

CONFIDENTIALITY AGREEMENT
AGAINST UNAUTHORIZED DISCLOSURE OF SETTLEMENT

1. This Confidentiality Agreement Against Unauthorized Disclosure of Settlement ("**CONFIDENTIALITY AGREEMENT**") is entered into by and between [REDACTED] ("**RELEASOR**") and **JEFFREY EPSTEIN ("RELEASEE")** (jointly referred to as the "**PARTIES**") in order to settle all claims asserted or which could be asserted by **RELEASOR** against **RELEASEE**.

2. Reference is made to the Settlement Agreement and General Release of All Claims (the "**SETTLEMENT AGREEMENT**") executed by the **PARTIES** as part of the settlement of **RELEASOR'S** claims against **RELEASEE**, pursuant to which the **PARTIES** are entering into this Confidentiality Agreement. In exchange for the consideration set forth in the **SETTLEMENT AGREEMENT**, 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 [REDACTED] 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 AGREEMENT** or the settlement contemplated thereby (the "**SETTLEMENT**"), the amount of the settlement payment to be made pursuant thereto (the "**SETTLEMENT AMOUNT**"), the **SETTLEMENT AGREEMENT** itself, the terms of this **CONFIDENTIALITY AGREEMENT**, the **CONFIDENTIALITY AGREEMENT** itself, 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 not to comment on the **SETTLEMENT** to any person or to any member of the news media. The **PARTIES** further agree that the terms of the **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 Settlement, and the related settlement discussions. Nothing in this paragraph precludes **RELEASOR** or **RELEASEE** from divulging the terms of the **SETTLEMENT** to her or his immediate family, accountants, tax advisors, or legal counsel. This paragraph is intended to become part of the consideration for the **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 his or her 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** drafting 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 NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00) to be paid pursuant to the **SETTLEMENT AGREEMENT** is to be paid exclusively to resolve **RELEASOR's** disputed claims as set forth in

the **SETTLEMENT AGREEMENT** and was agreed upon and is to be paid irrespective of this **CONFIDENTIALITY 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 the **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 with respect to such subject matter 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 with respect to the subject matter hereof other than as set forth herein.



JEFFREY EPSTEIN

Date: _____

Date: _____

Signed before this ____ day of _____, 2011.

Signed before this ____ day of _____, 2011.

NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC
My Commission Expires: