



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") as public relations counsel to assist with communications strategy, media relations, profile management, and other public relations activities (the "Services") for your client, Jeffrey Epstein.

Any information relayed to our firm in discussion with your firm will be protected by the attorney client privilege of your client, and protected by your firm's work product privilege.

Term. This Agreement shall commence on April 27, 2017 and shall continue until **XXXX**. 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 of **\$XXXX** per month, (the "Fee"), payable monthly in advance. If additional services are requested by Jeffrey Epstein (*e.g.*, production of special programs or projects) an additional fee shall be negotiated in good faith by the parties.

Expenses. Jeffrey Epstein shall reimburse the Company for all of its customary and reasonable out-of-pocket costs and expenses and all travel costs at the request of Jeffrey Epstein upon receipt of an invoice; provided, however, that any individual expense over \$250 shall be subject to advance 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 provided for hereunder. 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 the Agreement.

Confidentiality. The Client, the Company and Jeffrey Epstein will keep strictly confidential all terms and conditions of this Agreement, all information and materials assembled or created by it in the performance of its services, and will not reveal any confidential or proprietary information received from the other party, until such material becomes a matter of general or public knowledge.

Attorney-Client Privilege. The Company acknowledges that the Client is retaining the Company to provide services in connection with contemplated litigation involving Jeffrey Epstein and that, therefore, communications between the Company and the Client, and work product generated pursuant to this agreement, may 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 such communications and/or information. The Company further agrees to use commercially reasonable efforts to secure any information or material that the Client provides to the Company pursuant to this agreement (such commercially reasonable efforts shall be no less protective against disclosure than measure the Company uses to secure and protect its own confidential information).

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 both parties. 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 State of New York.

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: _____