

## CONFIDENTIALITY AGREEMENT

In order to induce LSJE, LLC, a Virgin Islands limited liability company, (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, Renald 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) the Company, (iii) 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 of any Affiliate, (iv) Little St. James Island and any other real property owned or leased by the Company or any Affiliate (the "Property"), (v) any other employee of the Company or any of any Affiliate or any other person or entity employed or engaged to provide services on or with respect to the Property, (vi) any person visiting the Property or any of the offices of the Company or any Affiliate, and (vii) any personal associate, business associate or client of any of the persons described in the above clauses (i) through (vi), 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 business, financial, commercial or proprietary information 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 whom the Company provides services; business plans; mechanized or nonmechanized systems of accounting; methods or procedures in conducting activities; drawings, plans, permits, filings, and layout with respect to the Property and the structures and improvements thereon; the contents of the structures and improvements on 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 (vii), 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 confidential and 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 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: Renol mede

Print  
Name: Renol mede

Date: 5/16/15

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