

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into as of this __ day of July 2011 (the “Effective Date”), by and between Jeffrey Epstein, with an address at 6100 Red Hook Quarter, Suite B-3, St. Thomas, USVI 00802 (“Epstein”), and Ghislaine Maxwell, with an address at 16 Island Avenue, Miami, Florida 33139 (“Maxwell”). ~~AND IS NOT RELEASING JE, FTC, AND COUQJ~~

WHEREAS, vicious and damning allegations have been leveled against Maxwell in the international media in connection with widespread and frequent news coverage of a criminal and numerous civil actions brought against Epstein (the “News Coverage”);

WHEREAS, Maxwell maintains that such allegations have been a source of great humiliation and embarrassment to her and her family and have caused her enormous mental anguish, emotional distress and pain and suffering for which she maintains that Epstein is directly responsible;

WHEREAS, Epstein and Maxwell wish to resolve these matters without the waste of time and resources involved in prolonged litigation, and have agreed, therefore to settle their differences upon, subject to and in accordance with the provisions contained in this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, Epstein and Maxwell (each a “Party” and together, the “Parties”) hereby agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 “Claim” means and includes any and all legal or equitable claims (including any complaints, suits, petitions, or statements of claim in arbitration), demands, debts, obligations, allegations of wrongdoing or liability (based on any legal or equitable duties or

obligations, any contracts, agreements or understandings, or any other facts and circumstances) and demands for legal, equitable, or administrative remedies or relief (including claims for damages, punitive damages, rescission, reformation, restitution, disgorgement, accounting, attorneys' fees or expenses, interest, or costs), whether arising under federal, state, common or foreign law that may or could be asserted in or before any court, arbitration, tribunal, administrator, or other legal or equitable proceeding, regardless of whether they are known or unknown, foreseen or unforeseen, fixed or contingent, matured or unmatured, or liquidated or unliquidated.

1.2 "Epstein Released Claims" means and includes all Claims of every nature, character and description, known and unknown, that Epstein now owns or holds, has at any time heretofore owned or held, or may at any time own or hold, against Maxwell by reason of, in connection with, relating to or arising out of any act, omission, or thing caused or suffered to be done from the beginning of time through and including the Effective Date.

1.3 "Maxwell Released Claims" means and includes all Claims of every nature, character and description, known and unknown, that Maxwell now owns or holds, has at any time heretofore owned or held, or may at any time own or hold, against Epstein by reason of, in connection with, relating to or arising out of any act, omission, or thing caused or suffered to be done from the beginning of time through and including the Effective Date~~the institution, prosecution or settlement of the Arbitration, the Action and/or the Consolidated Action.~~

2. Settlement.

2.1 As payment of any and all liability by Epstein for any and all pain and suffering incurred by Maxwell as a result of the News Coverage, Epstein has hereby

forgiven any and all amounts and obligations (other than those expressly provided for in this Agreement) now or heretofore owed by Maxwell to Epstein and that heretofore have not been repaid.

3. Releases and Waivers by the Parties.

3.1 In consideration of the release by Maxwell provided for in paragraph 3.2, Epstein hereby releases and forever discharges Maxwell and Maxwell's employees, agents, heirs, personal representatives, successors and assigns of and from all Epstein Released Claims, except that nothing in this paragraph 3.1 shall release Maxwell from any obligation under this Agreement.

3.2 In consideration of the release by Epstein provided for in paragraph 3.1, Maxwell hereby releases and forever discharges Epstein, and Epstein's employees, agents, heirs, personal representatives, successors and assigns of and from all Maxwell Released Claims, except that nothing in this paragraph 3.2 shall release Epstein from any obligation under this Agreement.

3.3 With respect to the releases provided in this Agreement, each Party waives and relinquishes all rights and benefits afforded by section 1542 of the California Civil Code and all other similar rules, statutes and regulations of any applicable jurisdiction. Section 1542 of the California Civil Code provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Each Party understands that the facts in respect of which he or it has granted releases pursuant to this Agreement may hereafter turn out to be other than or different from the facts in that connection now known or believed by each Party to be true; and each Party hereby accepts and

assumes the risk of the facts turning out to be different and agrees that this Agreement shall be and remain in all respects effective and not subject to termination or rescission for any reason, including, but not limited to, any such difference in facts. The Parties acknowledge that the provisions of this paragraph 3.3 were separately negotiated for, and constitute key elements of this Agreement.

4. Covenant Not To Sue or Participate in Partnership Actions/Meetings. Each Party agrees that such Party will not commence, maintain or participate in any lawsuit, claim, demand, or proceeding against the other Party in any jurisdiction that is based upon or related to any of the Maxwell Released Claims or the Epstein Released Claims, as the case may be.

5. Fees and Costs. Each Party shall bear such Party's own fees and costs incurred as against one another in connection with the negotiation and execution of this Agreement.

6. No Prior Assignments.

6.1 Each Party represents and warrants that such Party has not assigned to any person, partnership, corporation, or other entity any of the Epstein Released Claims or the Maxwell Released Claims (together, the "Released Claims").

6.2 If either Party, contrary to the representations and warranties in paragraph 6.1, either assigned or purported to assign any of the Released Claims on or before the Effective Date, such Party shall (a) indemnify and hold harmless the other Party from any such Released Claims; (b) satisfy any such Released Claims; and (c) pay the expenses of investigation, attorneys fees and costs that such other Party actually and reasonably incurs in connection with such Released Claims.

7. Denial of Liability. Each Party acknowledges that this Agreement effects a settlement of claims that are denied and contested, and that nothing contained herein shall be construed as an admission of liability by or on behalf of Epstein, by whom liability is expressly denied. The Parties have entered into this Agreement solely for the purpose of avoiding further costly and time-consuming proceedings. Neither this Agreement, nor any of the documents or negotiations pertaining to this Agreement, shall be admissible in any judicial, arbitral or other proceedings, except a proceeding to enforce the terms of this Agreement.

8. No Promises Not Provided Herein. No Party has received any promises, representations, inducements or agreements not expressly set forth in this Agreement from the other Party with respect to the subject matter of this Agreement, and each Party has executed and entered into this Agreement in reliance solely upon its own independent investigation and analysis of the facts and circumstances.

9. Binding on Successors.

9.1 This Agreement shall be binding upon Epstein and Maxwell, and each of their respective heirs, representatives, and successors.

9.2 The Parties shall not assign, or purport to assign, to any person or other entity any Released Claims or any obligation relating to any Released Claims.

10. Other Provisions.

10.1 Modifications, Amendments and Waivers. No modification or amendment of any of the provisions of this Agreement shall be effective unless set forth in a writing signed by all Parties. None of the provisions of this Agreement may be waived, except by an instrument in writing signed by a duly authorized representative of the Party against which enforcement of such waiver is sought.

10.2 Captions. The captions of the various paragraphs herein are for convenience only, and none of them is intended to be any part of the body or text of this Agreement, nor is intended to be referred to in construing any of the provisions hereof.

10.3 Interpretation. This Agreement is the product of arms-length negotiations between the Parties, and all Parties have contributed substantially and materially to its preparation. No Party shall be deemed to be the drafter of this Agreement, and no provision of this Agreement shall be construed against any Party by reason of such Party being, or being deemed to be, the drafter.

10.4 Confidentiality. The Parties agree to keep strictly confidential the terms of this Agreement, and all documents, discussions and negotiations relating thereto. The Parties shall not disclose the terms of this Agreement, or any documents or negotiations relating thereto to any person or entity, except that each Party may disclose this Agreement (a) to any of his or its counsel, tax advisers, insurers, accountants or auditors who agree to be bound by this paragraph 10.5, (b) in response to the lawful process of any judicial or other regulatory or governmental authority, or as required by law, or (c) to enforce the provisions of this Agreement.

10.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Signatures delivered by facsimile or other electronic means shall be effective as originals.

10.6 Jurisdiction, Venue and Service of Process. The Parties agree that any action seeking to enforce any provision in this Agreement shall be brought, if at all, only in a state or federal court situated in St. Thomas, United States Virgin Islands, and the Parties irrevocably submit to the exclusive jurisdiction of those courts for the purpose of any such

action. The Parties agree that, in addition to any other means authorized by law, service of process may be made upon them in any such action by first-class mail or by overnight courier, at the addresses they provided in the introductory paragraph of this Agreement.

10.7 Number and Gender. Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others, and the word “person” shall include corporation, firm, partnership, joint venture, trust or estate.

10.8 Governing Law. This Agreement and any claims or disputes arising hereunder shall be governed by and interpreted in accordance with the internal laws of the United States Virgin Islands, without regard to principles of conflict of laws, except to the extent that federal law requires that federal law govern.

10.9 Evidentiary Rules. The Parties agree that the protections afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and analogous principles of state law apply to this Agreement, all written and oral negotiations that preceded the execution of this Agreement and all written and oral communications concerning this Agreement and/or its implementation.

10.10 No Third Party Beneficiaries. Except as expressly provided in this Agreement, this Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or other entity not a signatory this Agreement.

11. Entire Agreement. This Agreement sets forth the entire agreement between ~~between~~ the Parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties with regard to the subject matter hereof are contained herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
as of the Effective Date.

JEFFREY EPSTEIN

GHISLAINE MAXWELL