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**From:** Jeffrey Epstein <jeevacation@gmail.com>  
**Sent:** Thursday, June 6, 2013 2:55 PM  
**To:** Steven Sinofsky  
**Subject:** Re: contract

I'll call after board meeting

On Thursday, June 6, 2013, Steven Sinofsky wrote:

I think there are three things:

- \* T=e timeline of section 6 is endless. For this just isn't workable.=A0 A big part of this agreement is closure. So that isn't closure.=A0
- \* Not paying. It feels to me that this agreement makes it trivial for =hem to just not pay. Then I have to sue to get paid. That seems pret=ty weak in the agreement and likely. I get that if they don't want t= pay they just won't, but the way disparagement is done it is trivial to=not pay--take some article that implies I said something (not a quote just=reporters words) and then they don't pay. They are rolling the dice o=er if I sue or not. But the cost of the suit will be greater than the p=yback for me so they win.
- \* So far, their behavior has been crazy. It seems likely it will get m=re crazy. That means the section needs to be solid with respect to c=azy.

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Sent from Wind=ws Mail on Surface RT  
<http://blo=.learningbyshipping.com> <<http://blog.learningbyshipping.com>> | @stevesi

From: Jeffrey Epstein  
Sent: Thursday, June 6, 2013 5:22 AM  
To: Steven Sinofsky

<http://blog.thekongfirm.com/2010=08/19/nondisparagement-clauses-whats-the-big-deal.aspx>  
<<http://blog.thekongfirm.com/2010/08/19/nondisparagement-clauses-=hats-the-big-deal.aspx>>

On Thu, Jun 6, 2013 at 8:09 AM, Steven Sinofsky <[REDACTED]> wrote:

But the way it=reads it is for perpetuity and I can't really talk about Microsoft. =A0I just can't have that.

----- Reply message -----

From: "Jeffrey Epstein" <jeevacation@gmail.com>  
To: "Steven Sinofsky" <>  
Subject: contract  
Date: Thu, Jun 6, 2013 3:48 AM

I think it is ok. lets talk, they will never sue you=for disparagement. it would make them look ridiculous, =t is bad enough that they put in the non compete for 5 months.

On Wed, Jun 5, 2013 at 4:45 PM, Steven Sinofsky <[REDACTED]> wrote:

Their comments will not be owned by them ... they will just be stories=about me that they placed (including the defense of this contract).

the biggest issue for me is section 6 -- it is a perpetuity agreement.=A0 I was on a 12 month schedule for this whole thing. I can't figure =ut what can be said or not and for how long or not.

Sent from Windows Mail

From: Jeffrey Epstein  
Sent: Wednesday, June 5, 2013 1:43 PM  
To: Steven Sinofsky

You can respond to their comments with abandon sobibdo not see a real issue=A0

On Wednesday, June 5, 2013, Steven Sinofsky wrote:

Section 2... a lot of section 6 hinges on this section which is that payment should be made unless the agreement is "materially" breached A=D there is failure to cure. Defining what materially breached means in =he context of section 6 is tricky and curing a vague concept of disparagement is tricky. There's an easy argument =f "cannot unring the bell" that gets made. What I worry about is =asically not getting paid and then having to sue.

6b. This reads like a permanent restraining order on talking about =icrosoft. Hard to see how I could write a book or talk about Microsoft =ver. This is not good. The end date for everything was supposed to be 12 months. This vaguely extends it to jan 2016 but then has a clause that seems to on forever.

6c. switches to first person weirdly "me"

14. this gives 21 days for me to sign. we should understand  
<=div>

</=lockquote>

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\*\*\*\*\*=\*\*\*\*\*  
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