

Dear Taxpayer:

Thank you for choosing Deloitte Tax LLP ("Deloitte Tax" or "our") to provide individual income tax return preparation (the "Services") for the 2018 tax year. The Deloitte Tax Services that are the subject of this engagement letter ("Engagement Letter") along with the fees for those Services will be performed as detailed herein, in accordance with the applicable professional standards and subject to the General Business Terms attached to and a part of this Engagement Letter. You ("you" as used hereinafter in this Engagement Letter represents you and your spouse and/or domestic partner, as applicable (individually or collectively) ("Client")) are responsible for evaluating and accepting the adequacy of our Services. Accompanying this Engagement Letter is your organizer will help you organize your information for submission to Deloitte Tax. We will rely on the information you furnish to us to perform our Services outlined herein.

SCOPE OF SERVICES

Federal, State and Other Requested Income Tax Returns – Deloitte Tax will prepare, from information that you furnish to Deloitte Tax, your 2018 federal income tax return and resident state income tax returns. In addition, Deloitte Tax has been engaged to prepare nonresident state returns for states where you travelled.

ORGANIZING AND SUBMITTING YOUR TAX INFORMATION

2018 Income Tax Organizer – Deloitte Tax has provided you access to our internet-based Global Advantage Organizer (see separate access instructions) to assist you in assembling your 2018 income tax information.

Completing the Organizer – The Organizer provided to you contains instructions and worksheets designed to assist you in gathering the relevant tax information necessary for Deloitte Tax to prepare your tax returns. Please visit the Deloitte Tax website at www.deloitte.com/us to review Deloitte Tax's on-line publication, *The Essential Tax and Wealth Planning Guide*. You should only complete those schedules that are applicable to your situation for the 2018 tax year.

Timely Submission of Your Tax Information – Early submission of your personal data will help Deloitte Tax serve you in a timely manner. Although your Federal Form 1040 is not due until April 15, 2019, Deloitte Tax should receive your tax information no later than the due date communicated to you in order that Deloitte Tax will have sufficient time to prepare your returns. Deloitte Tax understands that some of your information may be outstanding until late March or early April. However, Deloitte Tax would appreciate your returning your tax information within the indicated time frame even if there are missing items, as this will help Deloitte Tax provide you with our high-quality service. The early submission of data will also assist Deloitte Tax in preparing extension requests, if necessary, and identifying additional returns that may need to be completed, such as additional state returns, gift tax returns, and trust returns. Deloitte Tax may adjust the deadlines set forth in the Organizer in certain jurisdictions in order to meet earlier deadlines in such jurisdictions.

In the event you do not timely submit your information, Deloitte Tax reserves the right to unilaterally terminate our engagement to prepare your returns.

Completeness and Accuracy of Your Information – In preparing each of your returns, Deloitte Tax will rely on the information that you are supplying to be accurate and complete to the best of your knowledge. Deloitte Tax's procedures in connection with the preparation of your income tax returns do not include any procedures designed to discover errors or other irregularities in the information you provide to Deloitte Tax, should any exist. Although Deloitte Tax may need to ask you for clarification of some of the information you provide, Deloitte Tax will not audit or otherwise verify the data you submit. You have the ultimate responsibility for the accuracy of your return; therefore, you should review each return carefully before you sign and file it.

Third Party Designation – Your federal income tax and certain state returns include a “Third Party Designee” section by which you can authorize your Deloitte Tax advisor to provide to the Internal Revenue Service (“IRS”) any information that is missing from your return, call the IRS for information about the processing of your return, and/or respond to certain IRS notices. Please advise Deloitte Tax by completing this question on the Organizer if you wish to authorize Deloitte Tax to perform these limited tasks on your behalf.

Electronic Filing – As certain tax return preparers are required to electronically file individual and fiduciary income tax returns, Deloitte Tax will be required to electronically file your 2018 federal income tax return if it is eligible to be electronically filed. Also, many states permit electronic filing of personal income tax returns and some states require electronic filing of personal income tax returns by tax return preparers. When electronic filing is utilized, you will be provided an electronic version or paper copy of the return in advance for approval prior to electronic filing. Upon receipt of your signed approval, Deloitte Tax will transmit the electronic file to the IRS [and state authorities as required] without modification other than as necessary to resolve diagnostic or other errors generated as a result of the transmission. The receipt of your signed approval will be deemed by Deloitte Tax as authorization by you to transmit your electronic file. You retain responsibility for compliance with any electronic funds transfer requirements that may apply to the payment of applicable taxes.

Documentation Requirements – Documentation of business expenses, charitable contributions, passive activity hours, and auto mileage is crucial to claiming and sustaining deductions for these items. If you are unclear about the appropriate documentation requirements or believe that your documentation may be incomplete, please discuss the matter with your Deloitte Tax advisor so that you may better understand the requirements and benefits of timely documentation and thereby avoid exposing yourself to possible penalties.

Foreign Bank Account Reporting – If you have foreign bank accounts, investment accounts, partnerships or similar assets, or if you have signature or similar authority over these types of accounts or investments (whether owned by you or by others), you may have to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts. The requirement to file Form 114 is in addition to any disclosures that may be required in your federal income tax return. While this form continues to be separate from the income tax return filing, it must be received by the Department of Treasury by April 15th, with an automatic extension available until October 15, 2019, similar to the due dates for the income tax returns. The Services that are the subject of this Engagement Letter include the preparation of Forms 114. The Forms 114 will be prepared by Deloitte Tax based on information you provide to Deloitte Tax.

Additional Foreign Accounts and Foreign Assets Reporting – Form 8938, Statement of Specified Foreign Financial Assets, is an additional foreign asset reporting requirement. Form 8938 reporting is in addition to other filing requirements with respect to foreign assets and accounts for which you may have an interest or signature authority. The Organizer provided will include questions to allow us to analyze whether you may be required to report. If Deloitte Tax believes you may have a reporting requirement, Deloitte Tax will contact you to gather additional information.

OTHER MATTERS

Tax Positions, Potential Penalties, Taxing Authority Audits – In accordance with our professional standards, while in the course of performing our Services should Deloitte Tax become aware of tax return positions for which either you or Deloitte Tax may be subject to potential penalties by taxing authorities, Deloitte Tax will discuss with you these positions including how any such penalties may be avoided through adequate disclosures to taxing authorities. You should be aware that as a tax return preparer, Deloitte Tax may be required to satisfy disclosure requirements that may exceed those applicable to you. In those instances where Deloitte Tax is aware of tax return positions that may trigger an accuracy-related and prepare penalty under Internal Revenue Code (“IRC”) sections 6662 or 6694 (or comparable state provisions), Deloitte Tax will include in the returns we prepare the disclosures necessary to avoid such penalties.

Our Services do not include representation of you in administrative taxing authority proceedings. However, Deloitte Tax would generally be willing to represent you in such proceedings for an additional fee that is mutually agreed upon. Because of the lack of clarity in the law, Deloitte Tax cannot provide assurances that the positions asserted by taxing authorities will not ultimately be sustained which could result in the assessment of potential penalties.

In addition, you should be aware that certain transactions have been designated as reportable transactions by the IRS and certain states. Participating in such reportable transactions requires certain additional tax return disclosures and failing to make such disclosures will result in the imposition of substantial penalties. Our Services do not include reviewing your 2018 activity to determine the applicability of reportable transaction disclosure requirements. As such, Deloitte Tax will not be responsible for any penalties resulting from your failure to make any reportable transaction disclosures. You have responsibility to ensure that reportable transaction disclosures, if any, are included in your tax returns.

CONSENT FOR DISCLOSURE OF TAX RETURN INFORMATION

In order to comply with IRS regulations addressing the disclosure of tax return information outside of the United States, attached for your [and your spouse's] signature is a required "Consent to Disclosure of Tax Return Information." Deloitte Tax often uses the services of our wholly-owned subsidiaries, Deloitte Tax Services India Private Limited, Deloitte Tax India Projects LLC and Deloitte Tax Overseas Projects LLC, located in India, to provide important [tax](#) return preparation assistance in connection with tax return preparation engagements, as well as the services of other member firms of Deloitte Touche Tohmatsu Limited to provide administrative, infrastructure and other technology support services in connection with our tax return preparation engagements. If you have not done so already, it is requested that you [and your spouse] consent to such disclosure by signing and dating the consent and returning the completed consent to Deloitte Tax. In the absence of this consent, Deloitte Tax in some circumstances, may decline to provide you with Services. Please contact me should you have any questions regarding this consent.

ACCEPTANCE

This Engagement Letter, together with the General Business Terms attached hereto, constitutes the entire agreement between you and Deloitte Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of you and Deloitte Tax. By entering into this Engagement Letter, you agree to the provisions of this Engagement Letter, including but not limited to the General Business Terms, which are incorporated herein by reference.

By completing and submitting the information requested in the Global Advantage Organizer, you are agreeing to this Engagement Letter and the attached General Business Terms, which are incorporated herein by reference, as well as receipt of the attached Privacy Notice. As indicated above, Deloitte Tax reserves the right to decline providing services under this Engagement Letter if you [and your spouse] do not provide an executed consent to disclose tax return information.

Thank you for giving Deloitte Tax the opportunity to serve you. Should you have any questions regarding the Services, please reach out to us at gesteam@deloitte.com

Very truly yours,
Viraj Malhan

DELOITTE TAX LLP GENERAL BUSINESS TERMS

1. Contract and Parties.

(a) The engagement letter and any appendices and exhibits other than these General Business Terms ("Engagement Letter") issued by Deloitte Tax LLP ("Deloitte Tax") and addressed to the Client and these General Business Terms (together, the "Contract") constitute the whole agreement between the Client and Deloitte Tax in relation to the services, delivered work product (including Advice as defined below) described in the Contract to be provided by Deloitte Tax (the "Services") and Deloitte Tax's responsibilities for providing the Services. Deloitte Tax may terminate this Contract in whole or in part, with immediate effect upon written notice to the Client. Capitalized terms not defined in these General Business Terms shall have the meaning given to them in the Engagement Letter.

(b) The Contract is between the Client and Deloitte Tax. For the purposes of the Contract:

"Client" shall mean the individual(s) specified in the Engagement Letter.

"Advice" shall mean all advice, opinions, reports and other work product in any form (including Deliverables) provided by or on behalf of Deloitte Tax and/or its Subcontractors as part of the Services.

"Deliverables" means any and all tangible work outputs of the Services to be delivered by Deloitte Tax as part of the Services, including written returns, reports, documents and other materials.

(c) Deloitte Tax may subcontract any Services under the Contract to any other Deloitte Entity and/or to any other third party whether within or outside of the United States (collectively "Subcontractor"). The Client's relationship is solely with Deloitte Tax as the entity contracting to provide the Services. Each party is an independent contractor and neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner, or representative.

(d) Deloitte Tax remains responsible to the Client for all of the Services performed or to be performed under the Contract, including Services performed by its Subcontractors. Accordingly, to the fullest extent possible under applicable law (i) none of the Deloitte Entities (except Deloitte Tax) will have any liability to the Client; and (ii) the Client will not bring any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with the Contract against any of the Deloitte Entities (except Deloitte Tax).

(e) "Deloitte Entities" means Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL"), its member firms and their respective subsidiaries and affiliates (including Deloitte Tax), their predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees, subcontractors (including the Subcontractors) and agents of all such entities. Neither DTTL nor, except as expressly provided herein, any member firm of DTTL, has any liability for each other's acts or omissions. Each member firm of DTTL is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names; and services are provided by member firms or their subsidiaries or affiliates and not by DTTL.

2. Responsibilities of the Client and of Deloitte Tax

(a) Responsibilities of the Client

The Client shall cooperate with Deloitte Tax and its Subcontractors in connection with the performance of the Services. The Client shall be responsible for the performance of third parties retained by the Client, for the timeliness, accuracy and completeness of all data and information (including all financial information) provided to Deloitte Tax and its Subcontractors by or on behalf of the Client and for the implementation of any Advice provided. Deloitte Tax and its Subcontractors may use and rely on information and data furnished by the Client or others without verification. The performance of the Services is dependent upon the timely performance of the Client's responsibilities under the Contract and timely decisions and approvals of the Client in connection with the Services. Deloitte Tax and its Subcontractors shall be entitled to rely on all decisions and approvals of the Client.

(b) Responsibilities of Deloitte Tax

(i) The Services provided are not binding on tax or other governmental or regulatory authorities or the courts and do not constitute a representation, warranty, or guarantee that the tax or other governmental or regulatory authorities or the courts will concur with any Advice. Any Services provided by or on behalf of Deloitte Tax will be based upon the law, regulations, cases, rulings, and other tax authority in effect at the time the specific Services are provided. Subsequent changes in or to the foregoing (for which Deloitte Tax shall have no responsibility to advise the Client) may result in the Services provided by or on behalf of Deloitte Tax being rendered invalid.

(ii) Deloitte Tax shall have no responsibility to address any legal matters or questions of law, other than tax law in relation to the Services.

(iii) In formulating any Advice as part of the Services, Deloitte Tax may discuss ideas with the Client orally or show the Client drafts of such Advice. To the extent that the content of drafts or oral Advice are expected to

be finalized and confirmed to the Client in writing, such confirmed Advice shall supersede any previous drafts or oral Advice and Deloitte Tax shall not be responsible if the Client or others choose to rely on, act or refrain from acting on the basis of any drafts or oral Advice.

(iv) Deloitte Tax will use its reasonable endeavors, acting in a commercially prudent manner, to carry out the Services in accordance with any timetable specified in the Contract. However, it is agreed that any dates specified in the Contract for the performance of any part of the Services, including delivery of any Advice, are estimated dates for planning purposes only. Deloitte Tax will notify the Client promptly if it expects or encounters any significant delays which will materially affect achievement of any timetable for delivery of the Services.

3. Ownership of Deloitte Property & Work Products.

(a) To the extent that any property (whether tangible or intangible) of any Deloitte Entity is used or developed in connection with the Contract, such property, including work papers, shall remain the property of the relevant Deloitte Entity. Subject to payment of all of Deloitte Tax's fees due in connection with the Services and the Contract, the Client shall obtain a non-exclusive non-transferable license to use any Advice for the purpose set out in the Contract (or in the Advice) and in compliance with the provisions of the Contract. Deloitte Tax shall have ownership (including, without limitation, copyright and other intellectual property ownership) of the Advice and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof in conducting its business, and the Client shall ensure that it and its subsidiaries and/or affiliates do not assert or cause to be asserted against any Deloitte Entity any prohibition or restraint from so doing. Any intellectual property and other proprietary rights in the material and data provided by the Client for performing the Services shall remain the property of the Client.

(b) Deloitte Tax and its Subcontractors, in connection with performing the Services, may develop or acquire general experience, skills, knowledge, and ideas. Any Deloitte Entity may use and disclose such experience, skills, knowledge and ideas subject to the obligations of confidentiality set out in Paragraph 7.

(c) The Client shall also be entitled to have access to and use of those Deloitte Technologies supplied solely for the purposes of receiving the Services and for no other purposes in accordance with and subject to the provisions of the licenses applicable to such Deloitte Technologies as notified by Deloitte Tax and agreed by the Client (acting reasonably). As between the Client and Deloitte Tax, and for the benefit of the respective Deloitte Entity owning the Deloitte Technologies, Deloitte Tax and/or the respective Deloitte Entity will own and retain ownership of all intellectual property rights and other proprietary rights of any kind in the Deloitte Technologies that are used or developed in connection with the Contract.

(d) "Deloitte Technologies" means all know-how and software, system interfaces, templates, methodologies, ideas, concepts, techniques, tools, processes, and technologies, including web-based technologies and algorithms owned by, licensed to or developed by any Deloitte Entity and used by Deloitte Tax and its Subcontractors in performing the Services or its other obligations.

4. Limitations on Damages.

(a) Deloitte Tax, shall not be liable to the Client for any claims, liabilities, losses, damages, costs or expenses arising under or in connection with the Contract ("Claims") for an aggregate amount in excess of the fees paid to Deloitte Tax on your behalf by your employer for the Services, for that part of the Services giving rise to the Claim except to the extent it is finally determined to have resulted primarily from the intentional fraud, intentional misconduct or bad faith of Deloitte Tax, any Deloitte Entity or any Subcontractor retained for providing Services to the Client.

(b) In no event shall any Deloitte Entity (including Deloitte Tax and its Subcontractors) be liable whether in contract, tort or otherwise for any losses incurred as a result of loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct Claims) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense arising under or in connection with the Contract.

(c) In circumstances where all or any portion of the provisions of this Paragraph 4 are finally determined to be unavailable, the aggregate liability of Deloitte Tax, any other Deloitte Entity (including Subcontractors) and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

(d) The liability cap in Paragraph 4(a) applies in aggregate to each and all Claims which from time to time arise under or in connection with the Contract and the Services, whether such Claims are made at the same or different times or by the Client entity and/or other persons. The liability cap in Paragraph 4(a) also applies to any and all Claims against any other Deloitte Entities, including the Subcontractors, if and only to the extent that it is judicially determined that any of them have any liability under or in connection with the Contract or the Services. Notwithstanding anything to the contrary in this Contract or the engagement letter with your employer, there shall be no entitlement for Client and your employer to recover more than once in respect of the same claim.

(e) If the liability exclusion for other Deloitte Entities provided in Paragraph 1(d) is for any reason not effective, then the limitations on liability provided for in this Paragraph 4 shall apply to the other Deloitte Entities (including Subcontractors) as if they were named therein.

(f) The provisions of Paragraph 4 shall not apply to any liability which by the governing law of the Contract is unlawful to limit or exclude.

5. Limitation on Warranties.

THIS IS A SERVICES AGREEMENT. DELOITTE TAX WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND WITH DUE PROFESSIONAL CARE AND SKILL. TO THE FULLEST EXTENT PERMITTED BY LAW, DELOITTE TAX DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation on Actions.

No action, regardless of form, relating to the Contract or the Services, may be brought by either party more than two years after the cause of action has accrued under applicable law.

7. Confidentiality.

(a) To the extent that, in connection with the Contract, Deloitte Tax comes into possession of any tax or other information related to the Services, trade secrets or other proprietary information relating to the Client which is either designated by the disclosing party as confidential or is by its nature clearly confidential ("Confidential Information"), Deloitte Tax shall not disclose such Confidential Information to any third party without the Client's consent. The Client hereby consents to Deloitte Tax disclosing such Confidential Information (i) to contractors providing administrative, infrastructure and other support services to Deloitte Tax as well as to any Deloitte Entity (including any Subcontractors) and their respective personnel, in any case, whether located within or outside of the United States, provided that such contractors and Subcontractors adhere to confidentiality obligations similar to those in this Paragraph 7; (ii) to legal advisors, auditors, and insurers; and (iii) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with potential or actual mediation, arbitration or litigation. The obligation of confidentiality shall not apply to the extent such Confidential Information (A) is or becomes publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of the default of Deloitte Tax; (B) becomes available to any Deloitte Entity on a non-confidential basis from a source other than the Client which Deloitte Tax reasonably believes is not prohibited from disclosing such Confidential Information to Deloitte Tax by an obligation of confidentiality to the Client; (C) is known by any Deloitte Entity prior to its receipt from the Client without any obligation of confidentiality; or (D) is developed by any Deloitte Entity independently of Confidential Information disclosed by the Client.

(b) The Client shall not disclose to any third party any Advice without the express written consent of Deloitte Tax, except (i) disclosure may be made to the extent mandatory laws, applicable regulations, rules and professional obligations prohibit limitations on disclosure; (ii) to the extent the United States Internal Revenue Code and applicable Internal Revenue Service guidance relating to confidential tax shelters (or comparable law or guidance from other taxing authorities in other jurisdictions) apply, in which case there are no restrictions or limitations on the disclosure of the tax treatment or tax structure; or (iii) to the extent legislation or regulations of any jurisdiction provide for the reporting to the tax authorities of certain tax arrangements or transactions, there shall be no restrictions or limitations on the disclosure of any such arrangements or transactions provided as part of the Advice.

(c) The Client shall use the Advice, solely for the purposes specified in the Contract or Advice and, without limitation, shall not, without the prior written consent of Deloitte Tax, use any Advice, in connection with any business decisions of any third party or for advertisement purposes. All Services are intended only for the benefit of the Client identified in the Contract or Advice as being entitled to rely on the Advice. The mere receipt of any Advice (or any information derived therefrom) by any other persons is not intended to create any duty of care, professional relationship or any present or future liability of any kind between those persons and Deloitte Tax.

8. Data Protection.

(a) Each party shall comply with its respective obligations under the applicable data protection laws to the extent that, in connection with the Contract and the Services, a party stores, processes and transfers any personal data to which data protection laws apply ("Personal Data").

(b) The Client confirms that it has obtained all legally required authorizations to transfer any Personal Data to Deloitte Tax and its Subcontractors, including across borders and outside the territory of the European Economic Area ("EEA").

(c) To the extent that Deloitte Tax processes Personal Data in or transferred from the EEA in its performance of the Services the remainder of the provisions of this Paragraph 8 shall apply.

(d) In this Paragraph 8, "Data Protection Legislation" means the EU General Data Protection Regulation 2016/679, together with all other applicable legislation relating to privacy or data protection including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms "personal data," "data subject," "controller," "processor" and "process" (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.

(e) Each of the Client and Deloitte Tax shall be considered to be a controller in respect of Personal Data disclosed to Deloitte Tax by or on behalf of the Client and processed in connection with the Contract and the Services and each of the Client and Deloitte Tax shall comply with its obligations as a controller in respect of Personal Data processed by it in connection with the Contract and the Services.

(f) In addition, the Client acknowledges that Deloitte Tax may process Personal Data as a controller for the purpose of, or in connection with the Services to comply with: (i) applicable legal, professional or regulatory requirements and (ii) requests and communications from competent authorities.

(g) The Client shall collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order for it to disclose Personal Data to Deloitte Tax for the purposes described in Paragraph 8(f) and the Contract.

(h) Deloitte Tax shall process the Personal Data as reasonably required to provide the Services, meet its legal or regulatory obligations or for its other reasonable business purposes (including quality control and administration) and may disclose Personal Data to any third parties including its Subcontractors, regulators and any party based in any jurisdiction including a jurisdiction outside the EEA provided that such disclosure is reasonably required in connection with such purposes and is at all times in compliance with the Data Protection Legislation that applies to Deloitte Tax in its performance of the Services.

9. Disclosure Laws. The Deloitte Entities may be obligated to notify relevant authorities of certain types of arrangements and of proposals to implement such arrangements. The decision to make such a notification, its timing and content, is a matter that the Deloitte Entities reserve entirely to their sole discretion. However, the Deloitte Entities may inform the Client if the Deloitte Entities propose to make, or have made, any such notification that the Deloitte Entities believe may be relevant to the Services. The Deloitte Entities may also be obligated to notify those authorities of the participants in those arrangements. The Client may also have obligations under the same legislation to give notification of such arrangements. Where there are other current or future laws or regulations in any jurisdiction that require disclosure relevant to the Deloitte Entities Services, the Deloitte Entities will also comply with those disclosure requirements. For the avoidance of doubt nothing in this Contract restricts the Client from disclosing any Deliverables or other Advice to any relevant taxation authority.

10. Survival and Interpretation and Third Party Beneficiary.

(a) Any provisions of the Contract which either expressly or by their nature extend beyond the expiration or termination of the Contract shall survive such expiration or termination.

(b) If any provision of the Contract is found by a court of competent jurisdiction or other competent authorities to be unenforceable, in whole or in part, such provision or the affected part shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. **Each of the provisions of the Contract shall apply to the fullest extent of the law, whether in contract, statute, tort (including without limitation negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.** Any references herein to the term "including" shall be deemed to be followed by "without limitation".

(c) Deloitte Entities are intended third-party beneficiaries of the Contract. Each such Deloitte Entity may in its own right enforce such terms, agreements and undertakings.

11. Governing Law and Submission to Jurisdiction.

The Contract, and all matters relating to it (including non-contractual obligations) shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof). Any action or proceeding arising out of or relating to the Contract or the Services shall be brought and maintained exclusively in New York County, the State of New York. The parties hereby expressly and irrevocably (i) submit to the exclusive jurisdiction of such courts for the purposes of any such action or proceeding and (ii) waive, to the fullest extent permitted by law, any defense of inconvenient forum to the venue and maintenance of such action in any such courts. **DELOITTE TAX AND THE CLIENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THE CONTRACT.**

12. Third Parties and Internal Use.

Deloitte Tax acknowledges that Deloitte Tax has not placed any limitations on the Client's disclosure of the tax treatment or tax structure associated with the tax services or transactions described in the Contract. Nothing in this paragraph shall be construed as limiting or restricting disclosure of the tax treatment or tax structure of the transaction as described in Rule 3501(c)(i) of PCAOB Release 2005-014, or IRC sections 6011 and 6111 and related IRS guidance. The Client acknowledges that none of its other advisors have imposed or will impose any conditions of confidentiality with respect to the tax treatment or tax structure associated with the tax services or transactions described in the Contract. All Services shall be solely for the Client's informational purposes and internal use, and this engagement does not create privity between Deloitte Tax and any person or party other than the Client ("third party"). This engagement is not intended for the express or implied benefit of any third party. Unless otherwise agreed to in writing by Deloitte Tax, no third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or other Services of

Deloitte Tax. In the event of any unauthorized reliance, the Client agrees to indemnify and hold harmless Deloitte Tax and its personnel from all third-party claims, liabilities, costs and expenses.

Deloitte Tax LLP Privacy Notice

Last revised: June 25, 2018

Introduction

This Privacy Statement explains what personal information we may gather about you in connection with our services engagement and how this personal information may be used and shared. This Privacy Statement also sets out your rights in relation to your personal information and tells you who you can contact if you have questions.

To whom does this Privacy Statement apply and what does it cover?

This Privacy Statement applies to Deloitte Tax LLP (also referred to as "Deloitte Tax", "we", "us", and "our"), an entity within the Deloitte Network. As used in this Privacy Statement, the "Deloitte Network" refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL"), its network of member firms and their related entities. DTTL and each of its member firms are legally separate and independent entities. Please see deloitte.com/about for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

This Privacy Statement sets out how we will process your personal information as part of our provision of tax, social security and (in certain jurisdictions outside of the United States) immigration related services as may be relevant to you. Deloitte Tax is providing these services either under a direct contract with you or via a contract with another person (such as a company or a partnership or a trustee) who has asked us to provide the services.

Your personal information will be protected and handled with consideration for its confidentiality and Deloitte Tax will only disclose it as set out in the "To whom will we disclose your personal information?" section below.

In this Privacy Statement, we refer to handling, collecting, protecting and storing your personal information as "processing".

What personal information do we collect?

Deloitte Tax may collect personal information relating to you such as:

- name
- contact details (such as work or home address, email and phone numbers)
- date of birth
- government identifiers (such as social security number and passport details)
- financial information
- calendar data (where applicable)

In order to provide services to you, Deloitte Tax may receive and also need to process personal information about you that may be considered special category (or "sensitive") personal information (special category personal information is considered to include information about your health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data or sexual orientation). Special category personal information about you includes information that may be reasonably inferred from other information that we receive.

Where we receive special category personal information or other information from which special category personal information can be reasonably inferred, we will require explicit consent in order to process it.

How do we collect personal information?

Deloitte Tax may collect personal information about you in different ways:

- you may provide it directly to us
- we may obtain it because of the services that Deloitte Tax provides or has previously provided
- we may receive it from other members of the Deloitte Network or from third parties, such as your employer/partnership, or a tax authority and/or other relevant authority/administrative bodies
- we may observe or infer it from the information you provide to us and/or the way you interact with us

This personal information can be received in any manner, including in-person discussions, telephone conversations, and electronic or other written communications.

Without access to all the personal information that we need, we may be unable to provide or complete the services.

Where another party (such as a company or a partnership or any third parties acting on your or their behalf) provides your personal information to us, they must also comply with their obligations under the relevant privacy laws and regulations. If you believe that the entity for whom you work or a third party has not provided you with details of the personal information that it holds about you and/or has not obtained your authority to provide us with that personal information for processing as described in this Privacy Statement, then please contact such entity directly.

Disclosing personal information to us relating to third parties

If any personal information which you provide to us relates to any third party, for example a spouse or civil partner, individuals (including children) who depend on you financially, or a joint account holder or a beneficiary or trustee of a trust, then by providing us with their personal information you will need to ensure that you have obtained any necessary permissions from those persons to the use of their personal information in the way set out in this Privacy Statement, or you are otherwise permitted to give us this personal information. You should share a copy of this Privacy Statement with those other individuals before disclosing any personal information about them to us.

How do we use your personal information?

Deloitte Tax processes personal information about you to:

- establish or maintain our relationship with you
- provide services to you and/or family member(s) or to the entity that has engaged us to provide the services

We may also use your personal information for the purposes of, or in connection with:

- compliance with applicable legal, regulatory or professional requirements
- protecting our rights and/or property

On what basis do we process personal information about you?

This Privacy Statement sets out the grounds upon which we rely in order to process your personal information.

We may use your personal information for the purposes outlined above because:

(a) where relevant, we have a contract with you to provide services and processing your personal information is necessary for the performance of such contract; or

(b) we have a legitimate interest in processing your personal information, which may be to:

- provide services to you and/or to the entity that has engaged us to provide the services;
- support the management of our client engagements;
- evaluate, develop or improve our services or products; or
- protect our business interests.

or (c) we are subject to legal, regulatory or professional obligations.

To whom will we disclose your personal information?

In connection with one or more of the purposes outlined in this Privacy Statement, we may disclose your personal information to:

- other members of the Deloitte Network
- those with whom you have requested us to share information, such as your spouse or civil partner
- competent authorities, including courts and authorities regulating us or another member of the Deloitte Network, in each case to comply with legal, regulatory or professional obligations or requests
- vendors and administrative, support, infrastructure and other service providers handling your information on our behalf; in each case, such vendors and service providers will be contractually bound by confidentiality and privacy obligations consistent with the obligations in this Privacy Statement
- third parties to whom we disclose information in the course of providing services to you or to the entity that has engaged us to provide the services

Deloitte Tax does not sell or lease your personal information to others.

Please note that some of the recipients of your personal information referred to above may be based in countries or regions without data protection rules similar to those in effect in your area of residence. In such cases, adequate safeguards will be in place to protect your personal information.

For further details about the transfers described above and the adequate safeguards used by Deloitte Tax with respect to such transfers, please contact us using the details below.

Deloitte Tax LLP Privacy Notice

Last revised: June 25, 2018

How do we keep your personal information secure?

We have in place reasonable commercial standards of technology and operational security to protect your personal information from loss, misuse and unauthorized access, disclosure, alteration or destruction. Only authorized personnel, with appropriate awareness of privacy obligations, are provided access to your personal information.

How long will we keep your information?

We retain personal information as long as is necessary to fulfil the purposes identified in this Privacy Statement or (i) as otherwise necessary to comply with applicable laws or professional standards, or (ii) as long as the period in which litigation or investigations might arise in respect of our services.

What are your rights in relation to your personal information?

You have various rights in relation to your personal information. In particular, you have a right to:

- obtain confirmation that we are processing your personal information and request a copy of the personal information we hold about you
- ask that we update the personal information we hold about you, or correct such information that you think is inaccurate or incomplete

Depending on the jurisdiction in which you are located, you may also have the right to:

- ask that we delete personal information that we hold about you, or restrict the way in which we use your personal information
- withdraw consent to our processing of your personal information (to the extent our processing is based on your consent)
- ask us to stop or start sending you marketing messages at any time
- obtain and/or move your personal information to another service provider
- object to our processing of your personal information

Where our processing of special category personal information is reliant on your consent and you withdraw that consent, we will cease processing the relevant information for the purposes of providing our services and the effect may be that we are no longer able to provide the services.

However, we may still retain a copy of the relevant information for as long as necessary to comply with applicable laws or professional standards, or as long as the period in which litigation or investigations might arise in respect of our services.

To exercise any of your rights or raise any questions that you have about our use of your personal information, please contact us using the details below.

Privacy Shield Notice

Deloitte LLP and its United States affiliates, including Deloitte Tax, adhere to the EU-U.S. and Swiss Privacy Shield Framework as set forth by the U.S. Department of Commerce with respect to personally identifiable information that is transferred from the European Economic Area and Switzerland to the United States within the scope of their Privacy Shield certifications and therefore provides for an adequate level of data protection under European Union General Data Protection Regulation and as recognized by the European Commission. To learn more, see our Privacy Shield Notice. You may have the right to lodge a complaint with your local European or Swiss data protection authority regarding our processing of such personal information.

Changes to this Privacy Statement

We may modify or amend this Privacy Statement from time to time at our discretion. When we make changes to this Privacy Statement, we will amend the revision date at the top of this page and the modified or amended Privacy Statement shall apply to you and your personal information as of that revision date. We encourage you to review the Privacy Statement on our website periodically to be informed about how we are protecting your personal information.

Contact us

If you have any questions or concerns regarding this Privacy Statement or your personal information, please contact our data protection officer by email at USPrivacyQuestions@Deloitte.com. Our European Union representative, Deloitte Tax EU Privacy Rep Limited, can be contacted by email at EURepresentative@Deloitte.com.