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February 14, 2017

BY E-MAIL

Mr. Jeffrey E. Epstein
c/o Mr. Darren K. Indyke, Esq.
Darren K. Indyke, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022

Dear Mr. Epstein:

This letter and the attached General Terms and Conditions of Engagement set forth the basis for the engagement of Steptoe & Johnson LLP ("Steptoe") to represent you ("You") in connection with a lawsuit filed in the United States District Court, Southern District of New York, captioned *Jane Doe 43 v. Jeffrey Epstein, Ghislaine Maxwell, [REDACTED], [REDACTED], and [REDACTED]*, No. 1:17-cv-00616 (SDNY), filed on January 26, 2017.

The terms and conditions that govern this engagement and the services we will provide are described in detail in the attachment to this letter. You should review these materials and let me know immediately if you have any questions. After reviewing them, please countersign this letter and return a fully executed copy to me. However, if You ask us to perform work on your behalf prior to returning the countersigned letter and we commence such work at Your request, that will constitute acceptance of these terms and conditions of engagement.

I want to draw your attention in particular to several important terms and conditions for our engagement. A number of these points are explained at greater length in the attachment, which is an integral part of this letter.

First, this engagement establishes an attorney-client relationship solely with You and not with any other individual or affiliated or associated entity. We accordingly apply ethics rules relating to conflicts of interest only with respect to You.

Second, the scope of our engagement is limited to the specific matter described above; while we would be pleased to discuss potential engagements on other matters, any new or extended engagement will require our mutual agreement in writing.

Third, we charge hourly rates for services rendered and require reimbursement for costs. My hourly rate is \$895, and Justin Chu's hourly rate is \$735. An associate and paralegal, who cannot be identified at this time, also may be involved in the representation as necessary. We will bill you on a monthly basis and expect prompt payment either via mail or through electronic fund transfer using the following wire instructions:

Bank: Wells Fargo Bank N.A., Washington, DC
Domestic Wire Transfers: ABA#: [REDACTED]
Domestic ACH Transactions: ABA#: [REDACTED]
Beneficiary's Account #: [REDACTED]
Swift Code -- [REDACTED]
CHIPS -- [REDACTED]
Beneficiary's Name: Steptoe & Johnson LLP

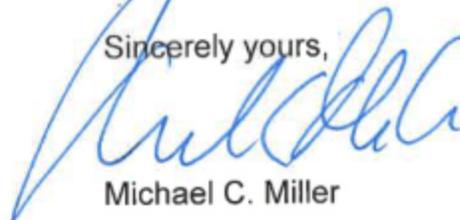
Fourth, the attorney-client relationship created by this engagement is terminated when our services are completed, and in any event when we send You our final statement for services rendered in this matter.

Fifth, as detailed in the *Conflicts and Waiver* paragraph of the attachment, we require a forward-looking waiver permitting Steptoe to represent current or future clients in matters adverse to You on matters that are not substantially related to the subject of this representation.

Finally, this letter and the attachment set forth the agreed specific terms of our engagement; these terms can be modified only by written agreement between the individual signatories below expressly stating that this specific engagement letter is being changed.

Please sign and return a copy of this letter to me as explained above.

Sincerely yours,



Michael C. Miller

Accepted and Agreed:

Mr. Jeffrey E. Epstein

STEPTOE & JOHNSON LLP
GENERAL TERMS AND CONDITIONS OF ENGAGEMENT
AS OF OCTOBER 1, 2016

1. *Client:* The client in this representation—and the only party with which Steptoe & Johnson LLP (“Steptoe”) is establishing an attorney-client relationship—is the specific entity identified in the first paragraph of the engagement letter to which this is attached (the “Client”). Steptoe has not been asked, and is not agreeing, to represent or establish an attorney-client relationship with any other entity, such as a parent, subsidiary, affiliate, member, owner or other affiliate or associate of the Client. Steptoe is applying ethics rules relating to conflicts of interest only with respect to the Client.

2. *Scope of Representation:* The subject matter and scope of this representation is limited to the specific matter described in the first paragraph of the engagement letter to which this is attached. Any further work will require our mutual agreement reflected in writing.

3. *Term of Engagement:* Either Steptoe or the Client may terminate this engagement at any time for any reason, subject on Steptoe’s part only to applicable rules of professional conduct. We reserve the right to suspend or terminate work on behalf of a client that does not pay our statements within 30 days after they are rendered. In the event of any termination or withdrawal initiated by the Client, Steptoe will be entitled to receive any unpaid fees and expenses through the date of withdrawal on the basis set forth above. In the event of a termination or withdrawal initiated by Steptoe, Steptoe will provide at its cost reasonable services to transition the engagement to subsequent counsel engaged by the Client. The attorney-client relationship created by this letter terminates when the services sought by the Client have been completed, and shall in any event terminate upon Steptoe sending you its final statement for services rendered in the matter, which date shall not be extended because of subsequent statements sent with respect to unpaid balances or because of activities associated with the collection of unpaid balances.

4. *Hourly Fees:* Steptoe will charge hourly rates for services rendered. Hourly rates are reviewed annually, typically in January, and may be revised based on that review. If rates are adjusted, the new rates will be reflected in the first billing statement we provide after the date of the change.

5. *Expenses:* Steptoe will charge the Client for various services and expenses, such as duplication, travel and the like. Expenses for services that are furnished using Steptoe resources (or for contractors that use Steptoe office space, equipment, services or facilities) are billed at a rate that covers direct costs plus an allocation of indirect costs that we believe to be fairly related to the service involved. For legal or factual research using third-party computer databases, most vendors (including LexisNexis and Westlaw) provide us with rate schedules listing suggested per-search and other charges. Steptoe will charge the Client for use of those databases at the vendor’s scheduled rates because allocations of total costs for these databases cannot be made consistently on a month-by-month basis due to variable usage; however, Steptoe will not pass on any vendor charges for printing from these databases. Where services are provided entirely by an outside vendor for a specified amount (e.g., consultants’ fees, graphics, court reporters, filing fees) and do not

involve the use of firm facilities or other resources, we charge clients only the amount charged by the outside vendor, without any markup. Unless special arrangements are made at the outset, any significant fees and expenses of others supplying services in connection with this representation (such as experts, expert witnesses, investigators, consultants and court reporters) will be billed to the Client for payment directly to the billing entity, and Steptoe will have no responsibility for paying those fees or expenses.

6. *Taxes:* Some jurisdictions impose charges denominated as sales, use, excise, business, value added or other taxes, tariffs or duties on amounts billed to clients. The amount of any such charges (excluding taxes based on Steptoe's net income or on the wages, salaries or benefits paid to its personnel) will be included in our statements and will be the Client's responsibility. Our fees are net of any withholding or similar tax imposed by the jurisdiction in which the Client resides. If any amount is withheld for such taxes in such jurisdiction, the Client must gross up the amount to be paid to Steptoe so that the net amount paid to Steptoe is the amount due on our statement.

7. *Billing:* Steptoe will send statements to the Client on a monthly basis covering fees and expenses for the prior month. We expect the Client to pay our statements promptly and in any event within 30 days after they are received. Where applicable and at the Client's election, the New York State Fee Dispute Resolution Program and New York Rules of Professional Conduct Rule 1.5(f) require arbitration of fee disputes in civil representations where the amount in dispute is between \$1,000 and \$50,000, to be conducted pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Supreme Court, Appellate Division, 22 NYCRR Pt. 137.

8. *Retainer:* If a retainer is required, it will be applied against fees and charges during the representation, with any amount not applied to such fees and charges to be refunded at the completion of the representation. Applicable bar rules provide that fees and expenses paid in advance of the performance of legal services are to be treated as the property of the client and must be deposited into a client trust account unless the attorney and client agree otherwise. By signing this engagement letter, the Client acknowledges the receipt of the foregoing information and agrees that any advance payment of legal fees and expenses related to this representation shall be treated as the property of Steptoe upon receipt. The Client also agrees that any such advance payment of legal fees or expenses shall be deposited in Steptoe's general operating account to be drawn upon as legal services are performed and expenses incurred. Steptoe will refund any portion of the advance payment that exceeds the total of Steptoe's legal fees and expenses incurred in the representation upon the termination of the representation.

9. *Conflicts and Waiver:* Steptoe represents companies and individuals throughout the United States and internationally, who may have matters in conflict with the Client or one or more of its affiliates. We are undertaking to represent the Client in this matter on the basis of the Client's agreement that during this representation or any future representations that are initiated without a new or amended engagement letter, Steptoe will not be precluded from representing other clients, including, but not limited to, any current or future Steptoe clients who are adverse to the Client or any related entities, in matters not substantially related to the subject of this representation, including representations in negotiations, regulatory matters, litigation, the providing of advice or opinions, ADR proceedings of various kinds or other matters. By retaining Steptoe for this representation,

the Client agrees that it waives any such conflict and will not seek to have Steptoe disqualified as counsel to another client in the event of such adverse matters.

10. *Confidentiality:* Our ethical obligations as lawyers impose stringent rules about protecting the confidentiality of client information, including not only privileged material but other material we obtain during our representation of the Client that is of a confidential nature or that the Client would not want to see disclosed other than with its approval. The conflicts waiver discussed above in no way relieves us of our obligation to protect such information.

11. *Our Own Use of Counsel:* The Client agrees that Steptoe may seek legal advice from internal or external counsel concerning this representation, waives any claim of conflict based on those consultations or related communications, even if adverse to the Client's interests, and acknowledges that such communications are protected by Steptoe's own attorney-client privilege from disclosure to the Client.

12. *Retention of Records:* We will keep the essential records relating to our work for the Client for ten (10) years after we complete our engagement, with the exception of certain kinds of legal instruments that we are required to retain for longer periods of time. If the Client wishes to have such materials retained for a longer time, we can make arrangements to store them for limited periods at the Client's expense and will be glad to furnish information on the cost of doing so. Portions of our records are viewed as client records and the Client may ask at any time to receive copies of these records, which will be made at the Client's expense. If there are large volumes of such materials, we may contract to have the copies made by a contractor retained by us under contract conditions that impose obligations on the contractor personnel to recognize and honor the confidential nature of the materials. In referring to records, we include electronic and "hard copy" records.

13. *Electronic Communications:* Notwithstanding our efforts, modern modes of business communication, including email, mobile telephones and telecopiers, cannot be secured completely to prevent unauthorized access, and therefore involve some risk of disclosure and potential loss of attorney-client privilege. Unless the Client specifically objects to use of those modes of communication, it agrees to accept those risks.

14. *Definitive Agreement:* These Terms and Conditions, together with the engagement letter to which they are attached, set forth the agreed specific terms of our engagement. Those agreed specific terms supersede and survive any inconsistent items that may be contained in "outside counsel guidelines" sent to us by the Client or generic provisions that we are required to "accept" in order to use any electronic billing system for the Client. These terms can be modified only by a written agreement between the individual signatories to the attached engagement letter expressly stating that terms of this specific engagement letter are being changed.

15. *Counterparts:* The engagement letter to which these Terms and Conditions are attached may be executed in two or more counterparts or by facsimile/PDF signature (or both), each of which will be deemed to be an original, but all of which will constitute one and the same agreement.

16. *Choice of Law/Jurisdiction:* These Terms and Conditions, and with the engagement letter to which they are attached shall be governed by, construed in accordance with, and enforced pursuant to the laws of the District of Columbia without regard to principles of conflict of laws. The Client hereby consents to the jurisdiction of the District of Columbia, in connection with any suit, action, or other legal proceeding arising out of this Agreement.