

## **AGREEMENT BETWEEN THE STATE OF NEW MEXICO AND DEUTSCHE BANK**

This Agreement and Release (“Agreement”) is entered into this \_\_\_ day of December, 2023, between the State of New Mexico (“State”) and Deutsche Bank Aktiengesellschaft, Deutsche Bank AG New York Branch, Deutsche Bank Trust Company Americas (“Deutsche Bank”). Deutsche Bank and the State are collectively referred to as the “Parties,” and each is a “Party.”

### **I. RECITALS**

WHEREAS, Deutsche Bank has cooperated fully and promptly with the State’s requests for information concerning the banking services that Deutsche Bank provided to Jeffrey E. Epstein (“Epstein”) and demonstrated, among other things, the measures it has put in place to seek to prevent Deutsche Bank’s customers from using their accounts to support human trafficking;

WHEREAS, Deutsche Bank has agreed to provide funding to support anti-human trafficking initiatives of the Office of the Attorney General of New Mexico (the “Attorney General’s Office”) in connection with the Parties’ common goal to combat human trafficking;

WHEREAS, Deutsche Bank’s funding does not represent a fine or penalty of any sort; and

WHEREAS, in consideration of the mutual covenants and terms contained herein, the Parties agree that this matter be resolved on the terms and conditions laid out below.

### **II. TERMS AND CONDITIONS**

#### **A. Definitions**

“Deutsche Bank” includes its direct and indirect subsidiaries, affiliated entities, parent entities, successors, predecessors, and any other related entities together with any and all of the foregoing’s respective past, present or future principals, officers, directors, managers, partners, employees, administrators, attorneys, representatives, or authorized agents.

The “Effective Date” of this Agreement is the earliest date on which this Agreement has been signed by both the Attorney General’s Office and Deutsche Bank.

#### **B. Funding and Release**

1. Within 30 days of the Effective Date of this Agreement or the Attorney General Office’s provision of any documentation required by Deutsche Bank to process the payment described in this Section II.B.1, whichever is later, Deutsche Bank will make a payment of \$4.95 million to the Attorney General’s Office by wire transfer in accordance with wiring instructions to be provided to Deutsche Bank by the Attorney General’s Office (the “Funding”). That Funding, net of the Attorney General’s Office’s fees and expenses for this matter, shall be deposited in the Attorney General’s Office’s Consumer Fund and shall be used solely to fund personnel and other resources for the State of New Mexico to prevent, address, investigate, and prosecute human trafficking.

2. Deutsche Bank and the State shall cooperate in the development of any and all public statements that either Party desires to make or issue concerning this Agreement or the Funding.

3. The State, by and through the Attorney General's Office, fully and irrevocably releases any claims of any kind (including but not limited to claims, causes of action, demands, penalties, fines, remedies, or the like), whether known or unknown, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, or any other law, rule or regulation, that the State may have against Deutsche Bank in any way concerning or related to Epstein, including without limitation any act, omission, or event related to Epstein's activities in and affecting New Mexico.

### **III. MISCELLANEOUS**

1. This Agreement represents the entire agreement among the Parties relating to the subject matter of this Agreement, and there are no agreements, arrangements, or understandings, oral or written, among the Parties relating to the subject matter of this Agreement which are not fully expressed or referenced herein or attached hereto.

2. Nothing contained in this Agreement may be taken as or construed to be an admission by Deutsche Bank of any liability or of any violation of any law or regulation, contractual obligation, or any duty whatsoever whether based in statute, regulation, common law, contract, or otherwise.

3. This Agreement may only be enforced by the Parties. Nothing herein is intended to create a private right of action by other parties.

4. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of New Mexico.

5. The Parties agree that the First Judicial District Court of Santa Fe County shall have jurisdiction over this Agreement and the Parties to enforce this Agreement. The Parties agree that the First Judicial District Court of Santa Fe County shall have jurisdiction over this Agreement and the Parties to enforce this Agreement.

6. The Parties will notify each of other of any subpoena, Freedom of Information Law request (or similar such request), or other legal request for the disclosure of this Agreement or otherwise related to this matter within seven (7) days of receiving such non-party request.

7. This Agreement may be executed in counterparts and be delivered by facsimile or electronic transmission, or a copy thereof, such constituting an original counterpart hereof, all of which together will constitute one and the same document.

8. Each Party listed below represents and warrants that the person signing below on its behalf is duly appointed and authorized to do so.

9. The terms of this Agreement may be modified only by a subsequent written agreement signed by the Parties.

10. Each Party shall bear its own costs, fees, and expenses in connection with this matter and the Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representative, have executed this Agreement as of the date first written below.

Office of the Attorney General of the State of New Mexico

Date: \_\_\_\_\_

Deutsche Bank Aktiengesellschaft

Date: \_\_\_\_\_

\_\_\_\_\_  
Joerg Mucke

Date: \_\_\_\_\_

\_\_\_\_\_  
Christine Hentke

Deutsche Bank AG New York Branch

Date: \_\_\_\_\_

\_\_\_\_\_  
Erika Engelson

Date: \_\_\_\_\_

\_\_\_\_\_  
Justin Alfano

Deutsche Bank Trust Company Americas

Date: \_\_\_\_\_

\_\_\_\_\_  
Erika Engelson

Date: \_\_\_\_\_

\_\_\_\_\_  
Justin Alfano