

**CONFIDENTIALITY AGREEMENT**  
**AGAINST UNAUTHORIZED DISCLOSURE OF SETTLEMENT**

1. This Confidentiality Agreement Against Unauthorized Disclosure of Settlement Amount ("Confidentiality Agreement") is entered into by and between **DANIELLE KELLET** ("**RELEASOR**") and **JEFFREY EPSTEIN** ("**RELEASEE**") (jointly referred to as the "**PARTIES**") in order to settle all claims asserted or which could be asserted against **RELEASEE** and to settle all claims asserted in the action entitled *D.K. v. JEFFREY EPSTEIN*, ("the Action").

2. In exchange for the consideration set forth in the Settlement Agreement and General Release of All Claims (the "**Settlement Agreement**") executed as part of the settlement of the Action, along with other good and sufficient consideration, receipt of which is hereby acknowledged, **the PARTIES**, and their attorneys, agents, employees and representatives, agree that they will keep completely confidential and will not directly or indirectly disclose or reveal to any person or entity, or in any way publicize or cause to be publicized in any news or communications media, including, but not limited to newspapers, magazines, journals, radio, television, internet sites, or jury verdict or settlement reports, the terms of the settlement of the Action, the amount of the settlement, the Settlement Agreement itself, the terms of this Confidentiality Agreement, and the related settlement discussions, unless required by law or unless after filing under seal, they are determined relevant in some other legal action by a final determination of a court of competent jurisdiction. **The PARTIES** expressly agree to decline comment on the settlement to any person or to any member of the news media, and can only confirm that the case indeed settled and the terms are confidential. **The PARTIES** further agree that the terms of the aforementioned settlement may be used only in a court or agency proceeding in which the existence or validity of the Settlement Agreement or this Confidentiality Agreement is at issue, unless otherwise required by law or rule. Additionally, the **PARTIES** agree that they will refrain from making negative or disparaging

comments about either party to anyone with respect to the terms of the aforementioned settlement, and the related settlement discussions. Nothing in this paragraph precludes **RELEASOR** from divulging the terms of said settlement to her immediate family, tax advisors, or legal counsel. This paragraph is intended to become part of the consideration for said settlement.

3. Any third party who is advised of the settlement amount or the terms of the settlement must acknowledge that such third party is aware of this Confidentiality Agreement and is bound by it, including the provisions contained in this Confidentiality Agreement relating to enforcement thereof.

4. The **PARTIES** agree that they shall not provide a copy, in whole or in part or in any form, of the Settlement Agreement to any third party, except to the extent required by law or rule or in response to a validly issued subpoena from a governmental or regulatory agency. Moreover, **RELEASOR** and **RELEASEE**, individually, both agree that neither this Confidentiality Agreement, nor the Settlement Agreement, nor the terms of either agreement, shall be used or disclosed in any court, arbitration, or other legal proceedings, except to enforce the provisions of those agreements.

5. If either of the **PARTIES** is served with a valid subpoena, court order, governmental agency order, or other compulsory legal process, pursuant to which disclosure of the Settlement Agreement and/or this Confidentiality Agreement, the settlement amount, or other terms is requested, the Party so served shall give counsel for the other Party notice thereof within five (5) days of such service and, prior to making any such disclosure, shall give counsel to such other Party at least ten (10) days to commence necessary proceedings to obtain a court order preventing, limiting, or otherwise restricting such disclosure, provided that the Subpoena or Order does not require compliance in less than fifteen (15) days. Should compliance be required in less than fifteen

(15) days, the Party to whom the request is made shall use their best efforts to request additional time for compliance.

6. This Confidentiality Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Florida, and venue for any action to enforce or construe the Confidentiality Agreement shall be in Palm Beach County, Florida. The **PARTIES** affirmatively state that they have had equal input into determining the terms of this Confidentiality Agreement and it is the parties' desire that this Confidentiality Agreement not be construed for or against any party by virtue of that party's drafting of this Confidentiality Agreement.

7. If one or more paragraph(s) of this Confidentiality Agreement shall be ruled unenforceable, either **RELEASEE** or **RELEASOR** may elect to enforce the remainder of this Confidentiality Agreement.

8. The **PARTIES** expressly acknowledge and agree that if either **RELEASOR** or **RELEASEE** alleges that a breach of this Confidentiality Agreement has occurred, the aggrieved party may seek an appropriate remedy with the Court. If any legal action, proceeding or hearing is brought by any party to this Confidentiality Agreement to enforce the terms and conditions of this Confidentiality Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs on appeal.

9. Each of the **PARTIES** understands and agrees that the amount of ONE HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$135,000.00) paid to settle the Action is being paid exclusively to compensate **RELEASOR** for her physical injuries alleged in her Complaint and was agreed upon and paid irrespective of this Agreement. **RELEASEE** has requested this Confidentiality Agreement that contains certain confidentiality components; the confidentiality provisions are being mutually agreed upon by both parties and each party understands that no

monetary consideration has been paid for this Confidentiality Agreement or any of the confidential aspects of this settlement.

10. This Confidentiality Agreement constitutes the entire agreement and understanding between the **PARTIES** with respect to the subject matter hereof and all prior negotiations are merged into this Confidentiality Agreement. This Confidentiality Agreement may not be modified except as may be set forth in writing and executed by the **PARTIES**. The **PARTIES** acknowledge that there are no other promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them other than as set forth herein.

**DANIELLE KELLET**

**JEFFREY EPSTEIN**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Signed before this \_\_\_\_ day of \_\_\_\_\_, 2011.

Signed before this \_\_\_\_ day of \_\_\_\_\_, 2011.

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NOTARY PUBLIC  
My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: