

EXHIBIT C

Tax Consulting Engagement Letter



July 22, 2020

Noble Corporation, plc
Vida Montecillo
13135 Dairy Ashford Rd #800
Sugar Land, TX 77478

Dear Ms. Vida Montecillo,

This engagement letter confirms that Noble Corporation, plc ("you" or "Client") has engaged PricewaterhouseCoopers LLP ("we" or "us" or "PwC") to provide the services described below. Client may procure services under this engagement letter for itself and for those of its consolidated subsidiaries or affiliates that Client binds to this engagement letter by its signature or which separately agree to the provisions of this engagement letter (collectively, the "Subsidiaries").

Scope of Our Services

You have requested that PwC perform the following services (the "Services"):

(a) Recurring Tax Services

From time to time, Client may request PwC to provide services that may not be significant enough to require a separate engagement letter or Statement of Work. Subject to our acceptance, PwC will provide such services necessary to respond to matters presented to PwC by Client, or matters PwC brings to the attention of Client for which Client agrees PwC should provide assistance. The following illustrates the nature of the services intended to be covered by this engagement letter:

- We will provide advice, answers to questions on federal, state and local, and international tax matters, including research, discussions, preparation of memoranda, and attendance at meetings relating to such matters, as mutually determined to be necessary.
- We will provide advice and/or assistance with respect to matters involving the Internal Revenue Service ("IRS") or other tax authorities on an as-needed or as-requested basis.

These examples are not meant to limit the services we may provide to Client under the terms of this engagement letter. All services and deliverables provided hereunder are subject to your review and approval. We will keep you fully apprised of the nature of any services we are providing under this section. All related periodic billings (see discussion below) will describe the services rendered during the period.

(b) Other Tax Services

PwC may also perform other tax compliance and consulting services as agreed to with Client. Such services will be performed when one or more statements of work are issued under this engagement letter, a form of which is attached as Exhibit A ("Statement of Work"). Each Statement of Work will describe the Services to be performed, the expected schedule for



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performance, the amounts that Client will pay for those Services, and any other relevant information. This engagement letter does not obligate either party to enter into any Statements of Work. If there is a conflict between the terms contained in the main body of this engagement letter and a Statement of Work, the following order of precedence shall apply: (i) the Statement of Work and then, (ii) the main body of this engagement letter.

Use of PwC Technology

Certain internet based PwC Technology may be made available to you during our engagement as a convenience to support PwC's provision of Services to you. PwC Technology that may be provided to you include PwC's proprietary collaboration tools, software, databases, portals and platforms, all related documentation, as well as any modifications, derivatives or enhancements to them (collectively "PwC Technology"). Should you elect to use such PwC Technology, you understand that access to the PwC Technology is provided "as is" without any express or implied warranties. Client must inform Client's PwC team of the names of the Client personnel whom the Client authorizes to access and use the PwC Technology on Client's behalf (the "Client Users"). Client shall not give access to the PwC Technology to any third party, including, without limitation, to any third party consultants, contractors, or other persons who are not active employees of Client, without specific written authorization from PwC, PwC having been advised by Client that such persons are not active employees of Client. Any such third party expressly authorized by PwC in writing shall be deemed a "Client User" for purposes of this engagement letter. You will remain responsible for promptly notifying PwC of any changes to the list of Client Users who are authorized to access the PwC Technology, as well as the access rights relating to your information for each Client User. You shall remain responsible for all use and access of the PwC Technology by Client Users. Any access credentials issued by PwC are unique to each Client User and must not be shared, even between Client Users.

The information available to you on or through the PwC Technology during an engagement shall be information relating to the performance and delivery of the relevant Services and deliverables, and if applicable, information relating to the twelve (12) month period preceding such relevant Services and deliverables. PwC Technology is not designed or intended to form part of your permanent records, and you are responsible for making and separately maintaining copies of any records stored on the PwC Technology that may be needed by you.

PwC Technology and all materials related to it (including the underlying technology, user interface, algorithm, process, functionality etc.), are confidential and proprietary to PwC. As between the parties, PwC is and shall remain the sole owner of all rights, title and interests therein and thereto (but excluding any information or other content you place in the PwC Technology). You (and any permitted Client Users) may only use the PwC Technology to access, share and view certain information in connection with your receipt of Services, and other than the foregoing permission, no express or implied right or license is granted. Your access to the PwC Technology shall end at the conclusion of the applicable Services. You shall not (and shall not allow any Client User to) misappropriate or infringe any of PwC's rights in PwC Technology, or otherwise do anything that you are not expressly permitted to do under this engagement letter, or which would interfere with PwC's rights to such PwC Technology. PwC reserves the right, at its discretion, to change or discontinue the offerings, content, information, functionality and availability of the PwC Technology.



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Ownership and Use

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

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

Our advice is not binding upon any taxing authority or the courts and there is no assurance that any relevant taxing authority will not successfully assert a contrary position. Client may rely only on final written deliverables and not on oral advice, draft deliverables or other information provided by PwC. Upon Client's request, PwC will confirm oral advice in a final written deliverable on which Client may rely.

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

Confidentiality

"Confidential Information" means non-public information that Client marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to PwC prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by PwC without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by PwC from a non-party. PwC will protect the confidentiality of Confidential Information that it receives, except as required by applicable law, statute, rule, regulation or professional standard. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, PwC shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the Client with prior prompt written notice thereof and, if practicable under the circumstances, allow the Client to seek a restraining order or other appropriate relief.

Our Responsibilities

We will perform the Services in accordance with the Statements on Standards for Tax Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.



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Your Responsibilities

You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables, and it is your responsibility to establish and maintain your internal controls. You will designate a competent member of your management to oversee the Services.

We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.

Our Services will include exclusively those tax services which are permitted under the SEC Final Rules to the Sarbanes-Oxley Act, and only to the extent such Services have received appropriate audit committee approval, or fall within the framework of pre-approved services as may be established by your audit committee. Permitted tax services include tax compliance, tax planning, and tax advice. Tax compliance generally involves preparation of original and amended tax returns, claims for refund and tax payment-planning services. Tax planning and tax advice encompass a diverse range of services, including assistance with tax audits and appeals, tax advice related to mergers and acquisitions, employee benefit plans and requests for rulings or technical advice from taxing authorities.

You confirm that the requirements for audit committee pre-approval under the Sarbanes-Oxley Act of 2002 have been complied with relating to this engagement.

Fees and Expenses

(a) Recurring Tax Services

Our fee is based primarily on the time required by our professionals to complete the engagement, along with several other factors. Amounts billed for Services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon such factors as complexity, urgency, inherent risks, intellectual property, data integrity, the experience and skill required of the personnel needed to perform and review the Services, and other factors.. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in our billings.

(b) Other Tax Services

Each Statement of Work shall set forth the fees for the Services covered by the Statement of Work.

We also will bill Client for our reasonable out-of-pocket expenses, any applicable sales, use, excise, or value added tax, and PwC's internal per ticket charges for booking travel.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this engagement letter. In the event we believe an additional fee is required as the result of the failure of Client to meet any of these requests or for any other reason, we will inform you promptly.



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Payment Schedule

(a) Recurring Tax Services

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 30 days of the invoice date.

(b) Other Tax Services

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 30 days of the invoice date.

Termination and Dispute Resolution

This engagement letter has a term of three years; provided, however, that any Services commenced hereunder prior to the end of such term shall continue to remain fully subject to the terms of this engagement letter, notwithstanding that such Services may not be completed until after the end of such term. Either party may terminate the Services by giving notice to that effect. In the event of any such termination, the total fees due from Client to PwC shall be based on the time spent by PwC professionals on the Services through the date of termination, billed at our normal hourly rates. Unless otherwise agreed by the parties, any Statement(s) of Work executed prior to the effective date of such termination or expiration of this engagement letter shall remain in full force and effect in accordance with its terms, including the terms and conditions of this engagement letter, which are incorporated therein by reference. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties.

Any unresolved dispute relating in any way to the Services or this engagement letter shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this engagement letter. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the Limitations on Liability provisions below or any other terms in this engagement letter. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and, in any event, no later than two years after the cause of action accrued.

This engagement letter and any dispute relating to the Services will be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.



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Limitations on Liability

Except to the extent finally determined to have resulted from our gross negligence or intentional misconduct, our aggregate liability for all claims, losses, liabilities or damages in connection with this engagement letter or the Services, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of annual fees paid to us for the particular Service giving rise to the liability under this engagement letter or, if applicable, the relevant Statement of Work. In addition, we will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, we shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by you.

Indemnification

You agree to indemnify and hold PwC and the Beneficiaries (defined below) harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or deliverables under this engagement letter, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or deliverables.

Other PricewaterhouseCoopers Firms and Subcontractors

PwC is the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries and affiliates, the Other PwC Firms and/or third party contractors and subcontractors, in each case within or outside of the United States (each, a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this engagement letter to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. The PwC Subcontractors and theirs and PwC's respective partners, principals, members and employees (collectively, the "Beneficiaries") shall have no liability or obligations arising out of this engagement letter. Client agrees to: (a) bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries; and (b) ensure or procure that the Subsidiaries do not assert any such claim or other legal proceeding against PwC or the Beneficiaries. If any of the Subsidiaries receive Services under this engagement letter, Client agrees to provide a copy of this engagement letter to such Subsidiaries, and Client will notify them that although the Beneficiaries may interact with them, the delivery of the Services is governed by the terms of this engagement letter (including the liability limitations herein), and Client's Subsidiaries should notify Client of any disputes or potential claims arising from the Services. PwC disclaims any contractual or other responsibility or duty of care to any other subsidiaries or affiliates. While PwC is entering into this engagement letter on its own behalf, this section also is intended for the benefit of the Beneficiaries.



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Consents to Disclose and Use Client Information

Notwithstanding anything to the contrary in this engagement letter, Client agrees that PwC may disclose Client's current and/or prior years' tax return information to PwC Subcontractors within or outside the United States for the purposes described above. Client authorizes PwC to participate in discussions with and to disclose your information, including your tax return information, to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this engagement letter, PwC and the Other PwC Firms may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. PwC and the Other PwC Firms will not use or disclose the Confidential Information in a way that would permit Client to be identified by third parties without Client's consent.

With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consents are valid until further notice by Client.

Regulatory Matters

Notwithstanding anything to the contrary in this engagement letter, you have no obligation of confidentiality with respect to any portion of any materials, advice or deliverables to the extent they concern the tax structure or tax treatment of any transaction. If Client makes a disclosure pursuant to this paragraph, Client will only disclose information directly related to the tax structure or tax treatment of the transaction and Client will (a) provide PwC with the name of the person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain an executed third party access letter from such person, as determined by PwC, other than Client's professional advisors. For purposes of this paragraph, professional advisors do not include any advisors that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities, or who may obtain a financial interest in Client in connection with any advice related to the Services.

Reportable Transaction Disclosures and Listing Requirements

Certain federal and state regulations require taxpayers to disclose their participation in certain reportable transactions to the taxing authorities. Client shall advise PwC if Client determines that any matter covered by this engagement letter is a reportable transaction that is required to be disclosed. Certain federal and state regulations also require PwC to submit information returns and maintain lists of certain client engagements if PwC is a material advisor to clients that have participated in a reportable transaction. Therefore, if PwC determines, after consultation with Client, that Client has participated in a transaction causing PwC to have a registration and/or list maintenance obligation, PwC will place Client's name and other required information on a list.



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PwC will contact Client if PwC is required to provide Client's name to the U.S. Internal Revenue Service or any state in connection with any matter under this engagement letter.

Certain laws and/or regulations, including those adopted because of the European Union Council Directive (EU) 2018/822 of May 25, 2018, amending Directive 2011/16/EU, require advisors or taxpayers to disclose certain transactions to a tax authority. These laws may require disclosure of certain transactions by PwC or by Other PwC Firms. The parties shall cooperate with each other to allow the filing of such disclosures. If PwC reasonably believes it is required to make such disclosure, PwC will make the disclosure, or where applicable, coordinate with Other PwC Firms, if disclosure is required by Other PwC Firms. Where PwC or Other PwC Firms are required to make such a disclosure, where practicable, PwC will share that disclosure with Client before it is filed.

PCAOB Rule 3522

By requesting that PwC perform Services, Client confirms that no other advisor providing advice or assistance with respect to the subject matter of this engagement letter has imposed any conditions of confidentiality, as defined by Public Company Accounting Oversight Board ("PCAOB") Rule 3522. In addition, Client agrees that if, after PwC begins performing Services under this engagement letter, any other advisor imposes conditions of confidentiality with respect thereto, Client will notify PwC promptly so that PwC can cease work in order to avoid any impairment to independence under PCAOB Rule 3522.

Other Matters

No party to this engagement letter may assign or transfer this engagement letter, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid. If any provision of this engagement letter is found to be unenforceable, the remainder of this engagement letter shall be enforced to the extent permitted by law.

This engagement letter, or where applicable, any Statement of Work, is not effective, and the parties understand and agree that PwC is not engaged pursuant to this engagement letter or the applicable Statement of Work, unless and until Client's audit committee (if required) and the responsible PwC audit partner have approved the Services described in this engagement letter or where applicable, the Statement of Work.

Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations in this engagement letter due to causes beyond its reasonable control. If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

You agree we may use your name in experience citations and recruiting materials. This engagement letter supersedes any prior understandings, proposals or agreements with respect to the Services, and any changes must be agreed to in writing.



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PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.

The provisions of the Data Protection Exhibit hereto shall apply to the extent that PwC processes Client Personal Information (as that term is defined in the Data Protection Exhibit) in connection with its performance of Services hereunder.

* * * * *

We are pleased to have the opportunity to provide services to you. If you have any questions about this engagement letter, please discuss them with me at the number below. If you have reviewed this engagement letter in its entirety and the Services and terms outlined in the engagement letter are acceptable to you, please sign and date the engagement letter as provided and return it to the undersigned as requested.

Very truly yours,

PricewaterhouseCoopers LLP

By: 9A7C2DE6D1F9403...

Maria Collman, Partner
(832) 452-8522

Attachments:

Data Protection Addendum

Exhibit A - Sample Statement of Work



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July 22, 2020

ACKNOWLEDGED AND AGREED:

Noble Corporation, plc, on behalf of itself and its Subsidiaries

Signature of Client official:

DocuSigned by:
Vida Montecillo
B533501FAA60428...

Name:

Vida Montecillo

Date:

7/23/2020



Noble Corporation, plc
July 22, 2020

DATA PROTECTION ADDENDUM

This Data Protection Addendum (this “**Addendum**”) is attached to and made a part of the engagement letter between PricewaterhouseCoopers LLP (“**PwC**”) and Noble Corporation plc (“**Client**” or “**Company**”) dated July 22, 2020, as amended, supplemented or otherwise modified by PwC and Client from time to time (the “**Agreement**”). Capitalized terms used in this Addendum but not defined herein will have the meanings assigned to such terms in the Agreement. The terms of this Addendum supersede any and all terms relating to data protection or personal information in the Agreement. If there is an inconsistency between any of the provisions of this Addendum and any other terms in the Agreement, the provisions of this Addendum shall prevail. This Addendum shall continue in force through the term of or until the termination of the Agreement and shall survive the completion or termination of this Agreement to the extent PwC remains in possession of Client Personal Information.

This Addendum sets forth the confidentiality and security requirements for Client Personal Information (as defined below).

1. “**Client Personal Information**” shall mean information provided by or on behalf of Client to PwC in connection with PwC’s performance of the Services pursuant to the Agreement that relates to an identified or identifiable individual. The Client Personal Information that may be provided to PwC in connection with the performance of Services is set forth on the attached Schedule A. Client shall not provide PwC with Client Personal Information except as agreed by the parties and set forth in Schedule A, and PwC may in accordance with the terms of this addendum use Client Personal Information that otherwise became available to PwC incidental to Client making available to PwC all of the Client’s financial records and relevant information and Client personnel only. For the avoidance of doubt, Client Personal Information shall not include any information that has been anonymized or pseudonymized such that the data no longer relates to an identified or identifiable individual.
2. PwC shall possess and process Client Personal Information in accordance with applicable data protection laws, rules and regulations (“**Applicable Data Protection Laws**”) and only in accordance with the Client’s instructions as established in this Addendum and/or the Agreement. Where Client is established in the European Economic Area (“EEA”), Switzerland, or UK (in the event European Union ceases to include UK), or where the Client Personal Information relates to individuals in the EEA, Switzerland, or UK (in the event European Union ceases to include UK), then the additional provisions set out in Schedule C to this Addendum shall apply to the processing of such Client Personal Information.
3. For purposes of this Addendum, the term “**process**” shall mean any operation or set of operations which is performed upon Client Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
4. Unless agreed by the parties and set forth in Schedule A, Client shall not intentionally provide PwC with access to Client Personal Information relating to EEA, Swiss, or UK (in the event European Union ceases to include UK), data subjects (“**Client EEA Personal Information**”). PwC represents and warrants that it has self-certified under the EU - U.S. Privacy Shield and U.S. - Swiss Privacy Shield (collectively, the “**Principles**”) to ensure that



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adequate safeguards are in place to facilitate the transfer of any Client EEA Personal Information from Client to PwC. Accordingly, at all times during the term of the Agreement, PwC agrees to (i) provide at least the same level of protection for Client EEA Personal Information as is required by the Principles; (ii) comply with this Addendum for as long as PwC has access to and/or possesses Client EEA Personal Information; and (iii) where PwC permits Other PwC Firms to access Client EEA Personal Information, including any PwC Subcontractor, require Other PwC Firms or such PwC Subcontractor to provide at least the same level of protection as is required by this Addendum (including Schedule C) and the Principles by contractually obligating PwC Subcontractors with substantively similar security terms applicable under to PwC under this agreement.

5. Client shall provide PwC with prior notice if it intends to provide PwC with access to **“Protected Health Information”** as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), (Protected Health Information is also referred to herein as **“PHI”**). If PwC agrees to process such PHI, then Client shall not provide PHI and PwC shall not commence such processing unless and until PwC has been designated as a business associate pursuant to a Business Associate Agreement as defined in HIPAA, in a form mutually acceptable to both parties and containing the elements specified at 45 CFR 164.504(e), has been executed and is effective between the parties as an addendum to this Agreement.
6. Client represents and warrants that Client has the right, authority and all requisite consents and approvals (including, but not limited to, from the data subjects of the Client Personal Information and any applicable regulatory authorities) to provide the Client Personal Information to PwC and the Recipients (as defined below) and that PwC may rely on such right, authority, requisite consents and approvals in accessing and processing the Client Personal Information in connection with the performance of the Services.
7. Except as permitted in the Agreement or required by applicable law, PwC will not collect, access, use, disclose, process or retain Client Personal Information for any purpose other than as necessary to perform the Services.
8. Except as otherwise permitted under the Agreement, PwC shall limit access to Client Personal Information to the PwC Subcontractors and the partners, principals, members, and employees of PwC and the PwC Subcontractors (collectively, the “Recipients”) who require such access in order to perform the Services or to comply with applicable law. Without limiting the foregoing and for the avoidance of doubt, PwC also may share Client information, including without limitation Client Personal Information, for PwC internal, administrative, regulatory compliance or back-office support purposes, including PwC’s use of cloud-based hosted technology solutions. PwC shall be solely responsible for all Client Personal Information provided to Recipients. Client authorizes PwC to transfer Client Personal Information to such authorized Recipients.
9. PwC shall require Recipients who are provided access to, or otherwise come into contact with, Client Personal Information to protect all such Client Personal Information according to terms substantively similar to the terms of this Addendum. PwC shall require that its relevant employees and agents designated as Recipients maintain the confidentiality of the Client Personal Information and receive adequate training and/or instruction on the care and handling of personal information and Client Personal Information.



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10. PwC will implement the security controls set forth in Schedule B hereto, which are designed to comply with Applicable Data Protection Laws and protect against the unauthorized or unlawful possession of, processing of, accidental loss, destruction, or damage of information such as Client Personal Information. Client acknowledges that PwC may change the security controls through the adoption of new or enhanced security technologies and/or in accordance with changes to Applicable Data Protection Laws, and authorizes PwC to make such changes provided that they do not diminish the level of protection of Client Personal Information in PwC's possession, custody, or control, and continue to meet Applicable Data Protection Laws.
11. Client represents that it shall comply with Applicable Data Protection Laws regarding Client Personal Information and that any instructions as established in this Addendum and/or the Agreement that Client provides PwC related to the handling and processing of Client Personal Information in connection with the Services will not, to the extent that such instructions are performed place PwC in breach of any Applicable Data Protection Laws and PwC represents that it will not knowingly perform any such instructions that would breach any Applicable Data Protection Laws, and PwC will independently ensure its own compliance with Applicable Data Protection Laws (to the extent the relevant law applies to PwC when it processes Client Personal Information in connection with the Agreement) independent of any instructions as established in this Addendum and/or the Agreement that Client provides PwC.
12. PwC shall promptly notify Client without unreasonable delay upon the discovery, notification, or highly reasonably suspected awareness of any accidental or unlawful destruction, loss, alteration, destruction, unauthorized disclosure of or access to Client Personal Information in its possession that is or may be in breach of this Addendum (a "**Security Incident**"). PwC shall take reasonable steps to determine the scope, to mitigate the effects and to minimize any damage resulting from such Security Incident, and restore the integrity, security, and confidentiality of Client Personal Information in its possession. At Client's reasonable request and subject to applicable law and PwC's confidentiality obligations, PwC agrees to provide Client with details of the scope and extent of the Security Incident, including details of the investigation conducted to determine such scope and extent of the Security Incident, and meet with Client to discuss the procedures that were followed during the investigation of any Security Incident, the chain of custody information if applicable, the forensic analysis of event logs used to determine the root cause, any restoration of data that may be required and the remedial/corrective actions to be taken to prevent the Security Incident from occurring again.
13. Upon Client's written request, at termination or expiration of the Agreement, PwC shall, where feasible, promptly and securely destroy and confirm such secure destruction of all Client Personal Information in its possession or control (including, without limitation, all electronic copies such as on cloud-based hosted technology, hard drives, backup tapes, portable devices, optical, magnetic, or other storage media, as well as all hard copies) or, if requested by Client, return such Client Personal Information. Notwithstanding the foregoing, PwC shall be permitted to retain copies of Client Personal Information consistent with and limited to the period prescribed by its document retention policies or as required by applicable law, regulation, or professional standards.



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Schedule A – Data Protection Exhibit

Client Personal Information

Data subjects:

The Client Personal Information provided to PwC in connection with its performance of the Services concern the following categories of data subjects (e.g., current and/or former employees of Client):

- Employees of Client.
- Former employees of Client.
- Any third-party individual, whether a natural or legal person, supplying requested and authorized services, directly or via a contractor relationship, to a Noble entity based in any country to which the GDPR applies.

Categories of data:

The Client Personal Information provided to PwC in connection with its performance of the Services concern the following categories of data (e.g., Social Security Numbers, dates of birth, or home addresses):

- Personal financial information (financial accounts of parties, such as bank accounts, investment accounts, payroll records, credit check/score etc.).
- Government issued ID numbers (SSN, Passport, driver's license, national health ID, tax ID).
- Alternate Identifier (non-sensitive identifiers used to identify parties e.g. employee ID number, customer number, GUID etc.).
- Resume (a bio that depicts a person's work experience and education background).



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Schedule B – Data Protection Exhibit

Information Security Controls

Internal Organization.

PwC maintains a dedicated Information Risk & Security group, led by its Chief Information Security Officer. The Information Risk & Security team includes specialists in threat and vulnerability management, incident response, application security and IT risk management.

Human Resources Security.

PwC personnel and personnel of Other PwC Firms receiving access to client confidential information undergo pre-employment background checks.

PwC partners, principals, and staff and partners, principals, and staff of Other PwC Firms are required to agree to maintain the confidentiality of client confidential information and to complete information security and privacy awareness training.

Access Control.

PwC follows a formal process to grant or revoke access to PwC resources. System access is based on the concepts of least-privilege and need-to-know-access, so that authorized access is commensurate with defined responsibilities.

PwC has established documented procedures for secure creation and deletion of user accounts, including processes to disable and/or delete accounts for terminated personnel.

PwC's security policy establishes password requirements that include password change, reuse and complexity. PwC enforces the use of a password protected screensaver which activates after 20 minutes of inactivity.

Physical and Environmental Security.

PwC and PwC Subcontractor data centers used by PwC are surrounded by perimeter fencing and require key card access through multiple gates to enter the facility. Access to the data centers is limited based on role, not position. Access is strictly limited to authorized security personnel and the facilities team.

Security systems and supporting controls are implemented in all PwC offices to provide access control, video monitoring and auditing services.

Operations Management.

PwC's IT organization has established and maintains a standard operating procedures governance process, including a repository of procedures, formal review and approval processes, and revision management, as well as a change control process, which includes risk assessment, test and back out procedures, communication planning, management review, and approval components.

PwC maintains separate development and production environments. Lab environments are required to be separated from production environments by firewalls. PwC has established



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procedures requiring the use of the change management process to transfer changes from development to production.

PwC uses enterprise class security solutions to provide a secure computing environment. These solutions are centrally managed and configured to retrieve updates automatically. PwC laptops run a security suite which includes virus protection anti-spyware, firewalls, host intrusion detection, application whitelisting, endpoint rights management, privileged user management, whole disk encryption and device access control that prevents writing to any device other than PwC encrypted devices. PwC server systems run server class versions of the antivirus and application whitelisting solutions used for laptops.

PwC laptops use software that provides automated, mandatory encrypted backup. PwC server systems have their data securely replicated to a recovery facility. When written to tape media the data is encrypted and stored off-site using a top tier third party service.

PwC systems are configured to use a network time server designed to ensure log synchronization for event correlation. PwC maintains system audit logs for servers and network devices that log the occurrence of system faults and security events and facilitate examination of abnormal activities. Security logs are collected to a central security information and event management (SIEM) system to prevent modification or removal of administration and user activities.

PwC has established processes and procedures for performing periodic vulnerability scans of its IT systems, which specify the use of multiple vulnerability scanning software packages, the creation of vulnerability assessment reports, and the presentation of vulnerability scanning results to the IT operations organization and IT leadership. Vulnerability scanning of networked devices is performed on a monthly basis.

PwC has patch management processes and tools to assess and deploy operating system and application-specific patches and updates. PwC continually reviews patches and updates as they are released to determine their criticality. Patches released on a regularly scheduled basis are applied following the release; off-cycle or other patches determined to be critical are applied as needed to ensure protection from vulnerabilities.

Communications Security.

Only IT-approved and managed wireless networks are permitted on the PwC network, and technologies are in place to identify and disable ports with rogue wireless networks attached. Wireless access security controls are centrally managed and use WPA2 Enterprise for encryption and authentication.

All internet ingress points feature firewall segregation. Intrusion detection system appliances are located at strategic points in the network. The intrusion detection system feeds a central SIEM system that is monitored by a Managed Security Service Provider (MSSP) and the PwC security team. Firewall logging is enabled to track communications (failed and successful access attempts) between the Internet and the internal PwC network. Console access to the firewalls is limited to administrative personnel using the Secure Shell protocol.

PwC requires encryption in transit of Client Personal Information transmitted over public or wireless networks. PwC uses virtual private network (VPN) software and two-factor authentication to enable secure, Internet-based remote access to the PwC internal network by PwC personnel and contractor endpoints.



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Supplier Relationships.

PwC has implemented security controls designed to ensure that external or third parties who provide IT and other back office services to PwC do so in a manner consistent with PwC's standards for the security of information systems. PwC's comprehensive third-party risk management (TPRM) program is designed to ensure that external or third parties PwC Subcontractors meet PwC standards through risk categorization, due diligence, contractual requirements, and ongoing monitoring and assessments.

Access to PwC systems is controlled using a least privilege principle (e.g., providers are only permitted a level of access to systems consistent with the business need for access). Access is controlled at the physical, network, platform and application levels.

Business Continuity.

PwC maintains a Business Continuity Program that evaluates and manages potential threats and responds to actual events to minimize disruption to PwC's services and operations, and is designed so that, should a disaster occur, PwC can continue to deliver on client obligations.

PwC's Business Continuity Management (BCM) Program Office has implemented policies and a management system of activities to support the program, which includes business impact analysis, risk assessments, plan development, testing and exercising, training and awareness, and maintenance. This program is certified with ISO 22301:2012.

Assessment.

During the term of the Agreement, Client may request to assess PwC's compliance with the terms of this Addendum, which assessment shall be limited to: (i) PwC's completion of a Client-provided written security self-assessment questionnaire related to the Services performed by PwC under the Agreement, provided that completing such questionnaire does not violate applicable law or PwC's confidentiality obligations; (ii) the parties meeting to discuss the results of the assessment and PwC's information security program; and (iii) PwC's reasonable treatment of any noted deficiencies based upon risk severity.



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Schedule C – Data Protection Exhibit

European Specific Provisions

The following terms apply to the processing of Client Personal Information where the Client is established in the EEA, Switzerland, or UK (in the event European Union ceases to include UK), or where the Client Personal Information relates to individuals in the EEA, Switzerland, or UK (in the event European Union ceases to include UK). In this context, PwC will act as a processor and the Client as controller (as such terms are defined in Applicable Data Protection Laws). The categories of data subjects and types of Client Personal Information are set out in Schedule A. Client Personal Information is processed for the purpose of providing the Services and any other purposes identified in Schedule A or the Agreement. PwC shall process the Client Personal Information for the duration of the Agreement (or longer to the extent permitted by applicable law).

1. To the extent that PwC is required by law to process the Client Personal Information outside of the documented instructions given by the Client, it shall inform the Client of that legal requirement before processing unless that law prohibits such disclosure.
2. At Client's request and cost, PwC shall, taking into account the nature of the processing and the information available assist the Client:
 - a. by implementing appropriate technical and organizational measures, insofar as this is possible to assist with the Client's obligation to respond to requests from data subjects of Client Personal Information seeking to exercise their rights under Applicable Data Protection Laws (to the extent that the Client Personal Information is not accessible to the Client through the Services); and
 - b. with the Client's obligations under Articles 32-36 of the General Data Protection Regulation ("GDPR").



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EXHIBIT A

SAMPLE FORM OF STATEMENT OF WORK

This Statement of Work ("SOW") dated [SOW Date] is governed by and subject to the provisions of the engagement letter dated July 22, 2020 (the "Engagement Letter"), the terms of which are incorporated herein, between Noble Corporation, plc ("you" or "Client" or "Noble") and PricewaterhouseCoopers LLP ("we" or "us" or "PwC"). The term "Client" in the Engagement Letter shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Engagement Letter. If there is a conflict between the Engagement Letter and the SOW, this SOW shall prevail. This SOW is not effective, and the parties understand and agree that PwC is not engaged pursuant to this SOW, unless and until Client's audit committee (if required) and the responsible PwC audit partner have approved the Services described in this SOW.

I. PURPOSE AND SCOPE

This SOW covers [describe project generally]. This SOW sets forth the objectives, deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

2.2 Additional provisions applicable to the Services:

2.3 Deliverables:

2.4 Client's Responsibilities:

Client confirms that the requirements for audit committee pre-approval under the Sarbanes-Oxley Act of 2002 have been complied with relating to this engagement.

2.5 Timing:

The timing of the Services is as follows:

Project Start Date:

Estimated Project Completion Date:

III. RESOURCES ASSIGNED

The PwC personnel assigned to provide Services and deliverables under this SOW are as follows:

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

4.2 Payment Terms:



Noble Corporation, plc
July 22, 2020

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopersLLP

**Noble Corporation, plc, on behalf of
itself and its Subsidiaries**

By:

Name/Title:

Date:

By:

Name/Title:

Date:

EXHIBIT C

Supplement



STATEMENT OF WORK

This Statement of Work ("SOW") dated July 22, 2020 is governed by and subject to the provisions of the engagement letter dated July 22, 2020 (the "Engagement Letter"), the terms of which are incorporated herein, between Noble Corporation, plc ("you" or "Client") and PricewaterhouseCoopers LLP ("we" or "us" or "PwC"). The term "Client" in the Engagement Letter shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Engagement Letter. If there is a conflict between the Engagement Letter and the SOW, this SOW shall prevail. This SOW is not effective, and the parties understand and agree that PwC is not engaged pursuant to this SOW, unless and until Client's audit committee (if required) and the responsible PwC audit partner have approved the Services described in this SOW.

I. PURPOSE AND SCOPE

This SOW covers:

You are engaging PwC to provide the services described below related to the Client's proposed debt restructuring.

This SOW sets forth the objectives, deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

Client is requesting assistance from PwC related to the upcoming debt restructuring, specifically in analyzing potential tax considerations and cash-tax implications with respect to debt restructuring scenarios, as requested by you and subject to your consideration, review, and approval. In this role, PwC will be analyzing debt restructuring scenarios developed by Client and its legal advisors. The engagement is expected to occur in 2 phases.

Phase 1

Phase 1 is expected to occur prior to, and during, the debt restructuring process, inclusive of any period under bankruptcy protection.

1. Analyze certain potential U.S. federal, state, local and (where applicable) non-U.S. tax considerations, applicable to Noble pursuant to the proposed restructuring scenarios, including:
 - Estimate of potential taxable gain/step-up resulting, as relevant;
 - Consider certain transfer taxes in non-U.S. jurisdictions that may result under the proposed restructuring scenarios;



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- Analyze U.S. federal income tax treatment and consequences of any cancellation of indebtedness income ("CODI"), taxability of CODI, tax attribute reduction analysis, and other applicable tax consequences (e.g., acceleration of any excess loss account "ELA" balances);
 - Analyze whether any proposed plan, reorganization, or disregarded asset sale(s) may result in a change in tax basis to shares or assets.
2. As part of our analysis, we will be required to understand Client's "outside" tax basis in shares and "inside" tax basis of assets. If the existing tax basis in shares and/or assets calculations are not available, we will prepare such calculations for your review and approval, which are strictly to be used for purposes of this analysis only.
 3. Consider the implications to Client's tax attributes under the proposed restructuring scenarios (e.g., Sec. 382 limitation);
 4. As requested, PwC will comment on and/or analyze the income tax ramifications of the proposed restructuring scenario(s) that Client is evaluating, using assumptions provided by Client;
 5. Participate in conference calls with Client and its other advisors, in order to assist and advise management; and
 6. Read and provide comments strictly from a tax perspective on legal agreements prepared by Client or Client's legal counsel related to the proposed restructuring.

Note that the specific tax issues and jurisdictions to be addressed as part of these services will be mutually agreed to with Client during the engagement. PwC's assistance will be limited to the tax impacts of the restructuring alternatives. Specifically, PwC will not provide recommendations concerning the selection of any restructuring alternatives under consideration by a bankruptcy court.

Deliverables during this phase will be PwC's comments, notes, and/or draft tax calculations illustrating the tax impacts of the proposed restructuring scenarios. PwC will not prepare any documents or calculations related to a bankruptcy petition.

Phase 2

Phase 2 is expected to occur following the debt restructuring process and emergence from bankruptcy.

1. Memorialize our findings, as applicable and relevant (e.g., in memoranda and/or opinions)
2. Perform refined analyses and quantification of tax impacts based on the restructuring plan selected by Client, utilizing assumptions provided by Client;



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3. Prepare or review a transaction cost analysis for transaction fees related to the restructuring plan to determine which costs are deductible for income tax purposes; and
4. Update an ownership change analysis under Section 382/383 and the related limitation calculations, including net unrealized built-in gain or loss analysis, as requested.

Services in Phase 2 will be mutually agreed upon between Client and PwC after the completion of Phase 1.

Client agrees that any tax basis calculations prepared by PwC for the debt restructuring analysis will not be used to determine the carrying value of the asset or liability for financial reporting purposes.

The services and Deliverables to be provided above are for Client's consideration, review and approval. Note, from time to time, Client may request PwC to provide tax services related to the debt restructuring that are outside the scope of these Services. Subject to our acceptance, PwC will provide additional services necessary to respond to matters presented to PwC by Client. PwC will provide answers to questions or income tax compliance reporting matters, including research, discussions, preparation of memoranda, and attendance at meetings related to such matters relating to the debt restructuring, as mutually determined to be necessary. PwC will not provide recommendations concerning the selection of any debt restructuring alternatives under consideration by a bankruptcy court.

PwC may also perform other tax compliance and consulting services as agreed to with Client.

2.2 Additional provisions applicable to the Services:

We will perform the Services in accordance with the Statements on Standards for Tax Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.

2.3 Deliverables:

The list of Deliverables that PwC may provide to Client for your review, consideration, and approval with respect to the debt restructuring includes, but is not limited to, the following:

- For Phase 1, our Deliverables will be PwC's comments, notes, and/or draft tax calculations illustrating the tax impacts of the proposed restructuring scenarios. We will provide calculations for Client management's use related to the tax consequences of the debt restructuring options being considered.
- For Phase 2, our Deliverables will be U.S federal income tax memoranda, or non-U.S. income tax memoranda, regarding the debt restructuring, as requested and agreed upon.
- For any other Deliverables under this SOW, we will mutually agree upon the nature of the deliverable and information required (*e.g.*, stock basis calculations, inside tax basis calculations, section 382 study, earnings and profits studies).

PwC will not prepare any documents or calculations related to a bankruptcy petition.



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Upon full payment, Client will own all Deliverables prepared for and delivered to it in connection with the Services and have a nonexclusive, non-transferable license to use the embedded PwC Materials (defined below) as part of such Deliverables. PwC will own its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, methodologies, tools, techniques or other intellectual property (including a non-Client specific version of any Deliverables) which PwC may have discovered or created as a result of the Services (collective, "PwC Materials"). Preliminary advice and draft Deliverables are works in progress and Client should not rely on these until PwC confirms its advice or provides Client with a final Deliverable.

Other than Deliverables, if requested, PwC may provide to Client spreadsheets, electronic materials, software, databases and other tools prepared by PwC to assist it with the engagement. If PwC makes these available to Client, they are provided "as is." PwC will not be responsible for results obtained by anyone other than PwC from the use of those items.

2.4 Client's Responsibilities:

You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables, and it is your responsibility to establish and maintain your internal controls. You will designate a competent member of your management to oversee the Services.

We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.

Given strict rules that apply to professional advisors upon the filing of a bankruptcy petition, you will provide us with not less than 48 hours written notice of your intent to file the bankruptcy petition.

Client confirms that the requirements for audit committee pre-approval under the Sarbanes-Oxley Act of 2002 have been complied with relating to this engagement.

2.5 Timing:

Project is expected to start as soon as possible, but no earlier than when audit committee pre-approval is received.

III. RESOURCES ASSIGNED

The PwC personnel assigned to provide Services and deliverables under this SOW are as follows:

James Prettyman – Tax Partner
Karl Sorensen – Tax Senior Manager
Maria Collman – Tax Partner
Amber Miller – Tax Senior Manager
Other PwC resources as necessary



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July 22, 2020

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

Our professional fee is based primarily on the time required by our professionals to complete the engagement, along with several other factors. Amounts billed for Services performed by PwC or the PwC Subcontractors shall be considered fees and not expenses and will be billed at rates determined by PwC based upon such factors as complexity, urgency, inherent risks, intellectual property, data integrity, the experience and skill required of the personnel needed to perform and review the Services, and other factors. The following rates will be used for the time incurred in relation to this SOW:

PwC Rate Card

Level	Federal Tax	M&A Tax & ITS	National Tax Service
Partner	765	995	1148
Director	655	765	936
Senior Manager	615	747	N/A
Manager	540	713	N/A
Senior Associate	430	494	N/A
Associate	340	408	N/A

We also will bill Client for our reasonable out-of-pocket expenses, any applicable sales, use, excise, or value added tax, and PwC's internal per ticket charges for booking travel.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this SOW. In the event we believe an additional fee is required as the result of the failure of Client to meet any of these requests or for any other reason, we will inform you promptly.

In the event of a termination, the total fees due from Client to PwC shall be based on the time spent by PwC professionals on the Services through the date of termination, billed at our normal hourly rates.

4.2 Payment Terms:

A \$75,000 retainer is requested upon execution of this engagement letter to begin the Services. Actual fees and expenses will be applied against the retainer. PwC will invoice Client weekly in arrears and Client shall pay each invoice upon presentation of the invoice, to return the retainer to \$75,000.

* * * * *



Noble Corporation, plc
July 22, 2020

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopersLLP

By:

DocuSigned by:
Maria Collman
9A7C2DE6D1F9403...

Maria Collman, Partner
(832) 452-8522

Date:

7/22/2020

Noble Corporation, plc, on behalf of itself and its Subsidiaries

By:

DocuSigned by:
Vida Montecillo
B533501FAA60428...

Name:

[Name of client official]

Date:

7/23/2020