

SIDNEY N. WEISS
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March 31, 2015

Mr. David Vincenzetti, Chief Executive Officer
Hacking Team Srl
Via della Moscova, 13
20121 Milan, Italy

By Email

Dear Mr. Vincenzetti:

This is our agreement for me to represent Hacking Team Srl (“you” or “HT Italy”). I understand that HT Italy is an Italian software company that develops and licenses information and communications technology (including software designed to evade encryption technology) to the worldwide law enforcement and intelligence communities, in modern digital communications (the foregoing, the “HT Software”). HT Italy is in the process of establishing a wholly owned Delaware corporation to act as its U.S. subsidiary (“HT USA”). I understand that Hacking Team’s preferred business model is to license the HT Software to customers in the United States and elsewhere in the Americas through HT USA under a “buy-sell” model. Under this approach (the “Proposed Approach”), HT Italy would enter into a master license with HT USA, and HT USA would enter into a sublicense with customers in the United States and elsewhere in the Americas. While HT USA would acquire license rights to the HT Software, all handling and delivery of the HT Product, together with post-sale support and servicing, would be carried out by HT Italy.

As an initial assignment, you have engaged me to analyze and advise on whether and how U.S. export control and sanction laws would likely apply to the Proposed Approach. On the basis of my analysis and feedback, at your further direction, we will discuss how you might best proceed strategically, whether that be to proceed to implement the Proposed Approach without modification, seek a clearance from the appropriate U.S. Government agencies that a license under the U.S. export control and sanction laws is not required, or proceed to apply directly for such a license.

I will represent you on the following basis:

1. I will be paid \$575.00 per hour.


SIDNEY N. WEISS

2. You will pay me an advance retainer of \$5,000.00, against which I will charge my time and out-of-pocket disbursements. As the representation continues, and as the retainer is exhausted, you will replenish the retainer amount in full. At the conclusion of the representation, I will refund to you any unused portion of the retainer.
3. You are responsible for paying all out-of-pocket disbursements. However, I do not expect to incur any such disbursements.
4. I will bill you regularly for my professional fees and disbursements, and you will pay me within ten days. If you fail to pay my bills within ten days, I may, if I chose resign as your attorney, with no adverse consequences to me.
5. You agree to reply promptly to any inquiries I may make, and to supply any information or specifications, I may require for my representation.
6. You may discharge me at any time and for any reason, subject only to your paying my outstanding bills, and for any time or expenses incurred until the day of discharge but not yet billed or paid.
7. I have not made any representation to you regarding the outcome or results of the representation.
8. Electronic signatures between us shall have the same force and effect as original signatures.

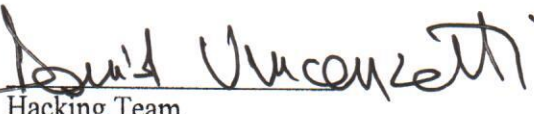
Please return either an original signed copy of this agreement, and your check drawn on a U.S. bank, for \$5,000.00 in U.S. funds, or wire transfer the funds to the account below:

Thank you very much.

Very truly yours,


Sidney N. Weiss

AGREED TO:


Hacking Team

By: Mr. David Vincenzetti, Chief Executive Officer

HT Srl
Via Moscova, 13 - 20121 Milano

SIDNEY N. WEISS

Retainers are payable by checks drawn in U.S. dollars, on U.S. banks, or by wire to the following account:

Sidney N. Weiss, Esq.
Account No.00-7377-83-4286
Bank of America, USA
206 Main Street
White Plains, New York 10601
ABA #021000322, Swift Code: BOFAUS3N

A handwritten signature or set of initials, possibly 'SW', is located in the bottom right corner of the page.