

Michael C. Miller  
[REDACTED]



1114 Avenue of the Americas  
New York, NY 10036  
[REDACTED]  
www.steptoel.com

August 9, 2018

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], Lesley Groff, and [REDACTED]*, No. 1:17-cv-00616 (SDNY), filed on January 26, 2017 ("Litigation"). This letter updates our agreement of March 13, 2017 to reflect Your agreement concerning our engagement to represent Lesley Groff and [REDACTED] in the Litigation and the joint representation of You, Ms. Groff and Ms. [REDACTED].

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, we also have been engaged by Lesley Groff and [REDACTED] [REDACTED] to represent them in the Litigation. Our agreement to undertake this joint representation of You and Ms. Groff and Ms. [REDACTED] is based upon our understanding that there is no conflict of interest between and amongst You, Ms. Groff and Ms. [REDACTED], and that Your respective interests are aligned in the Litigation. In order to confirm this joint representation, we will need You to sign this letter to consent to the joint representation, and after considering the pros and cons to the proposed joint representation. The main benefit of the joint representation is in terms of cost and efficiency. Typically, the main concern about any joint representation relates to the scenario where one of the clients decides that he no longer wishes joint representation and disengages from the joint representation (this may compromise the attorney client privilege because the former client would have been privy to attorney client communications before he disengaged from the representation). Also, a conflict could arise between You, Ms. Groff and Ms. [REDACTED]. For example, a conflict could arise if one of the clients disagrees about settlement or litigation strategy or if one of the clients has a difference recollection of the facts. By signing below, You are confirming that You are comfortable with being jointly represented in the Litigation.

It may happen in the course of this litigation that conflicts of interest such as those mentioned above arise and make continued joint representation either inappropriate or undesirable. All clients reserve the right, as would this firm, to determine that the joint representation should not go forward. We, of course, would

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notify You promptly in such event and rely on Your assurance (as signified by Your signature below) to do the same. We reserve the right in such event either to withdraw totally from representation in the Litigation or to continue as counsel for You if we conclude that we could appropriately do so.

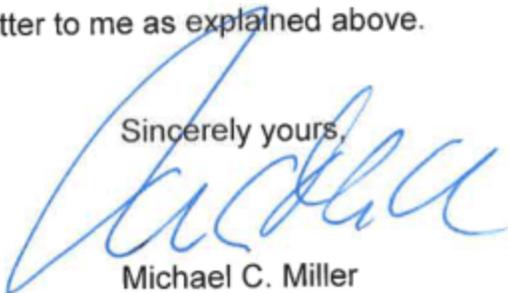
Moreover, as detailed in the *Conflicts and Waiver* paragraph of the attachment, we require a forward-looking waiver permitting Steptoe to represent current or future clients in matters adverse to You on matters that are not substantially related to the subject of this representation.

Sixth, You agree that You will pay Steptoe for our representation of Ms. Groff and Ms. [REDACTED] on the same terms as specified above in connection with our representation of You. You agree that Ms. Groff and Ms. [REDACTED] will not be responsible for the fees and costs of our representation of her, in lieu of Your agreement to pay the same.

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 May 25, 2018**

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. *Client Communication:* The Client's continued attention to this Matter is critical. The Client agrees to respond to communications from Steptoe in a timely manner. Please inform Steptoe in writing of any changes in the name, address, telephone number or e-mail address of the Client entity or the appropriate Client contact, or other relevant changes.

4. *Term of Engagement:* The attorney-client relationship created by this letter terminates when the services sought by the Client have been completed, and in any event terminate upon Steptoe sending the Client 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 activities associated with their collection. Client agrees that the representation can be presumed to have been completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations. In accordance with the Rules of Professional Conduct, Steptoe will continue to protect the confidentiality of Client's information after the engagement has ended.

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 and, where required, subject to leave of court or other relevant tribunal. Steptoe's reasons for terminating this engagement may include, but are not limited to, the Client failing to pay a statement within 30 days after it was rendered; the Client's failure to direct, cooperate with, or respond to Steptoe in a timely manner; or Steptoe's judgment that continuing the representation of the Client could result in a violation of the applicable rules of professional conduct. 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.

5. *Postengagement Developments:* After completion of Steptoe's representation in the Matter, changes may occur in the applicable facts, laws, or regulations that could have an impact upon Client's rights and liabilities. Unless the Client specifically engages us to provide additional legal advice on issues arising after completion of the matter, Steptoe has no continuing obligation to advise the Client with respect to future developments.

6. *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 Steptoe provides after the date of the change.

7. *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, Steptoe charges 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, 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.

8. *Estimate:* If, at the Client's request, Steptoe provides a proposed budget or other estimate of fees and costs that may be incurred in connection with its representation, the Client agrees that no such estimate or budget constitutes a promise or guarantee by Steptoe that the fees and costs due and payable by the Client in connection with this representation will be at or below those estimated or budgeted amounts.

9. *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

Steptoe's statements and will be the Client's responsibility. Steptoe's fees are net of any withholding or similar tax imposed by any jurisdiction in which the Client resides or does business. 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 Steptoe's statement.

10. *Billing:* Steptoe expects to send statements to the Client on a monthly basis covering fees and expenses for the prior month. Steptoe also expects 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.

11. *Retainer:* With regard to any retainer, 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.

12. *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. Steptoe is 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 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.

13. *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 does not change our obligation to protect such information.

14. *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.

15. *Retention of Records:* Certain of our records are viewed as client records ("Client File") and the Client may ask at any time to receive copies of the Client File, which will be made at the Client's expense. Upon completion of a specific representation, the original Client File shall be available to be taken by the Client. Steptoe will be entitled to make copies if it chooses to do so. If the Client does not take possession of the Client File, Steptoe will store the Client File and any additional records relating to its work it deems essential for ten (10) years after it concludes the representation, with the exception of certain kinds of legal instruments that Steptoe is required to retain for longer periods of time. Where the same file, paper or electronic, consists in multiple copies, Steptoe will designate the electronic copy as the official Client File. If the Client has not taken possession of the Client File at the end of the ten-year period, Steptoe may dispose of it without further notice. If the Client indicates its wishes to have the Client File retained for a longer time, Steptoe can make arrangements to store it for limited periods at the Client's expense and will be glad to furnish information on the cost of doing so. If there are large volumes of such materials, Steptoe may contract to have the copies made by a contractor retained by Steptoe under contract conditions that impose obligations on the contractor personnel to recognize and honor the confidential nature of the materials. In referring to records in this paragraph, Steptoe means electronic and "hard copy" records.

16. *Electronic Communications:* It is likely that during the course of this engagement both the Client and Steptoe will use electronic devices and Internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and to transmit documents. Although the use of this technology involves some degree of risk that third parties may "hack into" or otherwise access confidential communications, Steptoe believes and, by signing this letter Client agrees, that the benefits of using this technology outweigh the risk of disclosure.

17. *File Sharing:* Steptoe provides for multiple ways to easily and securely exchange files with clients. In all instances, Steptoe strongly prefers that the Client and Steptoe use one of Steptoe's contracted and secure platforms. Steptoe does not investigate and cannot validate the security of other commercial file share software or Client's in-house file share software.

18. *Definitive Agreement:* These Terms and Conditions, together with the engagement letter to which they are attached, set forth the agreed specific terms of

Steptoe's 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 Steptoe is 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.

19. *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.

20. *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.

21. *Compliance with EU Data Protection Requirements:* Steptoe processes personal data in accordance with the EU's General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws and regulations, as amended or updated from time to time ("Data Protection Legislation"). In accordance with Data Protection Legislation, Steptoe is the data controller for the individuals and purposes referred to herein.

Personal data comprises information relating to members of management, employees or agents of the Client, its advisers or consultants and other individuals involved in the Matter. It will typically be limited to the name, title, gender, date of birth, marital status, bank details, addresses, telephone numbers and email addresses, but may include other information depending on the nature of the Matter. If individuals involved in the Matter fail to provide certain information when requested, Steptoe may not be able to perform the contract it has entered into with the Client (such as providing legal services), or it may be prevented from complying with its legal obligations.

Steptoe processes such data for the purposes of: (i) client due diligence, provision of advice and representation in accordance with its contractual obligations towards the Client, management of the Client's matters and billing; (ii) ensuring that the Client can be contacted and made known to attorneys and other persons with whom Steptoe has relations; (iii) Steptoe's (or a third party's) legitimate interests (to the extent that the interests and fundamental rights of the individuals involved in the matter do not override those interests), for example informing the Client about legal developments and to conduct other marketing activities; and (iv) management of Steptoe's Bar and other legal and regulatory requirements, including its professional liability policy.

Step toe only collects personal data that is adequate, relevant and not excessive for the stated purpose, and that is also accurate and, where necessary, kept up to date. It stores the personal data for the duration of this Agreement. If provided by law or ethical obligations, and subject to the provisions of the this letter relating to retention of records, Step toe may keep certain records for as long as necessary to fulfil the purposes Step toe collected it for (or which may arise at a future date), including for the purposes of satisfying legal, accounting, insurance or reporting requirements. It may retain personal data for longer periods for archival purposes and may access those archives if it has a legal obligation, right, or consent to do so.

Step toe has taken appropriate technical and organizational measures to protect personal data, considering the state of the art and the risks of a data breach. Data may be kept, maintained and processed in computer and/or manual formats. Some data may be stored in a single or multiple private clouds located in the United States, the European Economic Area ("EEA") or in other jurisdictions and managed by a third party service provider.

It may be necessary, in the course of Step toe's activities, to disclose such data to third parties, including: (i) other persons associated with Step toe, its attorneys and employees; (ii) Step toe's professional advisers; (iii) unrelated third parties, such as Step toe's professional liability insurers and parties engaged to perform services on the Client's behalf (for example, other lawyers including foreign lawyers, accountants and trade mark agents); and (iv) third parties who perform administrative and other functions on Step toe's behalf (for example, IT and cyber security services, and audit or quality checks on Step toe's practice). If Step toe engages third parties to process data on the Client's behalf, including outside the United States and the EEA, it will do so in conformity with Data Protection Legislation. In particular, Step toe does not allow its third-party service providers to use the personal data for their own purposes. They may only process the personal data for purposes specified by and in accordance with Step toe's instructions. Step toe may also need to share the personal data of the individuals involved in the matter with a regulator or otherwise to comply with the law. Step toe requires third parties to respect the security of the personal data and to process it in accordance with Data Protection Legislation. Certain categories of personal data may be transferred between Step toe's offices in the EU and its offices in the United States and China in conformity with Data Protection Legislation, including, where applicable, any "adequacy decision" adopted by the European Commission, or other appropriate or suitable safeguards. Details may be obtained from Step toe's contact person identified below.

The terms of this clause do not affect the rights of individuals ("data subjects"), or Step toe's obligations and responsibilities, under Data Protection Legislation.

The rights of data subject rights include the rights to: (i) request a copy of the personal data Step toe holds relating to them; (ii) request correction of inaccurate data; (iii) request erasure of their personal data ("right to be forgotten"), subject to Step toe's right to retain it for legal purposes; (iv) to object to Step toe's use of the personal data for a

defined purpose (e.g. marketing); and (v) subject to conditions, transfer of personal data to another person ("portability"). In the limited circumstances where individuals involved in the matter may have provided their consent to the collection, processing and transfer of their personal information for a specific purpose, they have the right to withdraw their consent for that specific processing at any time. If the data subject wishes to exercise these rights, please contact us.

Steptoe does not envisage that any decisions will be taken using automated means. It will notify the Client in writing if this position changes.

Data subjects have the right to lodge a complaint with a supervisory authority, in particular in the EU member state of their habitual residence, place of work or place of an alleged infringement of Data Protection Legislation.