

# **Exhibit 1**



8. On June 23, 2017, the Receiver submitted an application to resign from his role as Receiver of the Receivership Entities. However, under the Receiver Order, the Receiver remains in place until a successor is appointed. [Docket No. 170].

9. Under the Receiver Order, the Receiver was appointed to preserve the *status quo*, ascertain the extent of commingling of funds, ascertain the true financial condition of the Receivership Entities, prevent further dissipation of property and assets of those entities, prevent the encumbrance or disposal of property or assets of the Receivership Entities, preserve the books, records, and documents of the Receivership Entities, be available to respond to investors inquiries, protect investors' assets, conduct an orderly wind down, including a responsible liquidation of assets and orderly and fair distribution of those assets to investors, and determine whether one or more of the Receivership Entities should undertake bankruptcy filings, among other things. (Receiver Order at 2).

10. The Receiver Order empowers the Receiver to “engage and employ persons . . . to assist the Receiver and carrying out the Receiver’s duties and responsibilities.” (Receiver Order ¶ 6.F, ¶ 49). The Receiver Order requires that such persons be compensated upon the prior approval of the Court, and directs them to comply with the SEC’s Billing Instructions. (Receiver Order ¶ 50).

#### **The Receivership’s Need for Tax Services**

11. The Receiver seeks this Court’s permission to retain Deloitte to prepare tax returns for Platinum Partners Credit Opportunities Master Fund LP (“PPCO”) and Platinum Partners Liquid Opportunity Master Fund LP (“PPLO” and collectively with PPCO, the “Funds”) and their affiliated entities, as well as prepare Schedules K-1 for those investors who require them for the year 2016.

17. Deloitte has agreed to begin work immediately upon the filing of this application, on the understanding that it will be paid the fees it requests in its fee estimate in full upon the approval of its retention by this Court. Given the accelerated time of this engagement and the critical need that this work be performed quickly, the Receiver has agreed to this request. The SEC staff consents to this deviation from the SEC Receivership Billing Instructions but has stated that it may not take a position on the merits of this application before the July 7, 2017 hearing in this case.

**Relief Requested**

18. For the reasons set forth above, the Receiver requests authorization to retain and pay Deloitte.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
June 30, 2017

  
\_\_\_\_\_  
Michael D. Klett

# **Exhibit A**



Deloitte Tax LLP  
330 Rockefeller Plaza  
New York, NY 10112 USA  
Tel: 1-212-492-4000  
Fax: 1-212-489-1687  
www.deloitte.com

June 26, 2017

**VIA ELECTRONIC MAIL**

Platinum Partners Credit Opportunities Fund LLC  
c/o Guidepost Solutions LLC  
Attn: Bart M. Schwartz  
415 Madison Avenue, 11th Floor  
New York, NY 10017

Dear Mr. Schwartz:

Thank you for choosing Deloitte Tax LLP (“Deloitte Tax” or “our”) to provide tax return preparation services (“Services”) for certain Platinum Partners entities listed in Exhibit A attached hereto (“Client”). This engagement letter (“Engagement Letter”) describes the scope of the Deloitte Tax Services, the respective responsibilities of Deloitte Tax and Client relating to this engagement and the fees Deloitte Tax expects to charge.

Deloitte Tax understands that the United States District Court for the Eastern District of New York (the “Court”) entered a December 19, 2016 order (the “Receiver Order”) in the matter of *Securities and Exchange Commission, Plaintiff v. Platinum Management (NY) LLC; Platinum Credit Management, L.P.; Mark Nordlicht; David Levy; Daniel Small; Uri Landesman; Joseph Mann; Joseph Sanfilippo; and Jeffrey Shulse; Defendants* (the “SEC Action”) whereby Bart M. Schwartz was appointed Receiver for the receivership estates of various entities, including certain entities comprising Client, as more fully described in the Receiver Order. Deloitte Tax also understands that pursuant to the Receiver Order, the Receiver was granted all powers, authorities, rights and privileges possessed by the officers, directors, managers, managing members, and general and limited partners of the Receivership Entities (as defined in the Receiver Order) under applicable state and federal law, by the governing charters, by-laws, articles and/or agreements in addition to all powers and authority of a receiver.

Based on the forgoing and the terms of the Receiver Order, Client’s entry into this Engagement Letter and all payments to be made hereunder are conditioned upon approval of the Court. Accordingly, Client agrees that promptly upon its execution of this Engagement Agreement, it shall file an application with the Court to approve this Engagement Agreement and authorize the payments contemplated hereby.

Notwithstanding anything herein or in the accompanying Business Terms to the contrary, and

without limiting the generality of the forgoing, sections 23 and 24 of the Business Terms, the validity, interpretation and enforcement of this Engagement Agreement, matters arising out of or related to this Engagement Agreement or its making, performance or breach, and related matters shall be governed by the internal laws of the State of New York (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Engagement Agreement, matters arising out of or related to this Engagement Agreement or its making, performance or breach, or related matters shall be brought exclusively in the Court and all parties consent to the exclusive jurisdiction of the Court, waiving any objection to the propriety or convenience of such venues.

## **SCOPE OF SERVICES**

Deloitte Tax will prepare the 2016 federal and state and local income tax returns (“tax returns”) identified in Exhibit A, Listing of Federal and State and Local Income Tax Returns Included in Engagement, attached to this Engagement Letter and incorporated herein by reference.

### **Target Completion Date for Returns**

The target date for completion of the federal K-1s is on or before September 15, 2017 or as agreed upon between Deloitte Tax and Client. The target date for completion of the federal and state tax returns is on or before September 15, 2017 or as agreed upon between Deloitte Tax and Client. To meet these target dates, Deloitte Tax must receive from Client complete and organized data needed to prepare the K-1s and tax returns no later than July 14, 2017. The initial information needed by Deloitte Tax to complete the federal K-1s and returns is outlined in Exhibit B, Initial List of Information Required, attached.

Deloitte Tax will notify Client of circumstances encountered that could change the timetable of the targeted completion date.

At Client’s request, Deloitte Tax may provide preliminary Schedules K-1 to Client prior to completing the Form 1065. Client has the ultimate responsibility for the accuracy of the tax return, including Schedules K-1; therefore, Client should review carefully the preliminary Schedules K-1 before distributing the preliminary Schedules K-1 to Client’s partners. Client acknowledges that the preliminary Schedules K-1 may be different from the Schedules K-1 that are included in the completed Form 1065.

### **Extensions**

In addition to the preparation of Client's 2016 federal and state and local income tax returns, Deloitte Tax will assist in calculating the amounts of extension payments and preparing the extension requests for the 2016 federal and state and local income tax returns identified in Exhibit A.

Please note that, where new information regarding state and local filing requirements becomes available to Deloitte Tax after the original due date (such as the receipt of a Schedule K-1 from an underlying investment where activity occurs in another state and/or local jurisdiction), for those states and localities which require a separate extension request (i.e., the state does not accept the federal extension), such additional state and local returns will not be filed on a timely basis and will potentially be subject to penalty. Client acknowledges that Deloitte tax will not be responsible for any penalty that is assessed on such state and local returns that will not be filed on a timely basis.

### **Foreign Bank Account Reporting**

If Client has foreign bank accounts, investment accounts, partnerships or similar assets, or if Client has signature or similar authority over these types of accounts or investments (whether owned by Client or by others), Client may have to file a FinCEN Form 114, Report of Foreign Bank and Financial Accounts. Unless outlined above or the subject of a separate engagement letter, the Deloitte Tax return preparation Services that are the subject of this Engagement Letter do not include the preparation of any FinCEN Forms 114, which are due annually on April 15. If assistance with these filings is needed, please notify Deloitte Tax and a separate fee estimate for these services can be provided.

### **Passive Foreign Investment Companies ("PFICS")**

Deloitte Tax assumes no responsibility for Passive Foreign Investment Companies ("PFIC") identification of any of Client's investments unless Client separately engages Deloitte Tax to provide advice and assistance as Client makes its identification or determination. Client agrees that PFIC identification is the responsibility of Client and acknowledges the potential implications of a determination by the Internal Revenue Service ("IRS") that an investment is a PFIC, and agrees to hold Deloitte Tax harmless for any consequences that may result to either Client or Client's investors of such a determination.

### **Electronic Return Filing**

Client may be required to file its federal income tax return electronically. Under separate state mandates, Client may also be required to electronically file in the states of New York and other jurisdictions. If Client determines electronic filing is required, the Deloitte Tax responsibilities in connection with providing electronic filing assistance will be limited to communicating to Client the specific procedures and responsibilities that will enable Client to comply with the Internal Revenue Service ("IRS") and states of New York, and other state jurisdictions and to the extent requested by Client, the transmission of the electronic files in the form and content as authorized by the Client. In order for Deloitte Tax to electronically transmit Client's files, Client must provide the signed Form 8453-PE, "U.S. Partnership Declaration for an IRS e-file Return" or other applicable Form 8453 or other required declaration to Deloitte Tax at least seven (7) days prior to

transmission to the IRS and states indicated. Upon receipt of the signed Form 8453-PE or required declaration, Deloitte Tax will transmit the electronic file without modification other than as necessary to resolve diagnostic or other errors generated as a result of the transmission. The receipt of a signed Form 8453-PE or other required declaration will be deemed by Deloitte Tax as authorization by Client to transmit Client's electronic files. Client retains responsibility for compliance with any electronic funds transfer requirements that may apply to the payment of applicable taxes.

### **Reportable Transactions**

The IRS and some states have promulgated rules that require taxpayers to disclose their participation in reportable transactions by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy of that disclosure form with the IRS and/or the applicable state agency. These rules impose significant requirements to disclose certain transactions and such disclosures may encompass transactions entered into in the normal course of business. Client is responsible for ensuring that it has properly disclosed all reportable transactions; failure to make required disclosures will result in substantial penalties. Deloitte Tax will not be responsible for any penalties resulting from Client's failure to accurately and timely file any required reportable transaction disclosure.

Unless outlined below or the subject of a separate engagement letter, the Deloitte Tax return preparation Services that are the subject of this Engagement Letter do not include any obligation by Deloitte Tax to identify any reportable transactions that have not been the subject of a prior consultation between Deloitte Tax and Client.

### **Evaluating Necessary Disclosures**

In addition to the Services described above, Deloitte Tax will assist Client in identifying transactions that may be subject to disclosure under the federal reportable transaction provisions. Our ability to identify transactions requiring disclosure is limited to the information that Client provides as part of the tax return preparation process. Deloitte Tax at this time is not able to estimate the cost of completing the required identification and analysis of those transactions that may be subject to disclosure. The Deloitte Tax professional fees corresponding to the reportable transaction obligations will be based on the amount of professional time required and our standard hourly rates, which vary depending upon the experience level of the professionals involved. These fees will be in addition to the fees discussed below related to the overall preparation of the tax returns. If, as a result of our analysis, Deloitte Tax determines that the fee related to reportable transaction disclosure will exceed 10% of the fee for preparation of the affected tax returns, Deloitte Tax will inform Client prior to continuing the analysis.

### **Uncertain Tax Positions**

The IRS has issued guidance that requires certain large corporations to report uncertain tax positions on their tax returns. As a result, Client may be required to include Schedule UTP, Uncertain Tax Positions Statement, in its 2016 federal income tax return. To the extent the Schedule UTP is considered necessary, Deloitte Tax will request from Client the information to complete Schedule UTP.

The Deloitte Tax fees for preparation of the tax returns do not include an estimate for the procedures necessary to prepare the Schedule UTP. Deloitte Tax expects additional time will be incurred regarding the Schedule UTP and will bill Client for the time incurred at our agreed-upon hourly rates. To the extent the charges for these additional services will exceed 10% of the professional fee for preparation of the applicable tax returns; Deloitte Tax will inform Client prior to the performance of such procedures.

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### **Reading Offering Materials**

For purposes of this engagement, Client may provide Deloitte Tax with draft partnership agreements, materials including tax opinions or tax discussions and other investor communications (collectively referred to as “Offering Materials”) prepared by Client and Client’s legal advisor. Deloitte Tax will read these materials to evaluate whether Deloitte Tax has any questions or concerns with respect to partnership allocations and other computational issues relevant to the preparation of the Client’s partnership tax returns and Schedules K-1. Client agrees that any questions or comments provided by Deloitte Tax with respect to these offering materials are being made solely to facilitate the future preparation of the tax returns described herein and are not intended for the use by outside advisers or counsel or potential investors in the Client. Client agrees and acknowledges that Deloitte Tax has assumed no responsibility to provide advice or comfort with respect to the adequacy of any tax advice or discussions set forth in the offering materials or other communications to potential investors in the Client. Notwithstanding the foregoing, Deloitte Tax will provide Client observations regarding potential inadequacies in the tax disclosure of such Offering Materials that Deloitte Tax identifies. If Deloitte Tax determines that the fee related to reading Offering Materials will exceed 10% of the professional fee for preparation of the affected tax returns, Deloitte Tax will inform Client prior to continuing the analysis.

### **Mandatory Tax Basis Adjustments**

Certain partnerships that have either a substantial built-in loss or substantial basis reductions are required to make mandatory tax basis adjustments to partnership property for certain transfers or distributions.

In connection with the preparation of Client’s 2016 tax returns, it may be necessary for Deloitte Tax to compute these adjustments under certain circumstances.

Please note that, due to the complexity involved in adhering to these rules, Deloitte Tax cannot estimate the time required to calculate and track the mandatory tax basis adjustments and resulting special tax allocations. Therefore, the Deloitte Tax fees and expenses indicated below do not include fees associated with calculating, tracking and special allocations associated with mandatory tax basis adjustments. The Deloitte Tax fees corresponding to the mandatory tax basis adjustments are based on the amount of professional time required and our agreed-upon hourly rates, which vary depending upon the experience level of the professionals involved. These fees will be in addition to the fees discussed below related to the preparation of the tax returns. If Deloitte Tax determines that the fee related to mandatory tax basis adjustments will exceed 10% of the fee for preparation of the affected tax returns, Deloitte Tax will inform Client prior to continuing the analysis.

### **State Tax Return Apportionment Information**

Deloitte Tax will prepare state tax returns based upon the state information and apportionment data described in Exhibit B and the apportionment methodologies utilized by Client on its 2015 tax returns. Client will address and correct instances where apportionment data is incomplete, inaccurate or does not reconcile to the book and tax balances reflected on

the federal tax return. In the course of performing the Services, if Deloitte Tax becomes aware of such incomplete or inaccurate data, Deloitte Tax will inform Client. Deloitte Tax will discuss with and obtain Client's input for addressing apportionment methodologies used in 2015 that may be inappropriate to utilize for the 2016 tax returns.

**Foreign Account Tax Compliance Act**

On February 20, 2014, the IRS issued final and temporary regulations under the Foreign Account Tax Compliance Act (the "Act"); certain provisions of the Act and related Intergovernmental Agreements (collectively "FATCA") took effect July 1, 2014. While FATCA will be phased in through calendar year 2017, there are certain aspects of the legislation that may require annual reporting to the IRS and Non authorities beginning in 2016. The Deloitte Tax return preparation Services that are the subject of this Engagement Letter do not include any services related to Client's compliance with the FATCA regulations. However, if requested, Deloitte Tax would be available to advise Client on its obligations under the FATCA regulations under the terms of a separate engagement letter.

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### **Kick-off Meeting Expectation**

To facilitate an understanding of the tax return preparation engagement processes, Client and Deloitte Tax will hold an engagement kick-off meeting to discuss in detail the information request and timetable, including key engagement deadlines. In addition, Client and Deloitte Tax will discuss potential issues arising from delays or incomplete or inaccurate information.

### **TAX POSITIONS AND POTENTIAL PENALTIES**

Deloitte Tax will discuss with Client tax positions that Deloitte Tax is aware of and for which Client or Deloitte Tax could be subject to potential penalties. With respect to those tax positions, Deloitte Tax will discuss any opportunity to avoid such penalties through adequate disclosure, if relevant, and the requirements for adequate disclosure. Client should be aware that in certain instances, the standards to avoid a potential penalty applicable to Deloitte Tax, as a tax return preparer, may exceed the accuracy related penalty standards applicable to Client. With respect to positions known to Deloitte Tax, Deloitte Tax will include in the tax returns prepared by Deloitte Tax disclosures required in order for Client to avoid accuracy-related penalties under Internal Revenue Code (“IRC”) section 6662 (or comparable state provisions), and disclosures required in order for Deloitte Tax to avoid tax return preparer penalties under IRC section 6694 (or comparable state provisions).

Client returns may be selected for review by taxing authorities, who may not agree with Client’s positions. Any adjustments proposed by taxing authorities are subject to certain rights of appeal. Client representation in administrative taxing authority proceedings is not contemplated within the scope of this Engagement Letter. Deloitte Tax would generally be willing to represent Client 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.

### **ECONOMIC SUBSTANCE PENALTY**

Federal law imposes a strict liability penalty of 20% (or 40% for transactions not adequately disclosed) of the portion of any underpayment attributable to the disallowance of claimed tax benefits by reason of a transaction failing to meet the requirements of the codified economic substance doctrine (IRC section 7701(o)) or any similar rule of law. Client is responsible for informing Deloitte Tax of any transactions that are potentially subject to the strict liability penalty for failing to meet these requirements if applicable. Unless provided under the terms of a separate engagement letter, the Services do not include any obligation by Deloitte Tax to analyze or otherwise conclude regarding the relevance of the economic substance doctrine or the application of any similar rule of law to any of Client’s transactions. Deloitte Tax assumes no responsibility for any penalties resulting from Client’s failure to meet the requirements of the economic substance doctrine or similar rule of law.

## **CONSENT FOR DISCLOSURE AND USE OF TAX RETURN INFORMATION**

Client authorizes that any and all information (i) furnished to Deloitte Tax for or in connection with the preparation of Client's tax returns under this Engagement Letter, (ii) derived or generated by Deloitte Tax from the information described in (i) above, or (iii) associated with prior years' tax return information in the possession of Deloitte Tax may, for a period of up to eight (8) years from the date of this Engagement Letter, be disclosed to and considered and used by any Deloitte Tax affiliate, related entity (or its affiliate) or subcontractor, in each case, whether located within or outside the United States, engaged directly or indirectly in providing Services under this Engagement Letter, tax planning or preparation of tax returns, audited financial statements or other financial statements or financial information as required by a government authority, municipality or regulatory body. Disclosures under this paragraph may consist of all information contained in Client's tax returns; if Client wishes to request a more limited disclosure of tax return information, Client must inform Deloitte Tax. Client acknowledges that Client's tax return information may be disclosed to Deloitte Tax affiliates, related entities (or their affiliates) or subcontractors located outside of the United States.

## **FEES AND EXPENSES**

The Deloitte Tax fees for the preparation of the tax returns, including preparation of extension requests, other than for services related to assessing the applicability of the reportable transaction provisions, preparation of Schedule UTP and assistance with respect to mandatory basis adjustments are between \$278,000 and \$346,000. Deloitte Tax will also bill you (i) reasonable out-of-pocket expenses and (ii) an allocation of estimated administrative and technology costs incurred (e.g., tax technology and processing support activities, research materials, etc.) equal to four (4) percent of professional fees. If Deloitte Tax finds that there is an increased level of complexity or if additional services are necessary in order to complete the returns outlined in Exhibit A, Deloitte Tax will contact you to discuss the billing arrangement related to such out-of-scope services.

Additionally, Deloitte Tax estimates that the fee for the preparation of additional state and local tax returns not listed on Exhibit A will be between \$ 1,500 and \$2,500 for each separate return. Deloitte Tax will prepare such additional state and local tax returns as requested by Client.

## **Impact on Fees Due to Failure to Provide Requested Information**

Deloitte Tax assumes that Client will provide timely and complete information as requested, including complete trial balances and reconciliations of the trial balances to the audited financial statements, state apportionment information that reconciles to Client trial balances, and timely approval and authorization for a particular task in accordance with the above timetable. In the event that Client is unable to provide requested information in a manner suitable to prepare the returns or approval and authorization for a particular task by agreed-

upon deadlines, Deloitte Tax may incur additional time necessary to analyze the required information or perform the particular task, resulting in an increase to our overall fees. To the extent the charges for these additional services will exceed 10% of the overall fees for this engagement, Deloitte Tax will inform Client prior to incurring such additional time.

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**Increased Fees Due to Change in Scope of Services or New Issues**

In the event there is a mutually agreed upon change in the scope of our Services (e.g., a change in the number of entities or tax returns included in the engagement expansion of the requirements or complexities with electronically filing tax returns, regulatory changes in filing requirements, or other items that would impact the amount of time incurred to perform the Services as currently contemplated), it may be necessary to discuss a change in our fee estimate with you. Deloitte Tax will bring these items to Client's attention and will discuss the associated additional fees for such out-of- scope services prior to proceeding.

**BILLING ARRANGEMENTS**

Deloitte Tax will bill 50% of the fees, expenses, and costs for the Services referred to above upon commencement of the Services. Deloitte Tax's expectation is that this amount will be collected before delivery of the Schedule K-1s and extensions, and the remainder of the fees will be collected before delivery of the tax returns.

The fees and expenses are not dependent upon the findings or results of the Services or the ultimate resolution of any items with the tax authorities, nor are those amounts contingent or refundable.

Additionally, Deloitte Tax may perform consulting services throughout the year, for which a separate engagement letter should generally be issued. If Client and Deloitte Tax fail to execute a separate engagement letter with respect to such services, the terms of this Engagement Letter will apply to all services rendered with respect thereto. Unless otherwise agreed, Deloitte Tax will bill for these services at mutually agreed-upon hourly rates.

These rates are as follows and include a 30% discount from our standard rates:

Partner/Director-Specialist	\$791/hour
Senior Manager	\$707/hour
Manager	\$595/hour
Senior Associate	\$497/hour
Associate	\$399/hour

**ACCEPTANCE**

This Engagement Letter including all exhibits, together with the General Business Terms attached hereto, constitutes the entire agreement between Client 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 the Client and Deloitte Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to our office. Your signature constitutes Client's consent to disclosure and use of Client's tax return information in the manner described above. Your signature also constitutes acknowledgment of receipt of the attached Privacy Notice.

Platinum Partners June 9, 2017  
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Thank you for giving Deloitte Tax the opportunity to serve you. If you have any questions regarding the tax Services described in this Engagement Letter, or any other assistance that Deloitte Tax may provide to you, please feel free to contact Edward Dougherty at (212) 436-2165 or William Yahara at (973) 602-5898.

Very truly yours,

DELOITTE TAX LLP

AGREED AND ACCEPTED

Platinum Partners on behalf of itself  
and its subsidiaries and/or affiliates

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_

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Exhibit A – Platinum Partners – June 9, 2017

Deloitte Tax Compliance Services				
Entity	Structure	Entity Type	Return	K-1's/1065*
Platinum Credit Management LP (not filed in 2015)	Management Company	Partnership	1065 \$	20,000
Platinum Liquid Opportunity Management (NY) LLC	Management Company	Partnership	1065 \$	20,000
Platinum Partners Credit Opportunities Master Fund LP	Master Funds	Partnership	1065 \$	26,000
Platinum Partners Liquid Opportunity Master Fund LP	Master Funds	Partnership	1065 \$	26,000
Platinum Partners Credit Opportunities (BL) LLC	Blocker / Feeder Entities	Corporation	1120 \$	15,000
Platinum Partners Credit Opportunities Fund LLC	Blocker / Feeder Entities	Partnership	1065 \$	16,000
Platinum Partners Credit Opportunities Fund (TE), LLC	Blocker / Feeder Entities	Partnership	1065 \$	15,000
Platinum Partners Liquid Opportunity Fund (USA) LP	Blocker / Feeder Entities	Partnership	1065 \$	16,000
Platinum Partners Liquid Opportunity Intermediate Fund LP	Blocker / Feeder Entities	Partnership	1065 \$	15,000
Alpha Credit Resources LLC	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
Hamilton Capital LLC	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
Maximilian Resources LLC	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
NorthRock Financial LLC	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
Burr Capital LLC	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
Bakken Development Opportunities I LLC	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
Financial Ventures LLC	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
Maximilian Investors LLC	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
Platinum Partners Credit Int'l LP	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
ALS Capital Ventures, LLC	Subsidiary - (K-1 to Master Fund - Separate return filed)	Partnership	1065 \$	10,000
Credit Funding LLC	Side Fund - (K-1 to Credit Strategies LLC)	Partnership	1065 \$	15,000
Beta Credit Services	DRE	DRE	\$	2,000
Credit International LLC	DRE	DRE	\$	2,000
JH Funding LLC	DRE	DRE	\$	2,000
Pea & Eigh Company, LLC	DRE	DRE	\$	2,000
Pro Master Group, LLC	DRE	DRE	\$	2,000
Centurion Structured Growth LLC	DRE	DRE	\$	2,000
Credit Mining LLC	DRE	DRE	\$	2,000
Credit Strategies LLC	DRE	DRE	\$	2,000
Diamed Holdings LLC	DRE	DRE	\$	2,000
Lakewood Group LLC	DRE	DRE	\$	2,000
Platinum Long Term Growth VIII, LLC	DRE	DRE	\$	2,000
Pro Player Funding LLC	DRE	DRE	\$	2,000
RE Credit LLC	DRE	DRE	\$	2,000
Regis Capital LLC	DRE	DRE	\$	2,000
RJ Funding LLC	DRE	DRE	\$	2,000
Secure Holdings LLC	DRE	DRE	\$	2,000
West Ventures LLC	DRE	DRE	\$	2,000
Total Platinum Partners Fund Structure:				\$ 310,000

\* Includes 1 state residence and NYC filing. Returns with income sourced to NY and other states will be billed separately. The above proposal assumes that Deloitte is performing a taxable calculation for the DREs. The above proposal does not include tax estimates.

Exhibit A Continued – Platinum Partners – June 9, 2017

	Separate Fee per Additional Item:
• Additional state tax returns needed, including state required state K-1s	\$2,500/ea.
• Preparation of Form 5471 (per form)	\$5,000/ea.
• Preparation of Form 5472 (per form)	\$5,000/ea.
• Preparation of Forms 1042 (per entity)	\$2,000/ea.
• Preparation of FinCEN Form 114 (per form)	\$5,000/ea.
• Preparation of Form 8858 (per form)	\$2,000/ea.
• Preparation of Form 8865 (per form)	\$2,000/ea.
• Preparation of Form 8621 (per form)	\$2,000/ea.
• Preparation of Form 926 (per form)	\$2,000/ea.
• Preparation of Form 8082 (per form)	\$2,000/ea.
• Preparation of Form 8275-R (per form)	\$2,000/ea.
• Preparation of Form 8886 (per form)	\$5,000
• Preparation of Form 1042 and 1042S	\$5,000
• Preparation of Form 8804 and 8805	\$1,000
• Preparation of Form IT-204-LL	\$2,300
• Preparation of quarterly federal, state, and local estimated taxes (per entity)	



**Exhibit B Platinum Partners Initial List of**

**Information Required**

1. Current list of partner's names, addresses, and taxpayer's federal ID numbers as to be presented on Partner's Schedule K-1
2. Final trial balance and general ledger at December 31, 2016
3. Annual partner book allocation schedule showing book capital account information as to be presented on partner's Schedule K-1
4. Current copies of partnership agreements and/or operating agreements and/or Private Placement Memorandum for entities whose tax returns Deloitte Tax is preparing
5. Guaranteed payments by investor (including health insurance premiums).
6. Fixed asset details (including any distributions, if applicable).
7. All prior year's tax information

(Please note that this is a preliminary list and as Deloitte Tax receives the above requested information additional request will be provided.)

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## 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, a particular work order associated with such Engagement Letter (“Work Order”), if any, 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. Capitalized terms not defined in these General Business Terms shall have the meaning given to them in the Engagement Letter.

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

“Client” shall mean the entity specified in the Engagement Letter and shall include such of the Client’s subsidiaries and/or affiliates as identified in the Engagement Letter and/or Work Order or, if none is identified, all of the Client’s subsidiaries and affiliates. The Client represents and warrants that it has the power and authority to (i) sign the Contract, and (ii) to bind, itself and its subsidiaries and/or affiliates.

“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 this 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 this 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; (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 this Contract against any of the Deloitte Entities (except Deloitte Tax); and (iii) the Client will also ensure that no Client subsidiary or affiliate which is not a party to the Contract brings 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 this Contract against any of the Deloitte Entities.

(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

(i) The Client shall cooperate with Deloitte Tax and its Subcontractors in connection with the performance of the Services, including, without limitation, providing Deloitte Tax and its Subcontractors with reasonable facilities and timely access to data, information and personnel of the Client. The Client shall be responsible for the performance of its personnel and third parties retained by the Client, for the timeliness, accuracy and completeness of all data and information (including all financial information and statements) 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.

(ii) The Client shall be solely responsible for, among other things: (A) making all management decisions, performing all management functions and assuming all management responsibilities; (B) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the Services; (C) evaluating the adequacy and results of the Services; (D) accepting responsibility for implementing the results of the Services; and (E) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The provisions in the preceding sentence are not intended to and do not alter, modify or change in any manner the duties and obligations of Deloitte Tax as agreed to and set forth in this Contract. With respect to the data and information provided by the Client to Deloitte Tax or its Subcontractors for the performance of the Services, the Client shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing.

**(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) Except as specifically agreed to in writing, Deloitte Tax shall not provide Advice regarding the financial accounting treatment of any transaction implemented from the Services and will not assume any responsibility for any financial reporting with respect to the Services. 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.

(v) Unless expressly agreed otherwise in writing, each item of Advice will be deemed accepted (and the Services or relevant part completed) when such Advice has been delivered in its final form and no material objection to the Advice or its content is notified by the Client to Deloitte Tax in writing within fourteen (14) days of delivery or when first use of the Advice is made by or on behalf of the Client, whichever occurs first.

**3. Payment of Invoices.**

Deloitte Tax's invoices are due and payable by the Client upon presentation. If payment of an invoice is not received within thirty (30) days of the invoice date ("Due Date"), Deloitte Tax reserves the right to charge interest at the rate of higher of (i) 1½% per month or, if higher, (ii) the rate mandated or allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its other rights or remedies, Deloitte Tax shall have the right to suspend or terminate the Services entirely or in part if payment is not received by the Due Date. The Client shall be responsible for all taxes, such as VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the Services, other than Deloitte Tax's income and property taxes. If any portion of an invoice is disputed, the Client shall notify Deloitte Tax within fifteen (15) days of receipt of the disputed invoice and pay the undisputed portion of that invoice by the Due Date.

#### **4. Term.**

(a) This Contract or any Work Order hereunder, may be terminated in whole or in part by either party at any time, without cause, by giving written notice to the other party not less than thirty (30) days before the effective date of termination.

(b) Either party may terminate this Contract or any Work Order hereunder in whole or in part by written notice to the other on or at any time after the occurrence of any of the following events: (i) a material breach by the other party of an obligation under the Contract or any respective Work Order hereunder and, if the breach is capable of remedy, the defaulting party failing to remedy the breach within 30 days of receipt of notice of such breach; (ii) the other party becomes insolvent or goes into liquidation; (iii) the other party has a resolution passed or a petition presented for its winding-up or dissolution (other than for the purpose of a solvent amalgamation or reconstruction); (iv) the making of an administration order in relation to the other party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other party; (v) the other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or (vi) any event analogous to those set out in (ii) to (v) in any relevant jurisdiction.

(c) Deloitte Tax may terminate this Contract or any Work Order hereunder in whole or in part, with immediate effect upon written notice to the Client if Deloitte Tax determines that (i) a governmental, regulatory, or professional entity, or other entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Deloitte Tax's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules; or (ii) circumstances change (including, without limitation, changes in ownership of the Client or of its affiliates) so that Deloitte Tax's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules.

(d) Upon termination of the Contract or any Work Order hereunder for any reason, the Client will compensate Deloitte Tax in accordance with the terms of the Contract for the Services performed and expenses incurred through the effective date of termination.

(e) Termination of any part of the Contract shall not affect the remainder of the Contract. These General Business Terms shall continue to apply to any Work Order in force that has not itself been terminated in accordance with the provisions of Paragraphs 4(a), (b) or (c).

#### **5. 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 this 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 this 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 this 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 10.

(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 this Contract.

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(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.

#### **6. 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 under the Contract, or the fees paid under a particular Work Order for Claims arising under such Work Order, by the Client to Deloitte Tax, 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 bad faith or intentional misconduct or fraud of Deloitte Tax, any Deloitte Entity or any Subcontractor retained for providing the 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 6 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) Deloitte Tax's responsibility for the Services is solely toward the Client identified in the Contract or Advice to be entitled to rely on the Services, and not toward any other subsidiary or affiliate of the Client. If more than one Client subsidiary or affiliate is a party to the Contract or is identified in the Contract, Deloitte Tax's responsibility is solely toward the Client for whose benefit the Services were provided.

(e) The liability cap in Paragraph 6(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 6(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.

(f) 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 6 shall apply to the other Deloitte Entities (including Subcontractors) as if they were named therein.

(g) The provisions of Paragraph 6 shall not apply to any liability which by the governing law of the Contract is unlawful to limit or exclude.

#### **7. 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.**

#### **8. Force Majeure.**

Neither party shall be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

#### **9. 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, except that an action for non-payment of Deloitte

Tax's invoices by the Client may be brought at any time.

**10. Confidentiality.**

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(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 10; (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) if the Client or its affiliates have securities registered with the United States Securities and Exchange Commission and any Deloitte Entity is the auditor of the Client or any of its affiliates, in which case no restrictions or limitations are placed by Deloitte Tax on the Client’s disclosure of the tax treatment or tax structure associated with the tax Services or transactions described in the Contract and the Client acknowledges that none of its other advisers has imposed or will impose restrictions or limitations with such tax treatment or tax structure; (iii) 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; (iv) 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; (v) the Client may disclose the Advice on a need to know basis to any affiliate that is not a member of the Client for information purposes only, provided that the Client ensures and the recipient undertakes to keep such Advice confidential and not to bring any claim of any kind against any Deloitte Entity in relation to the Advice or the Services; and (vi) on a need to know basis to statutory auditors of the Client in their capacity as such.

(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.

#### **11. Assignment.**

Neither party may assign or otherwise transfer this Contract without the prior express written consent of the other, except that Deloitte Tax may assign any of its rights or obligations hereunder to any other Deloitte Entity and to any successor to its business. Neither party will directly or indirectly agree to assign or transfer to a third party any Claim against the other party arising out of this Contract.

#### **12. Indemnification.**

The Client shall indemnify and hold harmless Deloitte Tax, and any other Deloitte Entity from all third party Claims except to the extent finally determined to have resulted primarily from the fraud, intentional misconduct or bad faith of Deloitte Tax, or any other Deloitte Entity. In circumstances where all or any portion of the provisions of this paragraph are finally determined to be unavailable, the aggregate liability of Deloitte Tax and all other Deloitte Entities (including 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.

**13. Electronic Communications.**

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(a) Except as instructed otherwise in writing, Deloitte Entities and the Client are authorized to receive properly addressed fax, e-mail (including e-mails exchanged via Internet media) and voicemail communication for both sensitive and non-sensitive documents and other communications concerning this Contract, as well as other means of communication used or accepted by the other. Deloitte Entities may also communicate electronically with tax and other authorities.

(b) It is recognized that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. Electronic communications are also prone to contamination by viruses. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in any way arising from the use of the internet or from access by any Deloitte Entity personnel to networks, applications, electronic data or other systems of the Client.

#### **14. Other Clients.**

Nothing in this Contract will prevent or restrict any Deloitte Entity, including Deloitte Tax, from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience or skills used in, gained or arising from performing the Services subject to the obligations of confidentiality set out in Paragraph 10 even if those other clients' interests are in competition with the Client. Also, to the extent that Deloitte Tax possesses information obtained under an obligation of confidentiality to another client or other third party, Deloitte Tax is not obliged to disclose it to any member of the Client, or use it for the benefit of the Client, however relevant it may be to the Services.

#### **15. Staff.**

Deloitte Tax and the Client each agree not to directly or indirectly solicit, employ or engage any personnel of the other party who within six (6) months of such action has been involved directly with the provision of the Services or otherwise directly connected with this Contract, except where an individual responds directly to a general recruitment campaign.

#### **16. Destruction of Working Papers.**

Deloitte Tax may retain copies of documents and files provided by the Client in connection with the Services for purposes of compliance with professional standards and internal retention policies. Any documents and files retained by Deloitte Tax on completion of the Services (including documents legally belonging to the Client) may routinely be destroyed in accordance with Deloitte Entities' policies applying from time to time.

#### **17. Marketing Material & Use of Name.**

Neither the Deloitte Entities nor the Client shall use the other's name, trademarks, service marks, logos, and/or branding in external publicity material without such other party's prior written consent.

#### **18. Spreadsheets, Models and Tools.**

In the course of providing the Services, Deloitte Tax may make reference to spreadsheets, models or tools (together "Models") that the Client provides to Deloitte Tax or requests Deloitte Tax to rely upon ("Client Models") or that Deloitte Tax otherwise uses in connection with the Services ("Deloitte Models"). All Models have limitations and may not produce valid results for all possible combinations of input data with the result that actual and potential errors are not detected. Unless otherwise expressly agreed in the Contract: (i) Deloitte Tax will not be responsible for reviewing, testing or detecting any errors in any Client Models; (ii) no Deloitte Model will be provided or treated as Advice; and (iii) where Deloitte Tax provides any Deloitte Model by way of explanation or illustration of any Advice, Deloitte Tax makes no representation, warranty or undertaking (express or implied) of any kind about the accuracy, suitability or adequacy of any such Deloitte Model for the Client's own needs.

#### **19. Data Protection.**

(a) Each party shall comply with their respective obligations under the applicable data protection laws to the extent in connection with this Contract and the Services a party stores, processes and transfers any personal data to which data protection laws apply ("Personal Data"). In relation to any Client or third party Personal Data which is processed by Deloitte Tax as part of the Services, Deloitte Tax as data processor will (i) process such Personal Data only in accordance with lawful and reasonable instructions of the Client; and (ii) in compliance with legally required

security obligations applicable to a data processor.

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(b) The Client confirms that it has obtained all legally required authorizations to transfer any Personal Data to Deloitte Tax and including across borders and outside the territory of the European Union.

#### **20. Counterparts and Language.**

This Contract may be signed in any number of counterparts (whether such counterparts are original or fax or in the form of a pdf attachment to an e-mail). Each signed counterpart shall be deemed to be an original thereof, but all the counterparts shall together constitute one and the same instrument. Where there are versions of the Contract in the English language and another language, in the event of any discrepancies between versions, the English language version shall prevail.

#### **21. Entire Agreement, Modification and Effectiveness.**

Nothing discussed prior to execution of the Contract induced, nor forms part of, the Contract except to the extent repeated in this Contract. This Contract supersedes any previous agreement, understanding or communication, written or oral, relating to its subject matter. No variation to the Contract shall be effective unless it is documented in writing and signed by authorized representatives of both parties, provided, however, that the scope of the Services may be changed by agreement of the parties in writing, including by e-mail or fax. If Deloitte Tax has already started work (e.g., by gathering information, project planning or giving initial advice) at the request of the Client then the Client agrees that this Contract is effective from the start of such work.

#### **22. 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 this 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 or any Work Order 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.

#### **23. Governing Law and Submission to Jurisdiction.**

This 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 this Contract or the Services shall be brought and maintained exclusively in New York County, the State of New York. Subject to Paragraph 25, 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. Nothing in this paragraph will prevent either party, at any time before or after the dispute resolution procedures are invoked, from commencing legal proceedings to protect any intellectual property rights, trade secrets or confidential information or to preserve any legal right or remedy. **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.**

#### **24. Dispute Resolution.**

The parties agree to attempt in good faith to resolve any dispute or claim arising out of or in connection with the Contract promptly through negotiations between senior management. If the matter is not resolved through negotiation, then either party may request that a good faith attempt is made to resolve the dispute or claim by participating in an Alternative Dispute Resolution (“ADR”) procedure. If the dispute or claim has not been resolved within sixty (60) days of a request being made for reference to ADR, then legal proceedings may be commenced in respect of the matter. Nothing in this paragraph prevent either party, at any time before or after the dispute resolution

procedures are invoked, from commencing legal proceedings to protect any intellectual property rights, trade secrets or confidential information or to preserve any legal right or remedy.

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**25. 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.

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## Deloitte Tax Privacy Notice

### Introduction

This privacy notice applies to clients who obtain services from Deloitte Tax. Deloitte Tax refers to Deloitte Tax LLP and its subsidiaries.

### Information Collection

Deloitte Tax may collect personally identifiable information (“PII”) from you such as:

- Home address
- Home telephone number
- Date of birth
- Government identifiers (such as social security number)

In connection with our client acceptance process, Deloitte Tax may collect PII about you that may be considered sensitive. This could include, for example, history of any criminal activity.

Deloitte Tax may also collect PII about you from, among other places:

- Information you provide directly to us
- Information regarding the services that Deloitte Tax provides or has previously provided to you
- Information Deloitte Tax receives from our affiliated entities or third parties relating to the establishment of our relationship or the provision of services to you

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

### Information Use

Deloitte Tax collects PII about you to:

- Establish or maintain our relationship with you
- Provide you with services you have requested
- Keep you informed of services we think may be of interest to you

Without PII, Deloitte Tax may be unable to provide you with the services you have requested.

### Disclosure of Information

Deloitte Tax may share PII about you with others as permitted by contractual agreement or as required by law, such as:

- Our affiliates
- Third parties in connection with the provision of services to you
- Government entities and regulatory bodies
- Those with whom you have requested us to share information

Deloitte Tax requires third parties who perform services for us to agree to treat PII about you confidentially and securely.

Unless restricted by law, regulation, contract or professional standards, Deloitte Tax may transfer PII about you outside the United States to other countries for the purposes described in this privacy notice.

Deloitte Tax will provide notice and obtain your consent before:

- Sharing PII about you with an unaffiliated third party who is not performing services for us, except if such sharing is otherwise permitted by this privacy notice, or
- Using sensitive PII about you for purposes not described in this privacy notice

Deloitte Tax does not sell or lease PII about you to others.

### Access

You may request access to the PII that Deloitte Tax has about you. You may also request the correction, amendment or deletion of PII about you that is inaccurate. Deloitte Tax will treat requests for access, correction, amendment or deletion of PII about you in accordance with its internal policies and applicable legal requirements.

### Information Security

Deloitte Tax maintains reasonable physical, administrative and technical safeguards to protect PII from loss, misuse, or unauthorized access, disclosure, alteration or destruction. *Our personnel and the personnel of our affiliates are provided access to PII about you only if they have a need to know the information in connection with a legitimate business purpose, such as (i) the provision of services to you or (ii) to help identify other services that Deloitte Tax and its affiliates offer that may be of interest or use to you.*

### Changes to This Privacy Notice

Deloitte Tax reserves the right to change this privacy notice. Deloitte Tax will provide you with a revised privacy notice that reflects such changes as required by law.

### Questions

If you have any questions or concerns regarding this notice, please contact your engagement partner/principal/director.