

**CONFIDENTIAL SETTLEMENT AGREEMENT, RELEASE,
& NON-DISPARAGEMENT AGREEMENT**

1.0 THE PARTIES

1.1 THIS CONFIDENTIAL SETTLEMENT AGREEMENT, RELEASE, & NON-DISPARAGEMENT AGREEMENT ("Agreement") is among and between DESHAUN WATSON ("Watson"), on the one hand, and [REDACTED] (the "Releasing Party"), on the other. Watson and the Releasing Party are collectively referred to as the "Parties" or generically as any "Party."

1.2 This Agreement is executed on the "Execution Date," as defined on the signature page of this Agreement.

2.0 RECITALS

2.1 Existence of Confidential Information. Prior to this Agreement's execution, the Releasing Party came to possess or know confidential information pertaining to Watson, or Watson came to know of such information related to the Releasing party. Some of this information is in tangible form, including but not limited to images or text messages, authored by, or sent to Watson. Some became known as a result of the litigation. Some of this information is intangible, *i.e.*, existing only in the memories or purported memories of the Releasing Party or Watson.

2.2 Alleged Claims. The Releasing Party has asserted claims against Watson, summarized and defined as follows:

(a) The Releasing Party alleges that the Releasing Party has been damaged by Watson's alleged actions against the Releasing Party, including but not limited to tort claims and other related claims for damages. Watson denies all such claims and liability, including the facts alleged by the Releasing Party.

(b) The Releasing Party has initiated a lawsuit in the district court of Harris County, Texas (the "Lawsuit"), more particularly described as follows:

[REDACTED] v. Deshaun Watson;

(c) All of the Releasing Party's currently known claims against Watson are collectively referred to as the "Released Claims." As further discussed below, the Releasing Party intends to release the Released Claims, including all claims raised in the Lawsuit, subject to the terms of this Agreement. To the extent Watson has any claims against the Releasing Party or her agents, such are also being released.

(d) The Parties desire to release the Released Claims and dismiss the Lawsuit to avoid the uncertainty, inconvenience, and expense of further litigation and enter into this Agreement to provide for certain payments in full settlement and discharge of all claims which were, are, or could have been alleged by Releasing Party against Watson. Watson enters into this Agreement to buy peace and denies the Releasing Party's allegations.

Initials: ____ (DW), ____ ([REDACTED]).

2.3 Desire for Confidentiality. The Parties intend that confidential information not be disclosed by the Releasing Party or by Watson, except as otherwise provided in this Agreement or such future agreements as the Parties may enter. The Parties expressly acknowledge, agree, and understand that the confidentiality and non-disparagement provisions herein and the representations and warranties made by the Releasing Party and Watson are the essence of this Agreement and are a material inducement to Watson's and the Releasing Party's entry into this Agreement, absent which neither Watson nor the Releasing Party would not enter into this Agreement. The Parties also expressly intend and desire that the facts, terms, and circumstances surrounding the settlement of the Released Claims (including, in particular, the Gross Settlement Amount) will remain confidential and will not be discussed or disclosed by either Party.

2.4 Recitals Material. These Recitals are essential, integral, and material terms of this Agreement, and any construction of this Agreement must begin and be made through reference to and incorporation of these Recitals and to effectuate the purpose of this Agreement as stated in these Recitals. This Agreement is made in consideration of the promises, covenants, conditions, representations, warranties, and agreements set forth herein as well as other good and valuable consideration the receipt and sufficiency of which each of the Parties acknowledge and agree to.

NOW, THEREFORE, the Parties adopt the foregoing recitals as a statement of their intent, and in consideration of the promises and covenants contained herein, the Parties further agree as follows:

3.0 SETTLEMENT TERMS

3.1 "Gross Settlement Amount". The total monetary consideration for this Agreement shall be \$100,000 payable to the Releasing Party (the "Gross Settlement Amount"). The funds shall be paid by wire transfer to the agent and counsel for the Releasing Party, [REDACTED]

3.2 Dismissal with Prejudice. The Releasing Party agrees that the Lawsuit will be dismissed with prejudice within 24 hours of the Execution Date.

3.3 Payment Schedule. The Gross Settlement Amount shall be paid in a lump sum by wire transfer within 24 hours (excluding weekends) of the Releasing Party's filing of a notice of dismissal of the Lawsuit with prejudice ("Payment").

3.4 Compliance Between Execution Date and Payment. During the period between the Execution Date and Payment, the Parties shall comply with all confidentiality and non-disparagement obligations contained in this Agreement. Disclosure, dissemination, or release of confidential information during the period between the Execution Date and Payment shall relieve either Party any remaining obligations under this Agreement, and shall entitle the other to all Remedies provided for herein. The full and final releases contained in this Agreement shall be effective upon Payment.

3.5 No Disclosure of Confidential Information. The Releasing Party and Watson shall not, at any time after the Execution Date, directly or indirectly forward, disclose, or disseminate any confidential information (including confirmation of the existence, previous existence, or

Initials: ____ (DW), ____ ([REDACTED]).

rumored existence of any confidential information) to any third party, other than upon request from governmental or National Football League investigative authorities.

3.6 Non-disparagement. The Releasing Party and Watson agree and acknowledge that neither the Releasing Party nor Watson, nor their agents will speak, write, or otherwise communicate publicly or privately, including in any interviews, social media posts, blog posts, articles or any other media or forum, on the terms of this Agreement, and the amount of the settlement. Neither party will defame the other, in writing or otherwise, nor disparage one another, or either's agents or attorneys related to the Lawsuit.

4.0 RELEASES

4.1 Mutual Release. In exchange for the promises, representations, warranties, agreements, and other consideration contained and recited herein, the Releasing Party and Watson, on behalf of herself/himself, her/his guardians, heirs, executors, administrators, successors, assigns, partners, companies, affiliated companies, employees, employers, and insurers absolutely and forever release and discharge one another and any guardians, heirs, executors, administrators, successors, assigns, partners, companies, affiliated companies, employees, employers, or insurers of Watson, from any and all claims, demands, debts, liabilities, accounts, reckonings, obligations, costs (including any attorneys' fees), expenses, liens, actions and causes of action of every kind and nature whatsoever, whether known or unknown, from the beginning of time to the Execution Date of this Agreement, including without limitation, claims or rights arising out of or related to any and all matters, facts, claims, or defenses that were or could have been asserted or identified in the course of negotiating this Agreement or in the Lawsuit.

5.0 THIS AGREEMENT CONFIDENTIAL

Confidentiality of this Agreement. The Parties shall not disclose this Agreement's Gross Settlement Amount, directly or indirectly, to the media or to anyone else other than their respective attorneys and representatives, except as required by law under the conditions described in this Agreement. In addition, the facts, terms, and circumstances surrounding the settlement of the Released Claims will remain confidential and will not be discussed or disclosed by either Party. The Releasing Party and Watson shall maintain all physical or electronic copies of this Agreement in the custody of their lawyers, and expressly agrees that the neither the Releasing Party nor Watson shall personally possess or have physical or electronic custody of this Agreement outside of their lawyers, as further provided in this Agreement. Removal of any Agreement-Related Property from their lawyers by the Releasing Party or Watson or possession of any Agreement-Related Property by the Releasing Party or Watson outside of lawyers shall constitute a material breach of this Agreement, entitling Watson or the Releasing Parties to all Remedies provided for herein and all remedies that may otherwise be provided by law.

Initials: ____ (DW), ____ (■).

6.0 REMEDIES

6.1 Remedies for Breach of Agreement. Any breach or threatened breach of this Agreement, including the representations and warranties contained herein, by the Releasing Party or by Watson, shall render the offending party liable to the other, or any third-party beneficiary of this Agreement, for any and all damages incurred as a result of the breach (which will not exceed the amount paid under this settlement).

6.2 Specific Performance. In the event of a threatened breach, Watson or the Releasing Party shall be entitled to orders requiring specific performance of all confidentiality obligations contained herein, provided that the other has complied with his obligations under this Agreement.

6.3 Injunctive Relief. The Parties acknowledge and agree that any unauthorized disclosure of confidential information by the Releasing Party or by Watson will cause irreparable harm and that money damages will be inadequate to fully compensate for such damages, which most likely will not be measurable, susceptible to calculation, or able to be remedied through monetary damages. The Parties further acknowledge and agree that any breach or threatened breach of this Agreement due to the unauthorized disclosure or threatened disclosure of confidential information by the offending party will allow the other to obtain immediately, from a court of competent jurisdiction, *ex parte* issuance of a restraining order, a preliminary injunction, or other similar relief (referred to herein as “Injunctive Relief”). The Parties further agree that, notwithstanding any rule to the contrary, Injunctive Relief shall be available without advance notice to the other to prevent further disclosure or further disclosure of confidential information protected by the terms hereof, pending the decision of the court. The Parties further acknowledge and agree that, in connection with any such proceeding, any Party may obtain from the court an *ex parte* application, or—if not *ex parte*—an unopposed and agreed application, sealing the filings in any such proceeding. The Parties hereby stipulate to all factual and legal requirements for such sealing in any such proceeding.

7.0 MISCELLANEOUS PROVISIONS

7.1 Costs and Expenses. Except as expressly set forth herein, each Party shall bear its own costs, fees, and expenses, including attorneys’ fees, in connection with his or her allegations, the Released Claims, the Lawsuit, and the negotiation and execution of this Agreement. In any lawsuit between the Parties, whether based upon this Agreement or otherwise, the Parties agree that each Party shall be responsible for his or her own attorneys’ fees and costs, notwithstanding any statutory, equitable, or other basis for the shifting of fees to another Party.

7.2 No Admission of Liability. The execution of this Agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by Watson or the Released Party. Watson expressly denies any wrongdoing and is entering into this Agreement as a reasonable alternative to proceeding with litigation. The Parties believe this Agreement to be reasonable in light of the risks of litigation and the potential expenses that could be incurred if they did not enter into this Agreement.

7.3 Construction. Each of the Parties expressly acknowledges that it participated in the drafting of this Agreement. This Agreement is the product of arms-length negotiation. Each Party

Initials: ____ (DW), ____ (■).

has relied on the advice and assistance of competent legal counsel and other professionals of its own selection, has read and fully understands this Agreement, and has been fully advised as to its legal effect. Accordingly, the language contained within and comprised in the substance of this Agreement shall not be presumptively construed or interpreted either in favor of or against any Party on the grounds that it drafted this Agreement. The descriptive captions sometimes used in this Agreement are for reference and should not be considered in the construction of this Agreement.

7.4 Complete Agreement. This Agreement contains the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth herein. The Parties are both represented by sophisticated counsel and are not relying on any promise or statement that is not stated expressly in this Agreement. Any reliance upon any representation, warranty, statement, or discussion, or other matter not stated in this Agreement is expressly disclaimed, and the parties agree that reliance upon any such prior representation would be unreasonable. The terms of this Agreement are contractual and not merely a recital. This Agreement may not be altered or amended except by an agreement in writing duly executed by the parties to be bound by the amendment. The provisions of this Agreement cannot be waived by implication, non-enforcement, or estoppel. No waiver of any term of this Agreement can be made except in writing signed by the Party waiving the term. No waiver of one provision of this Agreement shall be interpreted to waive other provisions of this Agreement, whether or not similar to the provision waived. No waiver of any provision of this Agreement shall be deemed a continuing waiver, except to the extent expressly stated in a signed writing constituting the waiver.

7.5 Governing Law, Venue and Jurisdiction. This Agreement is entered into in the State of Texas and shall be construed and interpreted in accordance with the laws of the State of Texas regardless of choice of law principles to the contrary. In addition, all claims or causes of action arising out of or related to this Agreement shall be governed by the laws of the State of Texas, regardless of the state of residence of the Parties or any choice of law principles to the contrary. The Parties agree that the venue for any lawsuit related to this Agreement shall be Houston, Texas.

7.6 Binding Effect, Reformation. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, and the intended third-party beneficiaries to this Agreement. The Parties understand and agree that if any item, term, or provision contained in this Agreement conflicts with, or may hereafter be held to conflict with, any applicable law, this Agreement shall be affected only as to its application to such particular item, term, or provision and shall otherwise remain in full force and effect. To the extent such particular item or provision is held to be unlawful, the Agreement shall be reformed to effectuate the recitals and purposes reflected herein and the provision deemed unlawful shall be enforced to the maximum extent permitted by law.

7.7 Authority to Execute. The Parties represent and warrant that they have taken all actions and obtained all authorizations, consents, and approvals as are conditions precedent to their authority to execute this Agreement.

Initials: ____ (DW), ____ ().

7.8 Further Execution. To the extent this Agreement may require further acts or execution of additional documents, the Parties agree to promptly execute, upon reasonable request, any and all instruments necessary to effectuate this Agreement's terms.

7.9 Notices. Except when a specific provision provides otherwise, any notice, demand, or request that one Party desires, or is required by this Agreement, to give to another Party shall be delivered by both email and telephone. Any Party may change the recipient of notices by written notice to the other Parties, which shall not be considered an amendment to this Agreement.

7.9.1 To Watson as follows:

Rusty Hardin

Email: [REDACTED]

Telephone: [REDACTED]

Address: [REDACTED]

7.9.2 To the Releasing Party as follows:

[REDACTED]

Email: [REDACTED]

Telephone: [REDACTED]

Address: [REDACTED]

7.10 IN ENTERING INTO THIS AGREEMENT, EACH PARTY REPRESENTS THAT THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND FULLY EXPLAINED TO THEM BY THEIR ATTORNEYS AND THOSE TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED, WITHOUT COERCION OR DURESS.

[Signature page follows . . .]

Initials: ____ (DW), ____ ([REDACTED]).

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below:

Executed this _____ day of October, 2021 (the “Execution Date”).

DESHAUN WATSON

Deshaun Watson

Date

Date