

Hacking Team

Proposal for Professional Services

July 7, 2014





Mr. Giancarlo Russo
Chief Operating Officer
Hacking Team, S.r.l.
Via della Moscova, 13
20121 Milano, Italy

July 7, 2014

Dear Mr. Russo:

The purpose of this letter is to confirm our understanding of the terms of our engagement to perform the tax services regarding the recovery of the withholding that is being contemplated by Hacking Team with respect to the payments made from Mexican clients to Hacking Team, to be rendered by PricewaterhouseCoopers S.C., a Mexican civil society (PwC), to Hacking Team, S.r.l. ("Hacking Team", "the Client", "you").

I. Background

We understand that Hacking Team is a company that provides effective, easy-to-use offensive technology to the worldwide law enforcement and intelligence communities.

Exclusively focused on offensive security, Hacking Team was founded in 2003. In 2004, Hacking Team was the first to propose an offensive solution for cyber investigations, with such a strong reception that in 2007 you were venture backed. All the development is made in Milan, by a team of high professionals focusing on all the aspects of offensive security, your technology is used daily to fight crime in six continents.

We have been informed that Hacking Team is an Italian tax resident which sells goods all over the world and that some of its Mexican customers have applied a 25% withholding tax on payments made to Italy. Hacking Team is planning to initiate a reimbursement procedure based on the fact that it is an Italian tax resident that should be able to benefit from the Tax Treaty signed between Italy and Mexico, which establishes the possibility to apply a lower tax rate.

II. Scope of Our Services

You have engaged us to provide Mexican tax consulting services (the Services).

- Assisting in the analysis and review of the supporting documentation to be provided to the Mexican tax authorities as part of the refunds request processes.
- Determining the feasibility of obtaining such refund and assisting Hacking Team with any correspondence required by the Mexican tax authorities related to such tax refunds.



- Assistance in the information gathering, submission of information and documentation that may be requested by the Mexican tax authorities.

Please bear in mind that our services would not involve any type of legal services regarding litigation, law trials or injunctions of any kind.

Our services would be based on the information and documentation provided by Hacking Team; in the event we misinterpret this information in any way, we must be notified immediately to determine whether our conclusions continue to be valid.

III. Deliverables

According to your requirements, once we conclude our review of the information and documentation provided to us, we will proceed to file the corresponding refund requests with the Mexican tax authorities. It is worth mentioning that the refund request process, once filed with the Mexican tax authorities, would take at least two months, in accordance with the Mexican Federal Tax Code.

Our work will conclude once Hacking Team receives the corresponding resolution of the refund from the Mexican tax authorities.

IV. Consents to Disclose Client Information

Our services would be based on the information provided by the Client, which we will specify in our deliverable. If we in any way misinterpret that information or fail to transcribe it in its entirety, we must be immediately advised so that we can determine whether or not our conclusions continue to be valid.

Client authorizes PwC to participate in discussions with and to disclose your information, including your tax return information, to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

You have the ability to request a more limited disclosure than that authorized by the Other PricewaterhouseCoopers Firms, Other Subcontractors and Consents to Disclose Client Information provisions of this engagement letter, as you may direct. This consent is valid until the later of three years following receipt of your information or completion of the Services covered by this engagement letter.

V. Handling and use of our services

We are providing these Services and deliverables solely for your use and benefit and pursuant to a client relationship exclusively with you. We disclaim any contractual or other responsibility or duty of care to others based upon these Services or upon any deliverables or advice we provide.



You will own all tangible written material prepared for and delivered to you under this engagement letter, except as follows: we own our working papers, preexisting materials and any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any deliverables) which we may have discovered or created as a result of the Services. You have a nonexclusive, non-transferable license to use such materials included in the deliverables for your own use as part of such deliverables.

In addition to deliverables, we may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist us with an engagement. If we make these available to you, they are provided "as is" and your use of these materials is at your own risk.

VI. Our responsibilities

Our services will not consist in providing an opinion, attestation or other form of assurance with respect to our work or the information upon which our work is based or the information on which it is based. We will not audit or otherwise verify the information supplied to us in connection with this engagement, except where otherwise specified herein. During the course of our work, we may provide information electronically (including spreadsheets, documents, databases and other tools), which we will develop exclusively for our own use in order to render our Services, without considering any other purpose. All such materials will be provided as they are prepared; we assume no responsibility for the operation, accuracy, sufficiency or advisability of said electronic materials, whatever the manner or purpose in/for which they are used.

VII. Responsibilities of the Client

To facilitate our work, you will need to provide the following assistance:

- Copy of the agreement from which payments arise and are subject to withholding tax.
- Copy of the last statement issued by the Mexican payor in which is stated the amount of the payment, the percentage of the corresponding income tax withholding and the amount withhold (this statement is not filed before the Mexican tax Authorities, but is issued in favor of the foreign company).
- Copy of the tax residence certificate of the Italian company subject to withholding in Mexico for each year (i.e. 2010-2013).
- Confirmation that the Italian company is the effective beneficiary of the payment done by the Mexican entity.

The Client is responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables, and it is your responsibility to establish and maintain your internal controls. You will designate a competent member of your management to oversee the Services. We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.



The Client agrees not to make use of any of the documentation or information provided by PwC pertaining to the Services rendered, such as reports, letters, opinions or memoranda, for any purpose other than the purpose for which they were issued, and not to allow unauthorized parties to make use of them.

The Client agrees to retain all original information and documentation used as a basis for rendering the Services, for which purpose, it will consider the statutory terms established in the different legal provisions concerning the term the information and documentation must be retained. In the event that the information is required for the purpose of an authorities review, it must be promptly provided to PwC so as to ensure that the competent authorities are properly dealt with.

VIII. Fees and expenses

The fees for the services described in the Scope of Our Services section of this engagement letter will amount to \$6,000 USD plus the Value Added Tax (VAT), if applicable. Such fees will be billed at the moment the refund request petition is filed before the Mexican tax authorities. The collection of such fees will be at the moment the refund request petition is authorized by the Mexican tax authorities.

Said fee would not include out-of-pocket expenses incurred on behalf of the company (copies, fax telephone, etc.), which would be billed separately on the same dates as our fee.

Our fees have been calculated assuming that we will receive all the information and assistance requested of your staff members on the dates agreed-upon herein. Therefore, in the event we encounter difficulties in delivery of information, or any event beyond our control requires us to invest additional time in the work in question, we will immediately contact you for your approval.

IX. Early termination

Either party may terminate this Engagement Letter in advance at any time, with no liability, by means of a prior written notification, in which case, Hacking Team will be required to cover all fees and expenses incurred by PwC up to the date of termination. Likewise, PwC may decide to refrain from rendering all or part of the Services and terminate the engagement immediately by means of a written notification in the event that the rendering of all or part of the Services gives rise to conflicts of independence or conflicts involving other regulations, standards or professional guidelines to which PwC is subject.

Likewise, the Agreement may be terminated in advance by either of the parties in any of the following cases:

- By express agreement of the parties.
- Due to acts of God or force majeure.
- In the event that it becomes impossible for either of the parties to comply with the terms of this Engagement Letter.

In the event that the Client fails to make payment to PwC of any amount owed under this letter, and fails to rectify said noncompliance within (30) calendar days as from the date of delivery of the invoice or note of charges, PwC will be entitled, after advising the Client in writing, to suspend its Services or terminate the



Services on the date specified in said notification. In that case, the Client agrees to pay PwC the amount owed, and to reimburse all expenses incurred by PwC up to the date of the aforementioned notification.

X. Rescission of the Agreement

Except as mentioned above, this agreement may be rescinded without the need for a court order, due to noncompliance by either of the parties with any of the obligations contained herein.

The aggrieved party may opt to demand compliance or resolution of the obligation, with payment of damages in either case, up to the amount of the fees specified in this letter.

XI. Limitations on Liability

Except to the extent finally determined by a competent Court to have resulted from the gross negligence or intentional misconduct of PricewaterhouseCoopers, PricewaterhouseCoopers' liability to pay damages for any losses incurred by client as a result of breach of contract, negligence or other tort committed by PricewaterhouseCoopers, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to PricewaterhouseCoopers under this engagement letter. In addition, PricewaterhouseCoopers, if it is the case, will not be liable in any event for lost profits or any consequential, indirect, punitive, exemplary or special damages. In addition, PricewaterhouseCoopers shall have no liability to client arising from or relating to any third party hardware, software, information or materials selected or supplied by.

In addition, because we accept no liability to third parties with respect to the services provided hereunder and the deliverables, the Company agrees (without limiting any other indemnification provisions set forth in this Agreement) to indemnify and hold harmless PricewaterhouseCoopers from and against any and all claims, judicial, extrajudicial, administrative and arbitral proceedings and all associated damages, settlements, losses, liabilities, costs and expenses including without limitation reasonable attorneys' fees, arising from or relating to our Services, except to the extent finally determined to have resulted from the our gross negligence, intentional misconduct, or fraudulent behavior.

XII. Notifications

All notifications to be made by the parties in connection with this letter must be made in writing and directed to the addresses of each of the parties specified herein.

Any change of domicile of either of the parties must be notified in writing to the other party. Otherwise, the notification will be considered given if delivered at the domicile specified in this letter.

XIII. Labor Relationship

The parties expressly agree that there is no labor relationship amongst PwC personnel involved in rendering the Services and the Client.



For all legal purposes, PwC and the Client are the respective employer of its personnel, with all the inherent labor obligations, including the payment of wages, Social Security, Workers Housing Fund and Retirement Savings System dues, as well as any tax to be withheld in the terms of the tax provisions applicable to the employer, and all other obligations which are consequence of the labor relationship.

XIV. Confidentiality and Electronic Communications

During the rendering of the Services PwC requires collecting and storing confidential information from Client, such as personal data of its employees, clients and other third parties. It is considered as confidential information all data relating specifically to a Client's business and any other information which reasonably should be understood to be confidential in nature are confidential information of the Client and if it is the case, of its employees, clients or third parties. Notwithstanding anything to the contrary contained in this Agreement, PwC shall be obligated to treat as confidential any information disclosed by the Client which: (i) is rightfully known by PwC prior to its disclosure by the Client; (ii) is released by the Client to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by PwC without any use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any nonparty.

Due to regulatory, risk management or quality review requirements in relation to the provision of services, the Company(ies) agree(s) that PwC may share some or all of its confidential information with member Firms of the PricewaterhouseCoopers global network, and, if applicable, with third parties involved in the provision of the services for the purposes described, only in the following cases: i) where necessary for the provision of services; ii) when required by any national or international regulatory body, or professional standards; iii) when required by a competent authorities, court, law, statute, rule or regulation, and iv) for independence, risk management or quality review purposes. Each PwC firm will be obligated to keep your information confidential on the same basis as we do.

Hacking Team acknowledges and accepts the inherent risk in the use of electronic communications; therefore, any electronic communications between the Client and PwC will be made consistent with the common agreement between senders and receivers of the information. Therefore, the security and confidentiality of the information contained in such communications is subject to the aforementioned restrictions, except in the event the information is accidentally or inadvertently intercepted by a third party, despite reasonable efforts existed to maintain an acceptable degree of confidentiality of the information.

The hard copy and electronic work papers prepared by us and any other documents and information prepared as a result of the Services are the property of PwC. These work papers and documents and information derived from the scope of Services will contain confidential information and will be retained by us, in accordance with our retention policies and procedures, including the copy of the documents supporting the Services.



XV. Regulatory Matters

Notwithstanding anything to the contrary in this engagement letter, you have no obligation of confidentiality with respect to any materials, advice or portions of deliverables to the extent they concern the tax structure or tax treatment of any transaction.

XVI. Other Matters

As you know, tax returns, tax reports and other documents are subject to review by the tax authorities, and therefore PwC will assist the Client in the event that said authorities issue any observations concerning the Services. However, unless otherwise stipulated, our fees for additional services required are not included in the fees covered under this Agreement.

By signing this engagement letter, you are committing your subsidiaries and affiliates to the terms of this letter to the extent that you are empowered to do so. We assume no responsibility, contractual or otherwise, to your subsidiaries and affiliates. Hacking Team agrees not to assign or transfer, directly or indirectly, to any party whatsoever, any right, obligation or claim against PwC arising from this Letter.

This engagement letter reflects all agreements between the parties in regard to the Services covered herein and replaces any previous written or oral proposals or correspondence.

The agreements contained in this letter will remain in effect even after the completion or termination of our Services. Any modification to same must be agreed in writing and signed by both parties.

If it is determined jointly and in writing, that a portion of this letter agreement is null and void or disabled, in any form, partially or completely, the parties will be exempted from all obligations arising from that portion and the remaining portions of this letter will remain in force.; however, if the remainder of this Letter is not affected by that declaration or finding and the respective purposes can be achieved, then each unaffected provision must be complied with to the extent permitted by applicable laws.

In order to facilitate judicial resolution and save time and expenses of both parties, Client and PwC agree that in the unlikely event that differences concerning our Services or fees relating to this engagement letter should arise, Client and PwC will do their best effort to resolve them by mutual agreement.

You agree to allow us to use your name when quoting experience and in recruiting materials.

XVII. Choice of law and forum

This engagement letter shall be governed by an construed in accordance with all the applicable laws of the Mexican United States and the competent courts of Mexico, Federal District shall have jurisdiction to entertain any legal proceedings arising under this document; Hacking Team and PricewaterhouseCoopers, S. C. waive any other jurisdiction that may correspond to them by reason of their address or by any other reason.

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We appreciate this opportunity to be of service, and if we are entrusted with this work, you may rest assured that we will do our utmost to provide service of true and lasting value for Hacking Team and its subsidiary entities.

If you are in agreement with the terms of our proposal and our fees, kindly sign a copy of this letter as approval and return it to us for our files. If you have any questions or require any additional information concerning the contents of this letter, please do not hesitate to contact Jose Antonio González at +52 (55) 5263 6616 or Agustín Mercado at +52 (55) 5263 6061 all in Mexico City.

We appreciate being considered as your tax advisors.

Yours very truly,

PricewaterhouseCoopers

Agustín Mercado
Partner
International Tax Services
agustin.mercado@mx.pwc.com

We are in agreement with the terms and conditions specified herein.

Hacking Team, in representation of its subsidiaries and affiliates.

Signature: David Vucouzeth

Kindly print your name: DAVID VUCOZETH

Position: CEO

Date: 16/07/2014

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