

## ADDENDUM - SETTLEMENT AGREEMENT

[REDACTED] and Jeffrey Epstein understand that the funds disbursed under this settlement agreement are made to compensate her for physical injury she claims she suffered as well as emotional distress, provided that nothing in this sentence shall be construed as an admission by Jeffrey Epstein that he violated any federal statute that constitutes a predicate for a damage claim under 18 U.S.C. § 2255 or an admission that he violated any other federal or state statute.

- Consistent with the fact that the pending lawsuit between the parties is being settled, the parties agree that they will have no direct or indirect contact with each other. Also Jeffrey Epstein shall have no direct or indirect contact with [REDACTED]. This prohibition of contact includes, but is not limited to, any form of surveillance or investigation by private investigators and any contact with employers of [REDACTED]. This provision shall not apply to any employer who is contracted by Epstein's counsel or counsel's agent and ask questions only about a person who may file suit against Epstein. Such questions shall not extend to questions about [REDACTED]. The parties agree that they can pursue and enforce any violation of this anti-harassment and no-contact provision through the mechanisms provided in paragraph F of the settlement agreement to this document. The parties agree that [REDACTED] can also pursue any violation of this paragraph of the agreement as a contempt of court.
- Counsel for [REDACTED] have received, as part of discovery in this lawsuit, certain correspondence between Epstein's agents and federal prosecutors. [REDACTED] may desire to use this correspondence to prove a violation of her right to notice by the government and to be treated with fairness, dignity, and respect during criminal investigations and prosecutions under the Crime Victims' Rights Act (CVRA), 18 U.S.C. section 3771, and to seek remedies for any violation that she may prove. The parties agree that Epstein will receive at least seven days advance notice, in writing, of intent to so use the

correspondence in any CVRA case. The correspondence may also be relevant to a pending lawsuit that Epstein has filed against Rothstein, Rosenfeld, Adler and others currently pending before Judge Crow. The parties agree that Epstein will receive at least one week advance notice, in writing, of intent to so use the correspondence in this case. Epstein's counsel may file an objection to such use. Counsel for

[REDACTED] agree to either not file the documents and correspondence or to file them under seal until a judge has ruled on any objection that Epstein may file.

4. Counsel [REDACTED] will return all copies of the tax returns to defense counsel within three days after receipt of the wire transfer via federal express and delete any email copies of the tax returns.
5. The parties agree that they shall not contact (nor respond to any request or inquiry) to any print, internet, television or media nor any reporter, author, or similar person to discuss any term or provision of this settlement agreement, to conduct any interview or to sell or distribute (with or without consideration) any story or facts relating to their interactions or contact with each other. Any violations of this paragraph shall subject the violating party to the enforcement provisions of paragraph 5 of this settlement agreement.

6. Jeffrey Epstein agrees to ~~to~~ dismiss his lawsuit against [REDACTED] pending in front of Judge Crow. Each party to bear their own costs and fees.

[REDACTED]

[REDACTED]