

LITIGATION RETAINER AGREEMENT

Jeffrey Epstein ("Client") retains and employs Scott J. Link, P.A. in connection with the matter of *Jeffrey Epstein v. Scott Rothstein and Bradley J. Edwards* pending in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Case No. 50-2009-CA-040800XXXXMB-AG (the "Litigation"). Client agrees that, as of November 1, 2017, the law firm of Link & Rockenbach, P.A. shall substitute in and replace Scott J. Link, P.A. and that the terms of this Retainer Agreement shall continue in full force and effect with Link & Rockenbach, P.A. Scott J. Link, P.A. and Link & Rockenbach, P.A. shall be referred to collectively herein as the "Firm."

SCOPE OF REPRESENTATION

The Firm is undertaking to represent Client in the Litigation as co-counsel. This work will include traditional litigation activities to analyze and defend the claim, including discussing strategies and a settlement position, if appropriate, and preparing for and attending trial.

The Firm is not undertaking to represent Client on any other matter. For example, the Firm is not undertaking to advise Client on criminal, personal estate or tax planning matters, financial planning, domestic relations, asset protection or possible claims against other professionals who may be responsible for losses. In addition, the Firm does not give tax advice and does not undertake to advise Client as to the tax consequences of a recovery made in connection with the Litigation. The Firm suggests Client seeks independent tax advice from attorneys or accountants who are familiar with Client's tax situation and who are qualified in tax matters. It will be Client's responsibility to make any tax payments or filings necessitated by the resolution of Client's claim. Any other matters that Client wants the Firm to handle must be the subject of a new discussion and, if appropriate, a separate agreement between the Firm and Client.

The Firm expects to work on the Litigation with the firms of Tonja Haddad, P.A. and Atterbury, Goldberger & Weiss, P.A. ("Co-Counsel"). To promote efficiency and to avoid duplication of work, Client authorizes the Firm to communicate and work with Co-Counsel. Furthermore, Client agrees that the Firm is not obligated to independently analyze legal research and factual investigation performed by Co-Counsel. The Firm is entitled to rely upon the legal research and factual investigation performed by Co-Counsel. The Firm, however, reserves the right to do so in order to meet its obligations before the court. This is a material limitation on the scope of the Firm's work but is one that will help avoid duplicative legal work.

The Firm also expects to share information generated in the Litigation and take direction from Client's General Counsel (Darren K. Indyke, PLLC). Client agrees that the Firm may take direction from and discuss matters with Client's General Counsel.

RETAINER AND EARNED NON-REFUNDABLE FEE

At the time this Retainer Agreement is signed, Client will pay the Firm a retainer in the amount of \$50,000 in the form of a check or money order payable to "Scott J. Link, P.A. Trust Account." The retainer will be kept in the Firm's trust account during the representation and will

be used to pay the Firm's invoices as they become due each month (20 days after an invoice is issued). Client agrees that, within 30 days of each invoice, he will replenish the retainer to bring it back to a \$50,000 balance. At the termination of the Firm's representation in this matter, the retainer will be applied to any outstanding amounts on the final billing. Any remaining balance will be returned to Client. Two of the important aspects of the retainer are that it is not meant to be an estimate of the overall legal fees in the case, and it is meant to be kept in the original amount throughout the representation.

In addition, at the time this Retainer Agreement is signed, Client will pay to the Firm as an earned, non-refundable fee \$50,000 for the Firm's availability in this matter in the form of a check or money order payable to "Scott J. Link, P.A." The earned, non-refundable fee is in addition to and independent of Client's agreement to deposit a retainer and pay the Firm its hourly rates as set forth in this Agreement.

RATES AND BILLING; STAFFING

The Firm's hourly rates are as follows:

Partners	\$750
Associates	\$395
Paraprofessionals	\$225

Hourly rates may be adjusted from time to time (generally once a year) and may change during the course of the Firm's representation.

The Firm's attorneys have varying areas of expertise and amounts of experience. In staffing this matter, the Firm's goal will be to render the best legal services it can in the most efficient manner. To accomplish this goal the Firm may assign different members of its team to perform various services on different matters or different aspects of the same matter. For example, if another lawyer has worked on a particular issue before, he or she may undertake a specific task that does not require comprehensive knowledge of the case.

The Firm will also bill Client for disbursements and other services. The disbursements include such things as filing fees, court reporting fees, certified or registered mail, postage, telephone, copying costs (10¢ per page), teleconference call charges, courier services (at local commercial rate), expedited mail delivery (e.g., Federal Express), travel and meal expenses, trial support and the fees and expenses of investigators and experts, if needed. Where possible, the Firm will have vendors bill Client directly for such costs or the Firm will send Client the bill and request that Client pay the vendor directly. These disbursements are billed on an out-of-pocket basis (or at the rates described in parenthesis above) and will be included on each invoice. The Firm also charges for certain additional services rendered by the Firm, including computerized database access and usage (e.g., Westlaw and other databases) at the suppliers' published rates.

The Firm bills fees and other services on a monthly basis and payment is due within 20 days of Client's receipt of a statement. Client agrees to carefully read all billing statements and promptly notify the Firm, in writing, of any claimed errors or discrepancies, within 15 days from the date of statement. If the Firm does not hear from Client in writing, it is presumed that Client agrees with the correctness, accuracy and fairness of the billing statement.

TERMINATION

If at any time Client wants to terminate the Firm's services, Client must notify the Firm in writing. Likewise, if at any time the Firm finds that it is unable to continue representing Client, the Firm will notify Client in writing. The Firm reserves the right to terminate Client's representation if Client fails to comply with the terms of this fee agreement, if the Firm and Client reach a disagreement over the strategy of the case, or as allowed by the Florida Rules of Professional Conduct, and Client agrees not to contest the Firm's withdrawal from any court or administrative proceeding in such an event. As soon as possible after any such termination, a final statement will be prepared and sent to Client.

FACT GATHERING, USE OF PROFESSIONAL JUDGMENT

The Firm will perform the legal services which it has agreed to undertake on Client's behalf in a professional manner and the Firm will keep Client informed of all material developments in a reasonable and timely manner. To enable the Firm to do this, Client agrees to disclose such facts as are requested and as are reasonably necessary for the Firm to perform the services for which Client has retained it.

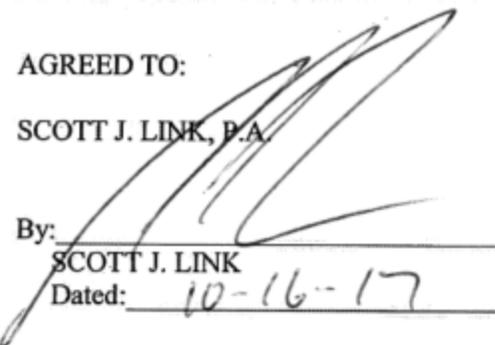
Although the Firm may give Client its professional judgment regarding a matter, as to the likelihood of a favorable outcome on a particular case, the amount of a potential recovery, what a clause in a document says, or whether a particular contract or negotiation will result in the desired outcome, the Firm is never able to guarantee any of these. What the Firm will endeavor to do is to give Client its best judgment in light of the law and the particular facts made known to it.

ELECTRONIC COMMUNICATION

Client authorizes the Firm to use e-mail, cell phones and other wireless devices in place of more traditional methods to communicate with Client and others about this representation. Client acknowledges, however, that there is a risk that third parties may improperly intercept these communications. The Firm will, of course, be sensitive to security considerations and take reasonable precautions against the inadvertent disclosure of confidential information to others. Client acknowledges, however, that the Firm cannot and does not insure against the risk of such intrusions.

AGREED TO:

SCOTT J. LINK, P.A.

By: 

SCOTT J. LINK

Dated: 10-16-17

CLIENT 

By:

JEFFREY EPSTEIN

Dated: 10-13-17

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