

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD JULY 1, 2024 THROUGH AUGUST 2, 2024

In re: Invitae Corporation, *et al.*

Applicant: Deloitte Tax LLP, Tax Advisory
Services Provider

Case No. 24-11362 (MBK)

Client: Debtors and Debtors in Possession

Chapter 11

Case Filed: February 13, 2024

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

/s/ Derek Judi

08/28/2024

Derek Judi

Date



SECTION I FEE SUMMARY

Summary of Amounts Requested for the Period
July 1, 2024 through August 2, 2024 (the “**Compensation Period**”)

Fee Total	\$13,017.84
Disbursement Total	\$7.00
Total Fees Plus Disbursements	\$13,024.84

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$89,677.64
Total Fees and Expenses Allowed to Date:	\$0.00
Total Retainer Remaining:	\$23,000.00
Total Holdback:	\$17,400.93
Total Received by Applicant:	\$60,570.12

Professional	Level	Hours	Fees
Property Tax Services			
S, Ananthakrishnan	Senior Consultant	2.5	
Farnsworth, Tyler	Consultant	0.5	
Professional Subtotal:		3.0	\$1,345.84

Professional	Level	Hours	Fees
Tax Compliance Services			
Ammenla Narsimha,	Manager	1.0	
Cantrell, Cody	Manager	0.5	
Green, Ian	Manager	16.2	
Peacock, Thomas	Manager	2.2	
Aravind, SAI	Senior Consultant	42.0	
Chang, Tiffany	Senior Consultant	18.0	
G, Navaparvathi	Senior Consultant	0.5	
Wright, Grant	Senior Consultant	33.2	
Farnsworth, Tyler	Consultant	0.7	
Herfel, Garrison	Consultant	0.5	
Lnu, Savigya	Consultant	2.0	
Mclellan, Austin	Consultant	4.0	
Mahitha, Mahitha	Consultant	0.0	
Moin, Farha	Consultant	9.3	
P, Varshaa	Consultant	0.5	
Ramesh Vaishnavi,	Consultant	39.5	
V, Nithya	Consultant	0.0	
Zubair, Shaikh	Consultant	17.5	
Professional Subtotal:		187.6	\$9,250.00

Professional	Level	Rate	Hours	Fees
Preparation of Fee Applications				
McDonald, Carisa	Senior Consultant	\$250.00	3.3	\$825.00
Gutierrez, Dalia	Consultant	\$230.00	2.9	\$667.00
M, Deepa	Consultant	\$150.00	2.0	\$300.00
Jain, Ashima	Consultant	\$150.00	0.0	\$0.00
Majumder, Aritra	Consultant	\$150.00	3.0	\$450.00
Verma, Anshu	Consultant	\$150.00	1.2	\$180.00
Professional Subtotal:			12.4	\$2,422.00

Total	Blended Hourly Rate: \$64.13	203.0	\$13,017.84
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**SECTION II
SUMMARY OF SERVICES**

Categories	Hours	Fees
Preparation of Fee Applications	12.4	\$2,422.00
Property Tax Services	3.0	\$1,345.84
Tax Compliance Services	187.6	\$9,250.00
Fees Category Subtotal :	203.0	\$13,017.84

**SECTION II
SUMMARY OF EXPENSES**

Expense Categories	Total Expenses for the Period
Meals	\$7.00
Expense Category Subtotal :	\$7.00

**SECTION III
CASE HISTORY**

- (1) Date cases filed: February 13, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: April 23, 2024, effective as of February 13, 2024. See **Exhibit A**.
If limit on number of hours or other limitations to retention, set forth: N/A
- (4) Summarize in brief the benefits to the estate and attach supplements as needed:¹
 - (a) The Applicant provided tax advisory services on federal, foreign, state and local tax matters.
 - (b) The Applicant assisted in calculating the amounts of extension payments, preparing extension requests and calculating 2024 quarterly estimated tax payments as requested by the Debtors.
 - (c) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.²
- (5) Anticipated distribution to creditors:
 - (a) Administration expense: Paid in full.
 - (b) Secured creditors: To be paid in accordance with the *Third Amended Joint Plan of Invitae Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “**Plan**”) [Docket No. 909].
 - (c) Priority creditors: To be paid in accordance with the Plan.
 - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors: To be made in accordance with the Plan.

¹ The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtors and for the benefit of the estates; it is not intended to itemize each and every professional service which the Applicant performed.

² The invoice attached hereto as **Exhibit B** contains detailed descriptions of the services rendered and expenses incurred by the Applicant during the Compensation Period.

(7) This is the sixth monthly fee statement.

Exhibit A

Retention Order



Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re:
INVITAE CORPORATION, <i>et al.</i> ,
Debtors. ¹

Order Filed on April 23, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11

Case No. 24-11362 (MBK)(Jointly Administered)

**ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT
OF DELOITTE TAX LLP AS TAX ADVISORY SERVICES
PROVIDER TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through eleven (11), is
ORDERED.

DATED: April 23, 2024


Honorable Michael B. Kaplan
United States Bankruptcy Judge

¹ The last four digits of Debtor Invitae Corporation’s tax identification number are 1898. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at www.kcellc.net/invitae. The Debtors’ service address in these chapter 11 cases is 1400 16th Street, San Francisco, California 94103.

Caption in Compliance with D.N.J. LBR 9004-1(b)

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*Proposed Co-Counsel to the Debtors and
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Debtors: INVITAE CORPORATION, *et al.*
Case No. 24-11362 (MBK)
Caption of Order: ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF DELOITTE TAX LLP AS TAX ADVISORY SERVICES PROVIDER EFFECTIVE AS OF THE PETITION DATE

Upon the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Deloitte Tax LLP as Tax Advisory Services Provider Effective as of the Petition Date* (the "Application"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") authorizing the Debtors to employ and retain Deloitte Tax LLP ("Deloitte Tax") as their tax advisory services provider, effective as of the Petition Date, pursuant to sections 327(a), 328(a), and 1107(b) of title 11 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 all as more fully set forth in the Application; and upon the Judi Declaration; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court being satisfied, based on the representations made in the Application and the Judi Declaration, that (a) Deloitte Tax does not hold or represent an interest adverse to the Debtors' estates and (b) Deloitte Tax is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code as required by section 327(a) of the

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

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Debtors: INVITAE CORPORATION, *et al.*

Case No. 24-11362 (MBK)

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Bankruptcy Code; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY**

ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to retain and employ Deloitte Tax as tax advisory services provider on the terms and conditions set forth in the Engagement Agreements attached hereto as Exhibit 1 through Exhibit 6, respectively, to the extent set forth herein, effective as of the Petition Date, as modified by this Order.
3. The terms and conditions of the Engagement Agreements, including without limitation, the compensation structures, are reasonable and are hereby approved in all respects, as modified by this Order.
4. Deloitte Tax shall file interim and final fee applications for allowance of its compensation and reimbursement of its expenses with respect to services rendered during these chapter 11 cases with the Court, in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the applicable U.S. Trustee Guidelines, this Order, and any applicable orders of this Court.
5. Deloitte Tax shall include in its fee applications, among other things, contemporaneous time records setting forth a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering

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Debtors: INVITAE CORPORATION, *et al.*
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services on behalf of the Debtors in one-tenth hour increments. Notwithstanding anything to the contrary contained in the Application, the Judi Declaration, or the Engagement Agreements, Deloitte Tax's interim and final applications for compensation and reimbursement of fees and actual expenses shall be subject to review under the reasonableness standard in section 330 of the Bankruptcy Code.

6. In the event that the rates of compensation for the services increase from the rates disclosed for services in the Application or the Engagement Agreements, Deloitte Tax will provide at least ten (10) business days' notice prior to the effective date of such increases to the Debtors, the U.S. Trustee, and the Unsecured Creditors' Committee, and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increases pursuant to section 330 of the Bankruptcy Code.

7. Notwithstanding anything in the Engagement Agreements to the contrary, the respective Indemnification Provisions set forth in the General Business Terms appended to the 2021 Tax Advisory Engagement Letter and the 2024 Tax Advisory Engagement Letter, respectively, are hereby approved, subject to the following modifications with respect to the services performed thereunder from the Petition Date through the effective date of any chapter 11 plan:

- a. neither Deloitte Tax nor any Deloitte Entity shall be entitled to indemnification pursuant to the Engagement Agreements for services, unless such services and the indemnification therefor are approved by this Court;

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Debtors: INVITAE CORPORATION, *et al.*

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- b. notwithstanding subparagraph (a) above or any provisions of the Engagement Agreements to the contrary, the Debtors shall have no obligation to indemnify any Deloitte Entity or Deloitte Tax for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from any Deloitte Entity's or Deloitte Tax's gross negligence, willful misconduct, self-dealing, fraud, breach of fiduciary duty, or bad faith; (ii) for a contractual dispute in which the Debtors allege breach of any Deloitte Entity's or Deloitte Tax's contractual obligations, unless this Court determines that indemnification would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a claim or expense for which a Deloitte Entity or Deloitte Tax should not receive indemnity under the terms of the Engagement Agreements, as modified by this Order; and
- c. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, any Deloitte Entity or Deloitte Tax believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification obligations under the Engagement Agreements, as modified by this Order, a Deloitte Entity or Deloitte Tax must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Deloitte entity before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time during which the Court shall have jurisdiction over any request by the Deloitte Entity or Deloitte Tax for compensation and expenses by such Deloitte Entity or Deloitte Tax for indemnification and is not a provision limiting the duration of the Debtors' obligation to indemnify. All parties in interest shall retain the right to object to any demand by a Deloitte Entity or Deloitte Tax for indemnification.

8. Notwithstanding anything in the Engagement Agreements to the contrary, the Engagement Agreements are hereby approved, subject to the following modifications with respect to services performed under the Engagement Agreements after the Petition Date and prior to the effective date of any chapter 11 plan:

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Debtors: INVITAE CORPORATION, *et al.*

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- a. The last sentence of paragraph 1(c) of the General Business Terms to the 2021 Tax Advisory Engagement Letter and the 2024 Tax Advisory Engagement Letter shall be deemed deleted and replaced with the following:

Nothing contained in these terms shall alter in any way the duties imposed by law on Deloitte Tax in respect of the Services provided under the Engagement Letter. It is understood and agreed that Deloitte Tax is an independent contractor and that Deloitte Tax is not, and will not be considered to be, an agent, partner, or representative of the Client. Neither party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create an obligation on behalf of, or in the name of, the other.

- b. The second and last sentence of Section 3 of the General Business Terms to the 2021 Tax Advisory Engagement Letter and the 2024 Tax Advisory Engagement Letter shall be deemed deleted.
- c. Section 6 of the General Business Terms to the 2021 Tax Advisory Engagement Letter and the 2024 Tax Advisory Engagement Letter setting forth the limitation on liability shall be deemed deleted.
- d. Section 9 of the General Business Terms to the 2021 Tax Advisory Engagement Letter and the 2024 Tax Advisory Engagement Letter shall be deemed deleted.

9. If Deloitte Tax requests reimbursement for attorneys' fees and expenses pursuant to the Application and/or the Engagement Agreements, the invoices and supporting time records from such attorneys shall be included in Deloitte Tax's fee applications, and such invoices and time records shall be in compliance with the Local Rule 2016-1(f) and shall be subject to the applicable U.S. Trustee Guidelines and approval of the Bankruptcy Court under the standards of section 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. All rights are reserved to permit

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Debtors: INVITAE CORPORATION, *et al.*

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objection to any request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of Deloitte Tax's outside counsel.

10. Notwithstanding anything in the Application to the contrary, Deloitte Tax shall seek reimbursement from the Debtors' estates for its engagement-related expenses at Deloitte Tax's actual cost paid.

11. If the Debtors and Deloitte Tax enter into any supplemental agreements, engagement agreements, or statements of work for additional services, the Debtors will file any such supplemental agreements, engagement agreements, or statements of work with the Court and serve the same upon the applicable notice parties. Absent any objection filed within fourteen (14) days after the filing and service of any such supplemental agreement, engagement agreements, or statement of work, Deloitte Tax shall be deemed authorized and approved to provide and be compensated for such additional services pursuant to this Order and the terms of such supplemental agreement, engagement agreement, or statement of work. If any parties object to such proposed supplemental agreement, engagement agreement, or statement of work, the Debtors will promptly schedule a hearing before the Court within ten (10) days of receipt of any such objection or as soon thereafter as is practicable. Any additional services shall be subject to the provisions of this Order.

12. Notwithstanding anything in the Application, the Judi Declaration or the Engagement Agreements to the contrary, to the extent Deloitte Tax retains the services of third-party subcontractors, including DTTL Member Firms, who are not a subsidiary of, or otherwise affiliated with, Deloitte Tax (collectively, the "Contractors") in

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Debtors: INVITAE CORPORATION, *et al.*

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these chapter 11 cases, Deloitte Tax shall (a) pass through the fees of such Contractors to the Debtors at the same rate that Deloitte Tax pays the Contractors; (b) seek reimbursement for actual costs of the Contractors only; (c) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014; and (d) file with the Court such disclosures as required by Bankruptcy Rule 2014.

13. Notwithstanding anything in the Application, the Judi Declaration, or the Engagement Agreements to the contrary, Deloitte Tax shall file a notice with the Court in the event that it has determined to suspend and/or terminate its services for the Debtors under the terms of the Engagement Agreements, as modified by this Order, ten (10) days prior to the effective date of such suspension or termination.

14. Notwithstanding anything in the Application, the Judi Declaration, or the Engagement Agreements to the contrary, this Court shall have exclusive jurisdiction over Deloitte Tax's engagement hereunder with respect to services performed prior to the effective date of any plan of reorganization of the Debtors, unless such jurisdiction is relinquished.

15. The Debtors shall use their best efforts to avoid any duplication of services provided by Deloitte Tax and any of the Debtors' other retained professionals in these chapter 11 cases, and, in connection with the services to be rendered pursuant to the Engagement Agreements, Deloitte Tax shall endeavor to coordinate and work together with such of the Debtors' other retained professionals to minimize or avoid duplication of services.

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Debtors: INVITAE CORPORATION, *et al.*
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16. Deloitte Tax will only bill 50 percent for non-working travel and shall not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of Deloitte Tax's fee applications in these cases.

17. Deloitte Tax will provide all monthly fee statements, interim fee applications, and its final fee application in "LEDES" or "Excel" format to the U.S. Trustee.

18. If the Court enters an order denying the *Debtors' Motion for Entry of an Order Authorizing the Debtors to File Under Seal the Names of Certain Confidential Transaction Parties in Interest Related to the Debtors' Professional Retention Applications* [Docket No. 156], or such motion is withdrawn or the relief requested is moot, Deloitte Tax will, within fourteen days of such denial, withdrawal or other resolution, and through a supplemental declaration, disclose the identities of all Confidential Transaction Parties that were filed under seal.

19. To the extent that there may be any inconsistency between the terms of the Application, the Judi Declaration, the Engagement Agreements, and this Order, the terms of this Order shall govern.

20. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

21. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

22. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

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Debtors: INVITAE CORPORATION, *et al.*

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23. Notwithstanding anything to the contrary in the Application, the Judi Declaration or the Engagement Agreements, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

2021 Tax Advisory Engagement Letter



Deloitte Tax LLP
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www.deloitte.com

March 25, 2021

Mr. Robert Werner
Chief Accounting Officer
Invitae Corporation
1400 16th Street
San Francisco, CA 94103

Dear Rob:

Thank you for choosing Deloitte Tax LLP (“Deloitte Tax” or “our”) for tax advisory services (“Services”) for Invitae Corporation and its subsidiaries and/or affiliates (“Client”) during the period through December 31, 2023. Deloitte Tax is willing to provide Services on federal, foreign, state and local tax matters as requested by the Client. Deloitte Tax and Client acknowledge and agree that the terms and conditions of this Engagement Letter will be retroactive to January 1, 2021.

This letter is intended to establish an overall contractual framework for the provision and delivery of Services to Client, describe the respective responsibilities of Deloitte Tax and Client relating to the Services and the fees Deloitte Tax expects to charge. This letter does not commit Client to purchase any Services and does not commit Deloitte Tax to provide any Services. Client only becomes committed to purchasing, and Deloitte Tax only becomes committed to providing, Services when such Services are (i) requested by Client, and (ii) agreed to by Deloitte Tax in a Work Order (described below) or otherwise. If/when Deloitte Tax is contacted and agrees to be engaged to provide specific Services, this letter shall be considered the engagement letter (“Engagement Letter”).

SCOPE OF SERVICES

Client and Deloitte Tax agree that the terms of this Engagement Letter will apply to all Services to be provided by Deloitte Tax to Client during the period set forth above, unless such services are the subject of a separate written agreement entered into between Deloitte Tax and Client.

As the specific Service Client wishes to engage Deloitte Tax to provide is identified, Client and Deloitte Tax will execute a separate work order (“Work Order”) when such Service involves contemplated fees in excess of \$25,000. The request for Services should be in a form of a Work Order as set forth in Exhibit A attached to this Engagement Letter (or a substantially similar form). The request for Services should reference this Engagement Letter and clearly describe the specific details of the Services Deloitte Tax will be engaged to provide pursuant to the Work Order (including scope of work, deliverables, timing, Client responsibilities and fees).

It is contemplated that the Services requested from Deloitte Tax may include oral and written opinions, consulting, recommendations and other communications rendered in response to specific tax questions posed by Client. Deloitte Tax’s analysis and response to these tax questions may be based upon a review of various documentation including, but not limited to, legal opinions, books and records (collectively, “books and records”) relevant to Client’s transactions and business activity that Client provides to Deloitte Tax. With respect to such Services, Deloitte Tax is entitled to assume without independent verification the accuracy of all

Mr. Robert Werner
Invitae Corporation
March 25, 2021
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representations, assumptions, information and data provided by Client and its representatives. Deloitte Tax may ask Client to clarify or supplement information provided in this context.

TAX POSITIONS, POTENTIAL PENALTIES, TAXING AUTHORITY AUDITS

In accordance with our professional standards, while in the course of performing our Services should Deloitte Tax become aware of tax return positions for which either Client or Deloitte Tax may be subject to potential penalties by taxing authorities, Deloitte Tax will discuss with Client these positions including how any such penalties may be avoided through adequate disclosures to taxing authorities. Client should be aware that as a tax return preparer, Deloitte Tax may be required to satisfy disclosure requirements that may exceed those applicable to Client.

ACKNOWLEDGMENTS AND AGREEMENTS

The Services will be performed in accordance with the *Statement on Standards for Consulting Services* established by the American Institute of Certified Public Accountants ("AICPA"). Services to be performed by Deloitte Tax will be established by mutual agreement and can be changed or modified in the same manner. Deloitte Tax will promptly inform Client of any circumstances that warrant a change in the scope of the specific services to be provided, and similarly, Client agrees to notify Deloitte Tax promptly if modifications to the Services are requested.

Client acknowledges and agrees that the Services provided pursuant to this Engagement Letter will be based solely upon:

- (a) Client's understanding that Deloitte Tax will only be responsible to provide tax advice with respect to the specific matter, transaction or question actually presented by Client, including the type of tax and the taxing jurisdiction specifically identified by Client (e.g., federal, foreign, state, local, sales, excise, etc.); and
- (b) Client's understanding that Deloitte Tax, as a result of providing such tax advice, is under no obligation to represent Client with respect to any such challenge or an administrative or judicial challenge thereof. Deloitte Tax would generally be available to represent Client before the appropriate taxing authorities, if permissible, for an additional fee that is mutually agreed upon.

All rights and obligations of Deloitte Tax and Client described in this Engagement Letter will apply to each Work Order. In the event of any conflict or inconsistency between the terms of this Engagement Letter and the terms of any Work Order, the terms of this Engagement Letter shall control. Notwithstanding the immediately preceding sentence, in the event that a Work Order expressly provides that certain provisions therein shall control over specified provisions of this Engagement Letter, then, to the extent that such provisions of the Work Order conflict or are inconsistent with the specified provisions of this Engagement Letter, such provisions of the Work Order shall control. If a Work Order is not executed, as previously described, the terms of this Engagement Letter will apply to the Services provided.

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 Services 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 end of the tax year to which the information relates, be disclosed to and

Mr. Robert Werner
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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 Services, other than for Services which are the subject of a separate engagement letter with a different fee arrangement or a Work Order, will be based on the amount of professional time incurred and our agreed-upon hourly rates, which will vary depending upon the experience level of the professionals involved. Hourly rates of our Washington National Tax and other subject matter specialists may exceed the hourly rates of our local office professionals.

The Deloitte Tax fees for the Services are based on time incurred at the following hourly rates. Rates below are effective January 1st of each respective year and represent a 3% annual adjustment:

<u>Level</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Partner/Principal/Managing Director	\$730	\$750	\$775
Senior Manager	\$630	\$650	\$670
Manager	\$500	\$515	\$530
Senior	\$300	\$310	\$320
Associate	\$215	\$220	\$225

Deloitte Tax will submit monthly bills as the Services are performed. The fees and expenses are not dependent upon the findings or results of the Services or the ultimate resolution of any items with the taxing authorities, nor are those amounts contingent or refundable.

ACCEPTANCE

This Engagement Letter, including all exhibits and Work Orders, together with the General Business Terms attached hereto and thereto, constitutes the entire agreement between Client and Deloitte Tax with respect to this overall contractual framework, supersedes all other oral and written representations, understandings or agreements relating to this framework, 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.

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 Cami Jepsen at (408) 704-4021 or me at (408) 704-4378.

Mr. Robert Werner
Invitae Corporation
March 25, 2021
Page 4

Very truly yours,

AGREED AND ACCEPTED

DELOITTE TAX LLP

Invitae Corporation, on behalf of itself and its subsidiaries and/or affiliates

By: 

Derek Judi
Managing Director

By: 

Rob Werner
Chief Accounting Officer

Date: April 14, 2021

Enclosures

Exhibit A
Invitae Corporation
Work Order

Work Order Number: _____ Authorized Start Date: _____

This Work Order incorporates the terms and conditions of the Engagement Letter between Deloitte Tax LLP (“Deloitte Tax”) and Invitae Corporation and its subsidiaries and/or affiliates (“Client”) dated April 12, 2021.

Description of Services:

Estimated Timing for Services and Deliverables (if any):

Fees and Expenses (if different from the provisions stated in the Engagement Letter):

Client Responsibilities:

Other Terms (if applicable):

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 Services under this Work Order, (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 end of the tax year to which the information relates, 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 Work Order, 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.

Your signature constitutes Client’s consent to disclosure and use of Client’s tax return information in the manner described above.

Very truly yours,

AGREED AND ACCEPTED

DELOITTE TAX LLP

Invitae Corporation, on behalf of itself and its subsidiaries and/or affiliates

By: _____
Derek Judi
Managing Director

By: _____
Rob Werner
Chief Accounting Officer

Date: _____

DELOITTE TAX LLP GENERAL BUSINESS TERMS

1. Contract and Parties.

(a) The engagement letter and any appendices and exhibits other than these General Business Terms (“Engagement Letter”) issued by Deloitte Tax LLP (“Deloitte Tax”) and addressed to the Client, 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 reasonably 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 Client's receipt of a written invoice ("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.

(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 (i) the Gross Negligence, intentional fraud, intentional misconduct or bad faith of Deloitte Tax, any Deloitte Entity or any Subcontractor retained for providing the Services to the Client, or (ii) disclosures of Client Confidential Information by Deloitte Tax in breach of Paragraph 10(a), in which event Deloitte Tax, its Subcontractors and their respective personnel shall not be liable to Client for any Claims

resulting from such disclosures for an aggregate amount in excess of two (2) times the fees paid for that part of the Services giving rise to the Claim. For purposes of the Contract and these terms, "Gross Negligence" shall mean conduct that evinces a reckless disregard for the rights of others or smacks of intentional wrongdoing.

(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 AND THE SERVICES SHALL BE OF PROFESSIONAL QUALITY, CONSISTENT WITH APPLICABLE PROFESSIONAL STANDARDS. 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.

(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 as evidenced by appropriate documentation.

(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 intentional 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.

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

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

(c) Deloitte Tax collects data directly from the Client, other Deloitte Entities, third parties and the data subject directly. Deloitte Tax may for purposes of the collection, use, storage or processing thereof, transfer the Client's and/or the data subject's Personal Data to: (i) an administrative contractor, including the use of cloud based solutions; (ii) another country for legitimate purposes; (iii) another Deloitte Entity.

(d) To the extent that Deloitte Tax processes Personal Data in or transferred from the EEA in its performance of the Services and to the extent that the EU General Data Protection Regulation 2016/679 (“GDPR”) applies to Deloitte Tax, the remainder of the provisions of this Paragraph 19 shall apply.

(e) In this Paragraph 19, “Data Protection Legislation” means GDPR, together with all other applicable legislation relating to privacy or data protection including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms “personal data,” “data subject,” “controller,” “processor” and “process” (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.

(f) The parties acknowledge that certain of the Services may be performed by Deloitte Tax acting as a controller and certain Services may be performed by Deloitte Tax acting as a processor. The Contract shall identify whether it is the understanding of the parties that Deloitte Tax carries out the particular Services as a controller or a processor. In the absence of any such indication, the capacity in which Deloitte Tax acts shall be determined in accordance with the Data Protection Legislation. When acting as a controller, the provisions of Paragraphs 19(a) to (f) and Paragraph 19.1 shall apply. When acting as a processor, the provisions of Paragraphs 19(a) to (f) and Paragraph 19.2 shall apply. Where Deloitte Tax acts as a processor, the Contract shall set out the scope of the processing carried out by Deloitte Tax in relation to the Services.

19.1 If Deloitte Tax Is Acting As Data Controller

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

(b) In addition, the Client acknowledges that Deloitte Tax may process Personal Data as a controller for the purpose of, or in connection with the Services to comply with: (i) applicable legal, professional or regulatory requirements; (ii) requests and communications from competent authorities as permitted by law; and (iii) administrative, financial accounting, risk analysis, client relationship and other reasonable business purposes.

(c) The Client shall collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order for it to disclose Personal Data to Deloitte Tax for the purposes described in Paragraph 19.1(b) and such other purposes as may be described in the Contract.

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

19.2 If Deloitte Tax Is Acting As Data Processor

(a) Where Deloitte Tax may process Personal Data as a processor Deloitte Tax shall: (i) only process Personal Data: (A) to the extent necessary to provide the Services; (B) in accordance with the specific reasonable instructions of the Client (except to the extent, in the reasonable opinion of Deloitte Tax, such instructions infringe the Data Protection Legislation or other applicable law, in which case Deloitte Tax shall notify the Client); or (C) as required by any competent authority or law that applies to Deloitte Tax in its performance of the Services; (ii) implement appropriate technical and organizational measures designed to provide a level of security appropriate to the risk relating to its processing of the Personal Data and any security measures specified in the Contract; (iii) keep, and require that its employees and agents keep, Personal Data confidential

in accordance with Deloitte Tax's confidentiality obligations contained in Paragraph 10(a); (iv) notify the Client in writing without undue delay, and provide reasonable cooperation after becoming aware of a personal data breach (that is, a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data processed by Deloitte Tax) relating to Personal Data in Deloitte Tax's possession or control; (v) provide reasonable cooperation and assistance to the Client in relation to any request by a data subject to have access to Personal Data held about them or in relation to a reasonable request, allegation or complaint by a competent authority or data subject, including notifying the Client in writing without undue delay of receipt of any such request (except to the extent prevented from doing so by applicable law); (vi) be entitled to recover any reasonable costs incurred in complying with Paragraph 19.2(a)(v) above, or as result of assisting the Client in meeting its obligations under the Data Protection Legislation; (vii) subject to applicable legal, professional or regulatory requirements or business practices, at the reasonable request of the Client, delete or return all Personal Data to the Client on termination or expiry of the Contract and in such circumstance the provisions of Paragraph 19.1 apply.

(b) To the extent required by Data Protection Legislation applicable to Deloitte Tax in its performance of the Services, Deloitte Tax shall maintain a record of its processing activities and provide such cooperation and information to the Client as is reasonably necessary for the Client to demonstrate compliance with its obligations pursuant to Data Protection Legislation. Such cooperation shall include permitting the Client, at the Client's sole cost and expense, to audit Deloitte Tax's compliance with this Paragraph 19.2 provided that (unless expressly required otherwise by any competent authority): (i) reasonable notice of not less than thirty (30) days is given of any proposed audit and the parties shall, acting reasonably, agree to the scope and parameters of any such audit; (ii) to the extent the audit scope is covered in any audit carried out for Deloitte Tax by an independent third party auditor within twelve (12) months prior to the Client's audit request and there have been no material changes to the controls audited, Deloitte Tax may share the report to the extent relevant to the Client and the disclosure of such report shall be deemed to satisfy the audit request made by the Client; (iii) where, acting reasonably, a specific audit is still required by the Client, such audit shall be conducted during regular business hours, subject to Deloitte Tax's policies and confidentiality requirements and may not unreasonably interfere with Deloitte Tax's business activities; (iv) the audit shall be subject to Deloitte Tax's duties of confidentiality owed to any of its clients, personnel or other parties; and (v) the rights granted in this Paragraph 19.2(b) may not be conducted more than once in any calendar year.

(c) The Client authorizes Deloitte Tax to use any Subcontractor, including any Deloitte Entity, to process Personal Data as a subprocessor of Deloitte Tax provided that Deloitte Tax shall (i) procure that such processing is subject to a written contract or other legal act with such subprocessor containing data protection obligations no less onerous than those set out in this Paragraph 19.2; and (ii) remain liable for the acts and omissions of any such subprocessor with respect to the processing of Personal Data to the same extent Deloitte Tax would be liable if it had caused such acts or omissions. Deloitte Tax's material subprocessors who have been engaged to perform Services for Client, if any, are listed in the Contract.

(d) Deloitte Tax shall be entitled to (i) transfer Personal Data to, and (ii) process Personal Data in, any jurisdiction including a jurisdiction outside the EEA, including to any Subcontractor, provided that such transfer is either permissible or legitimized by a valid transfer mechanism under Data Protection Legislation or as otherwise permitted under the Contract.

19.3 California Consumer Privacy Act ("CCPA")

If the Client provides Deloitte Tax with any Personal Information of California residents for Processing on behalf of the Client pursuant to the Services in this Contract, then Deloitte Tax shall not further Collect, Sell, retain, use, or disclose any such Personal Information for any purpose other than to provide the Services specified in this Contract or as otherwise permitted under Paragraph 10(a)(iii), subject to Deloitte Tax's compliance with applicable data protection laws, including the California Consumer Privacy Act of 2018 ("CCPA"). As used in this

provision, "Personal Information", "Processing", "Collect", and "Sell" shall have the meanings set forth in the CCPA. Deloitte Tax certifies that it understands the restrictions set forth in this section and will comply with them.

20. Anti-corruption.

Deloitte Tax understands that the Client may be subject to laws that prohibit bribery and/or providing anything of value to government officials with the intent to influence that person's actions in respect of the Client. Deloitte Tax may be subject to similar laws and codes of professional conduct and has its own internal policies and procedures which prohibit illegal or unethical behaviors. In providing the Services, Deloitte Tax undertakes not to offer, promise or give financial or other advantage to another person with the intention of inducing a person to perform improperly or to reward improper behavior for the benefit of the Client, in each case, in violation of applicable law.

21. Disclosure Laws.

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

22. 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.

23. 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.

24. 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.

25. 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 California (without giving effect to the choice of law principles thereof).

26. Dispute Resolution.

The parties agree to resolve a dispute in accordance with Attachment 1.

27. 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.

Attachment 1

Dispute Resolution.

Any controversy or claim between the parties arising out of or relating to these terms, the Contract or this engagement (a "Dispute") shall be resolved by mediation or binding arbitration as set forth below.

(a) Mediation:

All Disputes shall first be submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

(b) Arbitration Procedures:

If a Dispute has not been resolved within ninety (90) days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in San Francisco, California. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this paragraph (the "Rules").

The arbitration shall be conducted before a panel of three arbitrators. Each of the parties shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to abide by the terms of this paragraph. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the State of California (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators shall have no power to: (i) compel Deloitte Tax (including its affiliates and related entities) to complete this engagement or to issue a professional opinion or report; or (ii) award damages inconsistent with these terms or the Contract, including, without limitation, the limitation on liability and indemnification provisions contained herein. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. No discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrators upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

(c) Costs:

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

Deloitte Tax LLP Privacy Statement

Last revised: August 17, 2020

Introduction

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

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

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

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

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

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

What personal information do we collect?

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

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

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

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

How do we collect personal information?

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

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

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

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

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

Disclosing personal information to us relating to third parties

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

How do we use your personal information?

Deloitte Tax processes personal information about you to:

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

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

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

On what basis do we process personal information about you?

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

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

- where relevant, we have a contract with you to provide services and processing your personal information is necessary for the performance of such contract;
- or (b) we have a legitimate interest in processing your personal information, which may be to:
 - provide services to you and/or to the entity that has engaged us to provide the services;
 - support the management of our client engagements;
 - evaluate, develop or improve our services or products; or
 - protect our business interests.
- or (c) we are subject to legal, regulatory or professional obligations.

To whom will we disclose your personal information?

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

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

Deloitte Tax LLP Privacy Statement

Last revised: August 17, 2020

- third parties to whom we disclose information in the course of providing services to you or to the entity that has engaged us to provide the services

Any personal information that we have referenced above under "What personal information do we collect?" may be disclosed to the third parties identified in this section for the purposes set forth herein.

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

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

Do we sell your personal information?

We do not sell your personal information.

How do we keep your personal information secure?

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

How long will we keep your information?

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

What are your rights in relation to your personal information?

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

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

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

- ask that we delete personal information that we hold about you, or restrict the way in which we use your personal information
- withdraw consent to our processing of your personal information (to the extent our processing is based on your consent)
- ask us to stop or start sending you marketing messages at any time
- obtain and/or move your personal information to another service provider
- object to our processing of your personal information
- request that we provide the following information regarding the personal information we hold about you:
 - The categories and/or specific pieces of personal information we collected
 - The categories of sources from which personal information is collected
 - The business or commercial purpose for collecting personal information
 - The categories of third parties with whom we shared personal information

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

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

To exercise any of your rights under applicable law described above regarding your personal information, please complete our Personal Information Request Form (available at <https://datasubject.deloitte.com/>) or call us at this toll-free number **+1-844-919-0711**. When calling us, please provide your full name, mailing address and email address.

Applicable laws may also give you the right to lodge a complaint with a local supervisory authority related to this Privacy Statement. For individuals in the EU, you may contact your European or Swiss data protection authority regarding our processing of your personal information.

We will not discriminate against you for exercising any of your rights with respect to your personal information.

How do we verify your identity when you submit a data subject request?

For certain personal information requests, we must first verify your identity before processing your request. To do so, we may ask you to provide us with your full name, contact information, and relationship to Deloitte. Depending on your request, we may ask you to provide additional information. Once we receive this information, we will then review it and determine whether we are able to match it to the information Deloitte maintains about you to verify your identity.

How do we process third party requests?

If you are submitting a personal information request on behalf of someone other than yourself, please contact us at USPrivacyQuestions@deloitte.com and include proof that you are authorized to make the request. This may be in the form of a written authorization signed by the person whom you are acting on behalf of or a valid power of attorney.

Privacy Shield Notice

Deloitte LLP and its United States affiliates, including Deloitte Tax, adhere to the EU-U.S. and Swiss Privacy Shield Framework as set forth by the U.S. Department of Commerce with respect to personally identifiable information that is transferred from the European Economic Area, the United Kingdom and Switzerland to the United States within the scope of their Privacy Shield certifications. To learn more, see our Privacy Shield Notice (available at https://www2.deloitte.com/us/en/footerlinks1/privacy-shield.html?cid=bottom_privacy-shield).

Changes to this Privacy Statement

In addition to describing our current privacy practices, this Privacy Statement also describes the categories of personal information we collected, disclosed, or sold during the preceding 12 months. We may modify or amend this Privacy Statement from time to time at our discretion. When we make changes to this Privacy Statement, we will amend the revision date at the top of this page and the modified or amended Privacy Statement shall apply to you and your personal information as of that revision date. We encourage you to review the Privacy Statement on our website (available at https://www2.deloitte.com/us/en/footerlinks1/tax-privacy.html?cid=bottom_tax-privacy) periodically to be informed about how we are protecting your personal information.

Contact us

If you have any questions or concerns regarding this Privacy Statement or your personal information, please contact our data protection officer by email at USPrivacyQuestions@deloitte.com or call us at **+1-844-919-0711**. Our European Union representative, Deloitte Tax EU Privacy Rep Limited, can be contacted by email at EURepresentative@deloitte.com.

Exhibit 2

Debt Restructuring Work Order

Invitae Corporation Work Order

Work Order Number: T&R-2023-01

Authorized Start Date: Upon Execution

This Work Order incorporates the terms and conditions of the Engagement Letter between Deloitte Tax LLP (“Deloitte Tax”) and Invitae Corporation and its subsidiaries and/or affiliates (“Client”) dated March 25, 2021.

Description of Services:

Deloitte Tax has agreed to perform tax advisory services (the “Services”) with respect to US federal and state income tax considerations of Client’s potential debt restructuring (the “Debt Restructuring”). The scope of the Services does not include analysis related to non-US tax implications. To the extent such services are requested by Client and agreed to by Deloitte Tax, such services would be the subject of a separate Work Order.

Deloitte Tax will discuss and assist Client with its evaluation of certain potential U.S. federal income tax consequences and considerations of the Debt Restructuring to the extent identified during our initial consultations. Services, as requested by Client and agreed to by Deloitte Tax, may include:

- Participate in meetings or calls necessary to assist Client with its evaluation of US federal and state income tax implications of the Debt Restructuring.
- Provide observations with respect to Client’s transaction model with a focus on the tax consequences (e.g., the cash tax impact) of the Debt Restructuring.
- Prepare applicable information requests of Client and its advisors to assist Client with its evaluation of the Debt Restructuring
- Develop an understanding of the Debt Restructuring and various alternatives explored by Client or its financial advisors (e.g., review of term sheets, alternatives, underlying original loan documentation, etc.)
- Analyze from a tax perspective Client’s legal structure and select documentation that may inform the tax posture of Client for purposes of the Debt Restructuring (e.g., historic basis analyses, historic debt issue price computations, etc.)
- Advise Client regarding the Debt Restructuring process from a tax perspective, including analyzing potential debt modification alternatives and the corresponding potential income tax consequences.
- Advise Client as to the estimated amount of cancellation of indebtedness income, if any, that may be realized in connection with the Debt Restructuring, including whether such cancellation of indebtedness income is included in gross income (i.e., taxable) versus excluded for federal and state income tax purposes (e.g., availability of the IRC 108 insolvency exception). Deloitte Tax may rely on Client’s valuation and fair market value analysis, to the extent a valuation or fair market value analysis is not obtained by Client.
- Advise Client on the tax attributes available to mitigate/absorb cancellation of indebtedness income (whether taxable or excluded from gross income under the insolvency exception).
- Advise Client on post-Debt Restructuring tax attributes (e.g., tax basis in assets and net operating loss carryovers) available and the reduction of such attributes (to the extent applicable).

- Advise Client on the state income tax treatment and planning for restructuring provisions in various jurisdictions including cancellation of indebtedness calculations, adjustments to tax attributes and prior limitations on tax attribute utilization (based on states identified by Client).
- Analyze the historic net operating losses of Client by review of prior tax filings to understand where the Client's historic net operating losses reside and whether any Section 382 limitations on the utilization of such net operating losses exists.
- Prepare and/or update an IRC Section 382 ownership shift analysis to compute Client's cumulative ownership shift to present and evaluate the potential implications of additional ownership shifts arising from the Debt Restructuring.
- Advise Client on net built-in gain or net built-in loss position at the time of "ownership change" (as defined under IRC section 382), including limitations on use of tax losses generated from post-Debt Restructuring asset or stock sales (based on valuation assumptions provided by Client).
- Analyze the tax basis balance sheet of Client on an entity-by-entity basis. Preparation of estimated tax basis balance sheets may be required if not already prepared by Client.
- To the extent relevant, understand the historic outside stock basis (or inside / outside disparity) in each of Client's legal entities for the purposes of assessing the approximate amount of stock basis that should be reported on tax basis balance sheets of Client (used in the attribute reduction process).
- Advise Client on federal income tax return reporting of restructuring and related matters.
- As requested by Client and as may be agreed to by Deloitte Tax, assist in documenting as appropriate, the tax analysis, development of Client's opinions, recommendation, observations, and correspondence for any proposed debt restructuring or combination alternative tax issue or other tax matter described above (does not include preparation of information for tax provision or financial reporting purposes).
- As requested by Client and as may be agreed to by Deloitte Tax, advise Client regarding other state, federal, or international tax (to the extent applicable) questions that may arise in the course of this engagement.
- As requested by Client, prepare and deliver one or more summaries of Deloitte Tax relevant and applicable analyses and workstreams outlined in the Services (the "Deliverables").

Estimated Timing for Services and Deliverables (if any):

Deloitte Tax is prepared to commence these Services upon execution of this Work Order and payment of the retainer referenced below. All Deliverables and the timing thereof will be mutually agreed upon between Deloitte Tax and Client.

Fees and Expenses (if different from the provisions stated in the Engagement Letter):

The Deloitte Tax fees for the Services described in this Work Order are based on the amount of professional time and materials incurred and our agreed-upon hourly rates, which vary depending upon the experience level of the professionals involved.

Below is a summary of the hourly rates to be incurred by each Deloitte Tax national specialist professional by staff class for the Services:

National Specialist Experience Level	Hourly Rate
Partner/Principal/Managing Director	\$1,070
Senior Manager	\$940
Manager	\$800
Senior Staff	\$690
Staff	\$580

To the extent any member(s) of Deloitte Tax's Business Tax Service team or other non-specialists assist with the performance or completion of the Services, the time billed for that work will be incurred at the following hourly rates:

Non-Specialist Experience Level	Hourly Rate
Partner/Principal/Managing Director	\$775
Senior Manager	\$670
Manager	\$530
Senior Staff	\$320
Staff	\$225

Deloitte Tax will also bill reasonable out-of-pocket expenses and an allocation of estimated administrative and technology costs incurred (e.g., tax technology, research materials, etc.) equal to five (5) percent of professional fees. The fees and expenses are not dependent upon the findings or results of the Services of the ultimate resolution of any items with the tax authorities, nor are those amounts contingent or refundable other than in the event of a breach.

Upon execution of this Work Order, Client will pay Deloitte Tax a retainer of \$100,000 by wire transfer prior to the commencement of the Services which Deloitte Tax will apply to the payment of the fees incurred in performance of the Services. Deloitte Tax will submit a statement of fees to Client on a periodic basis as the Services are performed. Client will replenish the retainer amount to \$100,000 by wire transfer with 3 business days of receipt of the statement of fees. At the conclusion of the Services, Deloitte Tax will return to Client any remaining amount of the retainer, if any.

If Client files for Chapter 11 protection during the course of our work, the remaining portion of the retainer will be applied toward Client's professional fees for services rendered and expenses incurred, subject to the applicable Bankruptcy Court order, rules, and procedures regarding compensation and reimbursement of expenses.

If a Chapter 11 proceeding commences for Client, Deloitte Tax expects to apply for compensation for professional services rendered and for reimbursement of expenses incurred, in accordance with applicable provisions of Title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure, the applicable local rules of bankruptcy procedure (the "Local Rules") and the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under Bankruptcy Code Section 330. In such event, payment of fees and reimbursement of expenses will be subject to ultimately allowance and approval by the Bankruptcy Court (as defined below). However, in the interim, Client agrees to undertake commercially reasonable efforts to ask the Bankruptcy Court for approval to allow Deloitte Tax to submit invoices to Client for prompt payment in accordance with the Local Rules or practices of the Bankruptcy Court regarding monthly payment of professional fees and expenses. Accordingly, Deloitte Tax will provide Client with an invoice on a periodic basis, with the invoice due and payable pursuant to the payment procedures adopted by the Bankruptcy Court in Client's Chapter 11 proceeding. If applicable, payment of these

invoices will be made by Client on an interim basis subject to approval and allowance upon application to and order by the Bankruptcy Court.

Client agrees that Client will promptly seek the Bankruptcy Court's approval of this engagement and the SOW. The application, proposed order, and other supporting documents (collectively, the "Application") submitted to the Bankruptcy Court seeking its approval of this engagement must be satisfactory to Deloitte Tax in all respects. In addition to Deloitte Tax's other rights or remedies hereunder, Deloitte Tax may, in its sole discretion, and without any liability arising therefrom, terminate this engagement in the event that (a) a third party objects or threatens to object, or Deloitte Tax reasonably believes that a third party may object, in the form of an objection or otherwise, to Deloitte Tax's retention by Client on the terms and conditions set forth in this SOW, (b) a final order authorizing the employment of Deloitte Tax is not issued by the Bankruptcy Court on or before sixty (60) days from the filing date of Client's Chapter 11 petition on the terms and conditions set forth herein, or on such other terms and conditions as are satisfactory to Deloitte Tax, or (c) the Application is denied by the Bankruptcy Court. In such event, Client hereby agrees to withdraw or amend, promptly upon Deloitte Tax's request, any Application filed or to be filed with the Bankruptcy Court to retain Deloitte Tax's services in the Chapter 11 proceeding.

For purposes of this SOW, "Bankruptcy Court" shall mean the United States Bankruptcy Court with which Client files a Chapter 11 petition (should it occur).

Client Responsibilities:

The Services will be performed in accordance with the *Statement on Standards for Consulting Services* Deloitte Tax established by mutual agreement and can be changed or modified in the same manner. Deloitte Tax will promptly inform Client of any circumstances that warrant a change in the scope of the specific services to be provided, and similarly, Client agrees to notify Deloitte Tax promptly if modifications to the Services are requested.

Client acknowledges and agrees that the Services provided pursuant to this Work Order will be based solely upon:

- (a) Client's understanding that the results of Deloitte Tax's tax advice may be audited and challenged by the IRS and other tax agencies, who may not agree with our positions. In this regard, Client understands that the result of any tax advice is not binding on the IRS, other tax agencies or the courts and should never be considered a representation, warranty, or guarantee that the IRS, other tax agencies or the courts will concur with our advice or opinion;
- (b) Client's understanding that the review of documents and tax returns under this Statement of Work does not constitute an engagement to provide audit, compilation, review or attest services as described in the pronouncements on professional standards issued by the AICPA or the U.S. Public Company Accounting Oversight Board.

Although Deloitte Tax might in certain circumstances provide Client with drafts of a deliverable before it is finalized, Client understands that Client may not rely upon any of the analysis, conclusions, or recommendations unless and until the final deliverable is issued. Any part of our analysis, including the recommendations or conclusions, may change between the time of any draft and the issuance of a final deliverable.

Other Terms (if applicable):

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 Services under this Work Order, (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 end of the tax year to which the information relates, 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 Work Order, 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.


Your signature constitutes Client's consent to disclosure and use of Client's tax return information in the manner described above.

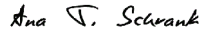
Very truly yours,

AGREED AND ACCEPTED

DELOITTE TAX LLP

Invitae Corporation, on behalf of itself and its subsidiaries and/or affiliates

By: 
Ken Gerstel
Partner

DocuSigned by:
By: 
Ana T. Schwank
Chief Financial Officer

Date: 2023-Nov-21 | 6:52 PM PST

Exhibit 3

ASC 740 Work Order

Invitae Corporation
Work Order – ASC 740 Preparation Services

Work Order Number: 5

Authorized Start Date: Upon Execution of Work Order

This work order (“Work Order”) incorporates the terms and conditions of the Engagement Letter between Deloitte Tax LLP (“Deloitte Tax”) and Invitae Corporation and its subsidiaries and/or affiliates (“Client”) dated March 25, 2021.

Description of Services:

Deloitte Tax will provide tax advisory services (“Services”) in connection with the calculation of Client’s income tax provision under the provisions of ASC 740, *Income Taxes*, (“ASC 740”) for the year ending December 31, 2023 and the interim periods ending March 31, 2023, June 30, 2023, and September 31, 2023. This Work Order 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.

The Services to be provided by Deloitte Tax pursuant to this Work Order, as described in Exhibit A, Services to be Performed, attached to this Work Order and incorporated herein by reference, are to be performed subject to Client’s review and approval. The scope of the Services has been established based on discussions with you. Determination as to the sufficiency of the Services for purposes of meeting financial reporting requirements is solely the responsibility of Client, as discussed below. In addition, the scope of the Services may be changed or modified by mutual agreement between Client and Deloitte Tax if, for example, unforeseen circumstances arise. Deloitte Tax will promptly discuss any such circumstances it notes with Client and, likewise, Client agrees to promptly notify Deloitte Tax if Client believes that modifications to the scope of the Services are necessary.

The work product under this engagement will consist of providing computations, verbal comments and observations regarding Client’s ASC 740 related computations and documentation reflecting collaboration between Client and Deloitte Tax personnel. Such computations and documentation will be prepared by Deloitte Tax personnel for Client’s consideration. Client’s management will be responsible for reviewing and making all decisions with respect to approval, potential modifications and ultimate acceptance of the computations.

Potential Impact of Tax Reform

Recently enacted tax reform measures have altered overall tax rates and numerous other areas of the Internal Revenue Code, including areas such as exclusions and deductions, cost recovery, credits, compensation, and taxation of foreign income and foreign persons. These tax reform measures could have a significant impact on Client’s current and future tax obligations. As the full impact of tax reform on Client’s overall tax situation and this engagement is analyzed, the scope of our Services may need to change and it may be necessary to discuss a change in our fee estimate with you. Our fees for such out-of-scope services will generally be based on the amount of professional time incurred and our agreed-upon hourly rates, which vary depending upon the experience level of the professionals involved. We will discuss such additional services with Client prior to proceeding.

Deloitte Tax may also prepare a summary memo and/or memoranda specific to certain components of the income tax provision and related balance sheet income tax accounts, documenting Client management’s determination of evidence supporting Client’s computations; e.g., valuation allowance analysis, indefinite reinvestment assertions, uncertain tax positions, etc. With respect to the memoranda provided, Deloitte Tax does not assume any management responsibility. Client’s management will be responsible for reviewing and

making all decisions with respect to approval, potential modifications and ultimate acceptance of any memoranda.

Acknowledgements and Agreements:

Client specifically acknowledges and agrees to the following:

- Client acknowledges that the performance of certain Services described herein may cause affiliates of Deloitte Tax, including Deloitte & Touche LLP (“Deloitte & Touche”), to not be independent with respect to Client’s financial statements for the calendar or fiscal year to which the Services relate or in which the Services are performed. Accordingly, should Client wish to engage Deloitte & Touche to audit said financial statements, Deloitte & Touche may be required to decline that engagement.
- All management decisions and final conclusions reached in connection with this engagement will be the responsibility of Client. Deloitte Tax will not perform any management functions, make any management decisions, or perform in a capacity equivalent to that of an employee of Client.
- Client will designate an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to serve as the project manager and oversee the Services. Also, Client acknowledges that the Services do not include the recording of any amounts in Client’s books or records. All amounts derived from the performance of the Services will be reviewed and approved by, and will be the responsibility of, Client’s management.
- Client will advise Deloitte Tax of any past or current differences of opinion between Client and its independent auditors concerning the proper tax or accounting treatment for a particular item or circumstance that pertains to ASC 740. Deloitte Tax has no responsibility for any disagreements between Client and Client’s independent auditors or any successor independent auditors related to Client’s accounting or disclosure conclusions, whether or not such conclusions of Client are related to the Services.
- Client will consult with its independent auditors and be solely responsible for all decisions regarding the accounting treatment of any item discussed during this engagement. Client will be solely responsible for all decisions regarding its compliance with accounting principles generally accepted in the United States of America (“GAAP”). Client is solely responsible for the past, present, and future determination of the appropriate accounting treatment and/or financial statement presentation of Client’s books and records.
- Client has informed its independent auditors of the Services and, if appropriate, will facilitate meetings, discussions, or other communications between Deloitte Tax and Client’s independent auditors. The purpose of such communications will be to ensure that both Deloitte Tax and Client’s independent auditors are fully aware of all facts and circumstances that may be relevant to Client’s accounting for income taxes under ASC 740.
- The Services will be performed in accordance with the *Statement on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (“AICPA”). However, the performance of the Services does not constitute an engagement to provide audit, compilation, review or attest services as described in the pronouncements on professional standards issued by the AICPA or the U.S. Public Company Accounting Oversight Board and, therefore, Deloitte Tax will not express an opinion or any other form of assurance with respect to any matters including, without limitation, compliance with GAAP.

- Client will not seek Deloitte Tax's opinion, and Deloitte Tax will not provide any such opinion, on the application of accounting principles in connection with this engagement. Furthermore, Client management agrees that it will not represent to any third parties that it has obtained such opinion from Deloitte Tax. If such opinion is requested, any such services would be subject to a determination by Deloitte & Touche that such services can be rendered, additional client acceptance procedures and a separate signed engagement letter with terms and conditions that are acceptable to Deloitte & Touche and Client. Deloitte & Touche is under no obligation to perform such an engagement, if requested.
- The responsibility of Deloitte Tax for purposes of this Work Order is limited to performing the Services specified above or otherwise agreed to in writing, subject to the limitations contained herein. This engagement cannot be relied on to disclose internal control weaknesses, errors, or fraud should they exist. Deloitte Tax has no responsibility for updating the Services performed or for performing any additional services, except as agreed to in writing with Client.
- Client will be solely responsible for the design and operation of effective internal controls and for complying with all applicable laws and regulations. In the performance of the Services, Deloitte Tax will not perform any evaluation of internal controls and procedures for financial reporting upon which Client's management can base its assertion in connection with the Sarbanes-Oxley Act of 2002 or related rules or regulations. In addition, Deloitte Tax will not provide any legal advice or conduct a legal review of any of Client's documents, records or policies.
- Client will be solely responsible for providing accurate and complete information requested by Deloitte Tax. Deloitte Tax has no responsibility for the accuracy or completeness of the information provided by or on behalf of Client.
- The scope of Services may include assistance, in addition to computational assistance, with respect to the Client's identification, recognition or measurement of Uncertain Tax Positions ("UTPs") pursuant to ASC 740 (see Exhibit A). If our scope of Services includes this assistance, Deloitte Tax will undertake an effort to identify material UTPs meeting the criteria established by Client. However, Deloitte Tax cannot, and does not, warrant or represent to Client that the Services will result in the identification of all such UTPs (including, but not limited to, any potential error, tax issue, tax disclosure, tax election, tax filing requirement or notice requirement).
- Client is solely responsible for providing support for opening deferred tax assets and liabilities. Deloitte Tax has no responsibility for the accuracy or completeness of the information provided. Deloitte Tax will consider supporting documentation and advise Client whether such documentation may be appropriate to support ending deferred taxes. If the Client seeks to engage Deloitte Tax for Services for assistance in computations related to opening deferred tax balances, a separate work order should be prepared.
- Any information provided to Client as a result of the Services described herein has been prepared at the direction of, and is intended solely for the use of Client and is not intended to be used by or for the benefit of, or relied upon by or for the benefit of, any third party.
- Any information provided to Client as a result of the Services described herein is subject to the terms and conditions set forth in this Work Order, including, without limitation, the scope limitations and Client's responsibilities set forth therein.
- Any information provided to Client as a result of the Services described herein does not constitute an opinion or any other form of assurance with respect to any matter, including, without limitation, the application of

Invitae Corporation
Work Order 5
Page 4

any accounting principles under the requirements of AU 625, Reports on the Application of Accounting Principles, and is intended for Client’s review, consideration, possible modification and ultimate approval and acceptance as Client’s own document.

- The workpapers prepared by Deloitte Tax in connection with this engagement are the property of Deloitte Tax. Upon completion of the Services, Deloitte Tax will provide Client management with copies of any and all workpapers that Deloitte Tax considers nonproprietary. Client may provide access to such copies to Client’s independent auditors in connection with their audit of Client’s financial statements. However, third parties may not be provided access to such copies without prior written consent from Deloitte Tax.

Engagement Personnel:

Derek Judi, as your Lead Managing Director, will be responsible for your overall satisfaction with the Deloitte Tax engagement, team and results.

Ian Green, Tax Senior, will be the overall Deloitte Tax engagement Senior and will be responsible for the overall quality and timeliness of the Services as well as managing the day-to-day Deloitte Tax engagement activities.

Other Deloitte Tax professionals, who will be identified during the course of the engagement, will provide additional support as needed throughout the term of the engagement.

Estimated Timing for Services and Deliverables:

Deloitte Tax is prepared to begin and deliver the Services at mutually agreeable dates upon execution of this Work Order.

Fees and Expenses:

The Deloitte Tax fees for the Services are based on time incurred at the following hourly rates:

Level	Rates
Partner/Managing Director	\$775
Senior Manager	\$670
Manager	\$530
Senior Staff	\$320
Associate	\$225

Based on discussions with you, and the scope of Services as detailed on Exhibit A, we estimate that our professional fees will be between \$100,000 and \$150,000. Deloitte Tax will bill for the Services as outlined in this agreement as the Services progress. To the extent that the scope of our work changes, we will discuss those changes with you and mutually agree on the impact on our fees.

Other Terms (if applicable):

CONSENT FOR DISCLOSURE AND USE OF TAX RETURN INFORMATION

Client authorizes any and all information (i) furnished to Deloitte Tax for or in connection with the Services under this Work Order, (ii) derived or generated by Deloitte Tax from information described in (i) above, or (iii) associated with prior years’ tax return information in possession of Deloitte Tax may, for a period of up to eight

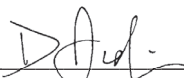
Invitae Corporation
Work Order 5
Page 5

(8) years from the end of the tax year to which the information relates, 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 Work Order, 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.

Your signature constitutes Client’s consent to disclosure and use of Client’s tax return information in the manner described above.

Deloitte Tax LLP

Invitae Corporation, on behalf of itself and its subsidiaries and/or affiliates

By:  _____

By:  _____

Printed
Name: Derek Judi

Printed
Name: Robert Werner

Title: Managing Director

Title: Chief Accounting Officer

Date: 1/4/2023

Date: 1/10/23

Address: 225 W Santa Clara Street, Suite 600

Address: 1400 16th Street

San Jose, CA 95113-1728

San Francisco, CA 94103

**Exhibit A – ASC 740 Preparation Services
Invitae Corporation
Services to be Performed**

The Services that Deloitte Tax will provide pursuant to this Work Order include the following:

1. Assist Client with the computation of its entries required to adjust the income tax account balances such that they are consistent with the tax return filed for the year ending December 31, 2022.
2. Assist Client with the computation of its federal, state and foreign current income tax receivable/payable balances as of December 31, 2023.
3. Assist Client in computing its federal, state and foreign current and deferred income tax expense or benefit for the year ending December 31, 2023.
4. Assist Client with its efforts to identify tax provision items to be recorded to equity (either additional paid in capital or other comprehensive income) for the year ending December 31, 2023.
5. Assist Client with the computation of its federal, state and foreign deferred income tax asset/liability balances as of December 31, 2023.
6. Provide observations and assist Client with its documentation regarding the Client's assessment of positive and negative evidence identified in connection with whether a valuation allowance is needed with respect to deferred tax assets.
7. Provide observations and assist Client with its documentation regarding the Client's analysis of outside basis difference in a foreign subsidiary or foreign corporate joint venture that is essentially permanent in duration and whether a deferred tax liability should be recognized.
8. Assist Client with its preparation of the income tax footnote and related disclosures for the year ending December 31, 2023.
9. Assist Client with its computation of amounts to be included in Client's interim financial statements for the periods ending March 31, 2023, June 30, 2023, and September 30, 2023.
10. Provide observations associated with Client's assessment of its income tax consequences related to specific events and issues, including enacted and proposed law changes, planned or actual dispositions, corporate restructuring and reorganizations, jurisdictional, and intercompany transactions.
11. Assist Client in preparing Client materials, documents, presentations, etc. that it will use to communicate its tax posture from an income tax perspective to management and/or Client's Audit Committee/Board of Directors.
12. Assist Client with its determination of the appropriateness of certain deferred income tax balances as of December 31, 2023.
13. Assist Client with its determination of deferred tax balances to be recorded for business combinations concluded during the year ending December 31, 2023.

14. Assist Client with its efforts to analyze federal, state and foreign unrecognized tax benefits (tax, interest and penalties) as relates to the following:
 - a. Summarizing existing and prior period uncertain tax positions (recognition and measurement);
 - b. Analyzing and documenting current year and prior year uncertain tax positions (including tax technical conclusions);
 - c. Advise Client with its recording and disclosing of unrecognized tax benefit liability appropriately; and
 - d. Assisting Client in documenting its procedures to support its process with respect to identification of uncertain tax positions.

The term “assist” as used above includes circumstances where Deloitte Tax may perform the work described subject to the review and approval of, and for use by, the person designated by Client, which will have overall responsibility for the work and the related results.

Deloitte Tax will meet with Client and its independent auditor, if appropriate, prior to providing any of the Services noted above to discuss any unusual or non-recurring transaction or circumstances for purposes of obtaining Client’s direction and approval as to the proposed accounting and related documentation.

Exhibit 4

2024 Tax Advisory Engagement Letter



Deloitte Tax LLP
225 West Santa Clara Street
Suite 600
San Jose, CA 95113-1728
USA
Tel: +1 408 704 4000
Fax: +1 408 704 3083
www.deloitte.com

January 3, 2024

Ms. Ana Schrank
Chief Financial Officer
Invitae Corporation
1400 16th Street
San Francisco, CA 94103

Dear Ana:

Thank you for choosing Deloitte Tax LLP (“Deloitte Tax” or “our”) for tax advisory services (“Services”) for Invitae Corporation and its subsidiaries and/or affiliates (“Client”) during the period through December 31, 2024. Deloitte Tax is willing to provide Services on federal, foreign, state and local tax matters as requested by the Client.

This letter is intended to establish an overall contractual framework for the provision and delivery of Services to Client, describe the respective responsibilities of Deloitte Tax and Client relating to the Services and the fees Deloitte Tax expects to charge. This letter does not commit Client to purchase any Services and does not commit Deloitte Tax to provide any Services. Client only becomes committed to purchasing, and Deloitte Tax only becomes committed to providing, Services when such Services are (i) requested by Client, and (ii) agreed to by Deloitte Tax in a Work Order (described below) or otherwise. If/when Deloitte Tax is contacted and agrees to be engaged to provide specific Services, this letter shall be considered the engagement letter (“Engagement Letter”).

SCOPE OF SERVICES

Client and Deloitte Tax agree that the terms of this Engagement Letter will apply to all Services to be provided by Deloitte Tax to Client during the period set forth above, unless such services are the subject of a separate written agreement entered into between Deloitte Tax and Client.

As the specific Service Client wishes to engage Deloitte Tax to provide is identified, Client and Deloitte Tax will execute a separate work order (“Work Order”) when such Service involves contemplated fees in excess of \$25,000. The request for Services should be in a form of a Work Order as set forth in Exhibit A attached to this Engagement Letter (or a substantially similar form). The request for Services should reference this Engagement Letter and clearly describe the specific details of the Services Deloitte Tax will be engaged to provide pursuant to the Work Order (including scope of work, deliverables, timing, Client responsibilities and fees).

It is contemplated that the Services requested from Deloitte Tax may include oral and written opinions, consulting, recommendations and other communications rendered in response to specific tax questions posed by Client. Deloitte Tax’s analysis and response to these tax questions may be based upon a review of various documentation including, but not limited to, legal opinions, books and records (collectively, “books and records”) relevant to Client’s transactions and business activity that Client provides to Deloitte Tax. With respect to such Services, Deloitte Tax is entitled to assume without independent verification the accuracy of all representations, assumptions, information and data provided by Client and its representatives. Deloitte Tax may ask Client to clarify or supplement information provided in this context.

Invitae Corporation
January 3, 2024
Page 3

TAX POSITIONS, POTENTIAL PENALTIES, TAXING AUTHORITY AUDITS

In accordance with our professional standards, while in the course of performing our Services should Deloitte Tax become aware of tax return positions for which either Client or Deloitte Tax may be subject to potential penalties by taxing authorities, Deloitte Tax will discuss with Client these positions including how any such penalties may be avoided through adequate disclosures to taxing authorities. Client should be aware that as a tax return preparer, Deloitte Tax may be required to satisfy disclosure requirements that may exceed those applicable to Client.

ACKNOWLEDGMENTS AND AGREEMENTS

The Services will be performed in accordance with the *Statement on Standards for Consulting Services* established by the American Institute of Certified Public Accountants ("AICPA"). Services to be performed by Deloitte Tax will be established by mutual agreement and can be changed or modified in the same manner. Deloitte Tax will promptly inform Client of any circumstances that warrant a change in the scope of the specific services to be provided, and similarly, Client agrees to notify Deloitte Tax promptly if modifications to the Services are requested.

Client acknowledges and agrees that the Services provided pursuant to this Engagement Letter will be based solely upon:

- (a) Client's understanding that Deloitte Tax will only be responsible to provide tax advice with respect to the specific matter, transaction or question actually presented by Client, including the type of tax and the taxing jurisdiction specifically identified by Client (e.g., federal, foreign, state, local, sales, excise, etc.); and
- (b) Client's understanding that Deloitte Tax, as a result of providing such tax advice, is under no obligation to represent Client with respect to any such challenge or an administrative or judicial challenge thereof. Deloitte Tax would generally be available to represent Client before the appropriate taxing authorities, if permissible, for an additional fee that is mutually agreed upon.

All rights and obligations of Deloitte Tax and Client described in this Engagement Letter will apply to each Work Order. In the event of any conflict or inconsistency between the terms of this Engagement Letter and the terms of any Work Order, the terms of this Engagement Letter shall control. Notwithstanding the immediately preceding sentence, in the event that a Work Order expressly provides that certain provisions therein shall control over specified provisions of this Engagement Letter, then, to the extent that such provisions of the Work Order conflict or are inconsistent with the specified provisions of this Engagement Letter, such provisions of the Work Order shall control. If a Work Order is not executed, as previously described, the terms of this Engagement Letter will apply to the Services provided.

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 Services 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 end of the tax year to which the information relates, 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

Invitae Corporation
January 3, 2024
Page 3

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 Services, other than for Services which are the subject of a separate engagement letter with a different fee arrangement or a Work Order, will be based on the amount of professional time incurred and our agreed-upon hourly rates, which will vary depending upon the experience level of the professionals involved.

Our agreed-upon hourly rates are as follows:

<u>Level</u>	<u>2024</u>
Partner/Principal/Managing Director	\$800/hour
Senior Manager	\$690/hour
Manager	\$550/hour
Senior	\$330/hour
Associate	\$230/hour

Deloitte Tax will submit monthly or periodic bills as the Services are performed. The fees and expenses are not dependent upon the findings or results of the Services or the ultimate resolution of any items with the taxing authorities, nor are those amounts contingent or refundable.

ACCEPTANCE

This Engagement Letter, including all exhibits and Work Orders, together with the General Business Terms attached hereto and thereto, constitutes the entire agreement between Client and Deloitte Tax with respect to this overall contractual framework, supersedes all other oral and written representations, understandings or agreements relating to this framework, 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.

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 Ian Green at (408) 704-4373 or me at (408) 704-4378.

Invitae Corporation
January 3, 2024
Page 3

Very truly yours,

AGREED AND ACCEPTED

DELOITTE TAX LLP

Invitae Corporation, on behalf of itself and its subsidiaries and/or affiliates

By: Derek Judi
Derek Judi
Managing Director

By: Ana Schrank
Ana Schrank
Chief Financial Officer

Date: 19-Jan-2024 | 12:08:01 PM PST

Enclosures

Invitae Corporation
January 3, 2024
Page 3

Exhibit A
Invitae Corporation

Work Order

Work Order Number: _____ Authorized Start Date: _____

This Work Order incorporates the terms and conditions of the Engagement Letter between Deloitte Tax LLP (“Deloitte Tax”) and [Client] and its subsidiaries and/or affiliates (“Client”) dated [Date].

Description of Services:

Estimated Timing for Services and Deliverables (if any):

Fees and Expenses (if different from the provisions stated in the Engagement Letter):

Client Responsibilities:

Other Terms (if applicable):

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 Services under this Work Order, (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 end of the tax year to which the information relates, 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 Work Order, 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.

Invitae Corporation
January 3, 2024
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[Client Name]
Work Order [##]
Page 2 of 2

Your signature constitutes Client's consent to disclosure and use of Client's tax return information in the manner described above.

Very truly yours,

AGREED AND ACCEPTED

DELOITTE TAX LLP

[INSERT CLIENT NAME], on behalf of itself and its subsidiaries and/or affiliates [AS APPLICABLE]

By: _____
PPMD's Typed Name
PPMD's Typed Title

By: _____
Client's Typed Name

Title: _____

Date: _____

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DELOITTE TAX LLP GENERAL BUSINESS TERMS

1. Contract and Parties.

(a) The engagement letter and any appendices and exhibits other than these General Business Terms (“Engagement Letter”) issued by Deloitte Tax LLP (“Deloitte Tax”) and addressed to the Client, 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 signatory of the Engagement Letter 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.

“Content” means any publications, thought pieces or other content or materials that are provided by Deloitte Tax or through the Deloitte Technologies that are not an output 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, in either case whether within or outside of the United States (collectively “Subcontractor”). Additionally, Deloitte Tax may utilize other Deloitte Entities and third parties (in either case whether within or outside the United States) to provide administrative, infrastructure, hosting, the use of cloud-based solutions and other support services to Deloitte Tax (including with respect to the Deloitte Technologies). The Client’s relationship is solely with Deloitte Tax as the entity contracting to provide the Services. Each party to the Contract 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

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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.

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(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 (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

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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 perpetual, royalty-free, 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 terms of use and licenses that may be applicable to such Deloitte Technologies as notified by Deloitte Tax and agreed by the Client (acting reasonably). Client shall be responsible for all personnel (including other third parties, such as advisors) that Client and Deloitte Tax have agreed shall have access to the Deloitte Technologies in connection with the Services. 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) To the extent any Deloitte Technologies provided to Client hereunder constitute inventory within the meaning of section 471 of the Internal Revenue Code, such Deloitte Technologies are licensed to Client by Deloitte Tax as agent for Deloitte Tax Products Company LLC on the terms and conditions contained herein. The rights granted in this Paragraph 5 do not apply to any intellectual property that is subject to a separate mutually executed license agreement between Client and any third party (including Deloitte Tax's affiliates).

(e) "Deloitte Technologies" means all know-how and software, system interfaces, templates, methodologies, ideas, concepts, techniques, tools, processes, Content and technologies, including cloud-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 intentional fraud, intentional misconduct or bad faith 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.

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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.

(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, hosting, cloud-based solutions 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 Client's 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. To the extent permitted by applicable law or regulation, Deloitte Tax shall provide the Client with prompt written notice of disclosures required by law, regulation, judicial or administrative process. 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 a breach by 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

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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 advisors 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. 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 intentional 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.

(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

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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 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 subject to the obligations of confidentiality set forth in Paragraph 10(a) (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.

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19. Data Protection.

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

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

(c) Deloitte Tax may collect data from the Client, other Deloitte Entities, third parties and the data subject directly. Deloitte Tax may for purposes of the collection, use, storage or processing thereof, transfer the Client’s and/or the data subject’s Personal Data to: (i) administrative contractors, including providers of cloud-based solutions; (ii) another country for legitimate purposes; (iii) another Deloitte Entity.

(d) To the extent that Deloitte Tax processes Personal Data in or transferred from the EEA in its performance of the Services and to the extent that the EU General Data Protection Regulation 2016/679 (“GDPR”) applies, the remainder of the provisions of this Paragraph 19 shall apply.

(e) In this Paragraph 19, “Data Protection Legislation” means GDPR, together with all other applicable legislation relating to privacy or data protection including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms “personal data,” “data subject,” “controller,” “processor” and “process” (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.

(f) The parties acknowledge that certain of the Services may be performed by Deloitte Tax acting as a controller and certain Services may be performed by Deloitte Tax acting as a processor. The Contract shall identify whether it is the understanding of the parties that Deloitte Tax carries out the particular Services as a controller or a processor. In the absence of any such indication, the capacity in which Deloitte Tax acts shall be determined in accordance with the Data Protection Legislation. When acting as a controller, the provisions of Paragraphs 19(a) to (f) and Paragraph 19.1 shall apply. When acting as a processor, the provisions of Paragraphs 19(a) to (f) and Paragraph 19.2 shall apply. Where Deloitte Tax acts as a processor, the Contract shall set out the scope of the processing carried out by Deloitte Tax in relation to the Services.

19.1 If Deloitte Tax Is Acting As Data Controller

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

(b) The Client acknowledges that Deloitte Tax may process Personal Data as a controller for the purpose of, or in connection with the Services to comply with: (i) applicable legal, professional or regulatory requirements; (ii) requests and communications from competent authorities as permitted by law; and (iii) administrative, financial accounting, risk analysis, client relationship and other reasonable business purposes.

(c) The Client shall collect any necessary permission, provide any necessary notice and do all such other things as are required under the Data Protection Legislation in order for it to disclose Personal Data to Deloitte Tax for the purposes described in Paragraph 19.1(b) and such other purposes as may be described in the Contract.

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

19.2 If Deloitte Tax Is Acting As Data Processor

(a) Where Deloitte Tax may process Personal Data as a processor Deloitte Tax shall: (i) only process Personal Data: (A) to the extent necessary to provide the Services; (B) in accordance with the specific reasonable instructions of the Client (except to the extent, in the reasonable opinion of Deloitte Tax, such instructions infringe the Data Protection Legislation or other applicable law, in which case Deloitte Tax shall notify the Client); or (C) as required by any competent authority or law that applies to Deloitte Tax in its performance of the Services; (ii) implement appropriate technical and organizational measures designed to provide a level of security appropriate to the risk relating to its processing of the Personal Data and any security measures specified in the Contract; (iii) keep, and require that its personnel and agents keep, Personal Data confidential in accordance with Deloitte Tax's confidentiality obligations contained in Paragraph 10(a); (iv) notify the Client in writing without undue delay, and provide reasonable cooperation after becoming aware of a personal data breach (that is, a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data processed by Deloitte Tax) relating to Personal Data in Deloitte Tax's possession or control; (v) provide reasonable cooperation and assistance to the Client in relation to any request by a data subject to have access to Personal Data held about them or in relation to a reasonable request, allegation or complaint by a competent authority or data subject, including notifying the Client in writing without undue delay of receipt of any such request (except to the extent prevented from doing so by applicable law); (vi) be entitled to recover any reasonable costs incurred in complying with Paragraph 19.2(a)(v) above, or as result of assisting the Client in meeting its obligations under the Data Protection Legislation; (vii) subject to applicable legal, professional or regulatory requirements or business practices, at the reasonable request of the Client, delete or return all Personal Data to the Client on termination or expiry of the Contract and in such circumstance the provisions of Paragraph 19.1 apply.

(b) To the extent required by Data Protection Legislation applicable to Deloitte Tax in its performance of the Services, Deloitte Tax shall maintain a record of its processing activities and provide such cooperation and information to the Client as is reasonably necessary for the Client to demonstrate compliance with its obligations pursuant to Data Protection Legislation. Such cooperation shall include permitting the Client, at the Client's sole cost and expense, to audit Deloitte Tax's compliance with this Paragraph 19.2 provided that (unless expressly required otherwise by any competent authority): (i) reasonable notice of not less than thirty (30) days is given of any proposed audit and the parties shall, acting reasonably, agree to the scope and parameters of any such audit; (ii) to the extent the audit scope is covered in any audit carried out for Deloitte Tax by an independent third party auditor within twelve (12) months prior to the Client's audit request and there have been no material changes to the controls audited, Deloitte Tax may share the report to the extent relevant to the Client and the disclosure of such report shall be deemed to satisfy the audit request made by the Client; (iii) where, acting reasonably, a specific audit is still required by the Client, such audit shall be conducted during regular business hours, subject to Deloitte Tax's policies and confidentiality requirements and may not unreasonably interfere with Deloitte Tax's business activities; (iv) the audit shall be subject to Deloitte Tax's duties of confidentiality owed to any of its clients, personnel or other parties; and (v) the rights granted in this Paragraph 19.2(b) may not be conducted more than once in any calendar year.

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(c) The Client authorizes Deloitte Tax to use any Subcontractor, including any Deloitte Entity, to process Personal Data as a subprocessor of Deloitte Tax provided that Deloitte Tax shall (i) procure that such processing is subject to a written contract or other legal act with such subprocessor containing data protection obligations no less onerous than those set out in this Paragraph 19.2; and (ii) remain liable for the acts and omissions of any such subprocessor with respect to the processing of Personal Data to the same extent Deloitte Tax would be liable if it had caused such acts or omissions. Deloitte Tax's material subprocessors who have been engaged to perform Services for Client, if any, are listed in the Contract.

(d) Deloitte Tax shall be entitled to (i) transfer Personal Data to, and (ii) process Personal Data in, any jurisdiction including a jurisdiction outside the EEA, including to any Subcontractor, provided that such transfer is either permissible or legitimized by a valid transfer mechanism under Data Protection Legislation or as otherwise permitted under the Contract.

20. Anti-corruption and Sanctions.

(a) Deloitte Tax understands that the Client may be subject to laws that prohibit bribery and/or providing anything of value to government officials with the intent to influence that person's actions in respect of the Client. Deloitte Tax may be subject to similar laws and codes of professional conduct and has its own internal policies and procedures which prohibit illegal or unethical behaviors. In providing the Services, Deloitte Tax undertakes not to offer, promise or give financial or other advantage to another person with the intention of inducing a person to perform improperly or to reward improper behavior for the benefit of the Client, in each case, in violation of applicable law.

(b) Each party shall comply with all economic sanctions, export control, and import laws and regulations applicable to it in (or having an impact on) providing and receiving the Services under this Contract. The parties recognize that such laws and regulations restrict the export and reexport of the Services and Deliverables to jurisdictions subject to territorial economic sanctions (currently, e.g., Russia).

21. Disclosure Laws.

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

22. 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.

23. Entire Agreement, Modification and Effectiveness.

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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.

24. 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.

25. 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 26, 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.**

26. 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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27. 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 LLP Privacy Statement

Last revised: August 21, 2023

Introduction

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

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

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

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

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

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

What personal information do we collect?

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

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

In order to provide services to you, Deloitte Tax may receive and also need to process personal information about you that may be considered special category (or "sensitive") personal information under certain U.S. State laws (special category personal information includes information about your social security, driver's license, state identification card, or passport number; non-Deloitte account username or number or financial account, debit card, or credit card number in combination with credentials allowing access to such accounts; racial or ethnic origin; immigration or citizenship status; religious or philosophical beliefs; trade union membership; genetic or biometric data for identification purposes; precise geolocation; political opinions; medical or health conditions; or sex life or sexual orientation. Special category personal information also includes the contents of your personal mail, email, or text messages unless we are the intended recipient). Special category personal information about you includes information that may be reasonably inferred from other information that we receive.

Where we receive special category personal information or other information from which special category personal information can be reasonably inferred, we will, where required by law, obtain your explicit consent in order to process it.

How do we collect personal information?

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

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

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

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

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

How do we use your personal information?

Deloitte Tax processes personal information about you to:

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

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

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

Do we sell your personal information?

We do not sell your personal information.

How long will we keep your information?

We retain your personal information for as long as the information is reasonably needed for the purposes described in this Privacy Statement. We also may retain your personal information to comply with our legal or professional obligations, enforce our agreements, or resolve disputes.

To whom will we disclose your personal information?

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

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

Any personal information that we have referenced above under "What personal information do we collect?" may be disclosed to the third parties identified in this section for the purposes set forth herein.

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

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

Disclosing personal information to us relating to third parties

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

On what basis do we process personal information about you?

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

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Deloitte Tax LLP Privacy Statement

Last revised: August 21, 2023

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

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

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

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

(c) we are subject to legal, regulatory or professional obligations which require the processing of your personal information.

What are your rights in relation to your personal information?

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

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

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

- ask that we delete personal information that we hold about you, or restrict the way in which we use your personal information
- withdraw consent to our processing of your personal information (to the extent our processing is based on your consent)
- ask us to stop or start sending you marketing messages at any time
- obtain and/or move your personal information to another service provider
- object to our processing of your personal information
- request that we provide the following information regarding the personal information we hold about you:
 - The categories and/or specific pieces of personal information we collected
 - The categories of sources from which personal information is collected
 - The business or commercial purpose for collecting personal information
 - The categories of third parties with whom we shared personal information

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

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

To exercise any of your rights under applicable law described above regarding your personal information, complete our Personal Information Request Form (available at <https://datasubject.deloitte.com/>) or call us at this toll-free number +1.844.919.0711. When calling us, please provide your full name, mailing address, email address, and the specific type of request you are making. You may also have a right to appeal a denial of your request by completing the Personal Information Privacy Statement Appeal Form (available at <https://datasubject.deloitte.com/appeal-form>)

For individuals in the EU, Switzerland and the United Kingdom, you may contact your European, Swiss or United Kingdom data protection authority regarding our processing of your personal information.

We will not discriminate against you for exercising any of your rights with respect to your personal information.

How do we verify your identity when you submit a data subject request?

For certain personal information requests, we must first verify your identity before processing your request. To do so, we may ask you to provide us with your full name, contact information, and relationship to Deloitte. Depending on your request, we may

ask you to provide additional information. Once we receive this information, we will then review it and determine whether we are able to match it to the information Deloitte maintains about you to verify your identity.

How do we process third party requests?

If you are submitting a personal information request on behalf of someone other than yourself, please complete our Personal Information Request Form (available at <https://datasubject.deloitte.com/>) and include proof that you are authorized to make the request. This may be in the form of a written authorization signed by the person whom you are acting on behalf of or a valid power of attorney.

Data Privacy Framework Notice

Deloitte LLP and its United States affiliates, including Deloitte Tax, adhere to the EU-U.S. and Swiss Data Privacy Frameworks as set forth by the U.S. Department of Commerce with respect to personally identifiable information that is transferred from the European Economic Area and Switzerland to the United States within the scope of their Data Privacy Framework certifications. To learn more, see our Data Privacy Framework Notice (available at <https://www2.deloitte.com/us/en/footerlinks1/data-privacy-framework.html>)

How do we keep your personal information secure?

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

Changes to this Privacy Statement

In addition to describing our current privacy practices, this Privacy Statement also describes the categories of personal information we collected, disclosed, or sold during the preceding 12 months. We may modify or amend this Privacy Statement from time to time at our discretion. When we make changes to this Privacy Statement, we will amend the revision date at the top of this page and the modified or amended Privacy Statement shall apply to you and your personal information as of that revision date. We encourage you to review the Privacy Statement on our website (available at https://www2.deloitte.com/us/en/footerlinks1/tax-privacy.html?icid=bottom_tax-privacy) periodically to be informed about how we are protecting your personal information.

Contact us

If you have any questions or concerns regarding this Privacy Statement or your personal information, please contact our data protection officer by email at USPrivacyQuestions@deloitte.com or call us at +1.844.919.0711. Our European Union representative, Deloitte Tax EU Privacy Rep Limited, can be contacted by email at EURepresentative@deloitte.com.


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DISCLOSURE

From time to time, Deloitte USA LLP, Deloitte LLP and their respective subsidiaries (collectively, “we”, “us” or “Company”) may be required by law to provide to you certain written notices or disclosures related to the use of DocuSign and/or electronic signatures (“Disclosures”). Described below are the terms and conditions for providing to you such Disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' checkbox.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.0000 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive Disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required Disclosures only in paper format. How you must inform us of your decision to receive future Disclosures in paper format and withdraw your consent to receive Disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required Disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required Disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper Disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required Disclosures electronically from us or to sign electronically documents from us.

All Disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all Disclosures that are required to be provided or made available to you. To reduce the chance of you inadvertently not receiving any Disclosures, we prefer to provide all of the required Disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the Disclosures electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the Disclosures electronically from us.

How to contact Deloitte:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive Disclosures electronically as follows:

To advise Deloitte of your new e-mail address

To let us know of a change in your e-mail address where we should send Disclosures electronically to you, you must send an email message to us at [Deloitte Global eSignature Support](#) and in the body of such request you must state: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Deloitte

To request delivery from us of paper copies of the Disclosures previously provided by us to you electronically, you must send us an e-mail to [Deloitte Global eSignature Support](#) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

To withdraw your consent with Deloitte

To inform us that you no longer want to receive future Disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [Deloitte Global eSignature Support](#) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic Disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference

and access. Further, if you consent to receiving Disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Deloitte as described above, I consent to receive exclusively through electronic means all Disclosures that are required to be provided or made available to me by Deloitte.

Exhibit 5

Tax Compliance Work Order

Invitae Corporation
Work Order – TY23 Tax Return Preparation Services

Work Order Number: 1

Authorized Start Date: Upon Execution of Work Order

This Work Order incorporates the terms and conditions of the Engagement Letter between Deloitte Tax LLP (“Deloitte Tax”) and Invitae Corporation and its subsidiaries and/or affiliates (“Client”) dated January 2, 2024.

Description of Services:

Deloitte Tax will prepare the 2023 federal, state and local income tax returns (“tax returns”) identified in Exhibit A, Listing of Income Tax Returns Included in Engagement, attached to this Engagement Letter and incorporated herein by reference.

Extensions:

In addition to the preparation of Client’s 2023 tax returns, Deloitte Tax will assist in calculating the amounts of extension payments and preparing the extension requests for the 2023 tax returns identified in Exhibit A.

Estimated Taxes:

In addition to the preparation of Client’s 2023 tax returns, Deloitte Tax will assist in calculating 2024 quarterly estimated tax payments as needed. Deloitte Tax will prepare these quarterly income tax payment calculations based on financial information supplied by Client. Vouchers will be prepared where required.

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 must be received by the Department of Treasury by April 15, 2024 with an automatic extension available until October 15, 2024. If assistance with these filings is needed, please notify Deloitte Tax and a separate fee estimate for these services can be provided.

Electronic Return Filing:

Client has engaged Deloitte Tax to electronically file (“e-file”) its federal and various states and local income tax returns. Deloitte Tax will transmit the tax return(s) in the form of electronic files as authorized by the Client. In order for Deloitte Tax to e-file Client’s returns, Client must provide signed e-file authorizations to Deloitte Tax at least seven (7) days prior to transmission to the IRS, state, and local jurisdictions indicated. Upon receipt of the signed e-file authorizations, Deloitte Tax will transmit the electronic files without modification other than as necessary to resolve diagnostic or other errors generated as a result of the transmission. The receipt of the signed e-file authorizations will be deemed by Deloitte Tax as authorization by Client to e-file Client’s returns. Client retains responsibility for compliance with any electronic fund transfer requirements that may apply to the payment of applicable taxes.

Electronic Funds Withdrawal

The IRS allows for payment of federal income taxes due or estimated tax payments via electronic funds withdrawal (“EFW”). In addition, certain states provide or mandate EFW for payment of taxes due and/or estimated tax payments. To the extent that Deloitte Tax provides assistance with your use of EFW, our assistance will be limited to entering the requisite bank account information, tax payment amount, etc. (“EFW Information”) into the tax compliance software used to prepare your Returns. Your signed approval for Deloitte

Invitae Corporation

Work Order 2

Page 2 of 6

Tax to transmit your Returns will serve as your acknowledgement that the EFW Information is correct. Deloitte Tax will transmit the EFW Information to the IRS and state authorities as required without modification other than as necessary to resolve diagnostic or other errors generated as a result of the transmission. You retain responsibility for bank account accessibility and for confirming that the necessary funds are available in your bank account to pay the taxes due on the date prescribed for withdrawal, including those for quarterly estimated taxes. Deloitte Tax assumes no responsibility for any interest or penalties arising from your use of EFW under this Engagement Letter. Deloitte Tax will not remind you of future quarterly estimated tax payments that you have directed to be withdrawn by taxing authorities using EFW.

State Tax Return Apportionment Information:

Deloitte Tax will prepare state tax returns based upon the state information, apportionment data provided by the client and the apportionment methodologies utilized by Client on its 2022 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 2022 that may be inappropriate to utilize for the 2023 tax return(s).

Engagement Technology

In providing the Services, we expect to utilize our innovative cloud-based solution, Intelra, to facilitate efficient communication between Client's team and ours and streamline the process associated with requesting and receiving the data necessary for our Services. For additional information about Intelra, please contact your Deloitte Tax engagement team.

Potential state/local nexus considerations

State/local jurisdictions continue to enact nexus rules that impose filing obligations based on sales made into jurisdictions or other economic presence. Client may need to periodically revisit positions it may have historically taken regarding income/franchise tax nexus. As a result, the scope of our Services may need to be expanded to include a nexus review for additional filings. Deloitte Tax has not been engaged to perform a nexus review or consulting services. If you need assistance with these services, please notify Deloitte Tax and a separate fee estimate for these services can be provided.

Tax Positions, Potential Penalties, Taxing Authority Audits

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

Our Services do not include representation of you in administrative taxing authority proceedings. However, Deloitte Tax would generally be willing to represent you in such proceedings for an additional fee that is mutually agreed upon.

Fees and Expenses:

Invitae Corporation
Work Order 2
Page 3 of 6

The Deloitte Tax fees for the preparation of the tax returns, including services related to extensions and quarterly estimates, are \$185,000.

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 \$2,000 for each separate return and \$3,000 for each combined return. Deloitte Tax also estimates that the fee for the preparation of additional international 5471 and 8858 forms not listed on Exhibit A will be \$4,000 and \$2,500, respectively. Deloitte Tax will prepare such additional tax returns and forms 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, state payment/overpayment carryforward information (including adjustments for notices), depreciation reports 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.

UNANTICIPATED OUT-OF-SCOPE

In the event there is a mutually agreed upon change in the scope of our services for any other reason (e.g., new legislation, changes in the number of entities or tax returns included in the engagement, a need to file amended federal or state tax returns, analysis and calculation of Administrative Adjustment Requests (AAR) for a partnership subject to the centralized partnership audit regime (BBA), calculation of push-out adjustments from lower-tier partnerships into current tax year calculations, specified tax reporting for transactions arising in the year such as dispositions and acquisitions and internal entity realignment or reorganizations (including relevant elections and statements), significant intercompany transactions, debt modifications, reportable transactions, expansion of the requirements or complexities with electronically filing tax returns, regulatory changes in filing requirements, analysis and tracking of state attributes that have carryover amounts (e.g., NOLs, 163(j), 174), separate computations of attribute allocations to joining and departing members of the consolidated group and/or the limitations thereon, 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. Our fees for such out-of-scope services will generally be based on the amount of professional time incurred and our agreed-upon hourly rates, which vary depending upon the experience level of the professionals involved. 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.

Additionally, state or local tax jurisdictions may continue to modify their laws to address tax law changes and mandated informational reporting. It is possible that a state may adopt retroactive legislation after the filing of the 2023 tax return(s). Therefore, consideration may need to be given to filing an initial original return followed by an amended state return once the state has issued final guidance.

Invitae Corporation
Work Order 2
Page 4 of 6

Deloitte Tax will bill 75% of the fees for the Services referred to above, and Client agrees to pay such portion of the fees, prior to commencement of the Services, and the remainder will be billed every four weeks as the Services progress.

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.

Other Terms:**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 Services under this Work Order, (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 end of the tax year to which the information relates, 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 Work Order, 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.

Your signature constitutes Client's consent to disclosure and use of Client's tax return information in the manner described above.

Very truly yours,

AGREED AND ACCEPTED

DELOITTE TAX LLP

Invitae Corporation, on behalf of itself and its subsidiaries and/or affiliates

By: Derek Judi
Derek Judi
Managing Director

By: Ana Schrank
Ana Schrank
Chief Financial Officer

Date: 06-Jan-2024 | 7:30:22 AM PST

Invitae Corporation
 Work Order 2
 Page 5 of 6

Exhibit A – Invitae Corporation

Listing of Federal and State and Local Income Tax Returns Included in Engagement

Entity Name	Jurisdiction	Form Number
Invitae Corporation and Subsidiaries	Federal	1120
Genelex India Private Limited	International	5471
Invitae Australia PTY LTD	International	5471
Invitae Canada, Inc.	International	5471
Invitae Israel Inc. LTD	International	5471
Invitae Japan KK	International	5471
Invitae Latvia, SIA	International	5471
Invitae Medical Genetics Brasil, Ltda	International	5471
Invitae Singapore	International	5471
Invitae Netherlands, BV	International	8858
Orbicule BVBA d/b/a Diploid	International	8858
Invitae Corporation and Subsidiaries	Arizona	120
Invitae Corporation and Subsidiaries	California	100
Invitae Corporation and Subsidiaries	Colorado	112
Invitae Corporation and Subsidiaries	Connecticut	CT-1120CU
Invitae Corporation and Subsidiaries	District of Columbia	D-20
Invitae Corporation and Subsidiaries	Florida	F-1120
Invitae Corporation and Subsidiaries	Hawaii	N-30
Invitae Corporation and Subsidiaries	Idaho	41
Invitae Corporation and Subsidiaries	Illinois	IL-1120
Invitae Corporation and Subsidiaries	Indiana	IT-20
Invitae Corporation and Subsidiaries	Kansas	K-120
Invitae Corporation and Subsidiaries	Kentucky	720U
Invitae Corporation and Subsidiaries	Massachusetts	355U
Invitae Corporation and Subsidiaries	Maine	1120ME
Invitae Corporation and Subsidiaries	Michigan	4891
Invitae Corporation and Subsidiaries	Minnesota	M4
Invitae Corporation and Subsidiaries	Missouri	MO-1120
Invitae Corporation and Subsidiaries	Nebraska	1120N
Invitae Corporation and Subsidiaries	New Hampshire	NH-1120-WE
Invitae Corporation and Subsidiaries	New Jersey	CBT 100U
Invitae Corporation and Subsidiaries	New York	CT-3-A

Invitae Corporation
 Work Order 2
 Page 6 of 6

Invitae Corporation and Subsidiaries	New York City	NYC-2A
Invitae Corporation and Subsidiaries	Oregon	OR-20
Invitae Corporation and Subsidiaries	Oregon	OR CAT
Invitae Corporation and Subsidiaries	Rhode Island	RI-1120C
Invitae Corporation and Subsidiaries	South Carolina	SC1120
Invitae Corporation and Subsidiaries	Texas	05-158/05-102
Invitae Corporation and Subsidiaries	Utah	TC-20
Invitae Corporation and Subsidiaries	Virginia	500
Invitae Corporation and Subsidiaries	Wisconsin	6
Invitae Corporation	Alabama	20C
Invitae Corporation	Alabama	CPT
Invitae Corporation	Bowling Green	BG-KY
Invitae Corporation	Georgia	600
Invitae Corporation	Louisiana	CIFT-620-2D
Invitae Corporation	Maryland	500
Invitae Corporation	Mississippi	83-120
Invitae Corporation	North Carolina	CD-405
Invitae Corporation	Pennsylvania	RCT-101
Invitae Corporation	Tennessee	FAE-170
Invitae Corporation	San Francisco	ABT 2023
Good Start Genetics, Inc.	Georgia	600
Good Start Genetics, Inc.	Pennsylvania	RCT-101
ArcherDX LLC	California	568
Citizen LLC	California	568
Genetic Solutions LLC d/b/a Genelex	California	568
Genosity LLC	California	568
MedNeon LLC	California	568
Prompt Genomics LLC	California	568

Certificate Of Completion

Envelope Id: 0B9E9A3E8FE344BDBCC299EAE1B928E7 Status: Completed
Subject: Invitae TY2023 Tax Compliance Work Order BAS 2024Jan2.docx
APPID: 1001
OriginalSender: DJUDI@DELOITTE.COM
Source Envelope:
Document Pages: 6 Signatures: 2 Envelope Originator:
Certificate Pages: 5 Initials: 0 Deloitte Enterprise Document Management
AutoNav: Enabled Two Jericho Plaza 3rd Floor
Enveloped Stamping: Enabled ATTN: Accounts Payable
Time Zone: (UTC-08:00) Pacific Time (US & Canada) Jericho, NY 11753
IP Address: 35.153.14.105

Record Tracking

Status: Original Holder: Deloitte Enterprise Document Management Location: DocuSign
1/4/2024 10:00:49 AM

Signer Events

Derek Judi Signature Timestamp
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Viewed: 1/4/2024 10:01:02 AM
Signed: 1/4/2024 10:01:20 AM
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Using IP Address: 24.206.73.50
1/4/2024 10:00:52 AM

Electronic Record and Signature Disclosure:

Accepted: 1/4/2024 10:01:02 AM
ID: 2436224c-9293-49fe-a683-f352a5eaeed9
Company Name: Deloitte

Ana Schrank Signature Timestamp
Sent: 1/4/2024 10:01:21 AM
Viewed: 1/6/2024 7:30:13 AM
Signed: 1/6/2024 7:30:22 AM
CFO
Security Level: Email, Account Authentication
(None) Signature Adoption: Pre-selected Style
Using IP Address: 76.103.253.125

Electronic Record and Signature Disclosure:

Accepted: 1/6/2024 7:30:13 AM
ID: b77ecf26-333a-4b04-8c15-5e4ecc2af97d
Company Name: Deloitte

In Person Signer Events Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Green, Ian Sent: 1/6/2024 7:30:23 AM



Security Level: Email, Account Authentication
(None)

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/6/2024 7:30:13 AM
Signing Complete	Security Checked	1/6/2024 7:30:22 AM
Completed	Security Checked	1/6/2024 7:30:23 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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DISCLOSURE

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Withdrawing your consent

If you decide to receive Disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required Disclosures only in paper format. How you must inform us of your decision to receive future Disclosures in paper format and withdraw your consent to receive Disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required Disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required Disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper Disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required Disclosures electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all Disclosures that are required to be provided or made available to you. To reduce the chance of you inadvertently not receiving any Disclosures, we prefer to provide all of the required Disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the Disclosures electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the Disclosures electronically from us.

How to contact Deloitte:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive Disclosures electronically as follows:

To advise Deloitte of your new e-mail address

To let us know of a change in your e-mail address where we should send Disclosures electronically to you, you must send an email message to us at [Deloitte Global eSignature Support](#) and in the body of such request you must state: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Deloitte

To request delivery from us of paper copies of the Disclosures previously provided by us to you electronically, you must send us an e-mail to [Deloitte Global eSignature Support](#) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

To withdraw your consent with Deloitte

To inform us that you no longer want to receive future Disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [Deloitte Global eSignature Support](#) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic Disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference

and access. Further, if you consent to receiving Disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Deloitte as described above, I consent to receive exclusively through electronic means all Disclosures that are required to be provided or made available to me by Deloitte.

Exhibit 6

Property Tax Work Order

Invitae Corporation Work Order

Work Order Number: PTS-003

Authorized Start Date: Upon Execution

This Work Order incorporates the terms and conditions of the Engagement Letter between Deloitte Tax LLP ("Deloitte Tax") and Invitae Corporation, and its subsidiaries and/or affiliates ("Client") dated January 4, 2024.

Description of Services:

Deloitte Tax will provide business personal property tax rendition preparation services ("Services") for Client. Deloitte Tax will prepare the business personal property tax renditions identified in Exhibit A, Listing of Business Personal Property Tax Renditions Included in Engagement, attached to this Work Order and incorporated herein by reference. Deloitte Tax will provide the Services for the renditions filed for tax year 2024.

Client will identify an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the Services and deliver the necessary property tax information by the requested due date. The initial information requested by Deloitte Tax to complete the renditions is outlined in Exhibit B, Initial List of Information Required, attached.

Deloitte Tax will provide the following as part of the Services:

- Prepare the renditions identified in Exhibit A for Client's review, approval and filing;
- Provide Client with electronic copies of all renditions prepared via a secure electronic portal;
- At Client's direction, receive copies of business personal property tax rendition notices associated with the renditions prepared under this Work Order and analyze and provide responses to such notices for Client's review and approval;

In order to provide the Services, complete and organized data needed to prepare the tax renditions must be received no later than February 1, 2024. Deloitte Tax will discuss with Client personnel mutually agreeable procedures for Deloitte Tax to receive data for the business personal property tax renditions.

Electronic Rendition Filing

Client may be required to file its property tax rendition(s) electronically. 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 jurisdiction's requirements, and to the extent requested by Client, the transmission of the electronic file[s] in the form and content as authorized by the Client. In order for Deloitte Tax to electronically transmit Client's files, Client must provide a signed authorization or other required declaration to Deloitte Tax at least three (3) days prior to transmission to the jurisdiction. Upon receipt of the signed authorization 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

Invitae Corporation

February 5, 2024

Page 2

result of the transmission. The receipt of a signed authorization 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.

Client renditions 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 Work Order. Deloitte Tax would generally be willing to represent Client before appropriate tax authorities, if permissible, in such proceedings for an additional fee that is mutually agreed upon. Such representation services should generally be agreed to by Client and Deloitte Tax through an addendum to this Work Order or a separate work order or other written agreement. 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.

To the extent Client requests that Deloitte Tax provide Representation Services, Deloitte Tax will prepare the appropriate power of attorney form ("Power of Attorney" or "Agent Authorization") for Client to execute and acknowledge Deloitte Tax's ability to communicate with the state/local taxing authority regarding Client's business personal property tax matters. Notwithstanding any language in the Agent Authorization, Client and Deloitte Tax mutually agree that Deloitte Tax's activities with respect to the Services are limited to allowing Deloitte Tax to communicate with the relevant taxing authority on behalf of Client. Deloitte Tax will not execute agreements, extend a statute of limitation, receive refunds or make payments, and Client agrees that Deloitte Tax will not become liable for taxes or make any management decision on behalf of Client.

Fees and Expenses

The Deloitte Tax fees for the Services will be \$16,150, plus reasonable out-of-pocket expenses. If Deloitte Tax finds that there is an increased level of complexity or if additional services are necessary in order to complete the tax renditions identified in Exhibit A, Deloitte Tax will contact you to discuss the expected fees and expenses related to such out-of-scope services.

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, Client and Deloitte Tax may mutually agree to perform property tax compliance services not contained under the Description of Services (i.e.: out-of-scope services) or business personal property tax advisory Services throughout the year, for which a separate Work Order should be issued. If Client and Deloitte Tax do not execute a separate Work Order with respect to such services, the terms of this Work Order 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.

IMPACT ON FEES DUE TO FAILURE TO PROVIDE REQUESTED INFORMATION

Invitae Corporation

February 5, 2024

Page 3

Deloitte Tax assumes that Client will provide timely and complete information as requested, including complete fixed asset reports and reconciliations of the fixed assets to the trial balance and timely approval and authorization for a particular task. In the event that the 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 or Client changes information or provides new information after final sign off of workpapers or renditions, 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. Deloitte Tax will inform Client prior to incurring such additional time.

Preparation of any necessary extension requests for tax renditions as a result of incomplete or late data from the Client will be billed based on the amount of professional time incurred and our agreed-upon hourly rates, which vary depending upon the experience level of the professionals involved, plus reasonable out-of-pocket expenses.

Billing Schedule

Deloitte Tax will bill for the Services referred to above upon based on the following schedule:

Invoice Date	Invoice Amount
Upon Execution	25% of Fees
April 1, 2024	50% of Fees
September 1, 2024	25% of Fees

Additional services as requested by Client will be billed monthly as incurred.

Client Responsibilities:

The Services described herein are based on our analysis of the effort necessary to address Client's business personal property tax compliance requirements, based on our understanding of Client's current structure and the following assumptions:

- Client management will meet with the Deloitte Tax engagement team as requested;
- Client tax and financial personnel will participate in an active oversight role and will provide timely information;
- Client will be responsible for extracting and providing necessary information from accounting systems to prepare the business personal property tax renditions, and such information will be provided to Deloitte Tax;
- Client will provide written authorization to finalize Client's business personal property tax renditions, including Client's electronic signature, after Client has reviewed and approved those business personal property tax renditions;
- Client will arrange for the mailing of all business personal property tax renditions that are not electronically filed, and the payment of all business personal property taxes due, to each state/local taxing authority;

Invitae Corporation

February 5, 2024

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- Client will be responsible for making all management decisions relating to business personal property tax matters, including reviewing and approving all business personal property tax renditions prepared by Deloitte Tax.

In preparing each of the business personal property tax renditions, Deloitte Tax will rely on the information that Client will supply to be accurate and complete. Deloitte Tax will not audit or otherwise verify such information, although Deloitte Tax may request clarification of some of the information. Since the business personal property tax renditions will reflect the information that Client has provided, Client will have the ultimate responsibility for their accuracy. Client will be responsible for any business property tax rendition related interest and penalties charged by a taxing authority.

Other Terms

CONSENT FOR DISCLOSURE AND USE OF TAX RENDITION INFORMATION

Client authorizes that any and all information (i) furnished to Deloitte Tax for or in connection with the preparation of Client's tax renditions under this Work Order, (ii) derived or generated by Deloitte Tax from the information described in (i) above, or (iii) associated with prior years' tax rendition information in the possession of Deloitte Tax may, for a period of up to eight (8) years from the end of the tax year to which the information relates, 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 Work Order, tax planning or preparation of tax renditions, 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 renditions; if Client wishes to request a more limited disclosure of tax rendition information, Client must inform Deloitte Tax. Client acknowledges that Client's tax rendition information may be disclosed to Deloitte Tax affiliates, related entities (or their affiliates) or subcontractors located outside of the United States.

Invitae Corporation
February 5, 2024
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Your signature constitutes Client's consent to disclosure and use of Client's tax rendition information in the manner described above.

Very truly yours,

AGREED AND ACCEPTED

DELOITTE TAX LLP

Invitae Corporation, on behalf of itself and its subsidiaries and/or affiliates

By: Jeffrey Rash

DocuSigned by:
James Lee

Printed Name: Jeffrey Rash

37DA3086C922417...
Printed Name: James Lee

Title: Tax Managing Director

Title: Head of Tax

Date: 2024-Feb-20 | 8:21 AM PST

Invitae Corporation

February 5, 2024

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Exhibit A**Listing of State/Local Business Personal Property Tax Renditions Included in Work Order:**

#	Location	City	State	Jurisdiction
1	1400 16th St	San Francisco	CA	San Francisco
2	444 De Haro St	San Francisco	CA	San Francisco
3	5 Technology Drive	Irvine	CA	Orange
4	1101 Space Park Dr	Santa Clara	CA	Santa Clara
5	260 Sheridan Ave	Palo Alto	CA	Santa Clara
6	15000 W 6th Ave, Ste 150 (Archer)	Golden	CO	Jefferson
7	2477 55th St (Archer)	Boulder	CO	Boulder
8	335D Centennial Parkway (Archer)	Louisville	CO	Boulder
9	840 Memorial Dr (Archer)	Cambridge	MA	Cambridge
10	1 Main Street, Ste 500	Cambridge	MA	Cambridge
11	1001 Airport Blvd	Morrisville	NC	Wake
12	3101 Western Ave #100	Seattle	WA	King

Invitae Corporation

February 5, 2024

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Exhibit B

Initial List of Information Required

Information Request

- 1) Property tax rendition forms and any tax jurisdiction notices received to date for the upcoming filings
- 2) List of locations noting whether the property is owned or leased, type of property-office, retail, warehouse, etc. and corresponding complete addresses (Street, City, State, Zip Code and County)
 - a. Date Client began business at each location
- 3) Fixed asset report and/or other information showing detailed asset descriptions and dates placed in service as of the lien date (e.g., January 1, 2024). Fixed asset report should tie to the trial balance and/or location and/or legal entity that rolls up to the Consolidated Balance Sheet – please provide in an excel format
- 4) Fixed Asset roll-forward schedule, noting beginning of year balance, end of year balance, asset additions and disposals and assets transferred in and out of the location
- 5) Construction work-in-process (“CWIP”) report showing detailed description of costs
 - a. If Client uses CWIP as a holding account, please identify which costs are not located at the facility
- 6) Balance of supplies and inventory and supporting detail
 - a. Inventory held for sale
 - b. Inventory held as “spares”
 - c. Noting date placed in service, original cost and current value which reconciles to trial balance and location or the address where the inventory is held
- 7) Copy of any incentive/abatement in place for any respective locations
- 8) Reporting of off-site assets and the address for which they are located
 - a. Tooling
 - b. Vehicles
 - c. Inventory
 - d. Assets leased to others
- 9) List of property on site but belonging to others. Please note the type, lessor’s name and mailing address and whether the tax obligation belongs with the lessor or the lessee. Please provide the Year of Acquisition, Year of Manufacture, Description and Lease or Identification Number and Cost to Purchase New and/or Annual Rent, where appropriate noting the type of property as follows:
 - a. Leased Equipment
 - b. Lease purchase option equipment
 - c. Capitalized lease equipment
 - d. Vending equipment
 - e. Other business
 - f. Government owned property

Exhibit B

Invoice

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees	
<i>Preparation of Fee Applications</i>					
07/11/2024					
	Majumder, Aritra	Continue to review fee detail for the period of June 2024 fee application.	\$150.00	3.0	\$450.00
07/16/2024					
	McDonald, Carisa	Prepare March monthly fee statement.	\$250.00	1.6	\$400.00
	McDonald, Carisa	Prepare February monthly fee statement.	\$250.00	1.3	\$325.00
07/19/2024					
	Verma, Anshu	Review fee detail for the period of June 2024 fee application.	\$150.00	1.2	\$180.00
07/25/2024					
	McDonald, Carisa	Finalize March monthly fee statement.	\$250.00	0.4	\$100.00
07/26/2024					
	Gutierrez, Dalia	Review June fee detail in preparation for the monthly fee application.	\$230.00	2.9	\$667.00
	M, Deepa	Review fee detail for the period of June 2024 fee application.	\$150.00	2.0	\$300.00
	Subtotal for Preparation of Fee Applications:				
				12.4	\$2,422.00
<i>Property Tax Services</i>					
07/01/2024					
	Farnsworth, Tyler	Draft the engagement letter for 2024 services.	\$0.00	0.5	\$0.00
07/02/2024					
	S, Ananthakrishnan	Review 2022 San Francisco update.	\$0.00	2.5	\$0.00
	Subtotal for Property Tax Services:				
				3.0	\$0.00
<i>Tax Compliance Services</i>					
07/01/2024					
	Aravind, Bhavanibhatla Sai	Email F. Moin (Deloitte) on state tax return preparation for New York.	\$0.00	0.5	\$0.00
	Aravind, Bhavanibhatla Sai	Review state compliance tax return for New York.	\$0.00	2.0	\$0.00
	Cantrell, Cody	San Francisco business tax services performed	\$0.00	0.5	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/01/2024				
Moin, Farha	Prepare New York state return.	\$0.00	3.1	\$0.00
Ramesh Vaishnavi, Gaddam	Clear G. Wright's (Deloitte) comments on New York tax return.	\$0.00	1.0	\$0.00
Ramesh Vaishnavi, Gaddam	Clear G. Wright's (Deloitte) comments on New York City tax return.	\$0.00	1.0	\$0.00
07/02/2024				
G, Navaparvathi	Call with S. Lnu (Deloitte) regarding 5471 (information return of U.S. persons with respect to certain foreign corporations) category for the returns.	\$0.00	0.5	\$0.00
Lnu, Savigya	Call with N. G. (Deloitte) regarding 5471 (information return of U.S. persons with respect to certain foreign corporations) category for the returns.	\$0.00	0.5	\$0.00
Lnu, Savigya	Understand the corptax environment to work on form 5471 (information return of U.S. persons with respect to certain foreign corporations) categories.	\$0.00	1.5	\$0.00
P, Varshaa	Clear e-file errors for Alabama return.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Clearing e-file package issue on Alabama tax return.	\$0.00	0.5	\$0.00
07/03/2024				
Aravind, Bhavanibhatla Sai	Review state compliance tax return for Michigan.	\$0.00	2.0	\$0.00
07/04/2024				
Aravind, Bhavanibhatla Sai	Update Kentucky state return.	\$0.00	1.0	\$0.00
07/05/2024				
Aravind, Bhavanibhatla Sai	Review state compliance tax return for new York city.	\$0.00	2.5	\$0.00
07/08/2024				
Aravind, Bhavanibhatla Sai	Continue to review state compliance tax return for New York City.	\$0.00	2.5	\$0.00
Chang, Tiffany	Update global intangible low-taxed income calculation.	\$0.00	0.5	\$0.00
Green, Ian	Review 2023 federal tax return.	\$0.00	0.5	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/08/2024				
Moin, Farha	Print New York city return and arrange the PDF for S. Aravind (Deloitte) review.	\$0.00	0.8	\$0.00
Ramesh Vaishnavi, Gaddam	Prepare Missouri tax return.	\$0.00	1.5	\$0.00
Ramesh Vaishnavi, Gaddam	Prepare Nebraska tax return.	\$0.00	1.5	\$0.00
Ramesh Vaishnavi, Gaddam	Prepare South Carolina tax return.	\$0.00	1.5	\$0.00
Wright, Grant	Review Tennessee corptax tax return.	\$0.00	1.0	\$0.00
Wright, Grant	Review Minnesota corptax tax return.	\$0.00	1.0	\$0.00
Wright, Grant	Review Alabama corptax tax return.	\$0.00	1.5	\$0.00
Wright, Grant	Call with S. Aravind and I. Green (Deloitte) regarding the Invitae state and federal compliance team organizing timelines and what is left/what is to be completed.	\$0.00	0.5	\$0.00
Wright, Grant	Review California corptax tax return.	\$0.00	1.0	\$0.00
Wright, Grant	Review New Hampshire corptax tax return.	\$0.00	1.0	\$0.00
Wright, Grant	Review Oregon corptax tax return.	\$0.00	1.0	\$0.00
Zubair, Shaikh	Work on CA LLC tax return.	\$0.00	1.8	\$0.00
Zubair, Shaikh	Continue to work on CA LLC tax return.	\$0.00	1.3	\$0.00
Zubair, Shaikh	Continue to work on CA LLC tax return.	\$0.00	1.4	\$0.00
07/09/2024				
Aravind, Bhavanibhatla Sai	Review state compliance tax return for Idaho.	\$0.00	1.5	\$0.00
Aravind, Bhavanibhatla Sai	Call with V. Gaddam, F. Moin, S. Zubair (Deloitte) regarding the status for the state returns and compliance work.	\$0.00	0.5	\$0.00
Moin, Farha	Call with V. Gaddam, S. Aravind, S. Zubair (Deloitte) regarding the status for the state returns and compliance work.	\$0.00	0.5	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/09/2024				
Moin, Farha	Email S. Aravind, V. Gaddam and S. Zubair (Deloitte) for timeline and status on submitted New York state return.	\$0.00	0.3	\$0.00
Ramesh Vaishnavi, Gaddam	Call with S. Aravind, F. Moin, S. Zubair (Deloitte) regarding the status for the state returns and compliance work.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Prepare Massachusetts tax return.	\$0.00	3.8	\$0.00
Ramesh Vaishnavi, Gaddam	Prepare Florida tax return.	\$0.00	1.7	\$0.00
Wright, Grant	Review District of Columbia by providing comments on the PDF.	\$0.00	1.1	\$0.00
Wright, Grant	Review Kentucky by providing comments on the PDF.	\$0.00	1.2	\$0.00
Wright, Grant	Update the workpaper for the changes from client to update the forms in corptax and reprint the forms.	\$0.00	3.5	\$0.00
Wright, Grant	Update the state workpaper.	\$0.00	1.0	\$0.00
Zubair, Shaikh	Call with V. Gaddam, S. Aravind, F. Moin (Deloitte) regarding the status for the state returns and compliance work.	\$0.00	0.5	\$0.00
Zubair, Shaikh	Worked on the CA LLC tax return.	\$0.00	1.5	\$0.00
07/10/2024				
Aravind, Bhavanibhatla Sai	Review New York City tax returns.	\$0.00	4.0	\$0.00
Moin, Farha	Call with S. Zubair (Deloitte) for preparing Georgia state return.	\$0.00	0.9	\$0.00
Wright, Grant	Review to update the federal tax return.	\$0.00	1.5	\$0.00
Zubair, Shaikh	Call with F. Moin (partial) (Deloitte) for preparing Georgia state return.	\$0.00	2.0	\$0.00
07/11/2024				
Moin, Farha	Prepare Idaho state tax return.	\$0.00	2.1	\$0.00
Ramesh Vaishnavi, Gaddam	Prepare North Carolina tax return.	\$0.00	1.5	\$0.00

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Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/15/2024				
Farnsworth, Tyler	Meeting (partial) with I. Green, G. Wright (Deloitte) regarding state return status.	\$0.00	0.2	\$0.00
Green, Ian	Meeting with T. Farnsworth (partial), G. Wright (Deloitte) regarding state return status.	\$0.00	0.5	\$0.00
Green, Ian	Review the 2023 Federal tax return using the excel workpaper to make sure it matched.	\$0.00	2.0	\$0.00
Ramesh Vaishnavi, Gaddam	Email S. Aravind, G. Wright, I. Green (Deloitte) regarding the compliance work status of returns assigned to me.	\$0.00	0.3	\$0.00
Ramesh Vaishnavi, Gaddam	Re-run state returns to reflect taxable income change.	\$0.00	1.2	\$0.00
Wright, Grant	Address comments from I. Green (Deloitte) on federal return workpaper.	\$0.00	3.0	\$0.00
Wright, Grant	Meeting with I. Green, T. Farnsworth (partial) (Deloitte) regarding state return status.	\$0.00	0.5	\$0.00
07/16/2024				
Aravind, Bhavanibhatla Sai	Call with V. Gaddam, G. Wright (Deloitte) to discuss federal related questions.	\$0.00	0.5	\$0.00
Aravind, Bhavanibhatla Sai	Call with V. Gaddam (Deloitte) regarding federal related questions on fixed assets.	\$0.00	1.0	\$0.00
Ramesh Vaishnavi, Gaddam	Call with S. Aravind, G. Wright (Deloitte) to discuss federal related question regarding section 174 capitalization.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Address comments on federal return of I. Green (Deloitte).	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Call with S. Aravind (Deloitte) regarding federal related question regarding stock based compensation.	\$0.00	1.0	\$0.00
Wright, Grant	Call with S. Aravind, V. Gaddam (Deloitte) to discuss federal return related question regarding rounding.	\$0.00	0.5	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/16/2024				
Wright, Grant	Update the amortization section on the form 4562 (deduction for depreciation and amortization) of the federal return.	\$0.00	1.0	\$0.00
07/17/2024				
Aravind, Bhavanibhatla Sai	Call with V. Gaddam (Deloitte) regarding federal tax return related updates.	\$0.00	1.5	\$0.00
Moin, Farha	Call with S. Zubair (Deloitte) to discuss Georgia return.	\$0.00	0.7	\$0.00
Ramesh Vaishnavi, Gaddam	Call with S. Aravind (Deloitte) regarding federal tax return related updates.	\$0.00	1.5	\$0.00
Ramesh Vaishnavi, Gaddam	Prepare the 4562 (deduction for depreciation and amortization) and 8594 forms (Asset Acquisition Statement Under Section 1060).	\$0.00	2.5	\$0.00
Zubair, Shaikh	Call with F. Moin (Deloitte) to discuss Georgia return.	\$0.00	0.7	\$0.00
Zubair, Shaikh	Work on New Jersey state tax return.	\$0.00	2.0	\$0.00
07/18/2024				
Green, Ian	Email S. Aravind (Deloitte) regarding comments on the 2023 tax return and how to present book-tax adjustments in corptax software.	\$0.00	0.7	\$0.00
Ramesh Vaishnavi, Gaddam	Print tax return and tax return support and replace the new return with the old version.	\$0.00	1.5	\$0.00
Zubair, Shaikh	Work on the new jersey state tax return.	\$0.00	1.5	\$0.00
07/19/2024				
Aravind, Bhavanibhatla Sai	Finalize federal tax return.	\$0.00	4.4	\$0.00
Aravind, Bhavanibhatla Sai	Re-run state tax compliance returns by guiding V. Gaddam and F. Moin (Deloitte).	\$0.00	2.6	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/19/2024				
Ramesh Vaishnavi, Gaddam	Re-print all the batch 1 state returns California, New Hampshire, New Jersey, Minnesota, Tennessee to update G. Wright's (Deloitte) comments on California return.	\$0.00	2.0	\$0.00
Wright, Grant	Review federal tax return.	\$0.00	1.0	\$0.00
07/22/2024				
Aravind, Bhavanibhatla Sai	Meeting with R. Gaddam, G. Wright, I. Green (partial) (Deloitte) to discuss status and next steps regarding state return preparation.	\$0.00	0.5	\$0.00
Aravind, Bhavanibhatla Sai	Call with V. Gaddam (Deloitte) to update federal tax return.	\$0.00	1.5	\$0.00
Green, Ian	Meeting (partial) with S. Aravind, R. Gaddam, G. Wright (Deloitte) to discuss status and next steps regarding state return preparation.	\$0.00	0.2	\$0.00
Green, Ian	Call with G. Wright (Deloitte) regarding review of federal tax return.	\$0.00	0.7	\$0.00
Green, Ian	Review the 2023 federal return and provide comments to S. Aravind, V. Gaddam, T. Farnsworth, G. Wright (Deloitte).	\$0.00	1.5	\$0.00
Moin, Farha	Call with S. Zubair (Deloitte) to discuss state returns updates.	\$0.00	0.9	\$0.00
Ramesh Vaishnavi, Gaddam	Prepare federal return while addressing the comments of I. Green (Deloitte).	\$0.00	1.5	\$0.00
Ramesh Vaishnavi, Gaddam	Meeting with S. Aravind, G. Wright, I. Green (partial) (Deloitte) to discuss status and next steps regarding state return preparation.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Print tax return support and e-file package of federal return.	\$0.00	0.5	\$0.00
Wright, Grant	Update federal return workpaper and federal return for the state tax change and other minor changes.	\$0.00	1.7	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/22/2024				
Wright, Grant	Meeting with S. Aravind, R. Gaddam, I. Green (partial) (Deloitte) to discuss status and next steps regarding state return preparation.	\$0.00	0.5	\$0.00
Wright, Grant	Call with I. Green (Deloitte) regarding review of federal tax return.	\$0.00	0.7	\$0.00
Zubair, Shaikh	Re-run the e-file package District of Columbia due to taxable income was changed.	\$0.00	0.8	\$0.00
Zubair, Shaikh	Re-run the e-file package Alabama ALCPT due to taxable income was changed.	\$0.00	0.7	\$0.00
Zubair, Shaikh	Call with F. Moin (Deloitte) to discuss state returns updates.	\$0.00	0.9	\$0.00
Zubair, Shaikh	Re-run the e-file package Oregon due to taxable income was changed.	\$0.00	0.7	\$0.00
Zubair, Shaikh	Re-run the e-file package Kentucky due to taxable income was changed.	\$0.00	0.6	\$0.00
07/23/2024				
Chang, Tiffany	Update international tax workpaper for client provided data.	\$0.00	2.0	\$0.00
Green, Ian	Review updates to the 2023 federal tax return.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Receive comments from I. Green (Deloitte) clearing those due to a change with entity for 8594 (Asset Acquisition Statement Under Section 1060).	\$0.00	2.5	\$0.00
Wright, Grant	Review federal tax return workpaper updates.	\$0.00	0.5	\$0.00
07/24/2024				
Aravind, Bhavanibhatla Sai	Call with V. Gaddam (partial) (Deloitte) regarding federal tax return related issues to fix them, finalize the return and send to I. Green (Deloitte) for review.	\$0.00	3.5	\$0.00
Chang, Tiffany	Update international tax workpaper for client provided data.	\$0.00	2.5	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/24/2024				
Green, Ian	Review updates to the 2023 federal tax return.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Call with S. Aravind (Deloitte) regarding federal tax return related issues to fix them, finalize the return and send to I. Green (Deloitte) for review.	\$0.00	2.0	\$0.00
Wright, Grant	Review New York state tax return.	\$0.00	1.0	\$0.00
Wright, Grant	Review New York city tax return.	\$0.00	0.5	\$0.00
07/25/2024				
Aravind, Bhavanibhatla Sai	Finalize the federal tax return after V. Gaddam (Deloitte) addressing I. Green's (Deloitte) comments.	\$0.00	1.0	\$0.00
Chang, Tiffany	Update international tax workpaper for client provided data.	\$0.00	1.0	\$0.00
Green, Ian	Review the 2023 Federal tax return using the excel workpaper to make sure it matched.	\$0.00	2.4	\$0.00
Wright, Grant	Attend walkthrough of the federal return with D. Judi and I. Green (Deloitte).	\$0.00	1.0	\$0.00
Wright, Grant	Draft a response to E. Louie and J. Lee (Invitae) with the remaining open questions to finish the federal return surrounding stock comp, acquisitions and assets.	\$0.00	1.0	\$0.00
07/26/2024				
Chang, Tiffany	Update international tax workpaper for client provided data.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Reprint New York tax return.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Reprint New York City tax return.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Reprint Illinois tax return.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Reprint Oregon tax return.	\$0.00	0.5	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/26/2024				
Ramesh Vaishnavi, Gaddam	Reprint New Jersey tax return.	\$0.00	0.5	\$0.00
Wright, Grant	Review New York City tax return.	\$0.00	2.0	\$0.00
07/29/2024				
Aravind, Bhavanibhatla Sai	Address federal compliance tax return related comments.	\$0.00	2.0	\$0.00
Chang, Tiffany	Input corptax for forms - 5471 (information return of U.S. persons with respect to certain foreign corporations).	\$0.00	1.5	\$0.00
Farnsworth, Tyler	Meeting with G. Wright (Deloitte) regarding E. Louie's (Invitae) comments on federal tax return.	\$0.00	0.5	\$0.00
Wright, Grant	Meeting with T. Farnsworth (Deloitte) regarding E. Louie's (Invitae) comments on federal tax return.	\$0.00	0.5	\$0.00
Wright, Grant	Email I. Green and D. Judi (Deloitte) regarding gain/loss calculation on sale of assets.	\$0.00	0.5	\$0.00
Wright, Grant	Update federal return.	\$0.00	0.5	\$0.00
Zubair, Shaikh	Email S. Aravind (Deloitte) to discuss comments on the new jersey tax return and how to update them.	\$0.00	0.1	\$0.00
07/30/2024				
Aravind, Bhavanibhatla Sai	Call with G. Wright (Deloitte) to discuss federal tax return.	\$0.00	1.0	\$0.00
Aravind, Bhavanibhatla Sai	Address Invitae federal tax return comments pertaining to federal tax return given by I. Green as V. Gaddam (Deloitte) was on paid time-off.	\$0.00	3.0	\$0.00
Green, Ian	Review the 2023 state tax return of Illinois.	\$0.00	2.0	\$0.00
Peacock, Thomas	Review international tax workpaper.	\$0.00	1.2	\$0.00
Wright, Grant	Call with S. Aravind (Deloitte) to discuss federal tax return.	\$0.00	1.0	\$0.00
Wright, Grant	Update rounding issue on federal tax return.	\$0.00	0.5	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
07/30/2024				
Zubair, Shaikh	Review comments on the CA LLC tax return and update for them.	\$0.00	1.0	\$0.00
07/31/2024				
Aravind, Bhavanibhatla Sai	Adjust the net income per books amount in federal compliance tax return due to the rounding issue in it.	\$0.00	1.5	\$0.00
Chang, Tiffany	Populate corptax for 5471 (information return of U.S. persons with respect to certain foreign corporations).	\$0.00	2.0	\$0.00
Green, Ian	Review 2023 state tax returns.	\$0.00	4.2	\$0.00
Peacock, Thomas	Correspond with T. Chang (Deloitte) regarding inputting workpapers into tax software.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Update adjusting entries per the workpaper and the 3 dollars balance sheet issue.	\$0.00	2.5	\$0.00
08/01/2024				
Chang, Tiffany	Meeting with A. Mclellan (Deloitte) to discuss E&P project and input adjustments to client's E&P in corptax.	\$0.00	4.0	\$0.00
Green, Ian	Review 2023 federal tax return international forms.	\$0.00	0.5	\$0.00
Mclellan, Austin	Meeting with T. Chang (Deloitte) to discuss E&P project and input adjustments to client's E&P in corptax.	\$0.00	4.0	\$0.00
Peacock, Thomas	Discussion with T. Chang (Deloitte) regarding status of international forms.	\$0.00	0.5	\$0.00
08/02/2024				
Ammenla Narsimha, Chandra Sekhar	Draft email to T. Chang (Deloitte) regarding Corptax questions.	\$0.00	1.0	\$0.00
Aravind, Bhavanibhatla Sai	Finalize federal tax return to send for I. Green's (Deloitte) review.	\$0.00	1.5	\$0.00
Chang, Tiffany	Input 5471 (information return of U.S. persons with respect to certain foreign corporations) corptax Input by addressing questions.	\$0.00	4.0	\$0.00

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Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Date	Description	Rate	Hours	Fees
<i>Tax Compliance Services</i>				
08/02/2024				
Herfel, Garrison	Assist T. Chang and C. Sekhar (Deloitte) with disabling high tax exception calculation in Corptax, and setting up ownership liquidation transaction in Corptax.	\$0.00	0.5	\$0.00
Ramesh Vaishnavi, Gaddam	Update the federal tax return per call with S. Aravind (Deloitte) for importing the trial balances.	\$0.00	2.0	\$0.00
Subtotal for Tax Compliance Services:			187.6	\$0.00
Total			203.0	\$2,422.00

Adjustment

Property Tax Services Fixed Fee				\$1,345.84
Tax Compliance Services Fixed Fee				\$9,250.00
Adjustment Subtotal :				\$10,595.84
Total			203.0	\$13,017.84

Recapitulation

Name	Rate	Hours	Fees
McDonald, Carisa	\$250.00	3.3	\$825.00
Gutierrez, Dalia	\$230.00	2.9	\$667.00
M, Deepa	\$150.00	2.0	\$300.00
Majumder, Aritra	\$150.00	3.0	\$450.00
Verma, Anshu	\$150.00	1.2	\$180.00
Ammenla Narsimha, Chandra Sekhar	\$0.00	1.0	\$0.00
Aravind, Bhavanibhatla Sai	\$0.00	42.0	\$0.00
Cantrell, Cody	\$0.00	0.5	\$0.00
Chang, Tiffany	\$0.00	18.0	\$0.00
Farnsworth, Tyler	\$0.00	1.2	\$0.00

Deloitte Tax LLP

Fees Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Recapitulation

Name	Rate	Hours	Fees
G, Navaparvathi	\$0.00	0.5	\$0.00
Green, Ian	\$0.00	16.2	\$0.00
Herfel, Garrison	\$0.00	0.5	\$0.00
Lnu, Savigya	\$0.00	2.0	\$0.00
Mclellan, Austin	\$0.00	4.0	\$0.00
Moin, Farha	\$0.00	9.3	\$0.00
P, Varshaa	\$0.00	0.5	\$0.00
Peacock, Thomas	\$0.00	2.2	\$0.00
Ramesh Vaishnavi, Gaddam	\$0.00	39.5	\$0.00
S, Ananthakrishnan	\$0.00	2.5	\$0.00
Wright, Grant	\$0.00	33.2	\$0.00
Zubair, Shaikh	\$0.00	17.5	\$0.00
Property Tax Services Fixed Fee			\$1,345.84
Tax Compliance Services Fixed Fee			\$9,250.00
Total		203.0	\$13,017.84

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Deloitte Tax LLP

Expenses Sorted by Category for the Fee Period

July 01, 2024 - August 02, 2024

Category	Date	Description	Amount
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Meals

Moin, Farha	07/09/2024	Dinner - after working hours.	\$7.00
Subtotal for Meals:			<u>\$7.00</u>
Total			<u>\$7.00</u>

Recapitulation

Category	Amount
Meals	\$7.00