



Hiltzik Strategies
381 Park Avenue South, #1201
New York, NY 10016

As of April 27, 2017

Darren K. Indyke
Managing Partner
Darren K. Indyke, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022

Dear Darren:

I am pleased to confirm our agreement whereby Darren K. Indyke, PLLC (the "Client") is retaining Hiltzik Strategies, LLC (the "Company") to assist the Client and the other attorneys with whom the Client is working ("Covered Attorneys") with communications strategy, profile management, and other media related activities (the "Services") in connection with representation by the Client and the Covered Attorneys of Mr. Jeffrey Epstein in the defense and/or prosecution of pending or contemplated litigation involving Mr. Epstein. For purposes hereof, any references to the Company, the Client, the Covered Attorneys, and Mr. Epstein, shall include, without limitation, any and all administrative staff and other employees of each of the Company, the Client, the Covered Attorneys and Mr. Epstein.

Any and all communications, information, papers, records and other documents and materials relayed to the Company in discussion with the Client, any Covered Attorneys and/or Mr. Epstein in connection with the Services will be protected by the attorney client privilege of Mr. Epstein, and protected by the Client's work product privilege.

Term. This Agreement shall commence on April 27, 2017 and shall continue until the Client terminates this Agreement. Upon termination, Jeffrey Epstein shall remain liable to the Company for Expenses (as defined below) incurred up to the effective date of such termination, and for the monthly Fee (as defined below) accrued to the date of such termination (provided that if the termination date is not the last date of such calendar month, then the Fee for the calendar month in which the termination date shall occur shall be prorated on a daily basis as applicable).

Fee. As consideration for the Services, Jeffrey Epstein shall pay the Company a sum per month to be agreed upon by the Client and the Company after a preliminary consultation to better define the scope of the Services to be provided by the Company (the "Fee"). The Fee shall be payable



monthly in advance. If additional services are requested by the Client in connection with the Client's representation of Mr. Epstein (*e.g.*, production of special programs or projects) an additional fee shall be negotiated in good faith by the parties.

Expenses. Upon receipt of an invoice and substantiating documentation therefore, Jeffrey Epstein shall reimburse the Company for all of its customary and reasonable direct out-of-pocket costs and expenses and the reasonable costs of all travel requested by Jeffrey Epstein incurred by the Company in connection with the Services; provided, however, that any individual cost or expense over \$250 shall be subject to advance written approval by Jeffrey Epstein.

Indemnification. Each of Jeffrey Epstein and the Company shall defend, indemnify, and hold harmless the other from and against any and all losses, damages, actions, liabilities or costs (including reasonable attorney fees) resulting from third party claims (collectively, "Losses") arising out of or relating to the indemnifying party's negligence or willful misconduct in connection with this Agreement or the Services. In addition, Jeffrey Epstein shall defend and indemnify the Company from and against all Losses that are the result of information or materials provided to the Company by Jeffrey Epstein, except to the extent that such Losses arise out of the Company's gross negligence or willful misconduct. Without limiting the above, the Company shall not, under any circumstances, be liable for any delay in or omission of publication or transmission, or for any error in any press or other publication, to the extent that such delay, omission or error is outside its control or is the result of any third party's action or inaction. The indemnities and limitations stated in this paragraph shall survive the termination of this Agreement.

Confidentiality. The Client, the Company and Jeffrey Epstein will keep strictly confidential all terms and conditions of this Agreement. The Company will keep strictly confidential any and all communications, information, papers, records and other documents and materials received by, communicated or transmitted to, or assembled or created by the Company in the performance of the Services ("Protected Materials"), and will not reveal, transmit, publish, publicize, or otherwise disclose any such Protected Materials without the Client's prior written consent. This includes, without limitation, all Protected Materials received from, or created based upon Protected Materials received from, the Client, any Covered Attorneys, Mr. Epstein and/or any other person acting at the direction or on the behalf of any of them.

Attorney-Client Privilege. The Company acknowledges that the Client is retaining the Company to provide the Services in connection with pending litigation and contemplated litigation involving Jeffrey Epstein and that, therefore, Protected Materials transmitted and communicated among any of the Company, the Client, any Covered Attorneys and Mr. Epstein, and work product generated pursuant to this Agreement, shall be subject to the attorney-client privilege and/or work product doctrines. The Company agrees to cooperate with the Client in any efforts to protect against or prevent the disclosure of any and all such Protected Materials. The Company further agrees to use commercially reasonable efforts to secure any and all Protected



Materials (such commercially reasonable efforts shall be no less protective against disclosure than measures the Company uses to secure and protect its own confidential information).

Without in any way limiting any of the foregoing, the Company agrees that all Protected Materials made, received and/or communicated by the Company shall be solely for the purpose of assisting the Client in the representation of Mr. Epstein.

The Company agrees not to disclose to anyone, without the Client's prior written permission, the existence, nature, or content of any Protected Materials. The Company agrees not to disclose to anyone any information the Company gains from the inspection of any Protected Materials, including information obtained from Protected Materials coming into the Company's possession or created by the Company during the performance of the Services under this Agreement. The Company will not acknowledge the existence of, or permit inspection of, any Protected Materials without the prior written permission of the Client.

All Protected Materials, including, without limitation, information, communications, papers, records, work papers and other documents and materials, relating in any way to Mr. Epstein, including, without limitation, relating in any way to the subject matter of the Client's or any Covered Attorneys' representation of Mr. Epstein, regardless of their nature and the source from which such Protected Materials emanate, shall be held by the Company solely for the Client's convenience and subject to the Client's unqualified right to instruct the Company with respect to possession and control. All Protected Materials will belong to Mr. Epstein, or the Client, as the case may be.

Under this agreement, the Company will immediately notify the Client of any of the following events:

1. The exhibit or surrender of any Protected Materials, whether prepared by or submitted to the Company or someone under the Company's direction, in a manner not expressly authorized by the Client;
2. A request by anyone to examine, inspect, or copy any Protected Materials; or
3. Any attempt to serve, or the actual service of, any court order, judicial or administrative subpoena, or judicial or administrative summons upon the Company that requires a production of any Protected Materials.

For purposes of this Agreement, the term Protected Materials includes, without limitation, all forms of the same, whether oral, in writing, audio recording, video recording, digital recording, pdf, email, all other forms of electronic media and all other machine readable formats and all other tangible media, and all copies of the same. Protected Materials also includes, without limitation, any and all work papers containing, referencing, evidencing or including Protected



Materials, whether prepared by the Company or anyone working with or under the Company or on the Company's behalf.

The Company will immediately return all Protected Materials to the Client at the Client's request.

The Company understands that it has not been retained to render advice of any nature directly to Jeffrey Epstein with respect to any matters related to the Client's or any Covered Attorneys' representation of, or the Client's or any Covered Attorneys' providing legal services to, Mr. Epstein. The Company agrees to keep accurate and complete records of all work performed by the Company in connection with the Services.

Non-Solicitation. Jeffrey Epstein agrees, during the term of this Agreement and for a period of one year following its expiration or early termination, not to solicit or induce any officer, employee, agent, or contractor of the Company involved in the provision of the Services to terminate their employment or engagement with the Company, without prior written consent of the Company. Jeffrey Epstein acknowledges that the harm to the Company from violation of this provision would be difficult to quantify; therefore, if Jeffrey Epstein breaches this provision, Jeffrey Epstein will pay to the Company, as liquidated damages, an amount equal to the salary or engagement fee, prorated for one full year, of the officer, employee, agent, or contractor as of the date of termination of their employment or engagement.

Entire Agreement. This Agreement sets forth the complete agreement of the parties with respect to its subject matter and may not be modified, supplemented or otherwise amended except in writing signed by the parties hereto. Failure to enforce any provision of this Agreement in any one instance may not be construed as a waiver of the right to enforce that provision in any future instance.

Choice of Law. This Agreement is entered into within, and shall be governed by, construed under and enforced in accordance with the laws of, the United States Virgin Islands.

Execution; Counterparts. This Agreement may be executed in counterparts, whether by facsimile or otherwise, all of which shall be originals and all of which, when taken together, shall constitute one and the same instrument.

Headings and Captions. The headings and captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.



(SIGNATURE PAGE FOLLOWS)



Sincerely,

HILTZIK STRATEGIES, LLC

By: _____

Name: Roni Gross

Title: Chief Operating Officer

AGREED TO AND ACCEPTED
AS OF THE DATE SET FORTH ABOVE BY:

DARREN K. INDYKE, PLLC

By: _____

Name: Darren K. Indyke

Title: Managing Partner

JEFFREY EPSTEIN

By: _____