation of any book, article, story, video or film about MIE's Principal or the Principal Interests.
4. **Exceptions.** Confidential Information does not include information that: (a) has entered the public domain through no fault of or breach by Contracting Party; (b) was in Contracting Party's possession free of any obligation of confidence at the time it was communicated to Contracting Party by MIE; (c) was rightfully communicated to Contracting Party free of any obligation of confidence subsequent to the time it was communicated to Contracting Party by MIE; (d) was developed by Contracting Party independently of and without reference to any information communicated to Contracting Party by MIE; or (e) Contracting Party must disclose to establish the rights of either party under this Agreement. Notwithstanding the foregoing, Contracting Party has the burden in any dispute of showing that information is not Confidential Information.
5. **Term and Termination.** This Agreement will remain in effect for a period of three (3) years following the Effective Date. This Agreement may be terminated by either party at any time by providing the other party no less than thirty (30) days prior written notice. Notwithstanding the foregoing, Contracting Party's obligations under this Agreement will survive termination of this Agreement.
6. **Violation of Agreement, Costs and Attorney Fees, Governing Law, Venue and Jurisdiction, Enforceability and Waiver.** Contracting Party will notify MIE immediately upon discovery of any unauthorized disclosure, use, or loss of Confidential Information or any breach of this Agreement by Contracting Party or its Representatives and will reasonably cooperate as requested by MIE to recover and prohibit any further unauthorized disclosure, use or loss of Confidential Information. If Contracting Party breaches or threatens to breach this Agreement, it will cause MIE irreparable harm. In the event of any such breach or threat thereof, and without waiver of any other rights or remedies, MIE will be entitled to injunctive or other equitable relief as well as money damages. In any lawsuit arising out of or relating to this Agreement, including without limitation arising from any alleged tort or statutory violation, the prevailing party will recover its reasonable costs and attorneys fees, including on appeal. This Agreement will be governed by the internal laws of the State of Washington without giving effect to provisions thereof related to choice of laws or conflict of laws. Venue and jurisdiction of any lawsuit involving this Agreement will exist exclusively in state and federal courts in King County, Washington, unless injunctive relief is sought by MIE and, in MIE's judgment, may not be effective unless obtained in some other venue. This Agreement is binding on Contracting Party, its heirs, executors, personal representatives, successors and assigns, and benefits MIE and its successors and assigns. This Agreement is the final and complete expression of Contracting Party's agreement on these subjects and may be amended only in writing signed by authorized representatives of the parties specifically referencing this Agreement.

MIE SERVICES LLC

By: _____

Name: Maria Gunn

Title: Director

By: _____

Name: Jeffrey Epstein

Address: _____
New York, NY