

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE ("**Agreement**") is made and entered into by and among Wilhe Ray Norwood, Jr. ("**Ray J**") and Sonja Norwood (individually and collectively, "**Claimants**"), on the one hand, and Kimberly Kardashian ("**Kardashian**"), Kris Jenner ("**Jenner**"), and Kardashian Jenner Productions ("**KJP**") (collectively, "**Respondents**"), on the other hand, with reference to the following terms, conditions, covenants, obligations, and provisions. Claimants and Respondents are each referred to in this Agreement as a "**Party**," and collectively, as the "**Parties**." This Agreement is entered into and effective as of the last date that it is executed by any of the Parties (the "**Effective Date**").

RECITALS

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

D. [REDACTED]

E. **WHEREAS**, at the mediation, the Parties entered into and signed a confidential mediation term sheet memorializing the material terms of the Parties' settlement (the "**Term Sheet**");

F. **WHEREAS**, neither an arbitrator nor any court has ruled on the merits of the Claims and Counterclaims and the Parties understand and stipulate that the execution of this Agreement does not constitute an admission of liability by any Party, but constitutes the settlement of all past, current, or future disputes, claims and defenses, including without limitation, all claims and defenses arising out of or concerning the subject matter of the Sex Tape and allegations that could have been made in the Claims or Counterclaims;

G. **WHEREAS**, the Parties have agreed to enter this Agreement addressing all past, current, or future claims, disputes, causes of action, defenses, and alleged losses, including without limitation, all claims and defenses arising out of or concerning the subject matter of the Sex Tape, the Claims and Counterclaims, and wish to fully, finally, and forever resolve any and all claims, disputes, causes of action, and alleged losses among them; *and*

H. WHEREAS, this Agreement is a final and complete memorialization of the Parties' settlement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, as follows:

AGREEMENT

1. **Incorporation of Recital Paragraphs and Conflict** The terms of the settlement by and among the Parties is set forth in full in this Agreement. The Parties intend that this Agreement be the final and complete statement of the settlement as of the Effective Date. In the event of any inconsistency between the Term Sheet and this Agreement, the terms of this Agreement shall control. Furthermore, if there are additional terms set forth in this Agreement, which were not specifically articulated in the Term Sheet, then the additional terms set forth in this Agreement shall control. The recitals set forth above are hereby incorporated into this Agreement and made a part hereof.

2.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Mutual General Releases

(a) **Claimants' General Release.** Except for the rights, covenants, duties, and obligations created by this Agreement, and effective as of the Effective Date of this Agreement and in consideration of the terms and provisions in this Agreement, Claimants, each for themselves and on behalf of their respective predecessors, successors, assigns, heirs, trustees, executors, administrators, agents, partners, family members, managers, advisors, attorneys, owners, members, trusts, trustees, shareholders, directors, officers, principals, parents, subsidiaries, beneficiaries, insurers, employees and affiliates, and any professional management, representatives, or others acting on Claimants' behalf, including without limitation all production companies, networks, and media distributors (collectively, the "**Claimant Releasers**"), hereby covenant not to sue and irrevocably release, acquit, and forever discharge Respondents themselves and each of Respondents' respective owners, predecessors, successors, assigns, trustee(s), heirs, executors, administrators, agents, partners, family members, managers, advisors, attorneys, owners, members, trusts, trustees, shareholders, directors, officers, principals, parents, subsidiaries, beneficiaries, insurers, employees and affiliates, and any professional management, representatives, or others acting on Respondents' behalf, including without limitation all production companies, networks, and media distributors including and without limitation Hulu, LLC, The Walt Disney Company, and Fulwell73 Limited and any combination of the above (collectively, the "**Respondent Released Parties**"), from and against any and all liabilities, claims of any kind or nature, causes of action, counterclaims, demands, suits, judgments, contracts, agreements, obligations, promises, commissions, compensation, fees, losses, costs, debts, expenses (including attorneys' fees and costs), damages, demands for reimbursement, requests for payment and/or claims for relief, of any sort or description whatsoever, known or unknown, suspected or unsuspected, contingent or liquidated, fixed or contingent, which have existed or may have existed, or which do exist or which hereafter can, shall, or may exist, that Claimants now have or may have had against the Respondent Released Parties, and any claims or allegations that were asserted or could have been asserted by Claimants as of the Effective Date (collectively, the "**Claimant Released Claims**"). However, any claims or causes of action based upon an actual or alleged breach of this Agreement (and **only** claims based upon an actual or alleged breach of this Agreement) are excluded from the Claimant Released Claims.

(b) **Respondents' General Release.** Except for the rights, covenants, duties, and obligations created by this Agreement, and effective as of the Effective Date of this Agreement and in consideration of the terms and provisions in this Agreement, Respondents, each for themselves and on behalf of their respective predecessors, successors, assigns, heirs, trustees, executors, administrators, agents, partners, family members, managers, advisors, attorneys, owners, members, trusts, trustees, shareholders, directors, officers, principals, parents, subsidiaries, beneficiaries, insurers, employees and affiliates, and any professional management, representatives or others acting on Respondents' behalf, including without limitation all production companies, networks, and media distributors (collectively, the "**Respondent Releasers**"), hereby covenant not to sue and hereby irrevocably release, acquit, and forever discharge Claimants themselves and each of Claimants' respective owners, predecessors, successors, assigns, trustee(s), heirs, executors, administrators, agents, partners, family members, managers, advisors, attorneys, owners, members, trusts, trustees, shareholders, directors, officers, principals, parents, subsidiaries, beneficiaries, insurers, employees and affiliates, and any professional management, representatives, or others acting on Claimants' behalf, including without limitation all production companies, networks, and media distributors and any combination of the above (collectively, the "**Claimant Released Parties**"), from and against any and all liabilities, claims of any kind or nature, causes of action, counterclaims, demands, suits, judgments, contracts, agreements, obligations, promises, commissions, compensation, fees, losses, costs, debts, expenses (including attorneys' fees and costs), damages, demands for reimbursement, requests for payment and/or claims for relief, of any sort or description whatsoever, known or unknown, suspected or unsuspected, contingent or liquidated, fixed

or contingent, which have existed or may have existed, or which do exist or which hereafter can, shall, or may exist, that Respondents now have or may have had against the Claimant Released Parties and any claims or allegations that were asserted or could have been asserted by Respondents as of the Effective Date (collectively, the "Respondent Released Claims"). However, any claims or causes of action based upon an actual or alleged breach of this Agreement (and only claims based upon an actual or alleged breach of this Agreement) are excluded from the Respondent Released Claims.

4. **Waiver of California Civil Code Section 1542.** In providing the foregoing general releases, the Parties expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of California, and any other similar statute or law of any other jurisdiction, and they do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each of the Parties understands and acknowledges the significance and consequence of this specific waiver of Civil Code Section 1542. Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge, each of the Parties expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims and obligations that each of the Parties does not know or suspect to exist in its/his/her favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims and obligations.

5. **Representations & Warranties.** Each of the Parties to this Agreement represents and warrants to the other as follows:

(a) Each Party has received independent legal advice from his, her, or its attorneys with respect to the advisability of making the settlement and release provided for herein, with respect to the advisability of executing this Agreement and with respect to the meaning of the waivers of rights set forth in paragraph 4 hereinabove (including without limitation any waiver under or pursuant to California Civil Code Section 1542).

(b) No Party hereto (nor any officer, agent, partner, employee, manager, member, representative or attorney for or of any party hereto), has made any statement, representation, promise or inducement to any other Party regarding any fact relied upon by such other Party in entering into this Agreement, except as expressly set forth in this Agreement, and each Party specifically states herein that he/she/it does not rely upon any statement, representation, promise or inducement of any other Party (or any officer, agent, partner, employee, manager, member, representative or attorney for or of any other Party) in executing this Agreement or making the settlement provided for herein, except as expressly set forth in this Agreement.

(c) Each Party to this Agreement has made such an investigation, evaluation and analysis of the facts pertaining to this Agreement and of all matters pertaining thereto as he/she/it deems necessary and appropriate.

(d) Each Party has read this Agreement and understands the contents thereof.

(e) There has been no assignment, subrogation, encumbrance, hypothecation, sale, conveyance, relinquishment, limitation upon, or any other complete or partial transfer or disposition (by operation of community property laws or otherwise) of all or any part of any interest in (nor does any third party assert or possess any lien against, any interest in, or any right to), any claim, right, act, damage, demand, debt, liability, note, accounting, reckoning, obligation, cost, right of action, claim for relief or cause of action released herein. For the avoidance of doubt, the Parties represent and warrant that each of them has not assigned any portion of the Claimant Released Claims or the Respondent Released Claims to any person or entity.

The Parties further warrant and represent to each other that they are legally authorized and entitled to settle and release every claim, right, act, damage, debt, demand, liability, note, accounting, reckoning, obligation, cost, right of action, claim for relief, or cause of action herein referred to and released herein, and to give a valid full and final acquittance therefor.

6. No Admission of Wrongdoing. This Agreement reflects the settlement of claims and contentions which are denied and contested and by entering into this Agreement no Party admits or acknowledges that they committed any wrongdoing. Each of the Parties understands and agrees that this Agreement and its performance does not constitute and shall not be construed as an admission by any Party of the truth of any contested matter, of any liability, wrongful act, or omission.

7. Strict Confidentiality. Except as set out in this Paragraph 7 and in Paragraphs 11 and 12, the Parties agree that this Agreement, including but not limited to its existence, the negotiations that led to this Agreement, terms and conditions of this Agreement, the amount of the Settlement Amount, and the fact that payments will or might be made pursuant to the terms of this Agreement, is strictly confidential and shall not be disclosed to any other persons, entities, or organizations not a Party hereto. The Parties specifically agree to not communicate, publish, characterize, publicize, and/or disseminate in any way the existence or any of the terms of this Agreement. The Parties acknowledge and agree that any breach of the terms and conditions of this confidentiality provision shall be considered a material breach of the Agreement thereby immediately extinguishing any of Respondent Kardashian's payment obligations of the Settlement Amount hereunder. In the event any Party claims that the terms of this paragraph 7 has been breached, that Party will provide notice (with notice made pursuant to the requirements of paragraph 20 herein) to all other Parties to this Agreement setting forth the contents of any statement alleged to have been made by a Party that has allegedly breached the terms of this paragraph 7, and the time, place and manner in which the statement was allegedly made, published or otherwise conveyed or disseminated, and if the alleged statement is alleged to have been made in writing, a copy of that writing. Notwithstanding the provisions hereof, the Agreement and its terms may be disclosed: (a) as required to comply with an order issued by a court of competent jurisdiction; (b) to the Parties' respective accountants, tax advisors, legal advisors, or financial advisors, but such service providers shall, at the outset, be advised of this confidentiality obligation, and the Parties agree to disclose only that information that is absolutely necessary to receiving that tax, legal, financial, or accounting advice or service; (c) to comply with governmental and regulatory agencies' requests; and (d) in connection with any motion filed, or other action taken, to enforce the provisions of this Agreement. If a Party intends to disclose confidential information under provision (a) or (c) of this Paragraph 7, such Party: (i) shall promptly (and, if possible, no later than fifteen days prior to the disclosure of the information) notify the other Parties in writing and provide a copy of the request or demand and (ii) provided that the Party whose material is sought makes a timely motion or other

application for relief from the request or demand in the appropriate forum, shall not produce or disclose the requested or demanded information without written consent of the Party whose material is sought or until ordered by a court of competent jurisdiction to do so.

8. **Covenant of Non-Disparagement.** The Parties each will not, at any time from and after the Effective Date, disparage or impugn the character, reputation, integrity, honesty, business, or business practices of any other Parties or their agents, advisors, partners, representatives, managers, family members, employees and attorneys in a manner likely to be harmful to their business, business or professional reputation, or personal reputation through any medium, including but not limited to oral statements, written statements, and social media or internet postings. The Parties further agree that they will not engage in any conduct which would bring any other Party into public disrepute, contempt, or scandal, would insult or offend a reasonable person, and/or would injure, disparage, embarrass, or impair the success of another Party or authorize another to make any statement which could reasonably be considered the conduct described herein.

9. **Liquidated Damages.** The Parties represent, warrant, and agree that the above-referenced "Strict Confidentiality" and "Covenant of Non-Disparagement" provisions are material terms of this Agreement, without which the Parties would not have entered into this Agreement. Further, the Parties agree that, in the event of Claimants' or Respondents' breach of either of the above-referenced "Strict Confidentiality" or "Covenant of Non-Disparagement" provisions, the direct damages to Claimants or Respondents are difficult to ascertain. Accordingly, Claimants agree that if a Court or Arbitrator or Arbitration Panel of competent jurisdiction finds in a final judgment or order that Claimants breached either the "Strict Confidentiality" or "Covenant of Non-Disparagement" provisions and Respondents suffered any damages, Respondents shall be entitled to liquidated damages in the amount of [REDACTED] as a reasonable estimate of Respondents' actual, direct damages [REDACTED]

[REDACTED] Respondents agree that if a Court or Arbitrator or Arbitration Panel of competent jurisdiction finds in a final judgment or order that Respondents breached either the "Strict Confidentiality" or "Covenant of Non-Disparagement" provisions and Claimants suffered any damages, Claimants shall be entitled liquidated damages in the amount of [REDACTED] as a reasonable estimate of their actual, direct damages. The Parties represent, warrant, and agree that these liquidated damages are not intended to be a penalty and are solely intended to compensate for actual, direct damages.

10. **Consequential, Indirect, and Special Damages.** In addition to actual direct damages, the Parties contemplate that a breach of the above "Strict Confidentiality" or "Covenant of Non-Disparagement" provisions may cause indirect, consequential, and special damages. It is the express agreement of the Parties that all such consequential, indirect, and special damages shall be recoverable to the fullest extent of the law.

11. [REDACTED]

[REDACTED]

12.

[REDACTED]

13.

[REDACTED]

14. Entire Agreement. This Agreement represents the entire agreement and understanding among the Parties concerning the settlement of any and all past, current, or future disputes, claims and defenses, including without limitation, all past, current, or future disputes, claims and defenses related to the Sex Tape, the Claims or Counterclaims, and the releases set forth herein, and supersedes and replaces any and all prior negotiations, agreements, and understandings, either oral or written, involving the Parties related to the subject matter hereof.

15. No Waivers / Modifications. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of each Party. No breach of any provisions hereof can be waived unless done so in writing and signed by the Parties to be charged. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision hereof.

16. Successors and Assigns. This Agreement is binding upon, inures to the benefit of, and is enforceable by, the Parties, the persons or entities released hereunder, and their respective heirs (as applicable), executors (as applicable), administrators (as applicable), successors (as applicable), transferees and assigns.

17. Governing Law; Forum. This Agreement has been entered into in the State of California. The laws of the State of California shall be applicable to any issues arising from this Agreement, including construction, interpretation, or enforcement. The Parties agree to resolve all such claims, causes of action, or disputes exclusively in a confidential, final and binding arbitration administered by JAMS in Los Angeles, California in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect at the time of the arbitration.

18. Construction and Mutual Drafting. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, any such ambiguity or dispute shall not be resolved by any rule or interpretation providing for interpretation against the party who caused the uncertainty to exist, or against the draftsman, and the provisions of Civil Code Section 1654 shall not apply. This Agreement has been reviewed by the Parties and their respective attorneys and each has had the full opportunity to negotiate the contents and terms of this Agreement. The Agreement is a product of mutual drafting. The Parties waive any common law or statutory rule of contract construction that contractual ambiguity should be construed against the drafter of this Agreement and agree that the language contained herein shall in all cases be construed as a whole, according to its fair meaning.

19. Attorneys' Fees and Costs. Other than as expressly set forth herein, the Parties agree that each Party to this Agreement shall bear his/her/its own attorneys' fees and costs incurred through the Effective Date and in connection with the preparation of this Agreement. In the event any action is brought for breach of and/or enforcement of any rights or obligations of any Party under this Agreement, the prevailing party shall be entitled to recover as an element of such Party's costs of suit, and not as damages, all of his/her/its reasonable attorneys' fees, costs and expenses incurred or sustained by such prevailing party in connection with such proceeding.

20. Notices. All notices pursuant to this Agreement shall be provided to the Parties in writing by both certified mail return receipt and by e-mail, with notices deemed received as of the date they are emailed, as follows:

To Claimants:

SENGH, SENGH & TRAUBEN, LLP
Thomas K. Richards

[REDACTED]
Michael A. Trauben
[REDACTED]

To Respondents:

Cooley LLP
Michael Rhodes

[REDACTED]
Michelle Doolin
[REDACTED]

21. **Severability.** In the event that any provision or any portion of any provision set forth in this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without that provision or portion of provision, unless the absence of that provision or portion materially alters the rights and obligations of the Parties, in which case a court of competent jurisdiction shall determine the rights and obligations of the Parties pursuant to the intent of this Agreement.

22. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

23. **Headings.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as set forth below:

WILLIE RAY NORWOOD, JR.

DATED: April 9, 2023

By  _____
Willie Ray Norwood, Jr.

SONJA NORWOOD

DATED: April 11, 2023

By _____
Sonja Norwood

KIMBERLY KARDASHIAN

DATED: April 11, 2023

By  _____
Kimberly Kardashian

KRIS JENNER

DATED: April 11, 2023

By  _____
Kris Jenner

KARDASHIAN JENNER PRODUCTIONS

DATED: April 11, 2023

By  _____

Name: Kris Jenner
Its: Authorized Representative