

CONFIDENTIALITY AGREEMENT

AGREEMENT, dated September __, 2015 by, and between Alan M. Dershowitz ("Dershowitz") and Jeffrey E. Epstein. ("Epstein").

WHEREAS, Dershowitz is the Defendant/Counterclaim Plaintiff in an ongoing civil action in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, Case Number CACE 15-000072, encaptioned *Bradley J. Edwards and Paul G. Cassell v. Alan M. Dershowitz* (the "Litigation"); and

WHEREAS, in the Litigation Dershowitz has served Plaintiff/Counterclaim Defendant Bradley J. Edwards ("Edwards") with, among other things, certain discovery requests, including without limitation a First Set of Document Requests and a First Set of Interrogatories, each dated February 11, 2015, and a Motion to Compel Plaintiffs' Production of Documents & Complete Responses to Interrogatories, dated September 8, 2015; and

WHEREAS, Edwards contends that in responding to said discovery requests Edwards would be required produce and disclose documents and information produced or obtained by Edwards, either as counsel or litigant, to or from Epstein's counsel in various civil actions commenced by or against Epstein, as well as documents and information Edwards obtained from the United States Government in an ongoing case in the United States District Court for the Southern District of Florida, Case No. 9:08-cv-80736-KAM, encaptioned *Does v. United States*, No. 9:08-cv-80736-KAM ("Epstein Materials");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Dershowitz, who intending to be legally bound hereby, hereby agrees that all Epstein Materials obtained by Dershowitz in connection with the Litigation, whether from Edwards, Paul G. Cassell or their respective legal counsel, shall be held and maintained by Dershowitz and all members of his team of legal counsel in strict confidence and subject to the following conditions:

1. Without the written consent of Epstein, no Epstein Materials shall be filed or disclosed in any manner, directly or indirectly, by Dershowitz or any members of his team of legal counsel in the public record, including, without limitation, in or as attachments to, any motions, pleadings or other documents filed with the Court in the Litigation or any other court.

2. Without the written consent of Epstein, No Epstein Materials shall be disclosed in any manner, directly or indirectly, by Dershowitz or any members of his team of legal counsel to any person or entity who or which is not a party to the Litigation, except that disclosure shall be permitted to those experts engaged by Dershowitz in the Litigation who sign a written agreement to be bound by the terms of this Agreement. Dershowitz shall maintain a list of all such experts (including all employees of such experts) to whom disclosure has been made, specifying the Epstein Materials provided to each such expert, the method of transmission of such Epstein Materials (letters, copies documents, email, etc.) and the number of copies

and the names and contact information of the persons to whom transmitted (the "Delivery List"). Promptly upon the conclusion of the Litigation, Dershowitz and his legal counsel shall obtain the return of all such Epstein Materials provided to such experts, and all copies thereof, or obtain a certification from such experts that all such Epstein Materials, and all copies thereof, have been destroyed. The return or certified destruction of such Epstein Materials, or the failure to obtain the same, shall be indicated on the Delivery List which shall be provided to Epstein's counsel, Darren K. Indyke, Darren K. Indyke, PLLC, 575 Lexington Avenue, 4th Floor, New York, New York 10022, facsimile no.: 646-350-0378, email: [REDACTED], within ten (10) days after the conclusion of the Litigation.

3. Except as provided in paragraph 2 above, no Epstein Materials shall be published, disseminated, or distributed in any manner, directly or indirectly, by Dershowitz or any members of his team of legal counsel to any person or entity who or which is not a party to the Litigation, including, without limitation, by posting or by referring in any manner to any of the same on any websites, blog sites, social media sites, or otherwise on the internet, or disclosing, delivering, distributing, transmitting or otherwise providing any of the same to authors, journalists, publishers, news outlets, magazine outlets, television outlets, or any other representatives of the media or the press.

4. No Epstein Materials shall be utilized, directly or indirectly, in any many whatsoever by Dershowitz or any of the members of his team of legal counsel in any proceeding whatsoever, except for proceedings in the Litigation, but subject

in all events to the other provisions contained in this Agreement, including, but not limited to, the provisions contained in paragraph 1 above.

5. Within ten (10) days after the conclusion of the Litigation, any and all Epstein Materials, and any and all copies thereof, together with the Delivery List and all Epstein Materials and all copies thereof returned by all experts (including all employees thereof) of Dershowitz, shall be returned to Epstein's legal counsel identified in paragraph 2 above.

6. Dershowitz acknowledges and agrees that in the event of a breach or a threatened breach of this Agreement by Dershowitz, any and all members of Dershowitz's team of legal counsel or any and all experts of Dershowitz, Epstein will be irreparably harmed and there will be no adequate remedy at law. Therefore, in addition to any and all other rights and remedies Epstein may have, Epstein shall be entitled to injunctive or other equitable relief in the event of a breach or threatened breach hereof, and Dershowitz, all the members of Dershowitz's team of legal counsel and all of Dershowitz's experts hereby waive any right to assert as a defense that there is an adequate remedy at law. In addition to any and all other relief to which Epstein may be entitled as a result of any such a breach hereof, Dershowitz shall pay and reimburse Epstein for any and all costs, fees and expenses, including but not limited to, reasonable attorney's fees and court costs, incurred by or billed to Epstein in connection with the enforcement of this Agreement against Dershowitz, any member of Dershowitz's team of legal counsel and/or any expert of Dershowitz.

7. This Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands applicable to contracts executed and delivered in such jurisdiction, without giving effect to the principles of conflicts of law.

8. No waiver of any provision of this Agreement shall be valid unless expressly given in writing, signed by the party against whom such waiver is sought to be enforced, and specifying the specific instance and the specific purpose for which such waiver is given. Each such waiver, if any, shall be effective only for the specific instance and for the specific purpose for which it is given. No waiver by Epstein of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Epstein of any right under this Agreement shall be construed as a waiver of any other right. Epstein shall not be required to give notice to enforce strict adherence to all of the terms and provisions of this Agreement. Neither this Agreement nor any provision hereof may be modified or amended, except by a written agreement signed by Dershowitz and Epstein.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument. The counterparts of this Agreement may be executed and delivered by facsimile, email or other electronic means by either of the parties hereto to the other party hereto and the receiving party may rely on the receipt of such document so executed and delivered by facsimile, email or other electronic means as if the original had been received.

*COMMON INTEREST AGREEMENT
PRIVILEGED AND CONFIDENTIAL
FOR DISCUSSION PURPOSES ONLY*

IN WITNESS WHEREOF, each of Dershowitz and Epstein have signed this Agreement on the ___ day of September, 2015.

ALAN M. DERSHOWITZ

JEFFREY E. EPSTEIN