



AGREEMENT

This letter of agreement between the Jeffrey Epstein Foundation, a non-profit entity organized in the U.S. Virgin Islands with a regular place of business located at **XYX**, hereinafter referred to as the "CONTRACTOR" and the Newgrange Consulting Group LLC, an incorporated business entity organized under the laws of the Commonwealth of Massachusetts with a regular place of business located at 43 Charles Street, Suite 3, Boston, MA 02114, hereinafter referred to as the "CONSULTANT", do hereby agree as follows:

1. CONSULTANT will provide public relations, media relations, community relations, public affairs and strategic consulting services for the CONTRACTOR.

Specifically, CONSULTANT shall be responsible for providing the following services on behalf of CONTRACTOR:

Task 1 – Overall branding and image development for the Epstein Foundation;

Task 2 – Assist CONTRACTOR with local press and media relations in conjunction with overall image development;

Task 2 – Assist CONTRACTOR with coordination of local press and media relations tied to CONTRACTOR sponsored events;

Task 3 – Management of community relations and public affairs activities;

Task 4 – Work with CONTRACTOR to develop a public relations/marketing plan to raise awareness of CONTRACTOR'S goals and objectives in the media and with other stakeholder organizations.

2. CONSULTANT shall not be required to perform services on an hourly basis. Delivery of services shall be the sole criteria for CONSULTANT'S responsibilities under Paragraph 1.
3. CONTRACTOR agrees to pay the following sums for the aforementioned services enumerated in Paragraph 1:
 - a. CONTRACTOR shall pay the CONSULTANT for public relations, media relations, community relations, public affairs and strategic consulting services;
 - b. The payment for services referred to in Paragraph 3a will be in the form of a monthly payment as follows:

The CONTRACTOR shall pay the CONSULTANT the sum of \$15,000 on the first of each month beginning August 15, 2010.

- d. CONTRACTOR shall reimburse CONSULTANT for all authorized expenses incurred during this contract including travel, printing, production, etc.
4. CONSULTANT and CONTRACTOR shall have the right to terminate this Agreement upon thirty (30) days written notice.
5. Tax and workers compensation liability: CONSULTANT agrees to hold CONTRACTOR harmless from any and all liability for withholding state or federal income, federal social security or Medicare tax, federal or state industrial accident contributions, and any other employer's tax liability now or subsequently imposed on CONTRACTOR, as may involve CONSULTANT'S business relationship with CONTRACTOR.
6. Waiver of Claims: CONSULTANT waives all claims against CONTRACTOR, which CONSULTANT may now have or may subsequently acquire for unemployment compensation under the laws of the United States or the Commonwealth of Massachusetts.
7. Relationship of the parties. The parties intend that an independent contractor-employer relationship be created by this contract. The conduct and control of the work will lie solely with the CONSULTANT; however, the CONSULTANT shall perform such work in accordance with currently prevailing standards in the community for similar work.

Signed this _____ day of August 2010:

Consultant, Principal
James P. McGee
Newgrange Consulting Group

Signed this _____ day of August 2010:

Contractor, Principal
Jeffrey Epstein
Jeffrey Epstein Foundation

