

August __, 2013

William H. Gates
[Address]

Re: Request for Jeffrey Epstein to engage in negotiations and discussions on behalf of Dr. Boris Nikolic regarding termination of relationships

Dear Bill:

You, William H. Gates (“Mr. Gates”), have specifically requested that the undersigned, Jeffrey Epstein (“Mr. Epstein”), personally serve as the representative of Dr. Boris Nikolic (“Dr. Nikolic”) in discussions and negotiations with Mr. Gates and his representatives and agents, regarding all financial, logistical and other matters (the “Requested Matters”) involving the termination of all of Dr. Nikolic’s employment, business, financial and other relationships with Mr. Gates, Melinda F. Gates, bgC3, LLC, Watermark Estate Management Services, the Bill and Melinda Gates Foundation and all present and former affiliates of each of the foregoing (“Affiliates”). By signing this Agreement, Mr. Gates confirms that Mr. Epstein has advised Mr. Gates that Mr. Epstein is only willing to serve as Dr. Nikolic’s representative in such discussions and negotiations in connection with the Requested Matters on the condition that Mr. Epstein receives full exculpation and indemnification by Mr. Gates from and against any and all claims and liabilities in any way, directly or indirectly, arising out of, relating to, or connected with, the Requested Matters, including without limitation, anything leading up to the date of this Agreement and anything that may hereafter occur. Acknowledging this condition and in order to induce Mr. Epstein to so serve as Dr. Nikolic’s representative in connection with the Requested Matters, Mr. Gates hereby agrees with Mr. Epstein as follows:

1. EXISTING RELATIONSHIPS AND DISCLOSURE OF CONFIDENTIAL AND PROPRIETARY INFORMATION. Mr. Epstein has an existing collegial relationship with Mr. Gates in which Mr. Epstein received confidential and/or proprietary information from Mr. Gates. In addition, Mr. Gates acknowledges that Mr. Epstein also has an existing collegial relationship with Dr. Nikolic in which Dr. Nikolic has sought Mr. Epstein’s counsel regarding matters relating to certain aspects of Dr. Nikolic’s employment, business, financial and other relationships with Mr. Gates and Mr. Gates’s Affiliates, and that in connection therewith, either at the direction of Mr. Gates or with Mr. Gates’s full knowledge and consent, Dr. Nikolic has disclosed certain confidential and proprietary information of Mr. Gates and Mr. Gates’s Affiliates to Mr. Epstein. Mr. Gates hereby acknowledges and agrees that the prior disclosure to Mr.

Epstein of any and all confidential and proprietary information of Mr. Gates and/or any of Mr. Gates's Affiliates did not violate any legal or contractual obligation of any party who disclosed the same to Mr. Epstein. Mr. Gates also hereby consents and agrees that Dr. Nikolic may hereafter disclose to Mr. Epstein any and all confidential or proprietary information concerning Mr. Gates and Mr. Gates's Affiliates that Dr. Nikolic or Mr. Epstein may deem necessary to enable Mr. Epstein to fully and properly serve as Dr. Nikolic's representative in connection with the Requested Matters, provided that Mr. Epstein hereby agrees to use the same only for such purposes and to maintain the confidentiality of such information.

2. ACKNOWLEDGEMENTS AND WAIVER OF CONFLICT OF INTEREST. Mr. Gates acknowledges that he expressly requested that Mr. Epstein serve as Dr. Nikolic's representative in discussions and negotiations with Mr. Gates and Mr. Gates's agents and representatives in connection with the Requested Matters with full knowledge of Mr. Epstein's existing relationship with Dr. Nikolic and of Mr. Epstein's prior receipt of confidential and proprietary information concerning Mr. Gates and his Affiliates. Mr. Gates acknowledges and agrees that in serving as Dr. Nikolic's representative, Mr. Epstein may receive confidential or proprietary information from Dr. Nikolic that is unknown to Mr. Gates or any of his agents or representatives, and that Mr. Epstein will be under no obligation to share such information with Mr. Gates or any of his agents or representatives, even though knowledge of such information might be beneficial to Mr. Gates or Mr. Gates's Affiliates in negotiations regarding the Requested Matters. Mr. Gates further acknowledges that in serving as representative to Dr. Nikolic, Mr. Epstein may take positions that are inconsistent with or adverse to the best interests of Mr. Gates and/or Mr. Gates's Affiliates. With full knowledge of the foregoing, knowledge of Mr. Epstein's possession of confidential and proprietary information concerning Mr. Gates and Mr. Gates's Affiliates, and knowledge of the likelihood that other conflicts, whether or not expressly stated herein, exist with respect to Mr. Epstein's so serving as Dr. Nikolic's representative, Mr. Gates hereby consents to Mr. Epstein's so serving as Dr. Nikolic's representative and expressly waives any and all conflicts of interest that may arise in connection with the same.

3. GENERAL RELEASE. Mr. Gates, for and on behalf of himself and each of his Affiliates, hereby fully and irrevocably releases Mr. Epstein, each related entity owned or controlled by Mr. Epstein, and each member, manager, partner, director, officer, employee, representative or other agent thereof acting in a representative capacity for Mr. Epstein or any such related entity, of and from any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, costs, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether direct, derivative, individual, representative, legal, equitable, or of any type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law, for, upon or by reason of any matter, cause,

or thing whatsoever in any way relating to, involving, referring to, arising out of, or based upon, directly or indirectly, any actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters or things whatsoever, or any series thereof, existing or occurring at any time from the beginning of the world through the day of the date of this Agreement.

4. DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND GUARANTEES. Mr. Gates, for and on behalf of himself, and for and on behalf of his Affiliates, hereby acknowledges and agrees as follows:

(a) Mr. Epstein has no authority to, nor shall Mr. Epstein bind Mr. Gates, or any of his Affiliates, in contract or otherwise, or make any decisions or take any actions whatsoever on behalf of Mr. Gates or any of his Affiliates in connection with the Requested Matters, and Mr. Epstein is not serving in any representative or fiduciary capacity whatsoever to, for or on behalf of Mr. Gates or any of his Affiliates in connection with the Requested Matters or otherwise.

(b) The use of any and all information and materials obtained from Mr. Epstein in connection with the Requested Matters is at the sole risk of Mr. Gates and his Affiliates, and each of Mr. Gates and each of his Affiliates assumes the full risk and responsibility for any and all actions and decisions taken, or omitted to be taken, by or on behalf of Mr. Gates or such Affiliates with respect to any and all information and materials obtained from Mr. Epstein in connection with the Requested Matters.

(c) Mr. Epstein hereby expressly disclaims all representations, warranties, and guarantees with respect to all information and materials provided by Mr. Epstein in connection with the Requested Matters, whether express or implied or statutory, including, but not limited to, the implied warranties of fitness for a particular purpose and of accuracy.

(d) Mr. Epstein will not under any circumstances be liable to Mr. Gates or any of his Affiliates for any loss that Mr. Gates or any of his Affiliates may claim or incur as a result of any decisions or actions taken, or omitted to be taken, with respect to any and all information or materials obtained by Mr. Gates or any of his Affiliates in connection with the Requested Matters.

(e) In no event shall Mr. Epstein be liable for any injury, or any incidental, special, indirect or consequential damages whatsoever, arising out of or related to the use of or failure to use any information or materials provided in connection with the Requested Matters, however caused, regardless of the theory of liability (contract, tort or otherwise), and even if Mr. Epstein has been advised of the possibility of such damages.

5. INDEMNIFICATION.

(a) **Indemnity.** Mr. Gates agrees to indemnify and defend Mr. Epstein and hold Mr. Epstein harmless from and against any and all past, present and future claims, demands, rights, liabilities, losses, obligations, duties, damages, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, costs, actions, potential actions, causes of

action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether direct, derivative, individual, representative, legal, equitable, or of any type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law, in any way, directly or indirectly, heretofore or hereafter arising out of, relating to, or connected with, the Requested Matters (“Indemnified Claims”).

(b) **Notice of Claim for Indemnity.** Mr. Epstein shall advise Mr. Gates of any such Indemnified Claims promptly after Mr. Epstein’s receipt of notice thereof, and shall specify, to the extent known, the facts constituting the basis therefor and the amount asserted to be owed with respect to the same; provided, however, that Mr. Epstein’s indemnification, defense and hold harmless rights hereunder shall not be limited by Mr. Epstein’s failure to promptly advise Mr. Gates of any such Indemnified Claims, except to the extent that Mr. Gates is materially prejudiced by such failure.

(c) **Coverage of Indemnity.** The coverage of the indemnification, defense and hold harmless obligations and rights provided for in this Section 5 includes, without limitation, Indemnified Claims in connection with claims, causes of action or liabilities asserted against Mr. Epstein by any of Mr. Gates and/or any of his Affiliates arising out of, relating to, or connected with, the Requested Matters.

(d) **Defense of Indemnified Claims.** Mr. Gates may, at his option, assume and take over the control of the defense and settlement of any Indemnified Claim, at his sole cost and expense with counsel of his choice (subject to any reasonable objections to such choice of counsel asserted by Mr. Epstein); provided, however, that Mr. Gates shall not be entitled to assume or control the defense of any Indemnified Claim if the interests of Mr. Epstein, on the one hand, and of Mr. Gates and/or any of his Affiliates, on the other hand, with respect to such Indemnified Claim are in conflict with one another and, as a result, one firm or attorney could not ethically or legally represent both the interests of Mr. Epstein and the interests of Mr. Gates and/or such Affiliates, in connection with the defense or settlement of such Indemnified Claim (a “Conflicting Claim”). If Mr. Gates assumes the defense or settlement of an Indemnified Claim in accordance with the provisions of this Section 5(d), Mr. Epstein may participate in the defense or settlement thereof, at Mr. Epstein’s sole expense through counsel chosen by him. Mr. Gates agrees that Mr. Epstein shall have the right to be consulted in connection with the defense or settlement of any Indemnified Claim assumed by Mr. Gates in accordance with the provisions of this Section 5(d), and that, in all events, the control of the defense and settlement of any Indemnified Claim assumed by Mr. Gates in accordance with the provisions of this Section 5(d) shall be subject to the mutual agreement of Mr. Epstein and Mr. Gates. Mr. Epstein may not pay, settle or compromise any Indemnified Claim for which Mr. Epstein seeks recovery under this Section 5 without Mr. Gates’s prior written consent. Mr. Epstein and Mr. Gates shall act towards each other in good faith and reasonably cooperate with each other in responding to, defending against, settling or otherwise dealing with any Indemnified Claim. Any settlement of an Indemnified Claim shall contain an unconditional release of such claim against Mr. Epstein.

6. NOTICES. All notices, requests, permissions or other communications which either party hereto may be required or desire to give to the other party hereto under this Agreement must be in writing and sent by (a) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, (b) telecopy, facsimile or email (with a copy sent by first class U.S. certified or registered mail, return receipt requested, with postage prepaid), or (c) express mail or courier (for either same day or next business day delivery). A notice or other communication sent in compliance with the provisions of this Section 6 shall be deemed given and received on (x) the fifth (5th) business day following the date it is deposited in the U.S. mail, (y) the date of confirmed transmission to the intended recipient if sent by facsimile, telecopy or email (provided that a copy thereof is sent by mail the same day in the manner provided in clause (b) above), or (z) the date it is delivered to the other party's address if sent by express mail or courier.

All notices, requests, permissions and other communications to Mr. Epstein shall be addressed to:

Mr. Jeffrey Epstein
6100 Red Hook Quarter, B3
St. Thomas, USVI 00802
Facsimile No.: (340) 775-2528

with a copy to (which shall not constitute notice to Mr. Epstein):

Darren K. Indyke, Esq.
Darren K. Indyke, PLLC
[REDACTED]
[REDACTED]
[REDACTED] 8
email: [REDACTED]

All notices, requests, permissions and other communications to Mr. Gates shall be addressed to:

with a copy to (which shall not constitute notice to Mr. Gates):

Any party hereto may designate another addressee or change his address for notices and other communications hereunder by a notice given to the other parties hereto in the

manner provided in this Section 6.

7. MISCELLANEOUS.

(a) **Governing Law.** This Agreement and any disputes hereunder shall be governed by, and construed and enforced in accordance with, the laws of the United States Virgin Islands, other than principles of law that would apply the law of another jurisdiction.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, agreements, representations and warranties by or between the parties hereto or their affiliates, written or oral, with respect to such subject matter.

(c) **Amendment.** This Agreement may not be amended, modified or supplemented other than in writing signed by the parties hereto.

(d) **Waiver.** Any waiver of any provision hereof must be in writing and shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(e) **Binding Effect; Assignability.** The provisions of this Agreement shall survive the death, disability or incompetency of Mr. Gates. This Agreement is binding on Mr. Gates, individually, and on his successors, assigns, estate, heirs and personal representatives. This Agreement (including the rights and obligations hereunder) shall not be assignable by any party hereto except with the prior written consent of the other parties hereto.

(f) **Severability.** If any of the covenants, terms, conditions or provisions of this Agreement are held invalid for any reason, such invalidity shall not affect the other covenants, terms, conditions and provisions hereof which can be given effect without the invalid covenant, term, condition or provision, as the covenants, terms conditions and provisions of this Agreement are intended to be and shall be deemed severable.

(g) **Counterparts; Delivery.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart hereof or by e-mailing a PDF version of a signed signature page or counterpart hereof, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart hereof.

(h) **Costs of Litigation.** In any action or other proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive, and the non-prevailing party shall pay, the prevailing party's costs and expenses of such action or other proceeding, including, but not limited to, the costs of investigation and the reasonable

attorneys fees and disbursements paid or incurred by the prevailing party in respect of such action or other proceeding. The prevailing party shall be entitled to an award of such costs and expenses in addition to any and all other relief granted or awarded to the prevailing party in such action or other proceeding.

(i) **Construction.** This Agreement shall be deemed to have been prepared, and negotiations shall be deemed to have occurred in connection with such preparation, pursuant to the joint efforts of all of the parties to this Agreement. This Agreement therefore shall be construed simply and fairly and not strictly for or against any party to this Agreement.

If you are in agreement with the foregoing, please sign, date and return one copy of this Agreement.

Very Truly Yours,

JEFFREY EPSTEIN

Agreed to and Accepted this
___ day of August, 2013:

WILLIAM H. GATES