

CONFIDENTIALITY AGREEMENT

In order to induce NES, LLC ("NES") to consider the undersigned for employment or engagement as an independent contractor to provide services, including, without limitation, services with respect to NES, Jeffrey Epstein ("Epstein") or any of the Epstein Companies (as hereinafter defined), or the property located at 9 East 71st Street, New York, New York or any other real property directly and indirectly owned or occupied by NES, Epstein or any of the Epstein Companies (all such real property, including the property located at 9 East 71st Street, New York, New York, are hereinafter referred to, collectively, as the "Properties"), and in consideration of any employment or engagement that the undersigned may obtain with NES, Epstein or any of the Epstein Companies, whether with respect to the Properties or otherwise, and any compensation or other remuneration to be hereafter paid to the undersigned in connection therewith, the undersigned, Sonam Dema (hereinafter sometimes referred to as the Applicant"), acknowledges that the Applicant has been informed of the Applicant's obligations hereunder and that such obligations are a condition to the consideration by NES, Epstein or any of the Epstein Companies of the Applicant's employment or engagement, and to any employment or engagement that the Applicant may obtain, and the Applicant hereby agrees as follows:

Section 1. Term of Employment; Termination. In the event that the Applicant is hereafter employed or engaged as an independent contractor by NES, Epstein or any of the Epstein Companies, the Applicant agrees and understands that nothing in this Agreement shall confer any right on the Applicant with respect to the grant or continuation of the Applicant's employment or engagement as an independent contractor. The Applicant further agrees and understands that, in the event that the Applicant is employed or engaged as an independent contractor, any breach of this Agreement by the Applicant will result, in addition to any and all other remedies which may then be available to NES, Epstein or any of the Epstein Companies, as the case may be, in the Applicant's immediate termination.

Section 2. Confidentiality Obligations of the Applicant.

2.1 Definition of Confidential Information. (a) For purposes of this Agreement, the term "Confidential Information" shall mean any "Business Information" (as hereinafter defined) and any "Personal Information" (as hereinafter defined) about any of: (i) the Properties; (ii) NES; (iii) Epstein; (iv) any and all corporations, limited liability companies, trusts, limited partnerships, general partnerships or other entities with which Epstein is affiliated ("Epstein Companies"); (v) any of the members, managers, directors, officers, shareholders, limited partners, general partners, trustees, beneficiaries, employees, contractors or agents of NES, Epstein or any of the Epstein Companies; (vi) any person residing at, visiting or staying for any duration at any of the Properties; and (vii) any personal associate, business associate or client of any of the persons described in the above clauses (ii) through (vi), inclusive; previously or hereafter gathered or learned by the Applicant directly or indirectly during the course of the any interactions between the Applicant, on the one hand, and any of NES, Epstein and/or any of the Epstein Companies, or any representatives of NES, Epstein or any of the Epstein Companies, on the other hand, including, without limitation, during the course of Applicant's application for employment or engagement by NES, Epstein or any of the Epstein Companies and/or in connection with any employment or engagement of the

Applicant by NES, Epstein or any of the Epstein Companies.

(b) For purposes of this Agreement, the term "Business Information" shall mean information of any type which is commonly considered of a confidential nature and includes, but is not limited to, any information (whether in oral, written, photographic, electronic or other recorded form) regarding the existence, identities, contact information, and business records of; the business plans of; mechanized or nonmechanized systems of accounting of; IT related systems or information of; methods of doing business of; vendor information (including, without limitation, existence, identities, contact information, records, fees, and disbursements of, and services and materials provided by, any and all vendors, contractors, consultants, and professional advisors) of; confidential business lists and other proprietary data of; assets of; investment strategies, transactions, records, procedures and history of; financial records of; the skills, business activities, compensation and financial net worth of; and any other information of a similar nature about; any of the persons or entities set forth in Section 2.1(a) (the "Classified Parties").

(c) For purposes of this Agreement, the term "Personal Information" shall mean information of any type which is commonly considered of a personal nature and includes, but is not limited to, information (whether in oral, written, photographic, electronic or other recorded form) regarding the identities of; contact information of; personal characteristics of; physical descriptions of; non-business activities of; IT systems and information of; personal assets of; personal records of; personal plans of; personal lifestyles of; relationships of; friends of; relatives of; individuals who associate with or who are invited to associate with; and any other information of a similar nature about; any of the Classified Parties; and shall also include, without limitation, the appearance and exterior and interior layout of, any and all improvements on, and furniture, furnishings, and other items of personal property contained anywhere in or on, any of the Properties or any other real property directly or indirectly owned or occupied by NES, Epstein or any of the Epstein Companies.

2.2 Confidential Information Shall Not Be Discussed. At all times hereafter, the Applicant will hold in the strictest confidence and will not, directly or indirectly, use, communicate, publicize, lecture upon, publish or in any manner disclose any Confidential Information, unless NES has expressly authorized in writing such use, communication, publicizing, lecturing, publication, or disclosure. The Applicant hereby assigns to NES any and all rights the Applicant may have or acquire in any Confidential Information and acknowledges that all Confidential Information shall be the sole and exclusive property of NES. The Applicant further agrees and acknowledges that under this Agreement, the Applicant is obligated to use the Applicant's best efforts to ensure that no Confidential Information is used, communicated, publicized, lectured upon, published or disclosed by any persons employed or engaged by the Applicant or under the Applicant's supervision or control. To the extent that the Applicant has any doubts, either now or in the future, as to whether information the Applicant possesses is Confidential Information as defined herein, the Applicant will contact NES, for written clarification and approval before divulging or using such information in any manner whatsoever.

2.3 Third Party Information Shall Not Be Disclosed. The Applicant understands that the Applicant may receive Confidential Information from third parties, as well as from NES. The Applicant acknowledges and agrees that Confidential Information which the Applicant receives from third parties is to be treated in the same manner as Confidential Information

received from NES and that all of the Applicant's obligations hereunder apply to all Confidential Information received, regardless of its source.

2.4 Return of Documents. Upon demand by NES, and upon the expiration or termination of any employment or engagement as an independent contractor of the Applicant by NES, regardless of the reason or basis, if any, for such expiration or termination, the Applicant will deliver to NES any and all documents, written materials, notes, drawings, photographs, specifications and any other materials of any type or nature whatsoever (whether in written, photographic, electronic or other recorded form) which the Applicant has in the Applicant's possession or control, and all drafts, copies and electronic file copies of all or any part thereof, which may constitute, include, reflect or disclose any Confidential Information.

Section 3. Review of Agreement. The Applicant acknowledges that the Applicant has read this Agreement, and that the Applicant has had the opportunity to review it and consult about it with the Applicant's own counsel if the Applicant so desires, before signing it.

Section 4. Conflicts.

4.1 Avoidance of Conflict of Interest. If the Applicant is or subsequently becomes employed by NES, Epstein or any of the Epstein Companies (rather than being engaged as an independent contractor), the Applicant agrees that during the term of any such employment, so long as the Applicant is employed on a full-time basis, the Applicant will not, without the express written consent of NES, engage in any employment with any third party, or engage in any other business activity that would in any way conflict with the performance of the Applicant's duties of employment.

4.2 No Conflicting Obligations. The Applicant warrants and represents that the Applicant has not heretofore violated any provisions of this Agreement and that the Applicant has not entered into, or made, and agrees that the Applicant will not enter into or make, any written or oral agreement, undertaking, promise, or representation that conflicts with or violates the provisions of this Agreement or otherwise impairs the Applicant's ability to strictly perform the Applicant's obligations under this Agreement or to fully comply with the provisions of this Agreement. The Applicant further warrants and represents that the Applicant is not subject to any subpoena, injunction, decree, writ or order of any court or other authority or to any other duty or responsibility, legal or otherwise, which conflicts with the provisions of this Agreement or otherwise impairs the Applicant's ability to strictly perform the Applicant's obligations under this Agreement or to fully comply with the provisions of this Agreement. The Applicant shall immediately inform NES should the Applicant subsequently become subject to any such subpoena, injunction, decree, writ, order, duty or responsibility.

Section 5. Remedies.

5.1 Equitable Relief. The Applicant acknowledges that the Confidential Information constitutes unique and confidential information of NES and the Classified Parties and in the event of a breach or a threatened breach of this Agreement, NES and any affected Classified

Parties, will be irreparably harmed and there will be no adequate remedy at law. Therefore, in addition to any and all other rights and remedies NES and any such Classified Parties may have, NES and such Classified Parties shall be entitled to injunctive or other equitable relief in the event of a breach or threatened breach hereof and the Applicant hereby waives any right to assert as a defense that there is an adequate remedy at law.

5.2 Liquidated Damages. In addition to any and all other rights, remedies or damages available at law or in equity, the Applicant agrees that if any court of competent jurisdiction finds that the Applicant has breached any of the provisions of this Agreement, the Applicant will pay NES or any affected Classified Party the sum of One Hundred Thousand (\$100,000.00) Dollars, as liquidated damages and not as a penalty. The Applicant recognizes and understands that it would be difficult or impossible to calculate the actual amount of damages resulting from such a breach, and acknowledges that the sum of One Hundred Thousand (\$100,000.00) Dollars would be reasonable under the circumstances.

Section 6. General Provisions.

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed, delivered and to be fully performed in such jurisdiction, without giving effect to the principles of conflicts of law.

6.2 Severability. If one or more of the provisions of this Agreement are deemed invalid or unenforceable by law, then the remaining provisions hereof will continue in full force and effect, without regard to the invalid or unenforceable provision or provisions hereof, as the provisions of this agreement are intended to be and shall be deemed severable.

6.3 Survival. The provisions of this Agreement shall continue in full force and effect, regardless of whether the Applicant is ultimately employed or engaged by NES, Epstein or any of the Epstein Companies, and if the Applicant is so employed or engaged, the provisions hereof shall survive the expiration or termination of any such employment or engagement of the Applicant, regardless of the reason or basis, if any, for such expiration or termination.

6.4 Binding Effect. This Agreement and all of the provisions hereof shall inure to the benefit of, and be enforceable by, NES, and its successors and assigns, and shall be binding upon the Applicant and the Applicant's heirs, personal representatives, successors and assigns. This Agreement is intended for the benefit of and to be enforceable by NES and by the Classified Parties as third-party beneficiaries of this Agreement.

6.5 Waiver. No waiver of any provision of this Agreement shall be valid unless expressly given in writing, signed by the party against whom such waiver is sought to be enforced, and specifying the specific instance and the specific purpose for which such waiver is given. Each such waiver, if any, shall be effective only for the specific instance and for the specific purpose for which it is given. No waiver by NES or any Classified Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by NES or any Classified Party of any right under this Agreement shall be construed as a waiver of any other right. Neither NES nor

any Classified Party shall be required to give notice to enforce strict adherence to all of the terms and provisions of this Agreement.

6.6 Headings. The headings contained herein are for convenience only and shall not control or effect in any way the meaning or interpretation of the provisions hereof.

6.7 Entire Agreement. This Agreement sets forth the entire agreement and understanding between NES and the Applicant relating to the subject matter hereof and supersedes and merges all prior discussions between them relating to the subject matter hereof. No modification of, or amendment to, this Agreement will be effective unless in writing signed by the party to be charged therewith. If the Applicant is hereafter employed or engaged by NES, Epstein or any of the Epstein Companies, any subsequent change or changes in the Applicant's duties, salary or other remuneration will not affect the validity or scope of this Agreement.

Signed:  _____

Print Name: Sonam Dema

Date: 07/18/2017

Address: 