

**DARREN K. INDYKE**  
**Darren K. Indyke, PLLC**  
[REDACTED]  
New York, New York 10022  
Telephone: [REDACTED]  
Email: [REDACTED]

April 3, 2019

**VIA Email ([REDACTED])**

Mr. Stephen K. Bannon

Re: Epstein Engagement

Dear Mr. Bannon:

I am writing to confirm and memorialize the arrangement agreed to between us, whereby you and each additional person who executes a Supplemental Signature Page hereto (you and such persons, collectively, the "Consultants") agree to provide certain confidential litigation support services (the "Services") which we have discussed with some specificity and which are outlined generally below.

I have been retained, along with other attorneys, to provide legal advice and other legal services to Mr. Jeffrey Epstein in connection with certain pending and threatened legal proceedings involving Mr. Epstein (the "Legal Proceedings"). The Services relate directly to the Legal Proceedings and the litigation support to be provided by the Consultants in connection with the same.

Mr. Epstein has given authority for me to retain the Consultants to perform the Services, working under my direction and reporting directly to me, and with such Services being essential to my legal work and the legal work of other lawyers acting on behalf of Mr. Epstein in connection with the Legal Proceedings. The Services will be performed in a manner that is adjunct to my legal services and to the legal services of other attorneys acting on behalf of Mr. Epstein in connection with the Legal Proceedings.

In connection with this arrangement, all communications, whether oral, written, electronic, or in any other form, with, by or among any of the Consultants, Mr. Epstein, me, and/or any attorney, agent or employee acting on Mr. Epstein's or my behalf, or with, by or among any of the Consultants, Mr. Epstein, me and/or any witness or potential witness (each, a "Covered Communication" and collectively, "Covered Communications"), shall be deemed to be confidential and covered by the attorney-client privilege, fully protected as attorney work product

and engaged in solely for the purpose of assisting legal counsel in giving legal advice or providing legal services to Mr. Epstein. In addition, all documents, including, without limitation, writings, electronic communications, digital recordings, photographs, audio recordings, video recordings, and any and all other records, documents or data in any form, and all information in whatever form derived therefrom, disclosed to any of the Consultants by Mr. Epstein, me, any attorney, agent or employee working on Mr. Epstein's behalf or on my behalf, or any witness or potential witness (hereinafter referred to as "Covered Material") shall be deemed to constitute confidential, proprietary, privileged attorney-client communications and/or fully protected attorney work product. In the case of work product disclosed, prepared or reflecting communications from legal counsel, such work product shall be deemed to constitute or reflecting the mental impressions of legal counsel for Mr. Epstein.

Each of the Consultants recognizes and acknowledges that the Covered Communications and the Covered Material may include legal memoranda, defensive theories, attorney-client communications, attorney opinion work product, legal strategies, factual and legal strategies, factual and legal arguments, factual research, legal research, statistical analyses, legal, factual, or investigatory methods, factual resources, and information retrieval systems. In addition, all information of a confidential or proprietary nature relating to or reflecting any of the Consultants' methodology, recommendations, techniques, conclusions, and analytical mechanisms for evaluating any of the Legal Proceedings, or any facts, arguments, claims, defenses, strategies, theories, public perception or any other matters in any way related to, arising out of or connected with any of the Legal Proceedings that are disclosed or delivered to any of the Consultants by Mr. Epstein, me, or any attorney, agent or employee acting on behalf of Mr. Epstein or me, shall be deemed Covered Material and confidential information prepared for use in litigation and belonging exclusively to me or Mr. Epstein.

Each of the Consultants acknowledges and agrees that it is being provided access to the Covered Communications and Covered Material solely for the purpose of enabling the Consultants to provide the Services to me, at my direction, to assist me in advising Mr. Epstein and creating attorney opinion work product for purposes of anticipated and pending litigation.

Each of the Consultants agrees not to directly or indirectly market, sell, deliver, transfer, convey, publish, publicize, communicate or otherwise disclose to anyone, without advance written permission from me, the existence, nature or content of any Covered Communications, any Covered Material, or any information gained from the receipt, inspection or examination of any Covered Communication or any Covered Material, including, without limitation, the identities of any persons in any way associated with Mr. Epstein, me or any of the Legal Proceedings, and any information obtained from corporate records, bank records, pictures, tapes, disks, emails, texts, or any other records, documents in any way related to Mr. Epstein, me or any of the Legal Proceedings. Each of the Consultants further agrees not to permit the inspection or examination of any such Covered Communications, any such Covered Material, or any such information disclosed to such Consultant or in any way obtained by such Consultant, without advance written permission from me.

All Covered Communications and Covered Material, including any and all workpapers, records, communications, notes, or other documents derived therefrom, regardless of their nature or the source from which they emanate, shall be held by each of the Consultants solely for the convenience of Mr. Epstein and me and subject to my unqualified right to instruct each

Consultant with respect to the possession and control of the same.

Workpapers, notes, communications, electronic communications, digital recordings, photographs, video recordings, audio recordings and any other records, documents or data of any kind and in any form prepared by any Consultant or under the direction of any Consultant in connection with the Services shall be Covered Material and belong exclusively to me.

As part of the agreement to provide the Services under this Agreement, each of the Consultants will immediately notify me in writing of the occurrence of any one of the following events: (a) the exhibition or surrender of any Covered Communication or Covered Material, or any copy thereof or any information derived therefrom, in a manner not expressly authorized in advance in writing by me (and each Consultant acknowledges that neither such Consultant nor anyone acting under the direction of such Consultant has the right to allow such exhibition or surrender without my express advance written authorization); (b) a request by anyone to examine, inspect, or copy any Covered Communications or Covered Material; (c) any attempt to serve, or the actual service of any court order, subpoena, or summons upon any Consultant which purports to require or has the potential to require the production or disclosure of any Covered Communications or Covered Material. Each of the Consultants will immediately return all Covered Communications and Covered Material, and all copies thereof, to me at my request. The term the "Consultants" includes each Consultant and each officer, director, manager, partner, agent and employee thereof. When referred to in this letter, "Jeffrey Epstein" includes any entity owned or controlled by, or affiliated with, Jeffrey Epstein, and any officer director, manager, partner, shareholder, member, trustee, beneficiary, employee or agent of Jeffrey Epstein or any such entity.

I very much look forward to working together on this matter for Mr. Epstein's benefit.

Very truly yours,

Darren K Indyke

AGREED TO AND ACCEPTED:

By: \_\_\_\_\_  
Stephen K. Bannon

**Engagement Letter Dated April 3, 2019  
by and between Darren K. Indyke, Esq. and Stephen K. Bannon  
Relating to the Epstein Engagement**

**SUPPLEMENTAL SIGNATURE PAGE**

This Supplemental Signature Page is intended to be attached to and is hereby made a part of that certain engagement letter dated April 3, 2019 by and between Darren K. Indyke, Esq. (“Indyke”) and Stephen K. Bannon (“Bannon”) relating to the provision by to Bannon to Indyke of litigation support services with respect to pending and threatened litigation involving Mr. Jeffrey Epstein (the “Engagement Letter”). The undersigned has read, is familiar with and fully understands the provisions of the Engagement Letter. The undersigned has discussed with Bannon and is fully aware of the litigation support services to be provided pursuant to the Engagement Letter. By executing this Supplemental Signature Page, the undersigned hereby agrees to be a Consultant as defined in the Engagement Letter, to provide the Services as defined in the Engagement Letter and explained to the undersigned by Bannon and to comply with and be bound by all of the provisions of the Engagement Letter, including, without limitation, the confidentiality and non-disclosure provisions contained therein.

Dated:

Print Name:

Print Name of Authorized Signatory:

Print Title:

Signature: \_\_\_\_\_