

Professional Services Contract

THIS AGREEMENT is entered into this **August 20, 2010** by and between **Jeffrey Epstein** based at 6100 Red Hook Quarter Suite B-3 St. Thomas, Virgin Islands 00802 hereinafter referred to as "CLIENT" and Newgrange Consulting Group LLC, an incorporated business entity organized under 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**, pursuant to the provisions of this agreement, is retained by **CLIENT** to provide public relations, media relations, community relations, public affairs and strategic consulting services for the **CLIENT**. See Professional Services Agreement, attached. AGREEMENT OUTLINES DUTIES TO BE PERFORMED.
- 2.) As full and complete payment for **CONSULTANT**'s services and for the discharge of all **CONSULTANT**'s obligations hereunder, **CLIENT** shall pay **CONSULTANT** according to the following schedule:
- 3.) **Fees:** **CLIENT** shall pay the **CONSULTANT** a retainer of Fifteen Thousand Dollars (\$15,000) on the first of each month beginning September 1, 2010 for performance of the services specified in 1, above.
- 4.) **Expenses:** **CONSULTANT** will provide at its own all ordinary and personal items as may be necessary or appropriate to the rendering of the services herein contemplated. **CLIENT** will not be responsible for payment or reimbursement of any fees or expenses of **CONSULTANT**, excepting for those fees and expense items specifically authorized or otherwise set forth in this agreement and as specified in services/work. **CLIENT** will reimburse **CONSULTANT** for all reasonable expenses incurred which are incidental to the services performed hereunder and which have been agreed upon in advance by **CLIENT** and **CONSULTANT**.
- 5.) **Billing and Payment:** Payment of fees and reimbursement for expenses incurred will be made within 15 days after receipt of an invoice by **CLIENT**. First invoice for Fifteen Thousand Dollars (\$15,000) will be submitted no later than September 1, 2010. If expenses are incurred, said expenses will be invoiced no later than thirty (30) days after the last invoice.
- 6.) **Invoices:** All invoices must specify the invoice total and period covered. Expenses must be itemized and substantiated by the attachment of receipts for all expense items.
- 7.) **Employment:** It is understood that **CONSULTANT** is an independent professional contractor and that **CONSULTANT** will not in any event be construed as or hold themselves to be employees of **CLIENT**. It is further agreed that at no time will the **CONSULTANT** or the work efforts of the **CONSULTANT** be under the supervision or control of **CLIENT**, although **CONSULTANT** agrees to comply with all reasonable requests and regulations applicable to any other business invitee of **CLIENT**. It is also agreed that **CONSULTANT**, as an independent contractor, is not restricted to working exclusively for **CLIENT** during the term of the agreement.
- 8.) **Ownership or Work.** Works shall be considered made-for-hire under the United States Copyright Act and, at all stages of development, shall be and remain the sole and exclusive property of **CLIENT**. **CONSULTANT** further agrees to take all actions and execute and deliver all documents requested by **CLIENT** in order to evidence the assignment of **CLIENT**'s rights in and to the Work.

- 9.) **Insurance and Taxes:** CONSULTANT is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Massachusetts. CONSULTANT is also responsible for payment of State and Federal taxes, and any other applicable tax. CONSULTANT is not eligible for any benefits CLIENT may provide for its employees.
- 10.) **Confidentiality:** The parties hereto acknowledge that during the course of CONSULTANT's service to CLIENT pursuant to this agreement, it will become necessary or desirable for CLIENT to disclose to CONSULTANT a substantial amount of CLIENT Proprietary Information. CONSULTANT fully understands that the maintenance of such information in strict confidence and the confinement of its use to CLIENT is of vital importance to CLIENT. CONSULTANT agrees that the information and knowledge divulged to the CONSULTANT by CLIENT or which CONSULTANT acquires in connection with or as a result of CONSULTANT's services hereunder will be regarded by CONSULTANT as confidential.
- 11.) **Records:** CONSULTANT recognizes that all records and copies of records regarding CLIENT's operations, investigations and business made or received by CONSULTANT during the period of this agreement are and will be the exclusive property of CLIENT, and CONSULTANT will keep the same at all times in CONSULTANT's custody and subject to CONSULTANT's control, and will surrender the same to CLIENT immediately upon the request of CLIENT, or upon completion to agreed upon services.
- 12.) **Indemnification:** CONTRACTOR hereby undertakes and agrees to forever indemnify and hold harmless CLIENT, its subsidiaries and officers, agents, and employees the CLIENT, from any and all such losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) arising out of performance of the work under this Agreement and shall pay all damages, judgments, costs, and expenses including attorney's fees in connection with said damages and claims resulting there from. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expense, demand, claims or cause of action arising out of, or caused by the sole negligence of the CLIENT, its subsidiaries or officers, agents, or employees of CLIENT.
- 13.) **Termination:** This agreement is effective on the above date entered into and will terminate upon satisfactory completion of agreed upon services, but no later than three (3) months after the effective date. CLIENT or CONSULTANT may terminate this agreement without cause upon thirty (30) days written notification to the other party at the address shown in this agreement. CLIENT may terminate this agreement immediately upon CONSULTANT's refusal to, or inability to perform under the agreement or CONSULTANT's breach of this agreement. Further, this agreement shall be terminated automatically in the event of CONSULTANT's death. On termination of this agreement, CLIENT's obligation to pay CONSULTANT, except for services already accrued or incurred, will forthwith cease and terminate.
- 14.) **Extension:** If mutually agreeable to CLIENT and CONSULTANT, this agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.
- 15.) **Assignment:** Neither party to this agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

This agreement has been negotiated, executed and delivered in the State of Massachusetts. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Massachusetts.

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

Dated _____, and executed at City of Boston, State of Massachusetts

By: Jeffrey Epstein

By: James P. McGee
President
Newgrange Consulting Group

Signature

Signature

AGREEMENT OUTLINES DUTIES TO BE PERFORMED

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

Task 1 – Overall branding and image development for Jeffrey Epstein;

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

Task 3 – Assist CLIENT with coordination of local press and media relations tied to CLIENT sponsored events;

Task 4 – Management of community relations and public affairs activities;

Task 5 – Work with CLIENT to develop a public relations/marketing plan to raise awareness of CLIENT'S goals and objectives in the media and with other stakeholder organizations.