

CONSULTING AGREEMENT

CONSULTING AGREEMENT effective as of the 1st day of January, 2014, by and between [REDACTED], an individual with an address at [REDACTED] (the "Consultant"), and Enhanced Education (a/k/a J. Epstein Virgin Islands Foundation), 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802 (the "Foundation").

WITNESSETH:

WHEREAS, the Foundation desires to retain the Consultant to render certain services (more fully described below) to the Foundation, and the Consultant is willing to render such services to the Foundation, subject to, upon, and in accordance with, the provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing premise and the mutual covenants contained in this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Foundation hereby engages the Consultant, and the Consultant hereby accepts engagement, as a consultant to the Foundation, upon, subject to, and in accordance with, the provisions of this Agreement.
2. Subject to, and in accordance with, the provisions of this Agreement, the Consultant shall provide services as a coordinator of symposia planned and conducted by the Foundation relating to content of interest in the scientific and academic communities, and which promote the Foundation's scientific, academic and other philanthropic objectives as communicated from time to time by the Foundation to the Consultant, consistent with the Foundation's status as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, as the same may be amended from time to time (the "Code").
3. In connection with serving as coordinator of symposia, the Consultant shall perform all of the following services:
 - (a) Identify, investigate, evaluate and recommend to the President of the Foundation proposals for content, programming and participants of symposia of interest in the scientific and academic communities;
 - (b) Develop symposia content and programming;
 - (c) Develop criteria for and identify qualified potential symposium participants;
 - (d) Collect curricula vitae from, and compile bibliographies of, qualified potential symposium participants, distribute such materials to the President of the Foundation and coordinate interviewing and selection of symposium participants;
 - (e) Manage travel and hotel accommodations for symposium participants;
 - (f) Manage hotel and on-site pre-event logistics for symposium participants, including identification badges, registration packets and distribution of program literature and materials;
 - (g) Oversee and manage content, preparation and distribution of symposium literature and content and implementation of on-site programs and exhibits, including layout, décor, printing, scheduling, registration, presentation, signage, and audio-visual and telecommunications requirements;

- opportunities;
- (h) Develop and solicit symposium advertising and co-sponsorship opportunities;
 - (i) Oversee management of non-program and post-symposium activities of participants;
 - (j) Coordinate planning and implementation with Foundation staff;
 - (k) Prepare periodic reports of the Consultant's activities under the provisions of this Agreement at such times specified from time to time by the Board of Directors or the President of the Foundation, but at least monthly during the term hereof;
 - (l) Upon reasonable advance notice, be available to the President of the Foundation to discuss the Consultant's activities under the provisions of this Agreement; and
 - (m) Perform such other services, consistent with foregoing services, as the President may request from time to time.

4. In consideration of the services performed by the Consultant in accordance with the provisions of this Agreement, the Foundation shall pay the Consultant a fee of \$100,000 (the "Consulting Fee"), said consulting fee to be paid in quarterly installments of \$25,000, with the first such installment to be paid upon execution of this Agreement by the parties hereto and the remaining installments to be paid by no later than the first day of each of April, July and October during the term of this Agreement. The Foundation shall also reimburse the Consultant for the Consultant's necessary and reasonable expenses incurred, with the prior written consent of the Foundation, in connection with the Consultant's performance of services under the provisions of this Agreement. The Foundation shall reimburse the Consultant for such expenses within 30 days after receipt of substantiating documentation for such expenses.

5. The term of this Agreement shall commence as of January 1, 2014 and shall expire on December 31, 2014, unless sooner terminated as hereinafter provided. This Agreement may be terminated by either party hereto, effective upon twenty (20) business days' prior written notice to the other party hereto whether with or without cause. In the event of such termination, no further payments of the Consulting Fee shall be due and payable hereunder and, upon written demand by the Foundation, any unearned portion of any Consulting Fee payment made prior to such termination shall be returned to the Foundation.

6. In performing her obligations hereunder, the Consultant shall at all times act in what she reasonably believes to be in the best interests of the Foundation, in accordance with the highest standards of professional conduct and integrity and in accordance with all applicable federal and state laws, rules and regulations. The Consultant shall not at any time take any action or omit to take any action (to the extent that taking such action is within the scope of the Consultant's responsibilities under the provisions of this Agreement), the effect of which might be to jeopardize the tax exempt status of the Foundation under the Code.

7. Notices. Each notice, document or other communication (a "Notice") to be given under the provisions of this Agreement shall be in writing and shall be delivered in person, by facsimile transmission, first class registered or recorded delivery post or via reputable overnight courier to the party hereto to which it is directed at the address of such party specified below. Any Notice shall be deemed to be duly given at the time when the same is left at the address of the party to be served or (if served by facsimile transmission or overnight courier) the business day immediately following the day of the transmission or delivery to the overnight courier or (if served by post) on the third business day following the day of posting.

Notices to the Consultant shall be sent to:

[REDACTED]
[REDACTED]
[REDACTED]
Facsimile No. [REDACTED]

Notices to the Foundation shall be sent to:

Enhanced Education
6100 Red Hook Quarter, B3
St. Thomas, USVI 00802
Facsimile No. [REDACTED]
Attention: Jeffrey Epstein, President

Either party hereto may change the address or fax number to which Notices shall be sent by giving the other party hereto notice in accordance with the provisions of this paragraph 7.

8. The relationship of the parties hereto shall be that of independent contractors, consultant and client, and no partnership, joint venture or agency relationship shall be deemed to be created hereunder. Neither party hereto may bind the other party hereto in any manner whatsoever, whether in contract or otherwise.

9. If any of the covenants, terms, conditions or provisions of this Agreement are held invalid for any reason, such invalidity shall not affect the other provisions hereof which can be given effect without the invalid provision, as the provisions of this Agreement are intended to be and shall be deemed severable.

10. This Agreement shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, applicable to contracts executed and to be fully performed therein, without giving effect to its principles of conflicts of law. Each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in the St. Thomas, United States Virgin Islands over any suit, action or proceeding arising out of or relating to this Agreement. Each party hereto agrees that service of any process, summons, notice or document by certified mail addressed to the other party hereto shall be effective service of process for any action, suit or proceeding brought in any such court. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each party hereto agrees that a final, non-appealable judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such party and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon judgment.

11. This Agreement contains the entire agreement of the parties hereto concerning the subject matter hereof, and supersedes any and all prior agreements, representations, warranties, covenants, terms and conditions between the parties hereto concerning the subject matter hereof, which prior agreements, representations, warranties, covenants, terms and conditions are hereby canceled. This Agreement may only be changed, modified or amended by an agreement in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of January 1, 2014.

THE CONSULTANT:

THE FOUNDATION:

**ENHANCED EDUCATION
a/k/a J. EPSTEIN VIRGIN ISLANDS
FOUNDATION**

By: _____
Jeffrey Epstein
President