

Boies Schiller & Flexner LLP
575 Lexington Avenue, 7th Floor
New York, NY 10022
USA

11 July 2017

Letter of Engagement

1. This Letter of Engagement sets out the terms whereby Boies, Schiller & Flexner LLP (hereafter "**the Firm**") is engaging B.C. Strategy UK Ltd, a limited company incorporated in England and Wales (registered number: 0815397, hereinafter "**Black Cube**"), on behalf of a client, (hereafter "**the Client**"). This letter explains the research process and scope of the litigation support services to be provided to the Client, and attached to it you will find our Terms and Conditions, which shall be considered as a part of this letter.

General

2. B.C. Strategy UK Ltd is a business intelligence and strategic consultancy firm based in London, Tel-Aviv and Paris. The company, owner of the Black Cube brand in Israel, USA, UK, European Union, Hong Kong, Australia and other countries, specializes in finding tailored solutions to business challenges by gathering high quality intelligence and providing its clients strategic consultancy and guidance. The firm specializes in delivering end-to-end research into corporations, individuals and product markets.
3. Black Cube is a select group of veterans of elite units in the Israeli intelligence community, combined with financial and legal experts. Our team comes from a well-established intelligence background in the fields of information gathering, analysis and research, as well as various legal and financial backgrounds and field operations. The team's unique background, together with the cutting-edge methodology developed by Black Cube, was the reason we were retained to untangle complex business environments and legal cases for many multi-national clients. Black Cube regularly supplies services for a variety of international corporates and law firms.
4. Black Cube is willing to provide business intelligence services to the Client in accordance with the work plan suggested below, and hereby warrants that all information collected during the project and all other action taken or directed by Black Cube will be obtained in confidence and by legal means and in compliance with all applicable laws and regulations. In accordance, all operations are subject to the law in all relevant jurisdictions.



5. All of Black Cube's operational methodologies have been approved by K&L Gates, BCL Burton Copeland and Gross, Kleinhandler, Hodak and Co. (top-tier law firms in the US, UK and Israel respectively).
6. Furthermore, Black Cube seeks advice and guidance from top tier law firms in any other jurisdiction in which we operate, in order to ensure full compliance to local laws and regulations, specifically with regard to privacy and data protection.

Objectives

7. The primary objectives of the project are:
 - a) Provide intelligence which will help the Client's efforts to completely stop the publication of a new negative article in a leading NY newspaper (hereinafter "**the Article**");
 - b) Obtain additional content of a book which currently being written and includes harmful negative information on and about the Client (hereinafter "**the Book**").
8. Of course, any other specific request or requirement from the Client will be taken into consideration.

The Research Team

9. For the Duration of the project, Black Cube will allocate a dedicated team of expert intelligence officers that will operate in the USA and any other necessary country:
 - a) A project manager with specific experience in managing similar business intelligence projects. The project manager will be in charge of building the research plan, managing the team, allocating resources, scheduling, and presenting results to the Client.
 - b) Intelligence analysts – experts in web-based data gathering and database access, social networks and pattern analysis.
 - c) A full-time agent by the name of "Anna" (hereinafter "**the Agent**"), who will be based in New York and Los Angeles as per the Client's instructions and who will be available full time to assist the Client and his attorneys for the next four months, commencing on the date of this Letter of Engagement. Said Agent can utilize the services of [REDACTED] of Black Cube as the coordinator. .
 - d) An investigative journalist as per the Client request (hereinafter "**the Journalist**").
 - e) Avatar Operators – experts in relevant media analysis and relations, in all available social networks.
 - f) Linguists – for all relevant languages including English.
 - g) Operations experts with extensive experience in social engineering.



- h) In house legal advisor – for advice on the legality of collection methods and operations; focusing on privacy, data protection, and database access.
10. The team is supported by our board of directors and advisors – businessmen in key positions in Israel and abroad and former heads of the Israeli intelligence forces, all of whom contribute from their vast experience and worldwide connections.

Schedule and Fees

11. The final report will be provided within four (4) months from 10 July 2017, i.e. by November 10, 2017. However, due to the urgency of the project, Black Cube will utilize its blitz methodology in order to allocate additional resources in the beginning of the project.
12. Regular updates, delivered in face to face meetings with the firm and client along with written status reports, will be given to the Firm and Client to present findings and discuss further directions.
13. Relevant information will be provided to the Firm and Client as it becomes available.
14. The price for this project will be USD\$200,000, to be paid in four equal tranches of \$50,000, inclusive of all costs (i.e. databases and software licenses, flights, travel, computers and special accessories, and out of pocket expenses) (hereinafter “**the Retainer**”). The Client will not bear any additional expenses unless agreed upon in advance. The Client has caused to be paid, on July 10, 2017, \$50,000 of the \$190,000 Settlement Sum (as such term is defined in the Settlement Agreement, dated as of the date hereof, between Black Cube and the Firm, acting on behalf of the Client). \$100,000 of the Settlement Sum shall be paid to Black Cube upon the signing of this Engagement Letter and the remaining \$40,000 of the Settlement Sum shall be paid to Black Cube within 10 days of the signing of this Engagement Letter. The first tranche of the Retainer (\$50,000) shall be paid by August 10, 2017. The remaining three tranches of the Retainer (each of \$50,000) shall be paid on September 10, 2017, October 10, 2017 and November 10, 2017.
15. On, or within 10 days of, the date hereof, the Client shall pay Black Cube a refundable, lump sum amount of \$40,000 for the services of the Journalist. The Journalist’s assignment is to conduct 10 interviews per month over a four month period, commencing on the date hereof, of interested persons. Black Cube shall promptly report to the Client the results of such interviews by the Journalist. If such interviews are not so conducted, then such \$40,000 shall be repaid by Black Cube to the Client immediately after the expiration of such for month period; provided that, such refund shall not need to be made if Black Cube is fully successful in achieving all of its other objectives, tasks and mandates pursuant to this LoE.

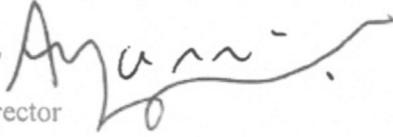


16. In the event in which Black Cube provides intelligence which will directly contribute to the efforts to completely stop the Article from being published at all in any shape or form, Black Cube will be paid a success fee of USD\$300,000.
17. Furthermore, in the event in which Black Cube succeeds in achieving the other half of the Book's content (approximately 250 pages in total) in readable book and legally admissible format (and not just based on interviews or recordings but the actual Book), Black Cube will be paid, an additional success fee of USD\$50,000.
18. If none of the objectives set forth above are achieved by Black Cube within four months of the date hereof, then Black Cube will provide its services to achieve those objectives for another month at no charge or fee.
19. Black Cube also hereby covenants and agrees with the Firm that it shall deliver (in the most professional and discreet manner) to the Firm, on behalf of the Client, all transcripts, recordings, tapes and other materials prepared, collected or made by or on behalf or of Black Cube for the benefit of the Client pursuant to this Letter of Engagement immediately as they become available (and in no event later than 3 business days after they become available) in readable and legally admissible format, whether or not there is any dispute then pending between the Client and Black Cube or otherwise
20. The payment of the success fees will be independent from, and in addition to, any other fee paid according to this agreement.
21. This Letter of Engagement supersedes all prior agreements, written or otherwise, between the parties (including, in particular, the Letter of Engagement, dated October 24, 2014, between Black Cube and the Firm, acting on behalf of the Client (hereinafter "**the Original LoE**") and the Client, whether written, oral or otherwise) and Black Cube acknowledges and agrees that it is not and will not be entitled to any fees (whether success fees or otherwise, whether pursuant paragraphs 16 through 18 of the Original LoE or otherwise) or costs under the Original LoE.
22. We agree that Black Cube will solely look to the Client and not the Firm for payment of any amounts due under this engagement and shall hold the firm harmless from any costs arising out of this engagement.

We are looking forward to working with you on this opportunity. I firmly believe that Black Cube's high-level intelligence capabilities will enable us to deliver to you the desired results of this case.

With kind regards,

Dr Avi Yanus, Director



Encl.

I agree to the terms of this letter and the BC Strategy UK Ltd. Terms and Conditions on behalf of the

Client - Boies Schiller & Flexner LLP

Name: David Boies

Signed:



Date:

July 11, 2017