SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is entered into this 12th day of May, 2017 by and among the Parties (defined below) hereto.

WHEREAS, Code Rebel Corporation (“Code Rebel”) is a Delaware corporation; and

WHEREAS, Reid Dabney, Arben Kryeziu n/k/a Arben Kane, David Dwelle, James Canton, and Volodymyr Bykov (collectively, the “Settling Defendants”) each served as an officer and/or director of Code Rebel; and

WHEREAS, on May 18, 2016, Code Rebel filed a voluntary petition in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) under Chapter 7 of the Bankruptcy Code, In Re Code Rebel Corporation, No. 16-11236 (the “Code Rebel Bankruptcy Proceeding”); and

WHEREAS, the Bankruptcy Court has appointed Jeoffrey L. Burtch (the “Trustee”) as the Chapter 7 Trustee for the Code Rebel Bankruptcy Proceeding; and

WHEREAS, by letter dated July 15, 2016, the Trustee has alleged that he intends to assert certain claims against the Settling Defendants on behalf of the Code Rebel bankruptcy estate, including but not limited to alleged breaches of the duty of loyalty and/or care, breaches of fiduciary duty, neglect of duties, abdication of duties, errors, misstatements and/or materially inaccurate statements, lack of good faith, and omissions to act and/or state material facts known to Settling Defendants when such statements were necessary, and/or the failure to implement or otherwise follow adequate safeguards and controls (the “Trustee Claims”); and

WHEREAS, putative class actions have been filed against the Settling Defendants alleging violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933; Section 10(b) of the Securities Exchange Act of 1934, and Rule 10(b)(5) promulgated thereunder; and Section
20(a) of the Securities Exchange Act of 1934 (the “Securities Claims”), all as set forth in the complaints filed in *Healy v. Kryeziu et al.*, Superior Court of California Los Angeles County, No. BC624918 (the “*Healy Action*”), *Torres v. Kryeziu et al.*, Superior Court of California Los Angeles County, No. BC629838 (the “*Torres Action*,” and collectively with the *Healy Action*, the “*California Actions*”), and *Springer v. Code Rebel Corp., et al*, Southern District of New York, 16 Civ. 3492 (the “*Springer Action*”) (collectively with the California Actions, the “*Securities Class Actions*”); and

WHEREAS, the Settling Defendants have denied any liability, and have asserted certain defenses to the claims asserted against them by the Trustee and in the Securities Class Actions; and

WHEREAS, the Settling Defendants, the Trustee, and the Plaintiffs (defined below) have agreed to settle and resolve the Trustee Claims and the Securities Class Actions, and entered into a Memorandum of Understanding (“MOU”) dated as of January 13, 2017, memorializing the terms of their agreement in principle in order to facilitate the negotiation and execution of this binding, written settlement and release agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Parties to this Agreement.** The parties to this Agreement (collectively, the “Parties,” and each individually a “Party”) are:

   a. Jeoffrey L. Burtch, as Chapter 7 Trustee for Code Rebel Corporation (the “Code Rebel Estate”);

   b. Norman Healy and George Torres (the “CA Plaintiffs”):
c. Lead Plaintiffs Adrian Ybarra and William Tran (the "NY Plaintiffs" and together with the CA Plaintiffs, the "Plaintiffs"); and
d. Reid Dabney, Arben Kryeziu n/k/a Arben Kane, David Dwelle, James Canton, and Volodymyr Bykov.

2. **Settling Defendants’ Counsel.** Counsel for Settling Defendant Arben Kryeziu n/k/a Arben Kane, is Feuerstein Kulick LLP. Counsel for Settling Defendants Reid Dabney, David Dwelle, James Canton, and Volodymyr Bykov is Axinn Veltrop & Harkrider LLP. Axinn Veltrop & Harkrider LLP and Feuerstein Kulick LLP are collectively “Settling Defendants’ Counsel.”

3. **Plaintiffs’ Counsel.** Counsel for the CA Plaintiffs are The Rosen Law Firm, P.A. and Wolf Haldenstein Adler Freeman & Herz LLP (the “CA Plaintiffs’ Counsel”). Counsel for the NY Plaintiffs are Pomerantz LLP and The Rosen Law Firm, P.A. (the “NY Plaintiffs’ Counsel” and together with CA Plaintiffs’ Counsel, the “Plaintiffs’ Counsel”).

4. **Claims Administrator.** Strategic Claims Services or such other entity that the Court shall appoint to administer the Settlement and to perform other administrative functions under this Agreement (“Claims Administrator”).

5. **Payment.** Within twenty (20) business days of the later of the execution of this Agreement and receipt by the Settling Defendants of all necessary W-9 forms, the Settling Defendants shall make a settlement payment in the collective sum of one million three hundred thousand U.S. dollars ($1,300,000.00) (the “Settlement Amount”) via wire transfer in US Dollars to the order of Strategic Claims Services, as escrow agent, to the following interest-bearing account:

   Receiving Bank: PNC Bank
   Philadelphia, PA
6. **Allocation of the Fund.** Plaintiffs and the Trustee agree to allocate the Fund between them as follows: $1,000,000 to the Plaintiffs on behalf of the Settlement Class (the “Class Settlement Amount”) and $300,000 to the Trustee. The Settlement Amount represents the total compensation to be paid by the Settling Defendants in connection with the full settlement and release of the Trustee Claims, the Securities Claims, the Amended Claims (defined below), and the Securities Class Actions (the “Settlement”). Within three (3) days of receipt of the Settlement Amount, Plaintiffs and the Trustee shall direct the Escrow Agent (defined below) to transfer: (i) $300,000, plus a proportionate share of any interest earned on the Settlement Amount, to the Trustee; and (ii) $1,000,000, plus a proportionate share of any interest earned on the Settlement Amount to an interest bearing escrow account (the “Escrow Account”) controlled by Plaintiffs’ Counsel (the “Class Settlement Fund”).

   a. Strategic Claims Services shall serve as escrow agent for the Escrow Account (the “Escrow Agent”), under the supervision of Plaintiffs’ Counsel;

   b. The Class Settlement Fund, together with any interest earned thereon from the date of deposit into the Escrow Account, shall be the “Gross Class Settlement Fund”;

   c. The Class Settlement Fund shall be the full and sole monetary contribution made on behalf of the Settling Defendants in connection with the Settlement, and without limiting the generality of the foregoing in any way, all Notice and Administration
Expenses (defined below) shall be paid out of the Gross Class Settlement Fund. Under no circumstances will Settling Defendants or their insurers, collectively or separately, be required to pay or cause to be paid any amount in addition to the Class Settlement Fund. Except as otherwise provided in this Agreement with respect to payment of Plaintiffs’ Counsel’s Fee and Expense Award (defined below) and the Award to Plaintiffs (defined below) out of the Gross Class Settlement Fund, the Parties shall bear their own costs and expenses (including attorneys’ fees) in connection with effectuating the Settlement and securing all necessary Court orders and approvals with respect to the same;

d. The Escrow Agent shall invest the Gross Class Settlement Fund in instruments either fully insured or backed by the full faith and credit of the United States Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. Settling Defendants shall not have any responsibility or liability whatsoever for investment decisions. All risks related to the investment of the Gross Class Settlement Fund shall be borne by the Gross Class Settlement Fund and not by any of the Settling Defendants, and the Gross Class Settlement Fund shall indemnify the Settling Defendants, Plaintiffs, Trustee and Plaintiffs’ Counsel and hold them harmless from any losses arising from the investment or disbursement of any portion of the Gross Class Settlement Fund;

e. The Escrow Agent shall not use or disburse all or any part of that portion of the Gross Class Settlement Fund held in the Escrow Account except as provided for in this Agreement, or by an order of the Court, or with the written agreement of Defendants’ Counsel and Plaintiffs’ Counsel. Defendants’ Counsel shall have prompt access to records of the Escrow Account upon written request;
f. All funds held by the Escrow Agent in the Escrow Account shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or upon further order(s) of the United States District Court for the Southern District of New York (the "Court"), or returned to Settling Defendants in the event that this Settlement is not consummated or is terminated pursuant to the provisions of Paragraphs 24 and 25 below;

g. The Escrow Agent shall be liable only for acts of gross negligence or willful misconduct, and in such instances shall indemnify the Settling Defendants, Plaintiffs, Trustee and Plaintiffs' Counsel and hold them harmless from any losses arising from the investment or disbursement of any portion of the Gross Class Settlement Fund resulting from such gross negligence or willful misconduct;

h. The Gross Class Settlement Fund shall be used to pay: (i) any Fee and Expense Award; (ii) any Award to Plaintiffs; (iii) any Notice and Administration Expenses; (iv) any taxes (including any estimated taxes, interest or penalties) on the income of the Gross Settlement Fund; and (v) and expenses and costs incurred in connection with the operation and implementation of the provisions in Paragraphs 9 and 10 below and the taxation of the Gross Class Settlement Fund, including, without limitation, expenses of tax attorneys and/or accountants related to filing the tax returns described in Paragraph 23 below (the "Taxes and Tax Expenses"). The balance of the Gross Class Settlement Fund (inclusive of interest earned) shall be the "Net Class Settlement Fund";
7. **Plan of Allocation.** Plaintiffs shall prepare and submit to the Court for approval, a plan or formula of allocation of the Net Class Settlement Fund, to be approved by the Court, whereby the Net Class Settlement Fund shall be distributed to any member of the Settlement Class who, in accordance with the terms of the Stipulation, is entitled to a distribution from the Net Settlement Fund pursuant to the Plan of Allocation or any order of the Court ("Authorized Claimants") after payment of or provision for Notice and Administration Expenses, Taxes and Tax Expenses, such attorneys' fees, costs, expenses, and interest as may be awarded by the Court, and any award to the Plaintiffs as may be approved by the Court (the "Plan of Allocation"). Any Plan of Allocation is not part of this Agreement, and the Settling Defendants shall not have any responsibility or liability with respect thereto.

8. **Amendment of the Springer Action and Court Approval of Settlement of the Securities Claims.**

   a. Within twenty (20) business days of the execution of this Agreement, NY Plaintiffs' Counsel shall amend the complaint in the Springer Action to:

   i. define the class in the Springer Action (the "Class" or "Settlement Class") as "all persons, entities, or legal beneficiaries or participants in any entities who purchased or otherwise acquired Code Rebel securities from the date of its initial public stock offering on or about May 19, 2015, to May 12, 2017 (the 'Class Period'). Excluded from the Class are: (a) Such persons or entities who submitted valid and timely requests for exclusion from the Class; (b) Settling Defendants, their family members, and their legal representatives, heirs, successors or assigns, and any entity in which any Settling Defendant has or had a controlling interest;" and (c) persons who suffered no compensable losses;
ii. name all Settling Defendants as defendants, and

iii. include all Securities Claims asserted against any Settling Defendants in any of the Securities Class Actions (the “Amended Claims”).

b. The Parties hereby stipulate to certification of the Settlement Class, pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, solely for purposes of this Agreement and the Settlement set forth herein. If the Agreement is not approved by the Court, however, then (a) Defendants shall retain all rights to (i) object to and oppose class certification, or (ii) challenge the standing of Plaintiffs or any other intervening plaintiff; and (b) this Agreement and any motion or other papers filed in support of its approval shall not be offered as evidence of any agreement, admission or concession that any class should be or remain certified in the Action or that Plaintiffs or any other intervening plaintiff has standing or any legal right to represent any class;

c. Within twenty (20) business days of the execution of this Agreement, Plaintiffs’ Counsel shall file a motion seeking to obtain an order from the Court substantially in the form attached hereto as Exhibit A, granting conditional certification of the Class for settlement purposes, and granting preliminary approval of the settlement of the Securities Claims and the Amended Claims on the terms set forth in this Agreement, and approving a form and method of notice to the Class (the “Preliminary Approval Order”). The proposed Preliminary Approval Order shall further set a date for a Final Fairness Hearing, at which the Springer Court will determine whether the requirements for certification of the Class for settlement purposes have been met, whether the proposed settlement as set forth in the Agreement should be finally approved, whether the award of fees and expenses to Plaintiffs’ Counsel should be approved,
whether the Plan of Allocation should be approved, and whether a final judgment should be entered dismissing the *Springer* Action on the merits and with prejudice against the Plaintiffs and members of the Settlement Class.

d. Upon the *Springer* Court's preliminary approval of this Agreement and the settlement set forth herein, Plaintiffs' Counsel, with cooperation from Settling Defendants shall take all necessary steps to obtain an order from the Court in substantially the form attached hereto as Exhibit B, ("Final Approval Order and Judgment"), granting final certification of the Class for settlement purposes, granting final approval of the settlement of the Securities Claims and the Amended Claims on the terms set forth in this Agreement, entering the Bar Order set out in paragraph 18 below, and dismissing the *Springer* Action against the Settling Defendants with prejudice.

e. To the extent necessary to accomplish the settlement approval process, Settling Defendants shall withdraw their pending motion to stay the *Springer* Action pursuant to the automatic stay of claims in connection with the Code Rebel Bankruptcy Proceeding, and the Parties shall seek relief from the automatic stay of claims in connection with the Code Rebel Bankruptcy Proceeding. The Parties shall consent to a stay of the *Springer* Action for all purposes other than proceedings to effectuate the terms of the Settlement as set forth herein.

9. **Notice to the Settlement Class.**

a. The Plaintiffs shall, in connection with the motion for preliminary approval of the Settlement of the Securities Claims and the Amended Claims on the terms set forth in this Agreement, submit a form of Notice of Pendency and Proposed Settlement of Class Action attached hereto as Exhibit A-1 (the "Notice of Settlement"), a
form of the Proof of Claim and Release Form attached hereto as Exhibit A-2 (the “Claim Form”), and a form of Summary Notice attached hereto as Exhibit A-3 (the “Summary Notice”) for approval by the Court. Each Claim Form shall identify the addressee class member’s investment, and will allow the addressee class member to contest the amount stated, upon providing satisfactory proof, under oath, of the investment amount.

b. Upon the Court’s approval of the Notice of Settlement and Claim Form, the Plaintiffs will promptly cause the Notice of Settlement and Claim Form to be mailed, by First Class U.S. Mail, to Settlement Class Members. Members of the Settlement Class shall either submit its Claim Form or opt out of the settlement no later than twenty-one (21) days prior to the Final Fairness Hearing. Upon the Springer Court’s approval of the Summary Notice, the Plaintiffs shall promptly cause it to be published once each in Investor’s Business Daily as well as on Globe Newswire.

c. The Settlement Class Amount shall not be distributed to the members of the Class until after the occurrence of all Conditions Precedent, as defined herein, and until either (1) the time for an appeal or writ appeal has expired, and no appeal and/or petition for review has taken place, or (2) an appeal and/or petition for review is taken and the settlement is affirmed, and the time period during which further petition for hearing, appeal or writ can be taken has expired.

10. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Net Class Settlement Fund.

a. The Claims Administrator, subject to such supervision and direction of the Court or Plaintiffs’ Counsel as may be necessary or as circumstances may require, shall administer and calculate the claims submitted by members of the Settlement Class and
shall oversee distribution of the Net Settlement Fund to any member of the Settlement Class who, in accordance with the terms of this Agreement, is entitled to a distribution from the Net Settlement Fund pursuant to the Plan of Allocation or any order of the Court.

b. **Authorized Claimants pursuant to the Plan of Allocation.** The Settling Defendants shall not have any role in, or responsibility or liability to any person, including without limitation, member of the Settlement Class, for the administration of the Settlement or the solicitation, review or evaluation of Proofs of Claim, nor shall any discovery be taken of the Settling Defendants in connection with such matters.

c. To assist in dissemination of notice, the Settling Defendants and/or the Trustee (at no cost to the Trustee or the estate in bankruptcy) will cooperate in obtaining from Code Rebel's transfer records, information concerning the identity of Settlement Class Members, including any names and addresses of Settlement Class Members and nominees or custodians that exist in such transfer records ("Settlement Class Information"). Settling Defendants and/or the Trustee shall use reasonable efforts to obtain and to provide, or cause to be provided to Plaintiffs' Counsel or the Claims Administrator, at no cost to Plaintiffs, as soon as reasonably possible after the Court signs the Preliminary Approval Order, quarterly transfer records in electronic searchable form, such as Excel, containing the Settlement Class Information. The Parties acknowledge that any information provided to Plaintiffs' Counsel by the Settling Defendants and/or the Trustee pursuant to this Paragraph shall be treated as confidential and will be used by Plaintiffs' Counsel solely to deliver the Notice and/or implement the Settlement, including the Plan of Allocation.
d. Following entry of the Preliminary Approval Order and prior to the satisfaction of the Conditions Precedent (defined below), the Escrow Agent may, without further approval from the Court, disburse at the direction of Plaintiffs' Counsel (a) up to seventy five thousand dollars ($75,000.00) from the Gross Class Settlement Fund to pay Notice and Administration Expenses actually incurred; and (b) amounts necessary to pay Taxes and Tax Expenses actually incurred. Following the satisfaction of the Condition Precedent, additional amounts from the Gross Class Settlement Fund may be disbursed by the Escrow Agent to pay for any necessary additional Notice and Administration Expenses without further approval from the Court.

e. Following the Conditions Precedent, in accordance with the terms of this Agreement, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Claims Administrator shall disburse the Net Class Settlement Fund, under Plaintiffs' Counsel's supervision, subject to and in accordance with the following:

i. Each member of the Settlement Class who wishes to participate in the distributions from the Net Settlement Fund must return a signed claim form that will be mailed to members of the Settlement Class with the Notice of Settlement and pursuant to which members of the Settlement Class submit a claim by completing, signing, dating, and returning it to the Claims Administrator in accordance with the procedures set forth therein (the "Proof of Claim"), supported by such documents as are designated therein, including proof of the claimant's loss. A sample Proof of Claim proposed by the Parties is attached hereto as Exhibit A-3. The address to which the Proof of Claim must be mailed shall be set
forth on the Proof of Claim itself and shall also be printed in the Notice of Settlement. If sent by first-class mail, such Proof of Claim must be postmarked no later than a date set forth in the Notice of Settlement (unless that date is extended by order of the Court). If sent by any manner other than by first-class mail, the Proof of Claim must actually be received by the Claims Administrator by the date set forth in the Notice of Settlement (unless that date is extended by order of the Court);

ii. The Proof of Claim must be sworn to under oath or made subject to the penalties of perjury pursuant to 28 U.S.C. § 1746;

iii. The validity of each claim submitted will be initially determined by the Claims Administrator, acting under Plaintiffs’ Counsel’s supervision as necessary, in accordance with the Plan of Allocation approved by the Court. In the event a member of the Settlement Class disagrees with such determination, the dispute shall be submitted to the Court for summary resolution. Each member of the Settlement Class shall be deemed to have submitted to the jurisdiction of the Court with respect to that member of the Settlement Class’ claim against the Net Settlement Fund;

iv. All proceedings with respect to the administration of the Gross Settlement Fund and Net Settlement Fund, and the administration, processing and determination of members of the Settlement Class’ claim requests, and the determination of all controversies related thereto, including disputed questions of law and fact with respect to the validity of any Proof of Claim or regarding rejection of any claims submitted, shall remain under the jurisdiction of the Court
and shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice or conflicts-of-laws principles;

v. Except as otherwise ordered by the Court, any member of the Settlement Class who fails to timely return a properly completed and signed Proof of Claim consistent with the procedures set forth in the Notice shall be forever barred from receiving a distribution from the Net Settlement Fund, but shall nevertheless be bound by and subject to this Agreement, the Final Approval Order and Judgment, and all proceedings, rulings, orders, and judgments in this Action, including, without limitation, the release of the Released Plaintiffs’ Claims (defined below) and the dismissal with prejudice of the Springer Action. Notwithstanding the foregoing, Plaintiffs’ Counsel may accept for processing late claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed;

vi. The Net Settlement Fund shall be distributed to the Authorized Claimants substantially in accordance with a Plan of Allocation to be described in the Notice mailed to Settlement Class Members and approved by the Court. The Settling Defendants shall have neither the right nor the duty to participate in the determination of how the Net Settlement Fund is distributed to the Settlement Class;

vii. Plaintiffs’ Counsel will apply to the Court, on notice to the Settling Defendants’ Counsel, for an order approving the Claims Administrator’s determinations concerning the acceptance and rejection of the submitted Proofs of Claim and approving any Notice and Administration Expenses (including but not
limited to the fees and expenses of the Claims Administrator) and any Taxes and Tax Expenses not previously applied for. Plaintiffs’ Counsel shall make this application after the occurrence of all Conditions Precedent, as defined herein, and after (1) the time for an appeal or writ has expired, and no appeal and/or petition for review has taken place, or (2) an appeal and/or petition for review is taken and the settlement is affirmed, and the time period during which further petition for hearing, appeal or writ can be taken has expired;

viii. This is not a claims-made settlement. If all conditions of the Agreement are satisfied and the Final Approval Order and Judgment becomes final, no portion of the Settlement Fund will be returned to Settling Defendants or their insurers. Neither Settling Defendants nor their counsel shall have any responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any claims against Plaintiffs’ Counsel, the Claims Administrator or any other agent designated by Plaintiffs’ Counsel based on distribution determinations or claim rejections made substantially in accordance with this Agreement and the Settlement contained herein, the Plan of Allocation, or orders of the Court. Plaintiffs’ Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim filed, where doing so is in the interest of achieving substantial justice.
ix. It is understood and agreed by the Parties that any proposed Plan of Allocation of the Net Settlement Fund is not a condition of this Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement. Any order or proceedings relating to the Plan of Allocation, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, or any appeal from any order relating to the Plan of Allocation or reversal or modification thereof, shall not operate to modify, terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment, or any other orders entered pursuant to this Agreement.

x. If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be re-distributed, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution, to members of the Settlement Class who have cashed their checks and who would receive at least $10.00 from such re-distribution. If any funds shall remain in the Net Settlement Fund six months after such re-distribution, then such balance shall be contributed to a non-sectarian charity or any not-for-profit successor of it chosen by Plaintiffs' Counsel.
f. No Person shall have any claim against any of the Settling Defendants with respect to (i) any act, omission or determination of Plaintiffs' Counsel, the Escrow Agent, the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement, the implementation of the Plan of Allocation or otherwise; (ii) the management, investment or distribution of the Gross Settlement Fund; (iii) the determination, administration, calculation, claim rejection or payment of any claims asserted against the Gross Class Settlement Fund; (iv) any losses suffered by, or fluctuations in the value of, the Gross Class Settlement Fund; or (v) the payment or withholding of any Taxes or Tax Expenses incurred in connection with the taxation of the Gross Settlement Fund or the filing of any returns;

11. **Opt-Out Conditions.** If more than a certain percentage of members of the Class timely request exclusion from the Class, as set forth in a supplemental agreement entered into contemporaneously with this Agreement (the "Opt-Out Conditions") then the Settling Defendants may terminate this Agreement. The Opt-Out Conditions shall be deemed satisfied unless all Settling Defendants give written notice of termination to all Parties in accordance with the provisions in the supplemental agreement.

12. **Costs of Notice and Administrative Expenses.** All expenses incurred in connection with the administration of the Settlement, including, among other things, the costs associated with printing and mailing the Notice of Settlement and Proof of Claim and Release forms as directed by the Court, publishing the Summary Notice, locating members of the Settlement, and the cost of processing Proofs of Claim and distributing settlement funds to Authorized Claimants ("Notice and Administrative Expenses") shall be paid from the Gross Class Settlement Fund.
13. **Stay and Withdrawal of California Actions.** Upon final approval of the settlement of the Securities Claims and the Amended Claims by the Court, and within seven (7) business days from the satisfaction of the Conditions Precedent under this Agreement, Plaintiffs shall dismiss all claims against Settling Defendants in the California Actions with prejudice. Prior to that time, Settling Defendants and Plaintiffs shall each consent to a stay of all proceedings in the California Actions as against the Settling Defendants referenced herein.

14. **Plaintiffs' Release.** In consideration for the mutual obligations contained herein, and effective upon satisfaction of the Conditions Precedent, Plaintiffs, on behalf of themselves and the Settlement Class, shall release Settling Defendants, the Trustee, the Code Rebel Estate, and their respective past, current or future parents, subsidiaries, affiliates, successors, shareholders, officers, directors, employees, attorneys, heirs, agents, assigns and insurers (the "Releasees") from any and all liability, claims or demands in connection with the Securities Claims, the Amended Claims, as well as any and all liability, claims or demands, whether known or unknown, that were or could have been asserted, arising from or relating to any activities of Code Rebel, or in connection with Settling Defendants' activities as directors and/or officers of Code Rebel, including without limitation any liability, claims or demands, whether known or unknown, that were or could have been asserted, limited to the Plaintiffs' and Settlement Class Members' purchase and sale of Code Rebel securities during the Class Period, arising from or relating to public disclosures or omissions made by Code Rebel or by Settling Defendants, or arising from or relating to the SEC's order dated May 6, 2016, suspending trading in Code Rebel's stock (the "Released Plaintiffs' Claims"). Plaintiffs do not release their claims against Burnham Securities Inc., Burnham Financial Group Inc., and Lichter, Yu and Associates, Inc. and their respective past, current or future parents, subsidiaries, affiliates, successors,
shareholders, officers, directors, employees, attorneys, heirs, agents, assigns and insurers
pending in the California Actions.

15. **Bankruptcy Court Approval of the Settlement of Trustee Claims.** Within twenty
(20) business days after execution of this Agreement, the Trustee shall file a motion in the
Bankruptcy Court seeking approval of the settlement of Trustee Claims between the Trustee and
Settling Defendants as set forth herein, which other Parties shall not oppose. The motion and
proposed order approving the settlement shall be circulated to Settling Defendants in advance of
filing and shall be in a form reasonably acceptable to Settling Defendants.

16. **Trustee’s Release.** In consideration for the mutual obligations contained herein,
and effective upon satisfaction of the Conditions Precedent, and to the fullest extent permitted,
Trustee, on behalf of the Code Rebel Estate, shall release Settling Defendants, their heirs, agents,
assigns, and insurers from any and all liability, claims or demands in connection with the Trustee
Claims, as well as any and all liability, claims or demands, whether known or unknown, that
were or could have been asserted, arising from or relating to Code Rebel (the “Released Trustee
Claims”).

17. **Section 1542 Waiver.** The Parties stipulate and agree that each party shall waive,
and each member of the Settlement Class shall be deemed to have waived and, upon entry of the
Final Approval Order shall have expressly waived, any and all provisions, rights, and benefits
conferred by any law of any state or territory of the United States or of any other country, or any
principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542,
which provides: “A general release does not extend to claims which the creditor does not know
or suspect to exist in his or her favor at the time of executing the release, which if known by him
or her must have materially affected his or her settlement with the debtor.” The Parties
acknowledge, and all Settlement Class Members shall be deemed to have acknowledged, that the inclusion of "unknown" claims in the definition of "Released Plaintiffs’ Claims” “Released Trustee Claims” and “Released Defendants’ Claims,” was separately bargained for and was a key and material element of this Agreement.

18. Settlement Class Bar Order. The Plaintiffs on behalf of the Settlement Class and the Settling Defendants shall jointly request that the Court enter a bar order at the time that it enters final approval of the settlement of the Securities Claims and Amended Claims (the “Class Bar Order”), containing the following provisions:

   a. Upon payment of the Class Settlement Fund to the Authorized Claimants pursuant to paragraph 10 of this Agreement, the Court permanently bars and enjoins (A) Settlement Class Members and their heirs, executors, administrators, trustees, predecessors, successors, affiliates, representatives and assigns, and anyone else (including any governmental entity) purporting to act on behalf of, for the benefit of, or derivatively for any of them, from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from any lawsuit, arbitration, or administrative, regulatory or other proceeding, or order, in any jurisdiction or forum, against the Releasees, that is based upon, arises out of, or relates to the Released Plaintiffs’ Claim, or that is based upon, arises out of or relates to the Springer Action or the transactions and occurrences referred to in the Springer complaint and amended complaint (collectively, the “Complaint”), and (b) all persons and entities from filing, commencing or prosecuting any other lawsuit as a class action or other proceeding against the Releasees, (including by seeking to amend a pending complaint) on behalf of any member of the Settlement Class, if such other lawsuit is
based upon, arises out of, or relates to any Released Plaintiffs' Claim, or that is based upon, arises out of or relates to the Springer Action, or the transactions and occurrences referred to in the Complaint.

b. In accordance with 15 U.S.C. 78u-4(f)(7)(A), any and all claims for contribution arising out of any Released Plaintiffs' Claim (i) by any person or entity against any of the Settling Defendants and (ii) by any of the Settling Defendants against any person or entity other than as set out in 15 U. S. C. 78u-4(f)(7)(A)(ii) are hereby permanently barred, extinguished, discharged, satisfied, and unenforceable. Accordingly, without limitation to any of the above, (i) any person or entity is hereby permanently enjoined from commencing, prosecuting, or asserting against any of the Releasees any such claim for contribution, and (ii) the Releasees are hereby permanently enjoined from commencing, prosecuting, or asserting against any person or entity any such claim for contribution. In accordance with 15 U.S.C. 78u-4(f)(7)(B), any final verdict or judgment that might be obtained by or on behalf of the Settlement Class or a member of the Settlement Class against any person or entity for loss for which such person or entity and any Releasee(s) are found to be jointly liable shall be reduced by the greater of (i) an amount that corresponds to the Releasee or Releasees' pro rata percentage of responsibility for the loss to the Settlement Class or member of the Settlement Class or (ii) either (a) the Class Settlement Fund, in the case of the Settlement Class, or (b) that portion of the Settlement Class Amount applicable to the member of the Class Settlement Fund, in the case of a Settlement Class member, unless the court entering such judgment orders otherwise.
c. The Class Bar Order shall not release, interfere with, limit, or bar the assertion by any Settling Defendant of any claim for insurance coverage under any insurance, reinsurance or indemnity policy that provides coverage respecting the conduct at issue in the *Springer* Action.

19. **Bankruptcy Bar Order.** The Trustee, on behalf of himself and the Code Rebel Estate, will request that the Order approving the Agreement include a permanent bar order (the "Bankruptcy Bar Order") in the proposed approval order in the Bankruptcy Proceedings, providing that, upon payment of the Class Settlement Fund to the Authorized Claimants pursuant to paragraph 10 of this Agreement, the Trustee and the Code Rebel estate, and all other persons that hold, have held or may hold a claim or other debt or liability or interest or other right of an equity holder, against, in, or relating to Code Rebel or its estate, are permanently barred, enjoined, and restrained from commencing, prosecuting, continuing or asserting, either derivatively or on behalf of themselves, in any court, arbitration proceeding, administrative agency, or other forum in the United States of America or elsewhere, any actions, causes of action, claims, counterclaims, cross-claims, suits, proceedings, damages, punitive damages, costs, expenses and attorneys' fees, demands and liabilities of any kind and nature, whether known or unknown, accrued or unaccrued, in law, equity or otherwise, that are based upon, arise out of, or relate to the Released Trustee Claims, against the Settling Defendants. This Settlement is not conditioned on the Bankruptcy Court entering the Bankruptcy Bar Order including a permanent bar provision.

20. **Trustee's Release of Claims With Respect to the D&O Policy.** In consideration for the mutual obligations contained herein, and effective upon satisfaction of the Conditions Precedent, Trustee, on behalf of himself and the Code Rebel Estate, shall release all claims with
respect to the Lloyd’s Advance Boardroom and Company Protection Policy, designated as policy number B1230FC02999A15, issued by Certain Underwriters at Lloyd’s, London ("Lloyds"), with Code Rebel and the Settling Defendants as insureds (the “Policy”), and as to the proceeds of the Policy. The Trustee shall include, in the proposed approval order in the Bankruptcy Proceedings, a provision authorizing Lloyds to pay and/or advance any remaining proceeds of the Policy to defend and indemnify the Settling Defendants in accordance with the terms of the Policy and without regard to any interest the Trustee or the Code Rebel Estate might hold or have held in the Policy or its proceeds.

21. **Settling Defendants’ Releases.**

   a. In consideration for the mutual obligations contained herein, and effective upon satisfaction of the Conditions Precedent, and to the fullest extent permitted, Settling Defendants shall release the Trustee, the Code Rebel Estate and their counsel in the Code Rebel Bankruptcy Proceeding (“Bankruptcy Counsel”) from any and all liability, claims or demands that they hold or may hold, whether known or unknown, against the Trustee, Code Rebel, Code Rebel’s Estate and/or Bankruptcy Counsel; provided, however, that nothing in this Agreement shall release any claims or demands that any Settling Defendant may have relating to disputes as to the ownership of any asset included or sought to be included in the Code Rebel Estate. Notwithstanding anything herein to the contrary, Trustee reserves all rights, claims and defenses with respect to any dispute raised by any Settling Defendants to the ownership of any such asset.

   b. In consideration for the mutual obligations contained herein, and effective upon satisfaction of the Conditions Precedent, Settling Defendants further release Plaintiffs and Plaintiffs’ Counsel for any claims or counterclaims that could have been
brought against them with respect to their prosecution of their claims, including pursuant to Rule 11 of the Federal Rules of Civil Procedure, and any other sanctions or cost shifting.

c. "Released Defendants' Claims" shall refer collectively to those claims released by the Settling Defendants pursuant to subparagraphs 21(a) and 21(b) above.

22. Defendants' Cooperation with Trustee. Each of the Settling Defendants agrees to provide reasonable cooperation to the Trustee and the Code Rebel estate in connection with remaining case administration issues, including claim objections. This obligation to provide reasonable cooperation shall require Settling Defendants only to be available to respond to the Trustee's questions, subject to the provisions of this section, and to answer questions to the best of their ability, and not to provide any other form of cooperation. This obligation to provide reasonable cooperation shall not require the Settling Defendants to incur any out of pocket costs, unless such costs are advanced to the Settling Defendants by the Trustee, nor shall it require any individual Settling Defendant to provide more than five (5) hours in any week or more than 40 hours in the aggregate. In the event the Trustee requests assistance beyond five (5) hours in a week and 40 hours in the aggregate from any one or more of the Settling Defendants, then the Trustee and each of such Settling Defendants shall agree to reasonable compensation for such additional services as a condition of the Settling Defendants' obligations hereunder to continue to provide such cooperation. In performing their cooperation obligations under this paragraph, the Settling Defendants shall be afforded reasonable flexibility by the Trustee to account for competing demands upon their time and schedules, including vacation time. The obligation to provide reasonable cooperation pursuant to this paragraph shall not require any Settling Defendant to provide assistance to the Trustee on account of which a Settling Defendant
reasonably believes such cooperation may expose such Settling Defendant to costs or expense and/or one or more claims or liability by or to any person or entity; nor shall it require any Settling Defendant to sit for a deposition or otherwise provide sworn testimony. The Trustee agrees that all requests for cooperation to any Settling Defendant shall be made through that Settling Defendant’s Counsel.

23. **Qualified Settlement Fund.**

a. The Parties and the Escrow Agent shall treat the escrow account as a “qualified settlement fund” for purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The Escrow Agent shall timely make such elections as are necessary or advisable to carry out the provision of this paragraph, including, without limitation, the “relation-back election” described in Treas. Reg. §1.468B-1 back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations.

b. The Escrow Agent shall be the Escrow Account’s “administrator” as that term is used in Treas. Reg. §1.468B-2. As administrator, the Escrow Agent shall satisfy the administrative requirements imposed by Treas. Reg. §1.468B-2 by, e.g., (i) obtaining a taxpayer identification number, (ii) satisfying any information reporting or withholding requirements imposed on distributions from the Gross Class Settlement Fund, and (iii) timely and properly filing applicable federal, state or local tax returns necessary or advisable with respect to the Gross Class Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)) and paying any taxes reported thereon. Such returns (as well as the election described in Paragraph 23.a) shall be consistent with
this Paragraph 23.b and in all events shall reflect that all Taxes on the income earned by
the Gross Settlement Fund shall be paid out of the Gross Settlement Fund as provided in
Paragraph .c hereof.

c. All Taxes and Tax Expenses shall be paid out of the Gross Settlement
Fund; in all events, the Settling Defendants shall have no liability or responsibility for the
Taxes and Tax Expenses, or the filing of any tax returns or other documents with the
Internal Revenue Service or any other state or local taxing authority. Taxes and Tax
Expenses shall be treated as, and considered to be, a cost of administration of the
Settlement and shall be timely paid by the Escrow Agent out of the Gross Settlement
Fund without prior order from the Court, and the Escrow Agent shall be obligated
(notwithstanding anything herein to the contrary) to withhold from distribution to the
Authorized Claimants any funds necessary to pay such amounts (as well as any amounts
that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties
agree to cooperate with the Escrow Agent, each other, and their tax attorneys and
accountants to the extent reasonably necessary to carry out the provisions of this
Paragraph 23.

24. **Conditions Precedent.**

da. All obligations in this Agreement, including the release of the Settlement
Amount to Class Plaintiffs and the Trustee, shall be contingent upon the occurrence of
the following five conditions (the “Conditions Precedent”):

i. Negotiation and execution of this Agreement; and

ii. Approval of the settlement of Trustee Claims by the Bankruptcy
    Court on the terms set forth herein, including without limitation,
approval of the use of Code Rebel’s insurance as a source of funding for the Fund ("Bankruptcy Court Approval"); and

iii. Approval by the Springer Court of the settlement of the Securities Claims and Amended Claims on the terms set forth herein, including preliminary approval, certification of the Class for settlement purposes only, dismissal with prejudice of all claims in the Springer Action against Defendants, and final approval as set forth herein ("Settlement Class Approval"); and

iv. Entry of the Class Bar Order by the Springer Court; and


b. Plaintiffs shall also have the right to terminate this Agreement if the Settlement Amount is not paid into the Escrow Account in accordance with Paragraph 5 of this Agreement, subject to the right to cure any failure to pay within five (5) business days of Settling Defendants’ Counsel receiving a written notice of deficiency from Class Counsel. Settling Defendants may not terminate this Agreement on the ground that some or all of the Settlement Amount is unpaid.

c. If this Agreement is terminated by Plaintiffs or Settling Defendants (a “Termination”): (a) the Agreement shall be without force and effect upon the rights of the Parties, and none of its terms (other than this paragraph) shall be effective or enforceable; (b) the Parties shall revert to their litigation positions immediately prior to the date on which this Agreement was fully executed and no claims, rights or defenses, whether legal or equitable, of any of the Parties hereto that existed prior to executing this Stipulation shall be diminished or prejudiced in any way; and (c) within ten (10) business days from
the date of such Termination, Plaintiffs shall return (or cause to be returned) to Settling
Defendants' insurers the Settlement Amount, less: (a) any amounts already paid from the
Gross Class Settlement Fund pursuant to Section 10(d) above. The amount returned to the
Settling Defendants' insurers in the event of Termination shall include any Fee and
Expense Award or Award to Plaintiffs paid or payable to Plaintiffs' Counsel. In event of
Termination, at the request of Settling Defendants or their insurers, the Escrow Agent or
their designee shall apply for any tax refund owed on the Gross Class Settlement Fund
and pay the proceeds, after deduction of any fees and expenses incurred in connection
with such application for refund, to Defendants' insurers pursuant to written instructions
from Settling Defendants' Counsel.

25. Failure of Conditions Precedent. In the event that all of the Conditions Precedent
do not occur or a final and non-appealable judgment is issued denying Settlement Class
Approval or Bankruptcy Court Approval by September 30, 2017 (unless such date is extended in
writing by all Parties), the escrow agents shall return the Settlement Amount less the items
denoted in Paragraph 24(c) above to Settling Defendants' insurers, all releases between and
among the Parties shall be null and void, the Parties shall be restored to the positions they occupy
as of the date that this Agreement is executed, the Parties shall have no further obligations to one
another under this Agreement, and this Agreement shall be terminated. The Parties agree,
however, that the settlement embodied in this Agreement is not conditioned on the approval by
the Court of the allocation of the Class Settlement Fund among the Plaintiffs, or court approval
of any request for attorneys' fees and/or expenses.

26. Attorneys' Fees. Plaintiffs, Trustee and Settling Defendants understand and agree
that any attorneys' fees, court costs or litigation expenses that are approved by the Court for
Plaintiffs' Counsel shall be paid from the Class Settlement Fund. Trustee and Settling Defendants agree not to oppose a motion by Plaintiffs to award attorneys' fees, court costs and litigation expenses to Plaintiffs' Counsel from the Class Settlement Fund.

a. Plaintiffs' Counsel may submit an application or applications (the “Fee and Expense Application”) for distributions to Plaintiffs' Counsel from the Gross Class Settlement Fund for: (a) an award of attorneys' fees not to exceed one-third of the Class Settlement Amount ($333,333.33); and (b) the reimbursement of reasonable expenses incurred in connection with prosecuting the Action (including, but not limited to the fees and expenses of experts and consultants), plus any interest on such attorneys' fees and expenses at the same rate as earned by the Gross Class Settlement Fund from the date the Court orders such award until the date paid (“Fee and Expense Award”). In addition, Plaintiffs' Counsel may submit a request for reimbursement to Plaintiffs for reasonable costs and expenses (including lost wages) directly related to their representation of the Settlement Class in this Action (“Award to Plaintiffs”) in an amount not to exceed $1,000 per Plaintiff ($2,000 collectively). Plaintiffs' Counsel reserves the right to make additional applications to the Court for Plaintiffs' Counsel's fees and expenses incurred subsequent to the initial Fee and Expense Application, to be paid solely from the Gross Class Settlement Fund. Settling Defendants do not and shall not take any position as to Plaintiffs' Counsel's request for attorneys' fees and expenses and/or Plaintiffs' Counsel's request for the Award to Plaintiffs.

b. The Fee and Expense Award and the Award to Plaintiffs shall be payable to Plaintiffs' Counsel, from the Gross Class Settlement Fund on the first business day after satisfaction of the Conditions Precedent and after entry of the Court's order.
awarding such fees and expenses, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to appropriate undertakings by Plaintiffs' Counsel to repay those amounts to the Gross Class Settlement Fund if such awards are reduced or reversed in whole or in part on appeal or further review. Plaintiffs' Counsel may allocate the Fee and Expense Award among other Plaintiffs' counsel in a manner in which they in good faith believes reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Action. If, and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack or otherwise, the Fee and Expense Award or the Award to Plaintiffs is overturned or reduced, or if the Settlement is terminated, not approved by the Court, or otherwise does not become Final and binding upon the Settlement Class for any reason, then, within ten (10) business days from receiving notice from Settling Defendants' Counsel or from a court of appropriate jurisdiction of such event, Plaintiffs' Counsel shall refund to the Gross Class Settlement Fund, in an amount consistent with such reversal or modification, the Fee and Expense Award paid to them and the Award to Plaintiffs, and in addition shall pay into the Gross Class Settlement Fund interest on the total amount refunded at the same rate as earned on the Gross Class Settlement Fund from the time of payment of the Fee and Expense Award and/or the Award to Plaintiffs, whichever is applicable, until the date of refund, in an amount consistent with such reversal or modification. Plaintiffs' Counsel receiving fees and expenses, as a condition of receiving such fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or
shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

c. The procedure for and the allowance or disallowance by the Court of any Fee and Expense Application by Plaintiffs' Counsel or any Award to Plaintiffs are not part of the Settlement set forth in the Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Agreement; and any order, proceeding or dispute relating to any Fee and Expense Application, the Fee and Expense Award, or the Award to Plaintiffs, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Agreement or affect or delay the finality of the Final Judgment approving the Settlement. None of the Parties may terminate or cancel the Settlement on the basis of the amount of any Fee and Expense Award or Award to Plaintiffs.

d. The Settling Defendants and their counsel shall have no responsibility for, and no liability whatsoever with respect to (a) any payment from the Gross Class Settlement Fund of any type or nature whatsoever, including attorneys' fees and expenses paid to any counsel for Plaintiffs or the Settlement Class or any amounts paid to Plaintiffs; and (b) the allocation among Plaintiffs' Counsel and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

27. No Admission. The Plaintiffs, the Trustee and the Settling Defendants agree that nothing in this Agreement shall constitute an admission of any sort as to any claims or defenses that were or could have been raised by the Plaintiffs, the Trustee or the Settling Defendants. The
Settling Defendants deny that they are liable to the Plaintiffs or the Trustee in any way. The Plaintiffs, the Trustee and the Settling Defendants agree that their sole purpose in entering into a settlement with one another is to avoid the burden, cost and risk of unfavorable outcome associated with litigation.

28. **Tolling of Statutes of Limitations and Time Based Defenses.** The Parties stipulate and agree that all statutes of limitations, statutes of repose, all other time limits or constraints, and defenses based upon the passage of time that have not expired before execution of this Agreement (pursuant to applicable law), including, without limitation, laches, waiver, estoppel, and the two year extension of all applicable statutes of limitations or repose under 11 U.S.C. §§ 108(a) and 546(a), applicable to any and all claims against or relating to the Settling Defendants, including, but not limited to, the Trustee’s Claims and the Securities Claims and Amended Claims, are and shall be tolled from the date of execution of this Agreement through and including October 31, 2017, unless extended by the Parties in writing. Notwithstanding anything herein to the contrary, this provision shall become immediately effective and shall survive and remain in effect and binding on the Parties hereto, even in the event that this Agreement is not approved by the Bankruptcy Court or the Court.

29. **Best Efforts and Cooperation.** The Parties shall cooperate and exercise their best efforts to implement the terms of this Agreement, to satisfy the Conditions Precedent, to obtain approval of this Agreement, and to reasonably avoid the occurrence of events that would lead to termination of the settlement.

30. **No Actions or Proceedings Filed or Pending.** All Parties represent that, other than the actions described herein, they have not filed or caused to be filed any complaints, charges,
applications, actions, claims, grievances, or appeals against each other with any local, state or federal agency, court regulatory or self-regulatory agency or other body.

31. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the federal laws of the United States (including the federal common law of contracts) and, to the extent such laws are not applicable, by the laws of the State of New York without giving effect to principles of conflicts of law that would require the application of the laws of another jurisdiction.

32. **Entire Agreement; Agreement to be Construed as a Whole.** This Agreement contains the entire understanding between the Parties as to all matters referred to herein, except to the extent that this Agreement incorporates, contemplates, or acknowledges an ancillary agreement and such ancillary agreement is executed by the parties thereto. No other representations, covenants, undertakings, or prior or contemporaneous agreements, whether oral or written, regarding any matters that are not specifically contained in, incorporated into, or acknowledged by this Agreement, shall be deemed to have any effect or binding impact upon the Parties. This Agreement has been jointly negotiated by the Parties and is agreed to by the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and in accordance with its purpose and without regard to who may have drafted any particular provision herein. To the extent there is any inconsistency between the terms of this Agreement and the MOU, the terms of this Agreement shall control.

33. **Representation by Counsel.** The Parties each acknowledge and agree that they have had the opportunity to consult with legal counsel of their choice prior to execution of this Agreement, have in fact done so, and have been specifically advised by counsel of the consequences of this Agreement and their respective rights and obligations hereunder.
34. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute a duplicate original. Execution by facsimile or e-mail in pdf format shall be fully and legally binding on a party.

35. **Amendments or Modifications.** This Agreement may only be amended or modified by a writing signed by all Parties. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provisions of this Agreement. Any notices required or contemplated herein shall also be in writing.

36. **Beneficiaries.** This Agreement shall inure to the benefit of and be binding upon the Parties, and their respective successors, administrators, trustees, executors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations or liabilities.

37. **Severability.** If any term or other provision of this Agreement is determined to be invalid, illegal, or unenforceable, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the settlement contemplated hereby is fulfilled.

38. **Notices.** All notices, requests and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, if delivered in person or by courier, telegraphed, telexed or by facsimile transmission or sent by express, registered or certified mail, postage prepaid, addressed as follows:
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Agreed to as of this 15th day of May, 2017

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Counsel for Defendants Reid Dabney,
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CERTIFICATE OF SERVICE

I hereby certify that on June 26, 2017, I caused a true and correct copy of the foregoing document to be served via email upon the parties and counsel listed below:

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/s/ Phillip Kim