

## CONFIDENTIALITY AGREEMENT

In order to induce Island Grounds, Inc., a Virgin Islands corporation, (the "Company") to consider me for employment with the Company or to consider engaging me as an independent contractor of the Company, and in consideration of any future employment or engagement that I may obtain with the Company and any compensation or other remuneration to be hereafter paid to me in connection therewith, I, \_\_\_\_\_ (hereinafter sometimes referred to as the Applicant"), acknowledge that I have been informed of my obligations hereunder and that such obligations are a condition to the Company's consideration of my employment or engagement by the Company, and any subsequent employment or engagement I may obtain, and I hereby agree as follows:

**Section 1. Term of Employment; Termination.** In the event that I am hereafter employed by the Company, notwithstanding anything to the contrary provided in the Virgin Islands employment law, I agree and understand that nothing in this Agreement shall confer any right with respect to the grant or continuation of my employment by the Company. I further agree and understand that, in the event that I am hereafter employed or engaged by the Company, any breach of this Agreement by me may result, in addition to any and all other remedies which may then be available to the Company, in my 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 "Company Information" (as hereinafter defined) and any "Personal Information" (as hereinafter defined) about any one of (i) Jeffrey Epstein, (ii) Little St. James Island (the "Property"). (iii) the Company, any corporation, limited liability company, partnership or any other entity owned or controlled by Jeffrey Epstein ("Affiliate"), or any of the members, managers, partners, directors, officers, shareholders, or agents thereof, (iv) any other employee of the Company or any Affiliate or any other person or entity employed or engaged to provide services on or with respect to the Property, (v) any person visiting the Property or any of the Company's offices, and (vi) any personal associate, business associate or client of any of the persons described in the above clauses (i) through (v), inclusive, gathered or learned by the Applicant directly or indirectly during the course of the Applicant's application for employment or engagement by the Company and/or in connection with any employment or engagement of the Applicant by the Company.

(b) For purposes of this Agreement, the term "Company Information" shall mean information about the Company of any type which is commonly considered of a confidential nature and includes, but is not limited to, information (whether in oral, written, photographic or recorded form) regarding the persons or entities for who the Company provides services; business plans; mechanized or nonmechanized systems of accounting; methods or procedures in conducting activities; drawings, plans, permits or filings with respect to the Property; vendor lists; assets; financial records; the identities, skills, business activities, compensation and financial net worth and any other information of a similar nature about any of the persons or entities described in clauses (i) through (vi), inclusive, of Section 2.1(a) of this Agreement (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 or recorded form) regarding the identities; the nonbusiness activities; personal assets; personal plans; the personal lifestyle, relationships, friends and relatives of, the 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.

**2.2 Confidential Information Shall Not Be Discussed.** At all times hereafter, I will hold in the strictest confidence and will not use, publicize, lecture upon, publish or in any manner disclose any Confidential Information, unless the Company has expressly authorized in writing such disclosure, use or publication. I hereby assign to the Company any rights I may have or acquire in any Confidential Information and acknowledge that all Confidential Information shall be the sole and exclusive property of the Company. I further agree and acknowledge that under this Agreement, I am obligated to use my best efforts to ensure that no Confidential Information is disclosed. To the extent that I have any doubts, either now or in the future, as to whether information I possess is Confidential Information as defined herein, I will contact the Company for clarification before divulging or using such information.

**2.3 Third Party Information Shall Not Be Disclosed.** I understand that I may receive Confidential Information from third parties, as well as from the Company. I acknowledge and agree that Confidential Information which I receive from third parties is to be treated in the same manner as Confidential Information received from the Company and that all of my obligations hereunder apply to all Confidential Information received, regardless of its source.

**2.4 Return of Documents.** Upon demand by the Company, I will deliver to the Company any and all documents, written materials, notes, drawings, photographs, specifications and any other materials of any type or nature whatsoever which I have in my possession or control, and all copies thereof, which may constitute, include or disclose Confidential Information.

**Section 3. Review of Agreement.** I acknowledge that I have read this Agreement, and that I have had the opportunity to consult and review it with my own counsel if I so desire, before signing it.

**Section 4. Conflicts.**

**4.1 Avoidance of Conflict of Interest.** I agree that during the term of any employment or engagement of me by the Company, so long as I am employed or engaged on a full-time basis, I will not, without the Company's express written consent, engage in any employment or other business activity other than the performance of my duties for the Company.

**4.2 No Conflicting Obligations.** I warrant and represent that I have not entered into, and agree that I will not enter into, any agreement (either written or oral) that conflicts with the provisions of this Agreement or otherwise impairs my ability to perform my

obligations hereunder. I further warrant and represent that I am not subject to any injunction, decree, writ or order of any court or to any other duty or responsibility, legal or otherwise, which conflicts with the provisions of this Agreement or otherwise impairs my ability to perform my obligations hereunder. I shall immediately inform the Company should I subsequently become subject to any such injunction, decree, writ, order, duty or responsibility.

## **Section 5. Remedies.**

**5.1 Equitable Relief.** I acknowledge that the Confidential Information constitutes unique and confidential information of the Company and the other Classified Parties and in the event of a breach or a threatened breach of this Agreement, the Company and the other 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 the Company and the other Classified Parties may have, the Company and the other Classified Parties shall be entitled to injunctive or other equitable relief in the event of a breach or threatened breach hereof and I hereby waive 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, I agree that if any arbitrator(s) or a court of competent jurisdiction finds that I have breached any of the provisions of this Agreement, I will pay the Company the sum of One Hundred Thousand (\$100,000.00) Dollars, as liquidated damages and not as a penalty. I recognize and understand that it would be difficult or impossible to calculate the actual amount of damages resulting from such a breach, and acknowledge that the sum of One Hundred Thousand (\$100,000.00) Dollars would be reasonable under the circumstances.

**5.3 Enforcement by Other Classified Parties.** I understand, acknowledge and agree that each of the Classified Parties other than the Company is an intended third party beneficiary of Section 2 and Section 5.1 of this Agreement and that each of them shall have the right to enforce my obligations hereunder in an action brought in his, her or its own name.

## **Section 6. General Provision.**

**6.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands 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 the Company, and if the Applicant is employed or engaged by the Company, the provisions hereof

shall survive the termination of any such employment or engagement of the Applicant by the Company.

**6.4 Binding Effect.** This Agreement and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, heirs and personal representatives.

**6.5 Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not 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 the Company and the Applicant relating to the subject matter hereof and supersedes and merges all prior discussions, understandings and agreements, whether written or oral, between them relating to the subject matter hereof. No modification of, or amendment to, this Agreement, nor any waiver of any rights under 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 the Company, any terms of employment or statements of employment policy signed by the Applicant, and 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: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

NOTIFICATION/RELEASE OF INFORMATION FORM

The purpose of this form is to notify you that consumer report will be conducted on you in the course of consideration for employment with:

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

In connection with this request I authorize all corporations, former employers, credit agencies, educational institutions, law enforcement agencies, city, state, county, and federal courts and military services to release information about my background including, but not limited to information about my employment, education, consumer credit history, driving record, criminal record and general public history to the person or company with which this form has been filed, or their agent. This releases the aforesaid parties from any liability and responsibility for collection of the above information.

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Employment Eligibility Verification**

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. **ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Verification.** To be completed and signed by employee at the time employment begins.

Print Name Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #
I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.		I attest, under penalty of perjury, that I am (check one of the following): <input type="checkbox"/> A citizen or national of the United States <input type="checkbox"/> A Lawful Permanent Resident (Alien # A _____) <input type="checkbox"/> An alien authorized to work until ___/___/___ (Alien # or Admission #) _____	
Employee's Signature			Date (month/day/year)

**Preparer and/or Translator Certification.** (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

**Section 2. Employer Review and Verification.** To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s)

List A	OR	List B	AND	List C
Document title: _____		_____	_____	_____
Issuing authority: _____		_____	_____	_____
Document # _____		_____	_____	_____
Expiration Date (if any) ___/___/___		___/___/___	___/___/___	___/___/___
Document # _____		_____	_____	_____
Expiration Date (if any) ___/___/___	_____	_____	_____	_____

**CERTIFICATION** - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) \_\_\_/\_\_\_/\_\_\_ and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name	Address (Street Name and Number, City, State, Zip Code)	
		Date (month/day/year)

**Section 3. Updating and Reverification.** To be completed and signed by employer

A. New Name (if applicable)	B. Date of rehire (month/day/year) (if applicable)	
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility.		
Document Title _____	Document # _____	Expiration Date (if any): ___/___/___

I attest, under penalty of perjury, that to the best of my knowledge, this employee is eligible to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Date (month/day/year)
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**LISTS OF ACCEPTABLE DOCUMENTS**

LIST A		LIST B		LIST C
Documents that Establish Both Identity and Employment Eligibility	<b>OR</b>	Documents that Establish Identity	<b>AND</b>	Documents that Establish Employment Eligibility
1. U.S. Passport (unexpired or expired)		1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		1. U.S. social security card issued by the Social Security Administration <i>(other than a card stating it is not valid for employment)</i>
2. Certificate of U.S. Citizenship <i>(INS Form N-560 or N-561)</i>		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		2. Certification of Birth Abroad issued by the Department of State <i>(Form FS-545 or Form DS-1350)</i>
3. Certificate of Naturalization <i>(INS Form N-550 or N-570)</i>		3. School ID card with a photograph		3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization		4. Voter's registration card		
5. Permanent Resident Card or Alien Registration Receipt Card with photograph <i>(INS Form I-151 or I-551)</i>		5. U.S. Military card or draft record		
6. Unexpired Temporary Resident Card <i>(INS Form I-688)</i>		6. Military dependent's ID card		4. Native American tribal document
7. Unexpired Employment Authorization Card <i>(INS Form I-688A)</i>		7. U.S. Coast Guard Merchant Mariner Card		5. U.S. Citizen ID Card <i>(INS Form I-197)</i>
8. Unexpired Reentry Permit <i>(INS Form I-327)</i>		8. Native American tribal document		6. ID Card for use of Resident Citizen in the United States <i>(INS Form I-179)</i>
9. Unexpired Refugee Travel Document <i>(INS Form I-571)</i>		9. Driver's license issued by a Canadian government authority		
10. Unexpired Employment Authorization Document issued by the INS which contains a photograph <i>(INS Form I-688B)</i>		For persons under age 18 who are unable to present a document listed above:		7. Unexpired employment authorization document issued by the INS <i>(other than those listed under List A)</i>
		10. School record or report card		
		11. Clinic, doctor or hospital record		
		12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)