

CONFIDENTIALITY AND JOINT DEFENSE/COMMON INTEREST AGREEMENT

The undersigned counsel ("Counsel") and their respective Clients ("the Clients") have agreed as follows:

1. Background

This agreement governs the confidential and privileged exchange of information and communications among the undersigned counsel and their clients. On the basis of currently available information, the Clients and their Counsel believe and anticipate that they share some common interests and that there are common legal and factual issues regarding a civil lawsuit commenced by ██████████ against one the Clients, Ghislaine Maxwell, in the United States District Court for the Southern District of New York, Case No. 15-cv-7433, in which civil lawsuit allegations of misconduct are made against both Clients (the "Civil Lawsuit"). This Agreement governs the Civil Lawsuit as well as any other civil and/or criminal matters that may be implicated by or may hereafter arise with respect to the allegations contained in the Civil Lawsuit ("Covered Matters").

The Clients wish to ensure that their respective Counsel are free to share and exchange information that may be useful in each Counsel's preparation without waiving the confidentiality of communications and documents protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege. Counsel consider disclosure of matters of common concern to the Clients to be essential to the effective representation of the Clients and within the "joint defense privilege" or "common interest doctrine" recognized in such cases as *Huntydee v. United States*, 355 F.2d 183, 184-85 (9th Cir. 1965); *United States v. McParllin*, 595 F.2d 132 1, 1336-37 (7th Cir. 1979); *Eisenberg v. Gagnon*, 766 F.2d 770, 787-88 (3d Cir. 1985); *Schachar v. American Academy of Ophthalmology, Inc.*, 106 F.R.D. 187, 191-92 (N.D. Ill. 1985); *In Re Sealed Case*, 29 F.3d 715, 719 n.5 (D.C. Cir. 1994); *United States v. Bay State Ambulance and Hospital Rental Service, Inc.*, 874 F.2d 20, 28 (1st Cir. 1989); and *Hanover Ins. Co. v. Rapo & Jepsen Ins. Servs.*, 449 Mass. 609 (2007).

2. Agreement to Permit Exchange of Defense Materials

The Parties agree that in connection with any Covered Matters, Counsel may share and exchange legal research and analyses, strategies, theories, documents, tape recordings, transcriptions of tape recordings, factual material, mental impressions, memoranda, interviews, reports, and other oral and written information, including client communications, client confidences, and this Agreement (collectively, "Defense Materials"). The Parties acknowledge that some of the Defense Materials are protected from disclosure to third parties by the attorney-client privilege, the attorney work product doctrine, or another applicable privilege, and expressly reserve these privileges or protections. By entering into this Agreement, the Parties

intend to permit the exchange and disclosure of Defense Materials among Counsel and their Clients while preserving and protecting the confidentiality of such materials and any applicable privilege or protection.

3. Use and Confidentiality of Defense Materials

Subject to the restrictions of this Agreement, each Party agrees to use Defense Materials received from one or more other Parties solely in connection with the preparation of defenses in the Covered Matters. Such Defense Materials shall not be used for any other purpose.

The Parties will use their best efforts to ensure that the confidentiality of Defense Materials is maintained at all times, and that no disclosure is made that would result in a waiver or loss of any privilege or protection otherwise available. In particular, the Parties agree that they shall not disclose any Defense Materials or their contents, received from any other Party, to anyone except: (a) employees of any Counsel who are assisting in the representation of Counsel's Client; (b) experts or consultants working on behalf of or under the direction of any Counsel; and (c) additional Counsel retained to represent any Client signatory to this Agreement, provided, however, that any such expert, consultant or additional Counsel consents to abide by all of the terms of this Agreement and evidences his consent by signing a copy of this Agreement.

If any Party wishes to use any Defense Materials received from another Party or to disclose the contents of such Defense Materials to any person other than as described above, it shall first obtain the written consent of all of the Parties. Counsel further agrees to preserve and invoke in all proceedings of whatever kind and to the greatest extent possible, any applicable attorney-client privilege, the attorney work product doctrine, and the joint defense privilege.

4. Requests for Defense Materials

In the event that any Party receives a request or demand, by subpoena or otherwise, from any person (including other Parties to this Agreement) or a court order that appears to call for the disclosure or production of Defense Materials, such Party shall, in addition to invoking and preserving any applicable privilege or other protection as required by Paragraph 3, immediately provide written notice to all other Parties of the existence of the request, demand or order. Any Party who receives such a request or demand shall not voluntarily surrender any Defense Materials (except those originated by the Party or his, her or its Counsel) without first providing all other affected Parties a reasonable opportunity also to protect their respective interests and assert any applicable privilege or the work product doctrine by motion in an appropriate court or through a similar mechanism.

5. No Requirement to Share Defense Materials

This Agreement does not require any Counsel or Client to share particular information. Any Party may choose not to share any particular information with other Parties. The failure of any Party to disclose such information to other Parties shall not in any way affect the validity of this Agreement or the application of its terms.

6. Additional Restrictions on Defense Materials

Any Party may choose to place additional restrictions on the use or disclosure of any specific item of Defense Materials provided by the Party under this Agreement, including, by way of example, a restriction that any specified Defense Materials be disclosed only to Counsel and not to Clients. The placing of such a restriction shall not in any way affect the validity of this Agreement or the application of its terms.

7. Withdrawal from the Agreement

A Party may withdraw from this Agreement only upon written notice to all other Parties. Upon and after such a withdrawal, neither the withdrawing Client nor its Counsel shall receive or accept any further Defense Materials from the other Parties. However, the withdrawing Client and its Counsel shall continue to be bound by this Agreement with respect to all Defense Materials disclosed to one or both of them by any other Party prior to the Party's withdrawal. In addition, in the event that any Party determines that his or its interests are inconsistent with the preparation or maintenance of a common defense or with his, her or its continued participation in this Agreement, such Party shall withdraw from this Agreement. Upon withdrawal from this Agreement, the withdrawing Party, within ten (10) days, shall return all Defense Materials in documentary or physical form to the Party who originally produced the Defense Materials.

Counsel and their respective Clients further agree that in the event that any party to this Agreement chooses to withdraw from this Agreement for any reason, neither the fact that this Agreement exists, nor the communications and information sharing that take place pursuant to this Agreement, shall create a conflict of interest or other basis so as to require the disqualification of any Counsel from the representation of his, her, or its Client.

8. Effect of Becoming a Witness; Use of information at Trial or in Other Proceedings

The Parties specifically acknowledge that any Client may become a witness, whether voluntarily or otherwise, in connection with or as a result of any Covered Matter. In the event that any Client becomes a witness, nothing in this Agreement shall create a conflict of interest so as to require the disqualification of any Counsel from the representation of his or her Client,

based upon the existence of this Agreement or any sharing of Defense Materials. In particular, it has been explained to each Client, and each Client understands, that in the event that the Client becomes a witness, whether at trial or in other Proceedings: (1) Counsel for other Clients may be in possession of information that previously had been shared pursuant to this Agreement; (2) such information may include, among other things, confidences that the testifying Client had shared with his or its Counsel; and (3) except as specifically authorized under this Agreement, Counsel for other Clients may not use that information to cross-examine the testifying witness or for any other purpose, including purposes that may be detrimental to the interests of the testifying Client.

By entering into this Agreement, the Clients and their respective Counsel knowingly and intelligently waive any conflict of interest or other objection that might otherwise be available based upon the sharing of information pursuant to this Agreement. Each client signing this Agreement also expressly and knowingly waives any right to seek the disqualification of any other Counsel party to this Agreement based upon that Counsel's receipt of any Defense Materials pursuant to this Agreement. In waiving such conflict of interest or other objection, each Client specifically is aware of the fact that this Agreement does not require him, her or it to share any particular information, and that it will be the option of the Client's Counsel, acting upon the Client's authority, to contribute or withhold any particular information from the other Parties.

9. Prior Exchange of Defense Materials under Oral Agreement

The Parties acknowledge that any disclosure or exchange of Defense Materials that has occurred prior to the date of the execution of this Agreement has been subject to the Parties' earlier oral joint defense agreement and shall be subject to this Agreement on and after the date of its execution. Nothing in this paragraph shall limit or otherwise modify any provision of Paragraph 2.

10. Representation by Own Counsel Only

Each Client understands and acknowledges that the Client is represented only by the Client's own Counsel in this matter. Each Client further understands that while Counsel for the other Clients have a duty to preserve the confidences disclosed to them pursuant to this Agreement, nothing contained herein shall be deemed to create an attorney-client relationship between any Counsel and anyone other than that Counsel's Client. Each Counsel will be acting only as the attorney for his, her or its respective Client and will owe a duty of loyalty only to his, her, or its own Client.

11. Identification of Defense Materials

Prior to the exchange of Defense Materials, the producing Party shall mark the materials in a prominent manner with the designation: "PRIVILEGED AND CONFIDENTIAL - JOINT DEFENSE PRIVILEGED MATERIALS." Failure to so designate Defense Materials shall not constitute a waiver by the producing Party or any other Counsel or Client of any applicable privilege or protection.

12. Return of Defense Materials

The Parties agree that if any one of them receives Defense Materials in documentary or physical form from another Party, the receiving Party shall return the originals and any copies thereof to the producing Party upon request of the producing Party.

13. Injunctive Relief

Disclosure of any Defense Materials in violation of this Agreement will cause the Parties to suffer irreparable harm for which there is no adequate remedy at law. Each Party acknowledges that immediate injunctive relief is an appropriate and necessary remedy for violation of this Agreement.

14. Duration of Agreement

This Agreement, including its provisions on the use and confidentiality of Defense Materials, shall remain in full force and effect notwithstanding any conclusion or resolution as to any Client of the Investigation or any Proceedings. Counsel and their respective Clients agree that they will continue to be bound by this Agreement following any such conclusion or resolution or following any withdrawal from this Agreement as provided in Paragraph 7.

This Agreement's provisions on the use and confidentiality of Defense Materials shall also continue to apply to: (1) any employee of any Counsel who ceases to be employed by that Counsel and to whom any Defense Materials were disclosed prior to the termination of his or her employment; (2) any expert or consultant who worked on behalf of or under the direction of any Counsel and to whom any Defense Material s were disclosed prior to the termination of the expert's or consultant's services; and (3) any additional counsel retained to represent any Client signatory to this Agreement to whom any Defense Materials were disclosed.

15. Lack of Waiver

Any waiver in any particular instance of the rights and limitations contained

herein must be in writing and signed by the Client to be charged with such waiver and all of such Client's Counsel participating in the joint defense effort (i.e., have not withdrawn from this Agreement pursuant to Paragraph 7) at the time of such waiver, and shall not be deemed, and is not intended to be, a general waiver of any rights or limitations contained herein and shall not operate as a waiver beyond the particular instance for which such written waiver is given.

16. Modification

Any modification to this Agreement must be in writing and signed by all Clients and Counsel who are participating in the joint defense effort (i.e., have not withdrawn from the Agreement pursuant to Paragraph 7) at the time of the modification.

17. Sole Purpose of the Agreement-No Effect on Liability

The sole purpose of this Agreement is to facilitate the exchange of privileged and confidential information between and among Clients who share a common interest. Each Client understands and acknowledges that the declaration of a common interest among the Clients, as evidenced by this Agreement, does not in any way affect the liability, if any, that may be imposed upon a Client as a result of any Covered Matter, or any other matters which are now or later in dispute between the Parties. This Agreement is not evidence of any agency, ratification, joint venture, conspiracy or other express or implied relationship between or among the Parties.

18. Counterparts

This Agreement may be signed in counterparts and each signed counterpart shall be deemed an original document.

CLIENTS:

Ghislaine Maxwell Date



Jeffrey Epstein Date 9-24-15

COUNSEL FOR MAXWELL:

Date

Date

COUNSEL FOR EPSTEIN:



Date 9/24/15

Date