

LAW OFFICES OF GREGORY L. POE PLLC
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June 1, 2016

Via Email

Mr. Jeffrey Epstein
c/o Darren K. Indyke
Darren K. Indyke, PLLC
575 Lexington Avenue, 4th Floor
New York, New York 10022

Privileged & Confidential

Re: Engagement Letter

Dear Jeffrey:

This letter memorializes the terms of your engagement of the Law Offices of Gregory L. Poe PLLC ("Firm"). You have engaged the firm to represent you at an upcoming deposition and, if necessary and appropriate, in federal district court proceedings in responding to a subpoena *duces tecum* under Fed. R. Civ. P. 45 in *Giuffre v. Maxwell*, 1:15-cv-07433 (S.D.N.Y.) ("Rule 45 Matter"), and to research certain specific issues concerning a statute enacted in 2016 that is commonly known as "International Megan's Law" as Darren Indyke and I have discussed ("Research Project"). The scope of the Firm's engagement by you is limited to the Rule 45 matter and the Research Project. Any modification of this letter or the scope of the engagement must be in writing signed by both parties to this agreement.

1. Legal Services Provided: You are engaging the Firm to represent you only in the Rule 45 Matter and the Research Project. The scope of the Rule 45 Matter does not include collateral proceedings, appellate proceedings, or any other collateral issues that may relate to the subpoena *duces tecum*, *Giuffre v. Maxwell*, or any underlying or related matters. The Rule 45 Matter, if you are deposed outside of the Southern District of New York, may require the hiring of local counsel to assist the Firm. My understanding is that you intend to invoke your Fifth Amendment right to remain silent in response to any questions that may be posed at a deposition, and that you intend to invoke your Fifth Amendment right to remain silent with respect to the document requests in the subpoena under the act-of-production doctrine.

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2. Fees: My billing rate is \$700.00 per hour. If necessary in the Firm's judgment, we may draw on the services of other attorneys and professional staff. The hourly rates for attorneys and other professional staff are based on years of experience, specialization in training and practice, and level of professional attainment. No hourly rate would exceed mine in this matter. The Firm adjusts its rates from time to time consistent with professional practice.

3. Costs: It is sometimes necessary for the Firm to incur other charges for items such as travel, lodging, meals, telecommunication expenses (*e.g.*, telephone and fax) and messengers. Similarly, some matters require ancillary services such as photocopying, word processing, computerized legal research, and staff overtime. In order to allocate these charges fairly and keep billable rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on the Firm's statements. Some charges represent out-of-pocket costs, some include an allocation of overhead costs associated with the items, and others include a combination of both factors. It is the Firm's policy to maintain the costs of these items at reasonable levels.

4. Billings: The Firm's invoices generally will be prepared and sent in the first half of the month following the month in which services were rendered and costs advanced. We will send invoices to Mr. Indyke's attention as attachments to emails. Payment is due within 30 days of your receipt of an invoice. If you have any questions concerning anything relating to fees, expenses, or bills, please let us know.

5. Termination: You will have the right to terminate the representation at any time. You agree that the Firm will have the same right subject to an obligation to give you reasonable notice to arrange alternative representation. You also agree that the Firm will be relieved of the responsibility of performing any further work should any statement for fees and/or other charges be unpaid unless we have agreed on special arrangements.

6. Acceptance of Engagement: Your acceptance of this engagement letter constitutes your understanding of and consent to the above terms, conditions, and disclosures.

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Please review the terms of this letter carefully. If you approve, please sign and date this letter in the space provided below and return a copy to me. If you have any questions, please do not hesitate to contact me.

Sincerely,

Law Offices of Gregory L. Poe PLLC

A handwritten signature in black ink that reads "Gregory L. Poe". The signature is written in a cursive, flowing style.

By: Gregory L. Poe

APPROVED AND AGREED:

By: _____
Jeffrey Epstein

Date: June __, 2016

cc: Darren Indyke, Esq.