

From: Steven Sinofsky <[REDACTED]>

To: Jeffrey Epstein <jeevacation@gmail.com>

Subject: Re: contract

Date: Thu, 06 Jun 2013 14:30:05 +0000

Importance: Normal

I think there are three things:

- The timeline of section 6 is endless. For this just isn't workable. A big part of this agreement is closure. So that isn't closure.
- Not paying. It feels to me that this agreement makes it trivial for them to just not pay. Then I have to sue to get paid. That seems pretty weak in the agreement and likely. I get that if they don't want to pay they just won't, but the way disparagement is done it is trivial to not pay--take some article that implies I said something (not a quote just reporters words) and then they don't pay. They are rolling the dice over if I sue or not. But the cost of the suit will be greater than the payback for me so they win.
- So far, their behavior has been crazy. It seems likely it will get more crazy. That means the section needs to be solid with respect to crazy.

Sent from Windows Mail on Surface RT

[REDACTED] | @stevesi

From: Jeffrey Epstein

Sent: Thursday, June 6, 2013 5:22 AM

To: Steven Sinofsky

[REDACTED]

On Thu, Jun 6, 2013 at 8:09 AM, Steven Sinofsky <[REDACTED]> wrote:

But the way it reads it is for perpetuity and I can't really talk about Microsoft. I just can't have that.

----- Reply message -----

From: "Jeffrey Epstein" <jeevacation@gmail.com>

To: "Steven Sinofsky" <[REDACTED]>

Subject: contract

Date: Thu, Jun 6, 2013 3:48 AM

I think it is ok. lets talk, they will never sue you for disparagement. it would make them look ridicutulis , it is bad enough that they put in the non compete for 5 months.

On Wed, Jun 5, 2013 at 4:45 PM, Steven Sinofsky <[REDACTED]> wrote:

Their comments will not be owned by them ... they will just be stories about me that they placed (including the defense of this contract).

the biggest issue for me is section 6 -- it is a perpetuity agreement. I was on a 12 month schedule for this whole thing. I can't figure out what can be said or not and for how long or not.

Sent from Windows Mail

From: Jeffrey Epstein

Sent: Wednesday, June 5, 2013 1:43 PM

To: Steven Sinofsky

You can respond to their comments with abandon sobibdo not see a real issue

On Wednesday, June 5, 2013, Steven Sinofsky wrote:

Section 2... a lot of section 6 hinges on this section which is that payment should be made unless the agreement is "materially" breached AND there is failure to cure. Defining what materially breached means in the context of section 6 is tricky and curing a vague concept of disparagement is tricky. There's an easy argument of "cannot unring the bell" that gets made. What I worry about is basically not getting paid and then having to sue.

6b. This reads like a permanent restraining order on talking about Microsoft. Hard to see how I could write a book or talk about Microsoft ever. This is not good. The end date for everything was supposed to be 12 months. This vaguely extends it to jan 2016 but then has a clause that seems to on forever.

6c. switches to first person weirdly "me"

14. this gives 21 days for me to sign. we should understand the SEC regulation. is this business days? if the comp committee meets on the 12 then it is July before I have to sign assuming perfect execution on their part.

Section 6 is very messy for me and PR.

It sets up a "gotcha" dynamic especially if I work at another company that matters or just say anything in public. The press could write something I say as negative and then that becomes evidence of material breach. Then they just don't pay. I have no recourse.

I know you think this will sit on a shelf but section 6 is currently the rest of my life.

Sent from Windows Mail on Surface RT

████████████████████ | @stevesi

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