ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance[1] ("Assurance") is entered into by the Attorneys General of Alaska, Arizona[2], Arkansas, Colorado, Connecticut[3], Delaware, Florida, Georgia, Hawaii[4], Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland[5], Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah[6], Vermont[7], Virginia, and Washington, as well as the District of Columbia (referred to collectively as the "Attorneys General") and The Neiman Marcus Group, LLC ("NEIMAN MARCUS";

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[1] This Assurance of Voluntary Compliance shall, for all necessary purposes, also be considered an Assurance of Discontinuance unless otherwise indicated herein or, in Delaware, a cease and desist order by agreement pursuant to 29 *Del. C.* § 2525(a). The term "Assurance" as used herein may refer to the Assurance of Voluntary Compliance or an Assurance of Discontinuance, as applicable. No state-specific language or provision included in a footnote or appendix herein shall affect the interpretation, construction, or enforcement of the Assurance with respect to any signatory State not referenced in such footnote or appendix.

[2] The State of Arizona, *ex rel.* Mark Brnovich, Attorney General, and NEIMAN MARCUS have agreed to entry into the settlement, of which the Assurance is a part, pursuant to Arizona Revised Statutes ("A.R.S.") § 44-1530 of the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to 44-1534. NEIMAN MARCUS has consented and stipulated to the terms of this Assurance, and has agreed to enter into it, to compromise and settle claims in connection with the multi-state investigation by the State Attorneys General listed in this paragraph.

[3] For ease of reference, this entire group will be referred to collectively herein as the "Attorneys General" or individually as "Attorney General." Such designations, however, as they pertain to Connecticut, shall refer to the Attorney General, both acting on his own behalf and as authorized by the Commissioner of the Department of Consumer Protection. "Connecticut Attorney General" shall mean only the Attorney General.

[4] Hawaii is represented by its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. For ease of reference, the entire group will be referred to as the "Attorneys General," or individually as "Attorney General" and the designations, as they pertain to Hawaii, refer to the Executive Director of the State of Hawaii Office of Consumer Protection.

[5] For ease of reference, this entire group will be referred to collectively herein as the "Attorneys General" or individually as "Attorney General." Such designations, however, as they pertain to Maryland, shall refer to the Consumer Protection Division of the Office of the Maryland Attorney General.

[6] The Utah Attorney General's Office represents the Utah Division of Consumer Protection (Division), the state agency charged with enforcement of the Consumer Sales Practices Act, in this action. As to "Utah" the definition of Attorneys General means the Utah Attorney General as counsel to the Division.

[7] For Vermont, in lieu of instituting an action or proceeding against NEIMAN MARCUS, the Office of the Attorney General, pursuant to 9 V.S.A. § 2459, accepts this Assurance of Discontinuance. By signing below, NEIMAN MARCUS voluntarily agrees with and submits to the terms of this Assurance of Discontinuance.

collectively, with the Attorneys General, the "Parties") to resolve the investigation by the Attorneys General into the security incident announced by NEIMAN MARCUS on or about January 10, 2014 (the "Intrusion").

In consideration of their mutual agreement to the terms of this Assurance, and such other consideration as described herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. INTRODUCTION

This Assurance constitutes a good faith settlement and release between NEIMAN MARCUS and the Attorneys General of claims related to the Intrusion, publicly announced by NEIMAN MARCUS on January 10, 2014, in which a person or persons gained unauthorized access to portions of NEIMAN MARCUS's computer systems that process payment card transactions at NEIMAN MARCUS's retail stores.

II. DEFINITIONS

1. For the purposes of this Assurance, the following definitions shall apply:

   A. "Cardholder Data Environment" shall mean NEIMAN MARCUS's technologies that store, process, or transmit payment card authentication data, consistent with the Payment Card Industry Data Security Standard ("PCI DSS").

   B. "Compensating Controls" shall mean alternative mechanisms that are put in place to satisfy the requirement for a security measure that is determined by the Chief Information Security Officer or his or her designee to be impractical to implement at the present time due to legitimate technical or business constraints. Compensating Controls must be suitable to protect the system and consistent with current industry accepted security protocols. The determination to implement Compensating Controls must be accompanied by written documentation demonstrating that a risk analysis was performed indicating the gap between the original security measure and the proposed alternative measure, that the Compensating Control was determined to be acceptable in light of such risk, and that the Chief Information Security Officer agrees with both the risk analysis and the determination that the Compensating Control is acceptable in light of such risk.

C. "Consumer" shall mean any individual who initiates a purchase of or purchases goods from a NEIMAN MARCUS retail location, any individual who returns merchandise to a NEIMAN MARCUS retail location; or any individual who otherwise provides Personal Information to NEIMAN MARCUS in connection with any other retail transaction at a NEIMAN MARCUS retail location.

D. "Consumer Protection Acts" shall mean the State citations listed in Appendix A[8].

E. "Effective Date" shall be February 8, 2019.

[8] Appendix A: State Consumer Protection Acts.

F. "Personal Information" shall mean the data elements in the definition of personal information set forth in the Security Breach Notification Act and/ or Personal Information Protection Act.[9]

G. "Personal Information Protection Acts" shall mean the State citations listed in Appendix B.

H. "Security Breach Notification Acts" shall mean the State citations listed in Appendix B.

I. "NEIMAN MARCUS" shall mean The Neiman Marcus Group, LLC, its affiliates, subsidiaries and divisions, successors and assigns doing business in the United States.

J. "Security Event" shall mean any compromise to the confidentiality, integrity, or availability of a NEIMAN MARCUS information asset that includes Personal Information.

III. APPLICATION

2. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to NEIMAN MARCUS, its affiliates, subsidiaries, successors and assigns, and its officers and employees.

IV. ASSURANCES

3. NEIMAN MARCUS shall comply with the PCI DSS with respect to its Cardholder Data Environment and any NEIMAN MARCUS system component the compromise

[9] See Appendix B: State Security Breach Notification Acts and/or Personal Information Protection Acts.

of which NEIMAN MARCUS reasonably believes would impact the security of the Cardholder Data Environment.

4. NEIMAN MARCUS shall maintain an appropriate system to collect and monitor network activity, such as through the use of a security information and event management tool, as well as appropriate policies and procedures to ensure that such a tool is properly configured to report anomalous activity. NEIMAN MARCUS shall ensure that logs are regularly reviewed and monitored in near real-time.

5. NEIMAN MARCUS shall at all times maintain a current non-disclosure agreement with a minimum of two (2) separate, qualified Payment Card Industry forensic investigators ("PFIs") capable of performing an investigation to determine whether a Security Event has occurred, at least one of which has not performed work in connection with NEIMAN MARCUS's PCI DSS Report on Compliance for the year during or preceding the potential Security Event.

6. NEIMAN MARCUS shall maintain and keep up-to-date all software associated with its maintenance and safeguarding of Personal Information within the Cardholder Data Environment, or within any network directly connected or accessible to the Cardholder Data Environment (collectively, the "Environment"), or maintain appropriate Compensating Controls to safeguard the confidentiality and integrity of such Personal Information. If any such software is reaching the end of its life or an end of support date, NEIMAN MARCUS must generate a written plan for either the replacement of such software or continued support and updating of such software.

7. NEIMAN MARCUS shall implement where appropriate steps designed to reasonably manage the review of industry-accepted payment card security technologies relevant to NEIMAN MARCUS's business, such as chip and PIN technology. Where appropriate and reasonable, NEIMAN MARCUS shall adopt any such improvements.

8. NEIMAN MARCUS shall devalue payment card information, including, but not limited to, encryption and/or tokenization, to obfuscate payment card information throughout the course of retail transactions at NEIMAN MARCUS retail locations.

V. SETTLEMENT COMPLIANCE ASSESSMENT

9. NEIMAN MARCUS shall obtain an information security assessment and report from a third-party professional ("Third-Party Assessor") to assess NEIMAN MARCUS's handling of Personal Information and compliance with its information security program within the Environment, using procedures and standards generally accepted in the profession ("Third-Party Assessment"), within the earlier of two (2) years after the Effective Date of this Assurance, or one hundred and eighty (180) days after NEIMAN MARCUS completes the migration of its data center that is currently underway. The Third-Party Assessor's report on the Third-Party Assessment ("Third-Party Assessor's Report" or "Report") shall:

A. Set forth the specific administrative, technical, and physical safeguards maintained by NEIMAN MARCUS;

B. Explain the extent to which such safeguards that have been implemented meet the requirements of NEIMAN MARCUS's information security program, taking into account NEIMAN MARCUS's size and complexity, the nature and scope of NEIMAN MARCUS's activities, and the sensitivity of the Personal Information maintained by NEIMAN MARCUS; and

C. Identify NEIMAN MARCUS's Qualified Security Assessor for purposes of PCI DSS compliance.

10. NEIMAN MARCUS's Third-Party Assessor shall: (a) be a Certified Information Systems Security Professional ("CISSP"), or a Certified Information Systems Auditor ("CISA"), or a similarly qualified person or organization; and (b) have at least five (5) years of experience evaluating the effectiveness of computer systems or information system security.

VI. SUBMISSION TO ATTORNEYS GENERAL

11. NEIMAN MARCUS shall provide a copy of the Third-Party Assessor's Report to the Connecticut Attorney General within one hundred and eighty (180) days of the completion of the Report. At that time, NEIMAN MARCUS may also submit a separate report (the "Response Report") to the Connecticut Attorney General that describes any corrective actions that NEIMAN MARCUS may have taken or may plan to take as a result of the Third-Party Assessment. Should the Connecticut Attorney General have concerns about the Third-Party Assessor's Report after taking into account the Response Report that it believes may require further action, it will discuss those concerns with NEIMAN MARCUS, which promptly will take all reasonable steps to perform additional corrective action.

a. Confidentiality: The Connecticut Attorney General's Office shall, to the extent permitted by the laws of the State of Connecticut, treat the Report and any Response Report received from NEIMAN MARCUS as exempt from disclosure under the relevant public records laws (*see, e.g.,* Conn. Gen. Stat.

§§ 1-210(b)(5)(A) and (B) and 1-210(b)(20)), in light of the fact that the Report and Response Report will likely contain sensitive cybersecurity and network information that may have the potential to compromise the security of NEIMAN MARCUS's computer networks.

b. Signatory State Access to Report: The Connecticut Attorney General's Office may provide a copy of the Report or Response Report to any other participating Attorneys General upon request, and each requesting Attorney General shall, to the extent permitted by the laws of the Attorney General's State, treat such Report or Response Report as exempt from disclosure under the relevant public records laws.

c. Should any Attorney General receive any request to produce the Report or Response Report under the relevant public records laws, and the Attorney General intends to produce the Report or Response Report, the Attorney General shall notify NEIMAN MARCUS of such request no later than ten (10) days before producing documents in response to such a request, to the extent permitted by state law, or with any required lesser advance notice. In this event, NEIMAN MARCUS shall bear any burden to prevent disclosure if it desires to do so.

VII. PAYMENT TO THE STATES

12. NEIMAN MARCUS shall pay One Million, Five Hundred Thousand Dollars ($1,500,000.00) to the Attorneys General. Said payment shall be divided and paid by NEIMAN MARCUS directly to each of the Attorneys General in an amount designated by the Attorneys

General and communicated to NEIMAN MARCUS by the Connecticut Attorney General and Illinois Attorney General, as the lead states of the multistate investigation. Each of the Attorneys General agrees that the Connecticut Attorney General and Illinois Attorney General have the authority to communicate the designated amount to be paid by NEIMAN MARCUS to each Attorney General and to provide NEIMAN MARCUS with instructions for the payments to be distributed under this Paragraph.[10] Payment shall be made no later than thirty (30) days after the Effective Date of this Assurance and receipt of such payment instructions by NEIMAN MARCUS from the Connecticut Attorney General and Illinois Attorney General, except that where state law requires judicial or other approval of the Assurance, payment shall be made no later than thirty (30) days after notice from the relevant Attorney General that such final approval for the Assurance has been secured.[11]

13. Said payment shall be used by the Attorneys General for such purposes that may include, but are not limited to, being placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray costs of the inquiry leading hereto, or for attorneys' fees and other costs of investigation, or for other uses permitted by state law, at the sole discretion of the Attorneys General.[12]

VIII. RELEASE

[10] Certain States have requested that their share of this payment be listed. These States may add an Appendix E indicating their state-specific amount.

[11] NEIMAN MARCUS and the Attorney General of North Carolina agree that NEIMAN MARCUS's payment to North Carolina shall be made within 30 days of the Effective Date.

[12] Certain States have requested that the legally permissible uses of their share of the payment be described. These states may add an Appendix E indicating such uses.

14. Following full payment of the amounts due under this Assurance, the Attorneys General shall hereby release and discharge NEIMAN MARCUS from all civil claims that the Attorneys General could have brought under the Consumer Protection Acts, the Personal Information Protection Acts, and the Security Breach Notification Acts based on NEIMAN MARCUS's conduct related to the Intrusion. Nothing contained in this paragraph shall be construed to limit the ability of the Attorneys General to enforce the obligations that NEIMAN MARCUS has under this Assurance. Further, nothing in this Assurance shall be construed to create, waive, limit, settle, release, or resolve any private right of action, including such private causes of action, claims or remedies that could be brought under the statutes listed in Appendix A and Appendix B.[13] [14]

IX. PRESERVATION OF AUTHORITY

15. Nothing in this Assurance shall be construed to limit the authority or ability of an Attorney General to protect the interests of his/her State or the people of his/her State. This Assurance shall not bar the Attorney General or any other governmental entity from enforcing laws, regulations, or rules against NEIMAN MARCUS for conduct subsequent to or otherwise not covered by this Assurance. Further, nothing in this Assurance shall be construed to limit the

[13] Consistent with this paragraph, NEIMAN MARCUS and the Attorney General of Minnesota agree that as to Minnesota, the Attorney General of Minnesota through this Assurance does not settle, release, or resolve any claim against NEIMAN MARCUS or any other person or entity involving any private causes of action, claims, and remedies including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. This footnote shall not affect the interpretation, construction, or enforcement of the Assurance with respect to any signatory State other than Minnesota.

[14] NEIMAN MARCUS and the Attorney General of Michigan agree that as to Michigan, nothing in this Assurance shall be construed to limit or release any criminal enforcement action, claims of any other Michigan local, state, or governmental agency having specific regulatory authority that is separate from the regulatory and enforcement jurisdiction of the Attorney General of Michigan, or claims arising from violation of state or federal antitrust law, state or federal securities law, or state or federal tax law. This footnote shall not affect the interpretation, construction, or enforcement of the Assurance with respect to any signatory State other than Michigan.

ability of the Attorney General to enforce the obligations that NEIMAN MARCUS has under this Assurance.

X. GENERAL PROVISIONS

16. The Parties understand and agree that this Assurance shall not be construed as an approval or a sanction by the Attorneys General of NEIMAN MARCUS's business practices, nor shall NEIMAN MARCUS represent that this Assurance constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the Attorneys General to take any action in response to any information submitted pursuant to this Assurance shall not be construed as an approval or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

17. Nothing in this Assurance shall be construed as relieving NEIMAN MARCUS of the obligation to comply with all applicable state and federal laws, regulations, and rules, nor shall any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

18. As to each individual signatory State, this Assurance shall be governed by the laws of that State without regard to any conflict of laws principles.

19. NEIMAN MARCUS shall deliver a copy of this Assurance to, or otherwise fully apprise, each of its current officers of the rank of executive vice president or above, the executive management officer having decision-making authority with respect to the subject matter of this Assurance, and each member of its Board of Directors within ninety (90) days of the Effective Date. NEIMAN MARCUS shall deliver a copy of this Assurance to, or otherwise fully apprise, any new officers of the rank of executive vice president or above, new executive management

officer having decision-making authority with respect to the subject matter of this Assurance, and each new member of its Board of Directors, within ninety (90) days from which such person assumes his/her position with NEIMAN MARCUS.

20. In states where statute requires that this Assurance be filed with and/or approved by a court, NEIMAN MARCUS consents to the filing of this Assurance and to its approval by a court, and authorizes the Attorneys General in such states to represent that NEIMAN MARCUS does not object to the request that the court approve the Assurance. NEIMAN MARCUS further consents to be subject to the jurisdiction of such courts (if legally required) for the exclusive purposes of having such courts approve or enforce this Assurance. To the extent that there are any court costs associated with the filing of this Assurance (if legally required), NEIMAN MARCUS agrees to pay such costs. State-specific provisions regarding the filing of the Assurance are set out in Appendix D.[15]

21. NEIMAN MARCUS shall not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any term of this Assurance. NEIMAN MARCUS shall not knowingly cause, permit, or encourage any other persons or entities acting on its behalf, to engage in practices prohibited by this Assurance.

[15] States that will be filing this Assurance with a court, and in some cases be seeking approval of the Assurance by a court, pursuant to statutory requirements, are Alaska, Arizona, Georgia, Idaho, Indiana, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, North Dakota, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, and Washington. NEIMAN MARCUS understands each state will conform the form of the Assurance in accordance with statute, rule or practice and may add a cover page or caption to the document.

22. This Assurance may be executed by any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart thereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

23. The undersigned NEIMAN MARCUS representatives state that they are authorized to enter into and execute this Assurance of Voluntary Compliance on behalf of NEIMAN MARCUS and, further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance.

24. NEIMAN MARCUS agrees that this Assurance does not entitle it to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation, or rule, and NEIMAN MARCUS further waives any right to attorneys' fees related to this Assurance that may arise under such statute, regulation, or rule.

25. This Assurance shall not be construed to waive any claims of sovereign immunity the States may have in any action or proceeding.

26. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed as an admission of any fact or legal conclusion related to the Intrusion, or of any wrongdoing or liability by NEIMAN MARCUS.

27. The obligations and other provisions of this Assurance set forth in paragraphs 3—5 and 8 shall expire at the conclusion of the six (6) year period after the Effective Date of this Assurance, unless they have expired at an earlier date pursuant to their specific terms.

XI. SEVERABILITY

28. If any clause, provision, or section of this Assurance shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance and this Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or provision had not been contained herein.

XII. NOTICE/DELIVERY OF DOCUMENTS

29. Whenever NEIMAN MARCUS shall provide notice to the Attorneys General under this Assurance, that requirement shall be satisfied by sending notice to the Designated Contacts on behalf of the Attorneys General listed in Appendix C. Any notices or other documents sent to NEIMAN MARCUS pursuant to this Assurance shall be sent to the following address:

The Neiman Marcus Group, LLC

ATTN: Tracy M. Preston, Senior Vice President and General Counsel

1618 Main Street

Dallas, TX 75201

All notices or other documents to be provided under this Assurance shall be sent by United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been deemed to be sent upon mailing. Any party may update its address by sending written notice to the other party.

Consented and agreed to by:

The Neiman Marcus Group, LLC

By: ____________________ Date: January 7, 2019

Tracy M. Preston
Senior Vice President and General Counsel
1618 Main St., Dallas, TX 75201

By: ____________________ Date: January 7, 2019

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NEIMAN MARCUS ASSURANCE OF VOLUNTARY COMPLIANCE

APPROVED:

PEOPLE OF THE STATE OF ILLINOIS

By: LISA MADIGAN
ATTORNEY GENERAL OF ILLINOIS

By: Matthew W. Van Hise **Date:** 1-8-19
Matthew W. Van Hise, CIPP/US
Assistant Attorney General
Chief, Privacy Unit
Consumer Fraud Bureau
Illinois Attorney General's Office

By: Elizabeth A. Blackston **Date:** 1-8-19
Elizabeth A. Blackston
Assistant Attorney General
Bureau Chief
Consumer Fraud Bureau, Southern Region
Illinois Attorney General's Office

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LISA MADIGAN
Illinois Attorney General

Matthew W. Van Hise
Elizabeth A. Blackston
Assistant Attorneys General
Consumer Fraud Bureau
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Springfield, Illinois 62706

APPENDICES

Appendix A

STATE	CONSUMER PROTECTION ACTS
Alaska	Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50. 470 *et seq.*
Arizona	Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 – 44-1534
Arkansas	Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101 *et seq.*
Colorado	Colorado Consumer Protection Act, C.R.S. § 6-1-101, *et seq.*
Connecticut	Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a, *et seq.*
District of Columbia	Consumer Protection Procedures Act, D.C. Code, §§ 28-3901, *et seq.*
Delaware	Consumer Fraud Act: DEL CODE ANN. tit 6, §§ 2511 *et seq.*; Uniform Deceptive Trade Practices Act: DEL CODE ANN. tit 6, §§ 2531 *et seq.*
Florida	Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes
Georgia	Fair Business Practices Act, O.C.G.A. §§ 10-1-390 through 408
Hawaii	Uniform Deceptive Trade Practice Act- Haw. Rev. Stat. Chpt. 481A and Haw. Rev. Stat. Sect. 480-2
Idaho	Idaho Consumer Protection Act, Idaho Code Section 48-601 *et seq.*
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*
Indiana	Deceptive Consumer Sales Act, Ind. Code 24-5-0.5-1 *et seq.*
Iowa	Iowa Consumer Fraud Act, Iowa Code § 714.16
Kansas	Kansas Consumer Protection Act K.S.A 50-623 *et seq.*
Kentucky	Kentucky Consumer Protection Act, KRS 367.110-.300
Louisiana	Unfair Trade Practices and Consumer Protection Law, LA RS 51:1401 *et seq.*
Maine	Maine Unfair Trade Practices Act, 5 M.R.S. §§ 205-A *et seq.*
Maryland	Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101, *et seq.* (2013 Repl. Vol and 2017 Supp.)

Appendix A

Massachusetts	Massachusetts Consumer Protection Act (Mass. Gen. Laws ch. 93A)
Michigan	Michigan Consumer Protection Act; MCL 445.901, *et seq*.
Minnesota	Minnesota Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43-.48; and Minnesota Prevention of Consumer Fraud Act, Minn Stat. § 325F.68-.69 and .70
Missouri	Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq*.
Montana	Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code Ann. § 30-14-101 *et seq*.
Nebraska	Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59-1601 *et seq*., and Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 *et seq*.
Nevada	Nevada Deceptive Trade Practices Act; Nev. Rev. Stat. §§ 598.0903 *et seq*.
New Hampshire	NH RSA 358-A: Regulation of Business Practices for Consumer Protection
New Jersey	N.J.S.A. 56:8-1 *et seq*.
New Mexico	New Mexico Unfair Practices Act, NMSA 1978, §§ 57-12-1 to -26 (1967, as amended through 2009)
New York	Executive Law 63(12), General Business Law 349 and 350
North Carolina	North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq*.
North Dakota	Unlawful Sales or Advertising Practices N.D.C.C. §§ 51-15-01 *et seq*.
Ohio	Ohio Consumer Sales Practices Act, R.C. 1345.01 *et seq*.
Oklahoma	Oklahoma Consumer Protection Act, 15 O.S. §§ 751 *et seq*.
Pennsylvania	Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 – 201-9.3
Rhode Island	Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, *et seq*.
South Carolina	South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10, *et seq*.
South Dakota	SDCL Chapter 37-24
Tennessee	Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 to -131

Appendix A

Texas	Texas Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Com. Code Ann.§§ 17.41-17.63 (DTPA)
Utah	Utah Consumer Sales Practices Act, Utah Code § 13-11-1 *et seq*.
Vermont	Vermont Consumer Protection Act, 9 V.S.A. §§ 2451, *et seq*.
Virginia	Virginia Consumer Protection Act, Virginia Code §§ 59.1-196 through 59.1-207
Washington	Consumer Protection Act, RCW §§ 19.86.010, *et seq*.

Appendix B

STATE	PERSONAL INFORMATION PROTECTION ACTS & SECURITY BREACH NOTIFICATION ACTS
Alaska	Alaska Personal Information Protection Act, AS 45.48
Arizona	N/A
Arkansas	Personal Information Protection Act, Ark. Code Ann. § 4-110-101 *et seq*.
Colorado	C.R.S. §§ 6-1-713, 6-1-713.5, 6-1-716
Connecticut	Safeguarding of Personal Information, Conn. Gen. Stat. § 42-471 and Breach of Security, Conn. Gen. Stat. § 36a-701b.
Delaware	Computer Security Breaches Act: DEL CODE ANN. tit 6, §§ 12B-100 *et seq*.
District of Columbia	District of Columbia Consumer Security Breach Notification Act: D.C. Code §§ 28-3851, *et seq*.
Florida	Florida Information Protection Act, Section 501.171, Florida Statutes
Georgia	Georgia Personal Identity Protection Act, O.C.G.A §§ 10-1-910 through 915
Hawaii	Security Breach of Personal Information Protection – Haw. Rev. Stat. Chpt. 487J
Iowa	Iowa Code Ch. 715C
Idaho	Idaho Identity Theft Laws, Idaho Code Sections 28-51-101 –28-51-107
Illinois	Illinois Personal Information Protection Act, 815 ILCS 530/1 *et seq*.
Indiana	Disclosure of Security Breach Act; Indiana Code section 24-4.9-3-3.5(c)
Kansas	Wayne Owen Act K.S.A. 50-6,139b
Kentucky	KRS 365.732
Louisiana	Database Security Breach Notification Law, LA RS 51:3071 *et seq*.
Maine	Maine Notice of Risk to Personal Data Act, 10 M.R.S.A. § 1346
Maryland	Maryland Personal Information Protection Act, Md. Code Ann., Com. Law § 14-3501, *et seq*. (2013 Repl. Vol and 2017 Supp.)
Massachusetts	Massachusetts Data Security Law and Regulations (Mass. Gen. Laws ch. 93H; 201 Code Mass. Regs. 17.00 *et seq*.).
Michigan	Identity Theft Protection Act; MCL 445.61, *et seq*.

Appendix B

Minnesota	Minnesota Data Breach Notification Statute, Minn. Stat. § 325E.61
Missouri	Mo. Rev. Stat. § 407.1500
Montana	Impediment of Identity Theft Act, Mont. Code Ann. § 30-14-1701 *et seq*.
Nebraska	Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 – Neb. Rev. Stat. § 87-801 *et seq*.
New Hampshire	NH RSA Chapter 359-C:19-21: Notice of Security Breach
New Mexico	New Mexico Data Breach Notification Act, NMSA 1978, §§ 57-12C-1 to -12 (2017)
New Jersey	N.J.S.A. 56:8-161 to -166
New York	General Business Law 899-aa
Nevada	Nevada Security of Personal Information Act; Nev. Rev. Stat. §§ 603A.010, *et seq*.
North Carolina	North Carolina Identity Theft Protection Act, N.C. Gen. Stat. §§ 75-60, *et seq*.
North Dakota	Notice of Security Breach for Personal Information N.D.C.C. § 51-30-01 *et seq*.
Ohio	Disclosure or notification of breach of security of computerized personal information system/Ohio R.C. 1349.19 *et seq*.
Oklahoma	Security Breach Notification Act, 24 O.S. §§ 161 *et seq*.
Pennsylvania	*Breach of Personal Information Notification Act*, 73 P.S. § 2301, *et seq*.
Rhode Island	Rhode Island Identity Theft Protection Act, Rhode Island Gen. Laws § 11-49.3-1, *et seq*.
South Carolina	The Family Privacy Protection Act, S.C. Code Ann. § 30-2-10, *et seq*.
South Dakota	SDCL 22-40-19 *et seq*.
Tennessee	Tennessee Identity Theft Deterrence Act of 1999, §§ 47-18-2101 to -2111
Texas	Identity Theft Enforcement and Protection Act, Tex. Bus. & Com. Code Ann. §§521.001-152
Utah	Protection of Personal Information Act, Utah Code § 13-44-101 *et seq*.
Vermont	9 V.S.A. § 2435
Virginia	Virginia Code § 18.2-186.6
Washington	Data Breach Notification Act, RCW 19.255.010

Appendix C

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Appendix C

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Appendix C

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Appendix C

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Appendix C

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Appendix C

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Appendix C

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Appendix C

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APPENDIX D

STATE-SPECIFIC PROVISIONS REGARDING THE COURT FILING OF THE ASSURANCE BY CERTAIN STATES

Kentucky. In relation to the filing of the Assurance in the applicable court in the Commonwealth of Kentucky as required by statute, NEIMAN MARCUS waives notice and service of process regarding the filing of the Assurance, and does not object to the court's approval and entry of this Assurance. NEIMAN MARCUS also does not object to the ex parte submission and presentation of this Assurance by the Kentucky Attorney General's Office to the court.

Minnesota. The State of Minnesota and NEIMAN MARCUS hereby agree to the entry of an order by the applicable court in the State of Minnesota, as required by statute, containing the terms and conditions set forth in the Assurance.

Nebraska. The State of Nebraska and NEIMAN MARCUS hereby agree to the entry of an order by the applicable court in the State of Nebraska, as required by statute, containing the terms and conditions set forth in the Assurance. NEIMAN MARCUS also does not object to the ex parte submission and presentation of this Assurance by the Nebraska Attorney General's Office to the court.

Rhode Island. The State of Rhode Island and NEIMAN MARCUS hereby agree that if NEIMAN MARCUS is required to appear by the applicable court in the State of Rhode Island, it will engage local counsel to attend the hearing.