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June 16, 2014

CONFIDENTIAL AND PRIVILEGED

David Vincenzetti
Administratore Delegato
HT S.r.l
Via della Moscova 13
20121 Milan
Italy

Re: Wiley Rein LLP Engagement Letter

Dear Sir:

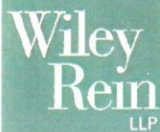
We are very pleased that you have expressed interest in the provision of legal services by our firm. This letter together with its attachments will confirm the terms under which Wiley Rein LLP agrees to provide such services. The attached terms and conditions will apply both to the matter(s) addressed in this letter and to any future matters that we may open for HT S.r.l during the course of the client representation.

Our client in this matter will be HT S.r.l. It is understood that this representation does not give rise to an attorney-client relationship between our firm and any other entity or individual.

We are being engaged to provide legal services in connection with HT S.r.l's consideration of certain legal compliance risks that may be implicated by establishing a United States subsidiary to serve U.S. customers.

In particular, as discussed in email correspondence, you desire a risk assessment under particular federal surveillance and export control laws, as well as a review of some state law issues. You expect us to (a) conduct a risk assessment based on the legal treatment of analogous manufacturers/developers of older surveillance technologies; and (b) suggest prudent compliance steps for HT S.r.l. We have estimated that we can perform this risk assessment and develop compliance recommendations in the areas of U.S. federal surveillance law, export controls and sanctions for around \$30,000. As you suggest, we will identify issues in these areas, if any, that may be important to HT S.r.l but the budget would not allow us to examine. We would not in this matter be addressing other potentially important issues for HT S.r.l, such as tort liability and public disclosures.

In this legally novel area, State laws can pose risks as well. While States generally are denied authority to regulate in the areas of export controls and sanctions, they



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actively regulate in the areas of surveillance and spyware/malware. Accordingly, we have suggested a cursory review of State law, such as laws in Virginia, Maryland and California. We estimate that our basic review of law in these three states would result in around \$15,000 in legal fees. Per your preferences, we will discuss that phase of the project before commencing, as you prefer to proceed in a stepwise fashion.

We also request a retainer of \$15,000 be transmitted prior to commencement of legal services.

The scope of our representation may change from time to time, provided that any expansion must be agreed to by us, and will be subject to our normal conflicts review process.

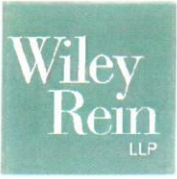
We suggest that clients who do not have their own in-house counsel consider seeking the advice of independent counsel to determine whether to accept the terms and conditions contained in this agreement.

Please read these materials carefully and inform me promptly of any questions or concerns. Subject to any written modifications that may be agreed to, accepting our services accepts these terms. Please indicate your acceptance by return email or by signing and returning a copy of this letter. A self-addressed stamped envelope is enclosed for your convenience.

Sincerely,

s/ Megan L. Brown

Megan L. Brown



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Agreed and accepted:

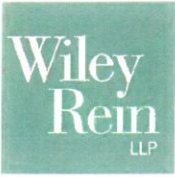
[Name of Client]

By: DAVID UNCONFIDENTIAL

Title: CEO

Date: 17/06/2016

cc: Eric D. Kuhn



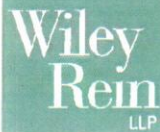
Attachment A
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Standard Terms And Conditions Of Representation

Scope of Representation. Our engagement does not include providing any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (the "SEC") or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC.

Term of Representation. By written notice, either of us may terminate the representation at any time for any reason, including, but not limited to, a breach of this agreement, subject on our part to reasons that are adequate under applicable rules of professional conduct. In the event that we terminate the representation, we will take such steps as are reasonably practicable to protect your interests in the above matter. If you so request, we will recommend a possible successor counsel and, upon receipt of payment for outstanding fees and service charges, will return whatever papers you have provided to us. If permission from a court is required for



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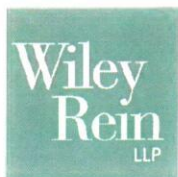
us to withdraw and there are proper grounds for us to do so, we will apply for such permission, and you agree to not unreasonably oppose our application.

Fees and Costs. In the absence of an explicit agreement to the contrary, our fees will be based on the billing rate and time-charges for each attorney, consultant, and legal assistant devoting time to this matter.

Billing rates and personnel assignments are subject to change from time to time.

As we have discussed, the total fees and service charges that will ultimately be required to complete our representation are subject to a variety of circumstances beyond our control or ability to reasonably predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter. A more detailed statement of the firm's billing policies and procedures is attached and made a part hereof.

Retainer. You agree to provide a retainer in the amount of \$15,000, before the commencement of legal services, as an advance for fees to be rendered in connection with our representation. In the event our fees exceed the advance



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deposited with us, we will bill you for the excess. Any unused portion of the advance will be refundable at the conclusion of our services.

Treatment of Advance Payments. A common practice of District of Columbia law firms, including Wiley Rein, is to immediately place flat fees, retainers, and other advance payments into operating accounts and treat them as law firm property, subject to a client refund if, for some reason, part of the payment ultimately is not earned. The DC Court of Appeals has approved that practice where a client consents. In accord with that ruling, clients hereby grant such consent unless a written escrow agreement or similar written agreement has been established. Continuing this longstanding approach promotes administrative simplicity and, we believe, poses no material risk to Wiley Rein clients. Of course, if you have any questions or concerns, please contact us at any time.

Client Responsibilities. You agree to pay our statements for services and expenses as provided above and in accordance with the attached billing policies and procedures. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you

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at all times in order to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with another entity, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

Advance Waiver of Potential Future Conflicts. As we have discussed, you are aware that the firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you, or undertake activities that may, directly or indirectly, conflict with your activities and interests. For example, we may represent other participants in your industry and competing industries -- as well as their suppliers, customers, and trade associations. Moreover, we maintain a

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multidisciplinary practice that includes, but is not limited to, the following practice areas: Advertising, Antitrust, Appellate, Aviation, Bankruptcy & Financial Restructuring, Communications, Corporate, Election Law & Government Ethics, Employment & Labor, Environment & Safety, Food & Drug Law, Franchise, Government Contracts, Health Care, Insurance, Intellectual Property, International Trade, Litigation, Postal, Privacy, Public Policy, Tax and White Collar Defense, all of which are described on our firm's website. Notwithstanding our firm's representation of clients across a broad range of practice areas, you agree, except as to matters that are substantially related to our work for you, that we may continue to represent or may undertake in the future to represent existing or new clients in any matter, including litigation, even if the interests of such clients in those other matters are directly adverse to your own. For our part, upon becoming aware of the need, the firm agrees to take reasonable steps to establish and maintain an ethical "screen" designed to provide added assurance that firm attorneys who have worked for you or continue to work for you will not, inadvertently or otherwise, share confidential information provided by you with others.

Conclusion of Representation; Retention and Disposition of Documents.

Unless previously terminated, our representation of you will terminate upon

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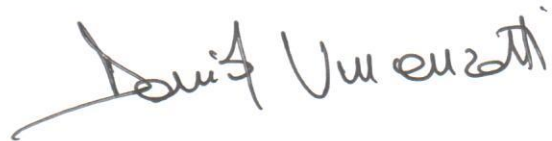
submission of our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our firm will not be responsible for retaining, storing or preserving your documents. Our own files pertaining to the matter will be retained by the firm to the extent the firm chooses to do so. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal communications, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of our lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us in accordance with the firm's records retention policy.

Post-Representation Matters. As discussed above, you are engaging our firm to provide legal services in connection with a specific matter. After completion of this matter, changes may occur in the applicable laws or regulations that could have an

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impact upon your future rights or liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

A handwritten signature in black ink, appearing to read "David Umerti". The signature is written in a cursive style with a long, sweeping underline.

HT Srl
Via Moscova, 13 - 20121 Milano



Current Billing Rates

The key Wiley Rein professionals initially assigned to this matter (and their current billing rates) are set forth below:

Amy Worlton \$595

Megan Brown \$600

We will assign junior associates as appropriate, whose rates range from \$340 – \$560.

A handwritten signature in black ink that reads "David Umecetti". The signature is written in a cursive style with a long horizontal stroke at the beginning.

HT Srl
Via Moscova, 13 - 20121 Milano



Billing Policies And Procedures
(As of January 1, 2014)

This statement to our clients explains briefly the Firm's billing policies and procedures. Should you have any questions concerning these policies and procedures, please do not hesitate to contact us at any time.

In the absence of an explicit agreement to the contrary, our fees for professional services will be determined as follows --

- (1) The portion of our fees attributable to a particular attorney, consultant, or legal assistant is a multiple of: (a) the billing rate for that individual, and (b) the number of hours that he or she devotes in a given month to the provision of professional services for you.
- (2) The total charge for professional services for a given month is the sum of the individual calculations described in the preceding sentence.

For the purpose of the calculations described above, the firm assigns a particular billing rate to each individual providing professional services. The billing rates currently range from \$165.00 to \$310.00 per hour for legal support personnel, from \$340.00 to \$560.00 per hour for associates, from \$250.00 to \$630.00 per hour for advisors and consultants, from \$400.00 to \$840.00 per hour for of counsel, special counsel and consulting counsel, and from \$570.00 to \$950.00 per hour for partners. Our hourly rates are adjusted periodically and may change during the course of an engagement.

In the course of our representation, we may be asked to provide your auditors with an audit letter response. In ordinary circumstances, we will charge you a flat \$500 fee for preparation of a routine audit letter response, and a \$250 fee for the routine update of a prior response. If, however, the response requires discussion or reporting of complex issues, additional hourly legal fees would be incurred, based on our standard billing rates.

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In addition to our fees for legal services, we also charge separately for various support services such as computerized legal research, local messenger services, desk-top publishing, secretarial overtime, in-house photocopying, and client document storage. Likewise, expense disbursements for airplane tickets, hotel charges, local transportation, outside copying and courier services, court reporters, expert witnesses and other expenses incurred on behalf of a client are itemized separately. Large disbursement billings may be forwarded to the client for direct payment to the supplier.

We ordinarily render our billing statements on a monthly basis, except for certain substantial commercial transactions which may, upon approval by the Firm's Administrative Committee, be billed at the completion of the transaction or matter. We make every effort to include charges for support services and disbursements in the statement for the month in which they are incurred. Charges which are not available until the following months (e.g., long distance telephone service) will appear on the monthly statement as soon as they are available, or on a supplemental statement if received after our work on a matter is completed.

Billing statements are due and payable upon receipt. Clients whose statements are not paid within 60 days of the statement date will be assessed a late charge on the unpaid balance at a rate of 1% per month. In addition, the Firm reserves the right to withdraw from further representation in the event of non-payment of statements.

It is our policy to obtain an advance retainer from new clients. The amount and terms of each individual retainer arrangement are determined by the Firm's Finance Committee in consultation with the billing attorney. On occasion, we may require an advance retainer from existing clients, or an increase in a prior retainer, depending upon payment history or significant changes in the scope of work. For example, if a counseling matter evolves into actual litigation, we will often require an increased retainer to reflect the expected higher level of activity.

During the course of our work on a matter, we may provide an estimate of anticipated fees in response to a client request for budgeting information. Because of the inevitable uncertainties involved, such estimates are only an approximation of potential fees and cannot be considered a maximum fee quotation.

If you have any questions concerning specific charges included in your billing statement, or wish to discuss further any of our billing policies and procedures, please feel free to contact us.

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* * *

HT Srl
Via Moscova, 13 - 20121 Milano

Luigi Vincenzetti