

MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”), dated as of 2nd August, 2018 (the “**Effective Date**”), is by and between Vincenzo Iozzo and Jeffrey Epstein (each, a “**Party**” and collectively, the “**Parties**”).

1. Confidential Information.

1.1 In connection with the Parties working exploring the possibility of working together on certain projects of mutual interest (the “**Purpose**”), each Party may disclose to the other, directly or indirectly through one of more entities affiliated with such Party (“**Affiliated Entities**”), which Affiliated Entities shall be listed on Exhibit A attached hereto, as updated from time to time by written notice of one Party to the other. Each Party and his Affiliated Entities that have been or may hereafter be provided or shown, or which otherwise receives access to such information (collectively, the “**Receiving Party**”) agrees to treat any such information received from another Party and his Affiliated Entities (collectively the “**Furnishing Party**”), whether prepared by the Furnishing Party or otherwise, in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions as set forth in this Agreement.

1.2 The Receiving Party shall use such Confidential Information solely for the Purpose and, subject to Section 1.5, shall not disclose or permit access to such Confidential Information, without the prior written consent of the Furnishing Party, other than to its employees, officers, attorneys and representatives (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by confidentiality obligations no less protective of such Confidential Information than the terms contained herein. The Receiving Party shall safeguard such Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party shall promptly notify the Furnishing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives.

1.3 “**Confidential Information**” means all non-public, proprietary or confidential information of the Furnishing Party, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as “confidential,” including, without limiting the generality of the foregoing, any data, reports, interpretations, forecasts, know-how, technology, compositions, devices, plans, strategies, studies, technical data, intellectual property, the substance of agreements with clients, suppliers and others, marketing arrangements, strategic partnerships, customer lists, trade secrets, product development plans, research, inventions, ideas, concepts, designs, formulas, methods or processes, whether or not patented or patentable, channels of distribution, pricing policies and records, financial records and inventory records of the Furnishing Party, and such other information normally understood to be confidential or otherwise designated as such in writing by the Furnishing Party, as well as information discerned from, based on or relating to any of the foregoing which may be prepared

by the Receiving Party, all of which the Receiving Party expressly acknowledges and agrees shall be confidential and proprietary information belonging to the Furnishing

1.4 Party; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's or its Representatives' act or omission; (b) is obtained by the Receiving Party or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in the Receiving Party's or its Representatives' possession, as established by documentary evidence, prior to the Furnishing Party's disclosure hereunder; or (d) was or is independently developed by the Receiving Party or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the Parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

1.5 If the Receiving Party or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, the Receiving Party shall, prior to such disclosure, notify the Furnishing Party of such requirements so that the Furnishing Party may seek a protective order or other remedy, and the Receiving Party shall reasonably assist the Furnishing Party therewith. If the Receiving Party remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, the Receiving Party is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

1.6 Upon termination of this Agreement, the Receiving Party shall promptly return to the Furnishing Party all documents and papers relating to the Furnishing Party, including any Confidential Information, together with any copies thereof; provided that if either Party decides not to proceed with the Purpose and provides written notice to that effect to the other Party, the Receiving Party will promptly deliver or cause to be delivered to the Furnishing Party all documents or other matter furnished by the Furnishing Party or its agents or representatives to the Receiving Party or the Representatives constituting Confidential Information, together with all copies thereof in the possession of the Receiving Party or the Representatives.

1.7 The Receiving Party further agrees that it shall immediately notify the Furnishing Party of any breach of this Agreement and fully cooperate with the Furnishing Party to mitigate the effect of such breach.

2. Term and Termination. Each Party's rights and obligations under this Agreement shall expire on the date that is the earlier of (i) three years after the Effective Date and (ii) any termination pursuant to Section 1.6 above, unless in either case any applicable privacy law requires a longer period. Notwithstanding anything to the contrary in this Agreement, each Party's rights and obligations pursuant to this Agreement shall survive the expiration or termination of this Agreement for a period of two years after such expiration or termination, even after the return of such Confidential Information by the Receiving Party; provided that with respect to Confidential Information that constitutes a trade secret under the laws of any

jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or its Representatives.

3. Additional Provisions.

3.1 The Furnishing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into or otherwise pursue the Purpose. The Furnishing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and the Furnishing Party will have no liability to the Receiving Party or any other person relating to the Receiving Party's use of any of the Confidential Information or any errors therein or omissions therefrom.

3.2 The Furnishing Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of the Confidential Information, and nothing herein shall be construed as a license, assignment or other transfer of any such right, title and interest to the Receiving Party or any other person.

3.3 The Receiving Party acknowledges and agrees that any breach of this Agreement will cause injury to the Furnishing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, the Furnishing Party is entitled to equitable relief as a remedy for any such breach.

3.4 This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by both Parties.

3.5 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.6 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, United States, without giving effect to the principles of conflict of laws. Any dispute or claim arising out of or in connection with this Agreement shall be settled in a court of competent jurisdiction in the State of Delaware, and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate courts). In the event that either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

Name: Vincenzo Iozzo

Name: Jeffrey Epstein

Exhibit A

Affiliated Entities

Iozzo Affiliated Entities

Epstein Affiliated Entities

Vicirle Holdings LLC