UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): September 6, 2017

Cogint, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-37893**	**77-0688094**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

2650 North Military Trail, Suite 300, Boca Raton, Florida	**33431**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (561) 757-4000

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On September 6, 2017, Cogint, Inc., a Delaware corporation ("cogint" or the "Company"), entered into a Business Combination Agreement (the "Agreement") with BlueFocus International Limited, a private company limited by shares registered in Hong Kong (the "Parent").

Under the terms of the Agreement, the Company will issue to Parent shares of the Company's common stock, par value $0.0005 per share (the "Common Stock"), representing 63% of the Company's Common Stock on a fully diluted, post-transaction basis (the "Purchased Shares"). In consideration of the Purchased Shares, Parent will contribute to the Company (i) all of the issued and outstanding membership interests, shares of capital stock, and/or other equity interests of (a) Vision 7 International Inc., a Canadian company ("V7"), (b) We Are Very Social Limited, a limited company domiciled and incorporated in England and Wales ("WAVS"), (c) Indigo Social, LLC, a Delaware limited liability company ("Indigo"), and (d) any entity pursuant to which a "Permitted Acquisition," as such term is defined in the Agreement, has been consummated before closing (each, an "Acquisition Entity," and together with V7, WAVS, and Indigo, the "Contributed Entities") and (ii) (x) $100,000,000 in cash (the "Cash Consideration") and (y) if applicable, the amount by which (1) the normalized net working capital of V7, WAVS, and Indigo, calculated based on a formula, exceeds (2) the actual net working capital of V7, WAVS, and Indigo, plus cash and cash equivalents on hand at closing, in each case of (1) and (2) as certified by the Parent in writing before Closing (as defined below), and (iii) repay, assume, or refinance indebtedness for borrowed money of the Company as of the Closing. We refer to the issuance of the Purchased Shares in consideration of the contribution of the Contributed Entities and the Cash Consideration, together with the Cash Dividend and Stock Split hereinafter described, as the "Business Combination Transaction."

As a condition to closing the Business Combination Transaction (the "Closing"), immediately before Closing, cogint will contribute its data and analytics operations and assets (the "IDI Business") into its wholly-owned subsidiary, Red Violet, Inc. ("Red Violet"). The shares of Red Violet will be distributed as a stock dividend (the "Spin-Off") to cogint stockholders of record as of a record date (the "Record Date") and to holders of derivative securities who are entitled to participate in such a dividend in accordance with the terms of their securities. Holders of restricted stock units ("RSUs") and other awards under the Company's equity plans will generally participate in the Spin-Off as cogint stockholders in accordance with the Employee Matters Agreement (as described below) and the terms of such securities, and holders of Company warrants will participate in the Spin-Off in accordance with the terms of their Company warrants.

Before the Company effects the Spin-Off, Red Violet will file with the Securities and Exchange Commission (the "SEC") a Registration Statement on Form 10 (the "Form 10"), registering under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the shares of Red Violet to be distributed in the Spin-Off. As a result, upon completion of the Spin-Off, cogint stockholders will hold shares of two public companies, cogint and Red Violet. We expect cogint Common Stock to continue trading on the NASDAQ Stock Market (the "NASDAQ") and we to intend to apply for listing the Red Violet shares on NASDAQ.

The Spin-Off is governed by a Separation Agreement (the "Separation Agreement"), dated September 6, 2017, by and between the Company and Red Violet and other related agreements (as further described below, the "Spin-Off Documents"), which provide the terms and conditions for the Spin-Off, including that Red Violet may request as working capital up to $20 million dollars at the time of the Spin-Off. Red Violet will be led by cogint's current management team with Derek Dubner, co-founder and Chief Executive Officer of cogint, as Chief Executive Officer of Red Violet and Michael Brauser, co-founder and Chairman of the Board of cogint, serving as Chairman of the Board of Red Violet.

The Cash Consideration, after deductions for certain transaction expenses and an amount up to $20 million to capitalize Red Violet at the time of the Spin-Off, will be distributed pro rata as a cash dividend or payment (the "Cash Dividend") to (i) the holders of Company Common Stock, (ii) the holders of options, rights or binding arrangements from the Company to issue Company Common Stock or securities convertible into or

exchangeable for Company Common Stock, which, by their terms, are entitled to participate in cash dividends of the Company and (iii) the holders of certain warrants of the Company, which, by their terms, are entitled to participate in cash dividends of the Company, in each case, subject to certain exceptions. The Cash Dividend is contingent on Closing, and the per share amount of the Cash Dividend will be determined by the Board before Closing, subject to applicable law.

The Agreement contains customary representations and warranties about the condition of the Company and its subsidiaries (other than with respect to the assets and liabilities that will be allocated to Red Violet in the Spin-Off), including representations and warranties about their capitalization, assets and properties, SEC filings, financial statements, liabilities, internal controls, absence of undisclosed liabilities, compliance with laws, material contracts, litigation, employee matters, intellectual property and information technology, affiliated transactions, taxes, business activities and customers and suppliers, among others.

The Agreement contains customary representations and warranties about the Contributed Entities, substantially similar to the representations and warranties being made by the Company, in addition to representations and warranties with respect to the sufficiency of financing and solvency of the Contributed Entities, and certain other representations to ensure compliance with applicable securities laws. None of the representations and warranties given by either the Company or the Parent survive Closing.

Under the terms of the Agreement, the Closing will take place on a date and time to be agreed upon by Parent and the Company no later than twenty (20) business days after all conditions precedent to Closing (other than those conditions that by their nature are to be satisfied at the Closing) have been satisfied or waived, or such other date and time as the parties may mutually agree. The Spin-Off will occur on the same day as and before Closing.

Conditions to the Closing and the other transactions contemplated by the Agreement include (i) receipt of the required Company stockholders' approval, (ii) no injunctions or laws prohibiting the transactions contemplated by the Agreement, (iii) consent under the HSR Act and the Committee on Foreign Investment in the United States ("CFIUS") approval, (iv) effectiveness of the Form 10 and consummation of the Spin-Off, (v) accuracy of representations and warranties and compliance with covenants except as would not have a Material Adverse Effect (as defined in the Agreement) and an officer's certificate certifying the same, (vi) approval by NASDAQ of the listing of the Purchased Shares, and (vii) delivery by the Company of a spreadsheet identifying the Company Common Stock, options, RSUs and warrants, and Purchased Shares.

The Agreement may be terminated as follows:

- By the Company or Parent by mutual agreement, if there is a permanent injunction prohibiting the Business Combination Transaction, if the Closing has not occurred within twelve (12) months from signing, if the other party is in breach of its respective representations or warranties or covenants, which would cause the condition to Closing with respect to the foregoing to fail to be met and such breach is not cured within thirty (30) days, or if CFIUS informs the Company and the Parent it has recommended or intends to recommend the prohibition of the Business Combination Transaction.
- By the Parent if either the Stockholder Written Consent approving the Business Combination Transaction and related Voting Agreement (each as further described below) is not delivered within twenty-four (24) hours after signing, or the approval of the holders of a majority of Company Common Stock is not obtained at the stockholders meeting, or if the Board changes its recommendation to the stockholders to authorize the Business Combination Transaction.
- By the Company, if it has received a Superior Proposal (as defined in the Agreement) and has complied with the procedure in the Agreement with respect to such Superior Proposal, or if the Company is ready to consummate the Business Combination Transaction and the conditions to Closing are met or will be met at Closing, and after notice thereto, the Parent fails to consummate the Business Combination Transaction.

- The Company must pay Parent a termination fee in the amount of $3 million if the Agreement is terminated by the Parent due to the Company's breach or failure to timely deliver the required Stockholder Written Consent and the Company enters into another acquisition transaction within six months of such termination. Such fee is also due if the Board changes its recommendation with respect to the Business Combination Transaction or enters into a Superior Proposal.
- The Parent must pay the Company a termination fee of $5 million if (i) there is an injunction or prohibition, or a necessary governmental consent is not obtained, in each case which would permit the Company to terminate the Agreement and such injunction, prohibition or consent, is imposed by the government of China or the Shenzhen Stock Exchange, (ii) the Company terminates the agreement due to Parent's breach of its covenant with respect to incurrence of indebtedness for borrowed money, or (iii) the Company terminates the Agreement due to a failure by the Parent to consummate the Business Combination Transaction upon the satisfaction of all Parent's closing conditions after receiving notice thereof.
- Neither party has any liability following termination except for liability for fraud or intentional breach before such termination, subject to the survival of certain provisions, and with respect to any termination fees, if due.

The description of the Agreement contained in this Form 8-K does not purport to be complete and is qualified in its entirety by reference to the Agreement, which is filed as Exhibit 2.1 to this Form 8-K and is incorporated herein by reference.

In connection with the Business Combination Transaction, the Company will take the following additional actions, immediately before or at Closing:

(1) Amend and restate the Company's certificate of incorporation (the "Amended and Restated Charter") to (i) increase the number of authorized shares of Common Stock to 400 million shares to provide for the issuance of the Purchased Shares, (ii) provide for Parent to take action by written consent so long as the Parent is the beneficial owner of Common Stock representing at least a majority of the votes entitled to be cast by the holders of Common Stock, and (iii) provide a process for affiliated party transactions by Parent post-closing;

(2) Amend the Amended and Restated Charter (the "Amendment") to, at the discretion of the Board to effect a reverse stock split of the Common Stock within the range of one for two and one for four (the "Stock Split"), with the exact ratio to be determined by the Board at Closing; and

(3) Amend and restate the Company's Bylaws to (i) provide for Parent to take action by written consent, (ii) entitle Parent to nominate persons for election to the Board and propose business to be considered by the stockholders at any meeting of stockholders without notice compliance with the requirements and procedures of the Bylaws, (iii) provide that, upon the request of Parent, the Company will promptly provide the stock list, and (iv) provide for Parent to call special meetings of the Board and stockholders, each so long as the Parent is the beneficial owner of Common Stock representing at least a majority of the votes entitled to be cast by the holders of Common Stock.

The description of the Amended and Restated Charter, the Amendment and the Amended and Restated Bylaws contained in this Form 8-K do not purport to be complete and are qualified in their entirety by reference to the Amended and Restated Charter, the Amendment, and the Amended and Restated Bylaws, which are filed as Exhibits 3.1, 3.2, and 3.3 to this Form 8-K, respectively, and are incorporated herein by reference.

cogint stockholders of record holding in aggregate 32,052,781 shares representing approximately 58% of the Company's Common Stock (the "Consenting Stockholders") have approved, by written consent, dated September 6, 2017 (the "Stockholder Written Consent"), the issuance of the Purchased Shares to Parent and other matters relating to the Business

Combination Transaction. Also, certain of the Consenting Stockholders beneficially owning in aggregate approximately 56% of the Company's Common Stock have entered into a Voting Agreement, which provides for (a) a requirement that the Consenting Stockholders vote in favor of the transactions contemplated by the Agreement, (b) a prohibition on stock transfers before Closing, subject to limited exceptions, and (c) an exclusivity and nonsolicitation provision with respect to any other acquisition proposal. The parties to the Voting Agreement have also entered into a Stockholders' Agreement, which terminates a previous stockholders' agreement, dated December 8, 2015, among certain of the parties to this Stockholders' Agreement and provides that for a period of three years after Closing (or such shorter period if certain amounts of stock are divested), the Board will be composed of seven directors and the Consenting Stockholders party to the Stockholders' Agreement will be entitled to nominate and appoint two directors to the Board, subject to certain conditions being met.

The Stockholders' Agreement also provides that after Closing (a) the stockholders party thereto shall be locked up for a period of one year, subject to limited exceptions for sales of a limited amount and sales to pay taxes on vested RSUs or other equity awards under the Company's equity plans, as needed, (b) Parent shall not intentionally take action to delist the Company's Common Stock from a national exchange and (c) certain affiliated transactions after the Closing will require disinterested director approval. Within 45 days after signing the Agreement, the Company expects to mail to its stockholders an Information Statement on Schedule 14-C (the "Information Statement") describing the Business Combination Transaction in detail.

The descriptions of the Voting Agreement and Stockholders' Agreement contained in this Form 8-K do not purport to be complete and are qualified in their entirety by reference to the Voting Agreement and Stockholders' Agreement, which are filed as Exhibit 10.1 and 10.2 to this Form 8-K, respectively, and are incorporated herein by reference.

Spin-Off Documents

Separation Agreement

The Separation Agreement provides for the separation of the IDI Business from the Company's marketing services business (the "Fluent Business") before Closing. Among other things, the Separation Agreement provides for the transfer of certain assets and liabilities of the Company and its subsidiaries to Red Violet and entities that will become Red Violet subsidiaries pursuant to an internal restructuring, in order to separate the IDI Business from the Fluent Business, and sets forth when and how such transfers will occur (the time of such transfer, the "Business Transfer Time").

As part of the separation of the businesses, all cash of the Company, net of any working capital shortfall at the Company as of the Closing, will be allocated to Red Violet. Net working capital of the Company at the Business Transfer Time will be measured against a normalized working capital target of the Company based on a formula to determine the amount of any such shortfall. Red Violet may request as working capital up to $20 million dollars pursuant to a promissory note from the Company before the time of the Spin-Off, which promissory note will be satisfied at Closing from the Cash Consideration.

In addition to assuming all liabilities of the IDI Business, Red Violet will assume all liabilities of the Company not directly related to the Fluent Business, including liabilities relating to exculpation of directors and officers to the extent not covered by insurance, but excluding liabilities related to any transaction litigation and taxes allocated to the Company in the Tax Matters Agreement, as described below.

Red Violet will assume liability for the Company's use of the name "cogint" and litigation related thereto, and will be assigned all rights to the name "cogint."

For a period of five (5) years from the date of the Spin-Off, Red Violet may not, directly or indirectly, conduct any business that is the same as or substantially the same as the business or performance-based digital advertising and marketing services and solutions on behalf of advertisers, publishers, and advertising agencies in any country in which the Company conducted business during the twelve (12) months preceding the date of the Spin-Off. For a period of three (3) years from the date of the Spin-Off, neither cogint nor Red Violet will solicit the other's employees, subject to certain exceptions.

Each of the Company and Red Violet provides general releases to the other party and their affiliates except with respect to the Spin-Off agreements and other customary exceptions.

Red Violet and its subsidiaries will indemnify the Company and its representatives, on a joint and several basis, with respect to all liabilities arising from, the IDI Business, any asset or liability allocated to the IDI Business, any liability not specifically assumed by the Company and a breach under the Spin-Off agreements. The Company and its subsidiaries will indemnify Red Violet and its subsidiaries, on a joint and several basis, with respect to all liability arising from the Fluent Business, any assets or liabilities allocated to the Fluent Business and any breach under the Spin-Off agreements, but with respect to the Fluent Business. Each party's indemnification payments are net of certain insurance proceeds and other amounts. These indemnification obligations survive the Closing.

The description of the Separation Agreement contained in this Form 8-K does not purport to be complete and is qualified in its entirety by reference to the Separation Agreement, which is filed as Exhibit 10.3 to this Form 8-K and is incorporated herein by reference.

Tax Matters Agreement

The Tax Matters Agreement sets out the respective rights, responsibilities, and obligations with respect to taxes (including taxes arising in the ordinary course of business and taxes incurred as a result of the Spin-Off), tax attributes, tax returns, tax contests and certain other tax matters between the Company and Red Violet.

The Tax Matters Agreement allocates responsibility for the preparation, filing, and payment of certain tax returns, including the Company's consolidated federal income tax return, tax returns associated with both the Fluent Business and the IDI Business, and tax returns associated with either the Fluent Business or the IDI Business, in each case for the tax periods prior to, during and following the Closing, and provides for certain reimbursements by the parties.

The Company will generally be liable for its own taxes and taxes of all of its subsidiaries (other than subsidiaries contributed to Red Violet before the Spin-Off, the taxes for which Red Violet shall be liable) for all tax periods before the Business Transfer Time. Red Violet, however, will be responsible for its taxes and for taxes of its subsidiaries, for taxes attributable to the IDI Business, and for taxes of the Company arising as a result of the Spin-Off and certain related transactions (including any taxes resulting from an election under Internal Revenue Code Section 336(e) in connection with the Spin-Off) to the extent the taxable income arising therefrom is not offset by the Company's net operating losses or other tax attributes. Red Violet will bear liability for any transfer taxes incurred in the Spin-Off and certain related transactions.

Each of the Company and Red Violet will indemnify each other against any taxes allocated to such party under the Tax Matters Agreement, any breach of its covenants thereunder, and related out-of-pocket costs and expenses.

The description of the Tax Matters Agreement contained in this Form 8-K does not purport to be complete and is qualified in its entirety by reference to the Tax Matters Agreement, which is filed as Exhibit 10.4 to this Form 8-K and is incorporated herein by reference.

Employee Matters Agreement

The Employee Matters Agreement sets out the respective rights, responsibilities, and obligations with respect to the transfer of certain employees engaged in the IDI Business and related matters, including benefit plans, terms of employment, equity awards, retirement plans, and certain employment matters between the Company and Red Violet in connection with the Spin-Off.

Upon the Spin-Off, Red Violet will assume or retain responsibility as employer of certain employees whose duties primarily relate to the IDI Business, as well as all obligations and liabilities with respect to (i) the employment or retention of Red Violet employees, including liabilities for any employment claims of current or former Red Violet employees, (ii) the Red Violet benefit plans, (iii) all Red Violet employment agreements, and (iv) any other liabilities expressly assigned to Red Violet under the Employee Matters Agreement.

Red Violet employees will cease to participate in any Company employee benefit plans as of the Spin-Off , and will instead be entitled to participate in employee benefit plans established or maintained by the Red Violet, including retirement plans, health and welfare plans, and equity incentive plans. Red Violet employees will be entitled to credit for prior service to the extent afforded under any Company plans for purposes of eligibility to participate and vesting, except to the extent such credit would result in the duplication of benefits for the same period of service.

The Employee Matters Agreement also provides that in connection with the Business Combination Transaction and the Spin-Off all outstanding equity compensation grants of the Company Common Stock will be treated as follows:

- Outstanding Company RSUs will fully vest and the underlying Common Stock will be issued immediately before the Record Date. These newly issued shares of Common Stock will entitle RSU holders to participate in the Cash Dividend and receive Red Violet common stock in the Spin-Off.
- All outstanding Company options, will fully vest and may be exercised for a period of at least ten (10) days before the Record Date at which time all outstanding Company options not exercised before the Record Date will immediately terminate, except for any Company options issued under the Company's 2015 Stock Equity Plan (the "2015 Plan"), which will terminate immediately before the Closing. Shares acquired pursuant to option exercises will be entitled to participate in the Cash Dividend and receive Red Violet common stock in the Spin-Off.
- All outstanding Company restricted shares will fully vest immediately before the Record Date entitling the restricted shares to participate in the Cash Dividend and receive Red Violet common stock in the Spin-Off.

The description of the Employee Matters Agreement contained in this Form 8-K does not purport to be complete and is qualified in its entirety by reference to the Employee Matters Agreement, which is filed as Exhibit 10.5 to this Form 8-K and is incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement.

The information disclosed under Item 1.01 of this report is incorporated by reference into this Item 1.02.

Item 3.02. Unregistered Sales of Equity Securities.

The information disclosed under Item 1.01 of this report is incorporated by reference into this Item 3.02.

Item 5.02. Departure of Directors or Certain Officers; Elections of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Amendment to Reilly Employment Agreement

Effective September 6, 2017, the Company entered into a third amendment to employment agreement with James Reilly relating to his service as President of the Company (the "Reilly Amendment"). Pursuant to the Reilly Amendment, the Company and Mr. Reilly agreed to extend the term of his employment through April 30, 2020 with automatic one year renewals, unless either party provides written notice of termination to the other no less than 120 days prior to the beginning of such renewal term. Also, pursuant to the Reilly Amendment, in the event the Company terminates the employment agreement without cause or any successor of the Company refuses to accept assignment of the employment agreement, or if Mr. Reilly terminates the employment agreement or his employment for good reason, the Company will pay Mr. Reilly the greater of (x) his base salary for the remainder of his term and (y) two years of his base salary, in accordance with the Company's payroll practices in effect from time to time, provided Mr. Reilly is not in violation of the confidentiality, nondisclosure, noncompetition, non-solicitation and non-disparagement provisions of the employment agreement.

The description of the Reilly Amendment contained in this Form 8-K does not purport to be complete and is qualified in its entirety by reference to the Reilly Amendment, which is filed as Exhibit 10.6 to this Form 8-K and is incorporated herein by reference. The Reilly employment agreement, as amended, will be assumed by Red Violet in connection with the Spin-Off.

Consulting Services Agreement

On September 6, 2017, the Company entered into a consulting services agreement with Michael Brauser, effective as of June 23, 2017, for a term of four years (the "Consulting Agreement"). Under the Consulting Agreement, Mr. Brauser will serve as a strategic advisor to cogint and devote up to ten hours per month providing the Company services relating to its organizational and capital structure, future financing needs, and future acquisitions and strategic transactions. In consideration for Mr. Brauser's services, the Consulting Agreement provides for continued vesting on all outstanding RSUs granted to Mr. Brauser before the effective date of the Consulting Agreement.

The description of the Consulting Agreement contained in this Form 8-K does not purport to be complete and is qualified in its entirety by reference to the Consulting Agreement, which is filed as Exhibit 10.7 to this Form 8-K and is incorporated herein by reference. The Consulting Agreement, as amended, will be assumed by Red Violet in connection with the Spin-Off.

Increase in Shares Available for Issuance Under the Plan

Effective September 6, 2017, the Board and the Company's Compensation Committee approved an increase in the number of shares eligible for issuance under the 2015 Plan by 1,000,000, resulting in an aggregate of 13,500,000 shares of Common Stock issuable under the 2015 Plan. Also, the Consenting Stockholders approved the amendment to the 2015 Plan on September 6, 2017.

Equity Grants

Effective September 6, 2017, the Company's Compensation Committee approved equity grants under the 2015 Plan to (i) Derek Dubner, the Company's Chief Executive Officer, of 300,000 shares of Common Stock, (ii) Daniel MacLachlan, the Company's Chief Financial Officer, of 350,000 shares of Common Stock, and (iii) Harry Jordan, the Company's Chief Operating Officer, of 50,000 RSUs. The shares of Common Stock, other than shares that may be sold to cover taxes related to the grants are subject to a lock-up restricting sales of the shares, which lock-up expires with respect to one-third of the shares on each of the first three anniversaries of the grant date. The RSUs vest in three equal annual installments beginning on the first anniversary of the grant date, but will be subject to accelerated vesting in connection with the Spin-Off as described above under the Employee Matters Agreement.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The information disclosed under Item 1.01 of this report is incorporated by reference into this Item 5.07. A form of the Stockholder Written Consent is included as Exhibit B to Exhibit 2.1 of this report, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are furnished as part of this report:

Exhibit No	Exhibit Description
2.1	Business Combination Agreement dated September 6, 2017, by and among Cogint, Inc., and BlueFocus International Limited.[1]
3.1	Form of Amended and Restated Certificate of Incorporation.
3.2	Form of Amendment to Amended and Restated Certificate of Incorporation.
3.3	Form of Amended and Restated Bylaws.

[1] The schedules to the Agreement have been omitted from this filing pursuant to Item 601(b)(2) of Regulation SK. The Company will furnish copies of any such schedules to the U.S. Securities and Exchange Commission upon request.

Exhibit No	Exhibit Description
10.1	Written Consent and Voting Agreement dated September 6, 2017, by and among certain Consenting Stockholders and Blue Focus International Limited.
10.2	Stockholders' Agreement dated September 6, 2017, by and among certain Consenting Stockholders and BlueFocus International Limited.
10.3	Separation and Distribution Agreement dated September 6, 2017, by and among Cogint, Inc. and Red Violet, Inc.
10.4	Tax Matters Agreement dated September 6, 2017, by and among Cogint, Inc. and Red Violet, Inc.
10.5	Employee Matters Agreement dated September 6, 2017, by and among Cogint, Inc. and Red Violet, Inc.
10.6	Third Amendment to Employment Agreement dated September 6, 2017, by and between Cogint, Inc. and James Reilly.
10.7	Consulting Services Agreement, effective as of June 23, 2017, by and between Cogint, Inc. and Michael Brauser.
99.1	Press Release of Cogint, Inc. dated September 7, 2017.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

September 7, 2017

Cogint, Inc.

By: */s/ Derek Dubner*

Name: Derek Dubner
Title: Chief Executive Officer

Exhibit Index

Exhibit No	Exhibit Description
2.1	Business Combination Agreement dated September 6, 2017, by and among Cogint, Inc., and BlueFocus International Limited.[1]
3.1	Form of Amended and Restated Certificate of Incorporation.
3.2	Form of Amendment to Amended and Restated Certificate of Incorporation.
3.3	Form of Amended and Restated Bylaws.
10.1	Written Consent and Voting Agreement dated September 6, 2017, by and among certain Consenting Stockholders and Blue Focus International Limited.
10.2	Stockholders' Agreement dated September 6, 2017, by and among certain Consenting Stockholders and BlueFocus International Limited.
10.3	Separation and Distribution Agreement dated September 6, 2017, by and among Cogint, Inc. and Red Violet, Inc.
10.4	Tax Matters Agreement dated September 6, 2017, by and among Cogint, Inc. and Red Violet, Inc.
10.5	Employee Matters Agreement dated September 6, 2017, by and among Cogint, Inc. and Red Violet, Inc.
10.6	Third Amendment to Employment Agreement dated September 6, 2017, by and between Cogint, Inc. and James Reilly.
10.7	Consulting Services Agreement, effective as of June 23, 2017, by and between Cogint, Inc. and Michael Brauser.
99.1	Press Release of Cogint, Inc. dated September 7, 2017.

[1] The schedules to the Agreement have been omitted from this filing pursuant to Item 601(b)(2) of Regulation SK. The Company will furnish copies of any such schedules to the U.S. Securities and Exchange Commission upon request.

Exhibit 2.1

Execution Version

BUSINESS COMBINATION AGREEMENT

by and between

BLUEFOCUS INTERNATIONAL LIMITED

and

COGINT, INC.

Dated as of September 6, 2017

TABLE OF CONTENTS

BUSINESS COMBINATION AGREEMENT

This BUSINESS COMBINATION AGREEMENT (this "**Agreement**") is made and entered into as of September 6, 2017, by and between BlueFocus International Limited, a private company limited by shares registered in Hong Kong (the "**Parent**"), and Cogint, Inc., a Delaware corporation (the "**Company**"). Each of the Parent and the Company are sometimes referred to as a "**Party**." All capitalized terms that are used but not otherwise defined in this Agreement have the respective meanings given to them in Article I.

RECITALS

A. Upon the terms and subject to the conditions set forth herein, the Company desires to issue and sell to the Parent, and the Parent desires to subscribe for and purchase from the Company, certain shares of Company Common Stock (as defined herein), for and in consideration of the Parent's contribution to the Company of (i) all of the issued and outstanding membership interests, shares of capital stock and/or other equity interests of Vision 7 International Inc., a Canadian company ("**V7**"), We Are Very Social Limited, a limited company domiciled and incorporated in England and Wales ("**WAS**"), Indigo Social, LLC, a Delaware limited liability company ("**Indigo**"), and any Potential Acquisition Target or other entity acquired pursuant to a Permitted Acquisition consummated prior to the Closing, if any (each, an "**Acquisition Entity**"), and V7's, WAS's, Indigo's and any Acquisition Entity's respective Subsidiaries, which may be contributed directly or indirectly through one or more newly formed holding companies directly or indirectly wholly-owned by the Parent (individually or collectively, "**Holdings**") that may acquire V7, WAS, Indigo, any Acquisition Entity and/or their respective Subsidiaries prior to the Closing in accordance with Section 6.21, and (ii) $100,000,000 in cash (the "**Cash Consideration**"), of which the Cash Dividend will be allocated among Company Common Stock and certain other securities convertible into or exchangeable or exercisable for Company Common Stock, all as set forth herein, as a special dividend or payment, in each case, contingent upon the occurrence of the Closing (as defined herein) (the foregoing subscription and contribution transactions, together with the Cash Dividend and the Reverse Stock Split (as defined herein), collectively, the "**Transactions**").

B. The Company Board has (i) determined that it is in the best interests of, and fair to, the Company and its stockholders, and declared it advisable, to enter into this Agreement and consummate the transactions contemplated herein, including the Transactions; (ii) approved the execution and delivery of this Agreement by the Company, the performance by the Company of its covenants and other obligations hereunder, and the consummation of the Transactions upon the terms and conditions set forth herein; (iii) resolved to recommend that the Company Stockholders approve (u) the issuance of the Purchased Shares (as defined herein), (v) the change of control resulting from the issuance of the Purchased Shares, (w) an amendment to the Charter (as defined herein), to increase the number of shares of authorized Company Common Stock to 400,000,000 shares to provide a sufficient number of shares of Company Common Stock for the issuance of the Purchased Shares, (x) an amendment to the Charter, to effect the Reverse Stock Split immediately prior to the issuance of the Purchased Shares, (y) such other amendments to the Charter as contemplated by Section 2.3(a) of this Agreement, and (z) an increase of 1,000,000 shares under the 2015 Plan to allow for certain equity award grants prior to the Closing, each pursuant to this Agreement (together, the "**Voting Matters**"); and (iv) authorized by resolution the taking of the foregoing actions of the holders of Company Common Stock by written consent in lieu of a meeting.

C. The board of directors of the Parent has approved the execution and delivery of this Agreement, the performance by the Parent of its covenants and other obligations hereunder, and the consummation of the Transactions, and the sole shareholder of the Parent has approved the consummation of the Transactions, upon the terms and subject to the conditions set forth herein.

D. It is a condition to the Transactions that the Company distribute to the Company's stockholders, all of the issued and outstanding shares of common stock of a newly formed corporation ("**SpinCo**") which shall be a wholly owned subsidiary of the Company (such distribution referred to as the "**Spin-Off**"), in accordance with the Spin-Off Agreements (as defined herein).

E. The Parent intends to request that certain stockholders of the Company enter into a written consent and voting agreement with the Parent (the "**Voting Agreement**") pursuant to which such stockholders will agree, on the terms and subject to the conditions set forth in the Voting Agreement, to execute and deliver to the Parent a written consent in the form of the Stockholder Consent, pursuant to which such holders shall approve the Voting Matters, in accordance with Section 228 of the DGCL. The Parent further intends to request that the stockholders of the Company delivering the Voting Agreement deliver a stockholders' agreement, to take effect contingent upon the Closing, pursuant to which the Company, the Parent and such stockholders will agree to the post-Closing composition of the Company Board and certain other matters (the "**Stockholders' Agreement**").

F. The Parent and the Company desire to (i) make certain representations, warranties, covenants and agreements in connection with this Agreement and the Transactions; and (ii) prescribe certain conditions with respect to the consummation of the Transactions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the Parent and the Company agree as follows:

ARTICLE I
DEFINITIONS & INTERPRETATIONS

1.1 Certain Definitions. For all purposes of and pursuant to this Agreement, the following capitalized terms have the following respective meanings:

(a) "**2008 Plan**" means the Cogint, Inc. (f/k/a Tiger Media, Inc. f/k/a Search Media Holdings Limited) Amended and Restated 2008 Share Incentive Plan, as amended.

(b) "**2015 Plan**" means the Cogint, Inc. (f/k/a IDI, Inc.) 2015 Stock Incentive Plan, as amended.

(c) "**Acceptable Confidentiality Agreement**" means an agreement with the Company that is either (i) in effect as of the execution and delivery of this Agreement; or (ii) executed, delivered and effective after the execution and delivery of this Agreement, in either case containing provisions that require any counterparty thereto (and any of its Affiliates and Representatives named therein) that receives non-public information of or with respect to the Company to keep such information confidential and use such information only in connection with the evaluation of a negotiated transaction; provided that the provisions thereof are no less restrictive in the aggregate to such counterparty (and any of its Affiliates and Representatives named therein) than the terms of the Confidentiality Agreement. Notwithstanding the foregoing, an "Acceptable Confidentiality Agreement" in effect as of the execution and delivery of this Agreement need not contain any "standstill" or other similar provisions.

(d) "**Acquisition Proposal**" means any offer or proposal (other than an offer or proposal by the Parent or its Affiliates) to engage in, or otherwise that would reasonably be expected to lead to, an Acquisition Transaction.

(e) "**Acquisition Transaction**" means any transaction or series of related transactions (other than the Transactions) involving:

(i) any direct or indirect purchase or other acquisition by any Person or "group" (as defined pursuant to Section 13(d) of the Exchange Act) of Persons, whether from the Company or any other Person(s), of securities representing more than 20% of the total outstanding voting power of the Company, on the one hand, or Holdings or its Subsidiaries, on the other hand, as applicable, after giving effect to the consummation of such purchase or other acquisition, including pursuant to a tender offer or exchange offer by any Person or "group" of Persons that, if consummated in accordance with its terms, would result in such Person or "group" of Persons beneficially owning more than 20% of the total outstanding voting power of the Company, on the one hand, or Holdings or its Subsidiaries, on the other hand, as applicable, after giving effect to the consummation of such tender or exchange offer;

(ii) any direct or indirect purchase or other acquisition by any Person or "group" (as defined pursuant to Section 13(d) of the Exchange Act) of Persons of assets (including equity securities of any of the Company's Subsidiaries) constituting or accounting for more than 20% of the consolidated assets, revenue or net income of the Company and its Subsidiaries, on the one hand, or Holdings or its Subsidiaries, on the other hand, as applicable, in each case taken as a whole (measured by the fair market value thereof as of the date of such purchase or acquisition), excluding the IDI Business or any IDI Subsidiary;

(iii) any merger, consolidation, business combination, recapitalization, reorganization, liquidation, dissolution, winding up of the Company, on the one hand, or Holdings or its Subsidiaries, on the other hand, as

applicable, or other transaction involving the Company, on the one hand, or Holdings or its Subsidiaries, on the other hand, as applicable, pursuant to which any Person or "group" (as defined pursuant to Section 13(d) of the Exchange Act) of Persons would hold securities representing more than 20% of the total outstanding voting power of the Company, on the one hand, or Holdings or its Subsidiaries, on the other hand, as applicable, after giving effect to the consummation of such transaction; or

(iv) any combination of the foregoing.

(f) "**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise.

(g) "**Antitrust Law**" means the Sherman Antitrust Act, the Clayton Antitrust Act, the HSR Act, the Federal Trade Commission Act and all other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or significant impediments or lessening of competition or the creation or strengthening of a dominant position through merger or acquisition, in any case that are applicable to the Transactions.

(h) "**Audited Company Balance Sheet**" means the audited consolidated balance sheet of the Company and its consolidated Subsidiaries as of December 31, 2016, in the Form 10-K for the period ended December 31, 2016.

(i) "**Audited V7 and WAS Balance Sheets**" means the audited consolidated balance sheets of V7 and WAS, respectively, as of December 31, 2016.

(j) "**Baseline Net Working Capital Percentage**" means the combined average of the Net Working Capital Percentages of V7, WAS and Indigo for the three (3) month periods: (a) ending twelve (12) months prior to the calendar month immediately preceding the Closing and (b) the corresponding period ending twenty four (24) months prior to the calendar month immediately preceding the Closing (as applicable).

(k) "**Business Day**" means each day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York or banks located in Hong Kong are closed.

(l) "**Canadian Subsidiaries**" means each of the Subsidiaries of Holdings that is either (i) a resident of Canada for purposes of the Tax Act or (ii) a Canadian partnership for purposes of the Tax Act.

(m) "**Cash Dividend**" means an aggregate amount equal to (i) the Cash Consideration, less (ii) the amount payable by the Company to SpinCo at or immediately after the Closing in satisfaction of all obligations outstanding pursuant to the SpinCo Note, less (iii) the amount of Company Transaction Expenses paid by the Company in accordance with Section 2.1(b)(iii).

(n) "**CFIUS**" means the Committee on Foreign Investment in the United States and each member agency thereof, acting in such capacity.

(o) "**CFIUS Approval**" means (i) CFIUS has issued a written notice that it has concluded a review or investigation of the notification voluntarily provided pursuant to the DPA, with respect to the transactions contemplated by this Agreement, and has terminated all action under the DPA either because it has determined that this is not a "covered transaction" under the DPA or that it has determined that there are no unresolved national security concerns with respect to this Agreement; or (ii) if CFIUS has sent a report to the President of the United States requesting the President's decision and (x) the President has announced a decision not to take any action to suspend or prohibit or place any limitations on the transactions contemplated by this Agreement; or (y) having received a report from CFIUS requesting the President's decision, the President has not taken any action after fifteen (15) days from the date the President received such report from CFIUS.

(p) "**Closing Holdings Revenues**" means the combined consolidated revenues for V7, WAS and Indigo for the three (3) month period ending at the end of the calendar month immediately preceding the Closing, calculated in accordance with IFRS or United Kingdom Generally Accepted Accounting Practice and the requirements of the Companies Act 2006, as applicable, in a manner consistent with past practice.

(q) "**Code**" means the Internal Revenue Code of 1986, as amended, or any successor or superseding statute thereto.

(r) "**Company Board**" means the Board of Directors of the Company.

(s) "**Company Capital Stock**" means the Company Common Stock and the Company Preferred Stock.

(t) "**Company Common Stock**" means the common stock, par value $0.0005 per share, of the Company.

(u) "**Company Intellectual Property Rights**" means any Intellectual Property Rights that are owned by the Company or any of its Subsidiaries.

(v) "**Company Material Adverse Effect**" means any change, event, occurrence, fact, condition, effect or circumstance (each, an "**Effect**"), individually or in the aggregate, and taken together with all other Effects, that has had or would reasonably be expected to have a material adverse effect (A) on the business, operations, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, excluding the IDI Business, or (B) the ability of the Company and its Subsidiaries, taken as a whole, to consummate the Transactions, the Spin-Off or any of the other transactions contemplated hereby; provided, however, that, solely for purposes of clause (A), none of the following will be deemed to be or constitute a Company Material Adverse Effect or will be taken into account when determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur (subject to the limitations set forth below):

(i) changes in general economic conditions in the United States or any other country or region in the world, or changes in conditions in the global economy generally;

(ii) changes in conditions in the financial markets, credit markets or capital markets in the United States or any other country or region in the world, including (1) changes in interest rates or credit ratings in the United States or any other country; (2) changes in exchange rates for the currencies of any country; or (3) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world;

(iii) changes in conditions in the industries in which the Company and its Subsidiaries conduct business;

(iv) changes after the date of this Agreement in regulatory or legislative conditions in the United States or any other country or region in the world;

(v) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, terrorism (including cyber-attacks or cyber terrorism) or military actions (including any escalation or general worsening of any such hostilities, acts of war, sabotage, terrorism or military actions) in the United States or any other country or region in the world;

(vi) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions and other force majeure events in the United States or any other country or region in the world;

(vii) the compliance by the Company and its Subsidiaries with the terms of this Agreement or the Spin-Off Agreements, including any action taken or refrained from being taken pursuant to or in accordance with this Agreement or the Spin-Off Agreements;

(viii) changes or proposed changes after the date of this Agreement in GAAP or other applicable accounting standards or Law (or the enforcement of any of the foregoing);

(ix) any Effect resulting from the announcement, pendency or consummation of this Agreement, the Transactions or the Spin-Off;

(x) changes in the price or trading volume of the Company Common Stock, in and of itself (it being understood that any cause of such change may be deemed to constitute a Company Material Adverse Effect and may be taken into consideration when determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur); and

(xi) any failure, in and of itself, by the Company and its Subsidiaries to meet (1) any public estimates or expectations of the Company's revenue, earnings or other financial performance or results of operations for any period; or (2) any internal budgets, plans, projections or forecasts of its revenues, earnings or other financial performance or results of operations (it being understood that any cause of any such failure may be deemed to constitute a Company Material Adverse Effect and may be taken into consideration when determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur);

provided that the Effects set forth in clauses (i), (ii), (iii), (iv), (v), (vi) and (viii) be taken into account when determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur to the extent any such Effect has had a disproportionate adverse effect (and solely to the extent of such disproportionate adverse effect) on the Company and its Subsidiaries, taken as a whole, excluding the IDI Business, relative to other companies in the industries in which the Company and its Subsidiaries, excluding the IDI Business, conduct business.

(w) "**Company Options**" means any options to purchase shares of Company Common Stock outstanding pursuant to the Company Stock Plans or otherwise.

(x) "**Company Preferred Stock**" means the Convertible Series A preferred stock, par value $0.0001 per share, of the Company and the Convertible Series B preferred stock, par value $0.0001 per share, of the Company.

(y) "**Company Registered Intellectual Property Rights**" means all of the Registered Intellectual Property Rights owned by the Company or any of its Subsidiaries.

(z) "**Company Restricted Stock Unit**" means any restricted stock units outstanding under the Company Stock Plans or otherwise.

(aa) "**Company Stock Plans**" means the 2008 Plan and the 2015 Plan.

(bb) "**Company Stockholders**" means the holders of shares of Company Capital Stock.

(cc) "**Company Transaction Expenses**" means any and all legal, accounting, consulting, investment advisory and other fees, costs and expenses of the Company or any of its Subsidiaries relating to the Transactions and the Spin-Off, including, but not limited to, (i) sale bonuses, stay bonuses, change of control payments, severance payments, or other similar payments paid or payable to any Person (including the employer portion of any payroll, social security, unemployment or similar Tax imposed on amounts paid or payable to employees or independent contractors) by the Company or any of its Subsidiaries solely as a result of the consummation of the Transactions or the Spin-Off, but excluding any SpinCo Liabilities, (ii) any prepayment penalty obligations under the Credit Agreement, (iii) to the extent the Company does not purchase a prepaid "tail" policy with respect to the D&O Insurance prior to the Closing pursuant to Section 6.9(c), the Maximum Annual Premium and (iv) the costs set forth on Section 1.1(cc) of the Company Disclosure Letter.

(dd) "**Company Warrants**" means any outstanding warrants to purchase shares of Company Common Stock.

(ee) "**Continuing Employees**" means each individual who is an employee of the Company or any of its Subsidiaries immediately prior to the Closing (but following the Spin-Off) and continues to be an employee of the Company or one of its Subsidiaries (including Holdings and its Subsidiaries) immediately following the Closing.

(ff) "**Contract**" means any contract, subcontract, instrument, warranty, option, note, bond, mortgage, indenture, lease, license, sublicense, sales or purchase order or other legally binding obligation, commitment, agreement, arrangement or understanding, in each case as amended and supplemented from time to time.

(gg) "**Credit Agreement**" means that certain Credit Agreement, dated December 8, 2015, as amended, by and between Fluent, LLC, a direct wholly owned subsidiary of the Company, as Borrower, the Company, certain subsidiaries of the Company party thereto, the financial institutions party thereto, as lenders, and Whitehorse Finance, Inc., as Administrative Agent.

(hh) "**Customer Data**" means any data or materials provided by or on behalf of, or otherwise relating to, end users or third party providers in connection with the Company's and its Subsidiaries' business and the products, services and technologies offered by the Company and its Subsidiaries.

(ii) "**DOJ**" means the United States Department of Justice or any successor thereto.

(jj) "**DPA**" means Section 721 of the Defense Production Act of 1950, as amended, and all rules and regulations thereunder, including as codified at 31 C.F.R. Part 800 *et seq*.

(kk) "**Employee Matters Agreement**" means the Employee Matters Agreement, a copy of which is attached hereto as Exhibit E.

(ll) "**Environmental Law**" means any applicable Law, and any Order with any Governmental Authority that is binding on a Person: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Substances. The term "Environmental Law" includes the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§

9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(mm) "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

(nn) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(oo) "**FCPA**" means the Foreign Corrupt Practices Act of 1977, as amended.

(pp) "**Financing Sources**" means the Persons that have entered or will enter into agreements in connection with any Financing, and any joinder agreements, indentures or credit agreements entered into pursuant thereto or relating thereto, together with their Affiliates, officers, directors, employees, agents and Representatives involved in the Financing and their successors and assigns.

(qq) "**FTC**" means the United States Federal Trade Commission or any successor thereto.

(rr) "**Fully Diluted Basis**" means, with respect to any class of Company Securities, all outstanding shares and all shares issuable in respect of outstanding securities convertible into or exchangeable for such shares, all outstanding stock appreciation rights, options, warrants and other rights to purchase or subscribe for, or outstanding contractual obligations to issue, such class of Company Securities or securities convertible into or exchangeable for such class of Company Securities.

(ss) "**GAAP**" means generally accepted accounting principles in the United States, applied on a consistent basis.

(tt) "**Governmental Authority**" means any government, governmental or quasi-governmental authority, or any regulatory entity or body, department, commission, board, agency, instrumentality, taxing authority, political subdivision, bureau, and any court, tribunal, or judicial body, in each case whether supranational, national, federal, state, municipal, county or provincial, and whether of the United States or any other jurisdiction.

(uu) "**Hazardous Substance**" means (i) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is defined as "hazardous", "acutely hazardous", or "toxic" under Environmental Law, and (ii) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, urea formaldehyde foam insulation and polychlorinated biphenyls.

(vv) "**Holdings Capital Stock**" means the capital stock and/or other equity interests of Holdings.

(ww) "**Holdings Intellectual Property Rights**" means any Intellectual Property Rights that are owned by Holdings or any of its Subsidiaries.

(xx) "**Holdings Normalized Net Working Capital**" means an amount equal to the Baseline Net Working Capital Percentage multiplied by the Closing Holdings Revenues, which amount may be a working capital deficiency.

(yy) "**Holdings Registered Intellectual Property Rights**" means all of the Registered Intellectual Property Rights owned by Holdings or any of its Subsidiaries.

(zz) "**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

(aaa) "**IDI Business**" has the meaning set forth in the Separation and Distribution Agreement.

(bbb) "**IFRS**" means the International Financial Reporting Standards as issued by the International Accounting Standards Board (IASB), applied on a consistent basis.

(ccc) "**Indebtedness**" means any of the following Liabilities or obligations, with respect to any Person and its Subsidiaries: (i) indebtedness for borrowed money (including any principal, premium, accrued and unpaid interest, related expenses, prepayment penalties, commitment and other fees); (ii) Liabilities evidenced by bonds, debentures, notes, or other debt securities; (iii) Liabilities evidencing amounts drawn on letters of credit or banker's acceptances or similar items; (iv) Liabilities related to the deferred purchase price of property or services (including any seller notes or earn out obligations) other than those trade payables incurred in the ordinary course of business; (v) Liabilities arising from overdrafts; (vi) Liabilities pursuant to capitalized leases that should be, in accordance with GAAP or IFRS (as applicable), recorded as capital leases; (vii) Liabilities pursuant to conditional sale or other title retention agreements; (viii) Liabilities arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates; and (ix) indebtedness of others guaranteed by such Person or any of its Subsidiaries or secured by any Lien, other than a Permitted Lien, on the assets of such Person or any of its Subsidiaries.

(ddd) "**Information Technology**" means all computer hardware, Software, microprocessors, networks, firmware and other information technology and communications equipment used in the operations of a Person or any of its Subsidiaries.

(eee) "**Intellectual Property Rights**" means the rights associated with the following: (i) all inventions, and all improvements thereto, and all patents and patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof ("**Patents**"); (ii) all copyrights, copyright registrations

and applications therefor and all other rights corresponding thereto throughout the world ("**Copyrights**"); (iii) all trademarks, service marks, trade dress rights and similar designation of origin and rights therein, together with all goodwill associated therewith, and all applications, registrations and renewals in connection therewith ("**Marks**"); (iv) all trade secrets and confidential information ("**Trade Secrets**"); (v) all data collections and databases and documentation related thereto; (vi) all rights in domain names, web sites, uniform resource locators, social media addresses and handles, and other locators associated with the Internet ("**Domain Names**"); (vii) registered designs and design rights ("**Designs**"); and (viii) any other material intellectual property or similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(fff) "**Interim Stock Issuance**" means the issuance of up to 5,500,000 shares of Company Common Stock for SpinCo's working capital purposes, provided that such issuance (i) must be completed prior to the Record Date, (ii) may only be made (1)(x) through a private placement exempt from registration under the Securities Act pursuant to Section 4(a)(2) thereof and Rule 506 of Regulation D thereunder or (y) pursuant to the company's shelf Registration Statement on Form S-3, Registration No. 333-205614, provided, however, that the disclosures included in any private placement memorandum or similar document related to such private placement and the disclosures included in any prospectus supplement, post-effective amendment or similar document related to such shelf Registration Statement on Form S-3 must, in each case, be consistent with the information included in the Information Statement, Proxy Statement or SpinCo Registration Statement, as applicable, and, in each case, shall be subject to the Parent's reasonable opportunity to review and comment thereon, which comments shall be considered by the Company in good faith and (2) to Qualified Institutional Buyers, as defined in Rule 144A under the Securities Act, that have an existing relationship with the Company as of the date hereof and (iii) shall not be permitted if it would reasonably be expected to delay any review, or declaration of effectiveness, of the Information Statement, Proxy Statement or SpinCo Registration Statement, as applicable, or otherwise delay the Closing.

(ggg) "**IRS**" means the United States Internal Revenue Service or any successor thereto.

(hhh) "**Knowledge**" of (i) the Company, with respect to any matter in question, means the actual knowledge of the Persons set forth on Schedule I, in each case, after reasonable inquiry, and (ii) the Parent, with respect to any matter in question, means the actual knowledge of the Persons set forth on Schedule II, in each case, after reasonable inquiry.

(iii) "**Law**" shall mean any and all applicable federal, state, local, municipal, foreign or other law, statute, constitution, ordinance, code, regulation, ruling or other legal requirement enacted, adopted, implemented or otherwise in effect by or under the authority of any Governmental Authority.

(jjj) "**Legal Proceeding**" means any claim, action, charge, lawsuit, litigation, arbitration, hearing or proceeding that has been made public or of which a Person has received written notice, administrative enforcement proceeding or other similarly formal legal proceeding (including civil, criminal, administrative or appellate proceeding) commenced, brought, conducted or heard by or pending before any Governmental Authority, arbitrator, mediator or other tribunal.

(kkk) "**Liabilities**" shall mean any liability or obligation (whether accrued, absolute, contingent, matured, unmatured or otherwise, and whether required or not required to be recorded or reflected on a balance sheet prepared in accordance with GAAP or IFRS, as applicable).

(lll) "**Lien**" shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, option, right of first refusal, community property interest or restriction of any nature (excluding restriction on the voting of any security and any restriction on the transfer of any security arising under applicable securities Laws).

(mmm) "**Material Company Contract**" means any of the following Contracts to which the Company or any of its Subsidiaries is a party or any of their respective assets are bound; provided, however, each of clauses (i) through (xv) below are subject to the first sentence of the preamble to Article III and shall only apply to the extent any Contract or arrangement referred to in clauses (i) through (xv) would be binding on the Company or its Subsidiaries at the Closing (for clarity's sake, after giving effect to the Spin-Off):

(i) any "material contract" (as defined in Item 601(b)(10) of Regulation S-K of the Securities Act, other than those agreements and arrangements described in Item 601(b)(10)(iii) of Regulation S-K) with respect to the Company and its Subsidiaries, taken as a whole;

(ii) any employment, consulting or other compensatory Contract of the Company or one of its Subsidiaries pursuant to which the Company or one of its Subsidiaries has continuing obligations as of the date of this Agreement with any current or former (x) executive officer of the Company, (y) other employee of the Company or one of its Subsidiaries providing for an annual base salary in excess of $300,000, or (z) any member of the Company Board;

(iii) any Contract providing for indemnification or any guaranty by the Company or any Subsidiary thereof, in each case that is (1) material to the Company and its Subsidiaries, taken as a whole, and (2) under which the Company has continuing indemnification obligations, other than (A) any guaranty by the Company or a Subsidiary thereof of any of the obligations of (x) the Company or another wholly-owned Subsidiary thereof or (y) any Subsidiary (other than a wholly-owned Subsidiary) of the Company that was entered into in the ordinary course of business consistent with past practice, (B) any Contract providing for indemnification of customers or other Persons pursuant to Contracts entered into in the ordinary course of business consistent with past practice or (C) Contracts entered into in connection with the purchase, sale or leasing of real property in the ordinary course of business consistent with past practice;

(iv) any Contract with any of the 10 largest customers the Company and its Subsidiaries, determined on the basis of revenues received by each division of the Company and its Subsidiaries for the year ended December 31, 2016;

(v) any Contract containing any covenant (1) limiting in any material respect the right of the Company or any of its Subsidiaries to engage in any line of business or to compete with any Person in any line of business; or (2) prohibiting the Company or any of its Subsidiaries from engaging in any business with any Person or levying a fine, charge or other payment for doing so, in each case other than any such Contracts that (A) may be cancelled without Liability to the Company or its Subsidiaries upon notice of ninety (90) days or less; and (B) are not material to the Company and its Subsidiaries, taken as a whole;

(vi) any Contract that requires the Company or any of its Subsidiaries to deal exclusively with any Person with respect to any matter or that provides "most favored nation" pricing or terms to the other party to such Contract or any third party, in each case other than any such Contracts that (1) may be cancelled without Liability to the Company or its Subsidiaries upon notice of ninety (90) days or less; and (2) are not material to the Company and its Subsidiaries, taken as a whole;

(vii) any Contract (A) relating to the disposition or acquisition, directly or indirectly, of assets with a fair market value in excess of $500,000 by the Company or any of its Subsidiaries after the date of this Agreement other than in the ordinary course of business consistent with past practice; (B) pursuant to which the Company or any of its Subsidiaries will acquire any material ownership interest in any other Person or other business enterprise other than any Person that is a Subsidiary of the Company as of the date of this Agreement; or (C) relating to any financial advisor's, investment banking, brokerage, finder's or other fee or commission relating to the disposition or acquisition, directly or indirectly, of assets (or any division or business) by the Company or any of its Subsidiaries;

(viii) any mortgages, indentures, guarantees, loans or credit agreements, security agreements, letters of credit, interest rate or currency swap agreements, or other Contracts relating to the borrowing of money or extension of credit or other Indebtedness, in each case in excess of $200,000, other than (1) accounts receivables and payables in the ordinary course of business consistent with past practice; (2) loans to Subsidiaries of the Company in the ordinary course of business consistent with past practice; and (3) extensions of credit to customers in the ordinary course of business consistent with past practice;

(ix) any employee collective bargaining agreement or other Contract with any labor union;

(x) any Contract providing for the payment, increase or vesting of any material benefits or compensation in connection with the Transactions (other than Contracts evidencing Company Restricted Stock Units or Company Options);

(xi) any Contract providing for cash severance payments in excess of $50,000 (other than those pursuant to which severance is required by applicable Law);

(xii) any Contract providing for indemnification of any current or former officer, director or employee by the Company or any of its Subsidiaries;

(xiii) any Contract that involves a material joint venture, limited liability company or partnership with any third Person (other than solely among the Company and any of its Subsidiaries);

(xiv) any Contract or series of Contracts with any customer of the Company or a Subsidiary that is reasonably expected to generate at least $1,500,000 in revenue in any one (1) year period; and

(xv) any Contract or series of Contracts with any service provider, vendor or supplier of the Company or a Subsidiary that is reasonably expected to involve at least $500,000 in payments by the Company or a Subsidiary in any one (1) year period.

(nnn) "**Material Holdings Contract**" means any of the following Contracts to which Holdings or any of its Subsidiaries is a party or any of their respective assets are bound:

(i) any employment, consulting or other compensatory Contract of Holdings or any of its Subsidiaries pursuant to which Holdings or any of its Subsidiaries has continuing obligations as of the date of this Agreement with any current or former (1) executive officer of Holdings or any of its Subsidiaries, or (2) other employee of Holdings or any of its Subsidiaries providing for an annual base salary in excess of $300,000;

(ii) any Contract providing for indemnification or any guaranty by Holdings or any of its Subsidiaries, in each case that is (1) material to Holdings and its Subsidiaries, taken as a whole, and (2) under which Holdings or its Subsidiaries has continuing indemnification obligations, other than (A) any guaranty by Holdings or any of its Subsidiaries thereof of any of the obligations of (x) Holdings or any of its Subsidiaries thereof or (y) any Subsidiary of Holdings that was entered into in the ordinary course of business consistent with past practice, (B) any Contract providing for indemnification of customers or other Persons pursuant to Contracts entered into in the ordinary course of business consistent with past practice or (C) Contracts entered into in connection with the purchase, sale or leasing of real property in the ordinary course of business consistent with past practice;

(iii) any Contract with any of the 10 largest customers of Holdings and its Subsidiaries, respectively, determined on the basis of revenues received by each division of Holdings and its Subsidiaries for the year ended December 31, 2016;

(iv) any Contract containing any covenant (1) limiting in any material respect the right of Holdings or any of its Subsidiaries to engage in any line of business or to compete with any Person in any line of business; or (2) prohibiting Holdings or any of its Subsidiaries from engaging in any business with any Person or levying a fine, charge or other payment for doing so, in each case other than any such Contracts that (x) may be cancelled without Liability to Holdings or its Subsidiaries upon notice of ninety (90) days or less; and (y) are not material to Holdings and its Subsidiaries, taken as a whole;

(v) any Contract that requires Holdings or any of its Subsidiaries to deal exclusively with any Person with respect to any matter or that provides "most favored nation" pricing or terms to the other party to such Contract or any third party, in each case other than any such Contracts that (1) may be cancelled without Liability to Holdings or its Subsidiaries upon notice of ninety (90) days or less; and (2) are not material to Holdings and its Subsidiaries, taken as a whole;

(vi) any Contract (1) relating to the disposition or acquisition, directly or indirectly, of assets with a fair market value in excess of $500,000 by Holdings or any of its Subsidiaries after the date of this Agreement other than in the ordinary course of business consistent with past practice; (2) pursuant to which Holdings or any of its Subsidiaries will acquire any material ownership interest in any other Person or other business enterprise other than any Person that is a Subsidiary of Holdings as of the date of this Agreement; or (3) relating to any financial advisor's, investment banking, brokerage, finder's or other fee or commission relating to the disposition or acquisition, directly or indirectly, of assets (or any division or business) by Holdings or any of its Subsidiaries;

(vii) any mortgages, indentures, guarantees, loans or credit agreements, security agreements, letters of credit, interest rate or currency swap agreements, or other Contracts relating to the borrowing of money or extension of credit or other Indebtedness, in each case in excess of $200,000, other than (1) accounts receivables and payables in the ordinary course of business consistent with past practice; (2) loans to Subsidiaries of Holdings in the ordinary course of business consistent with past practice; and (3) extensions of credit to customers in the ordinary course of business consistent with past practice;

(viii) any employee collective bargaining agreement or other Contract with any labor union;

(ix) any Contract providing for the payment, increase or vesting of any material benefits or compensation in connection with the Transactions;

(x) any Contract providing for cash severance payments in excess of $50,000 (other than those pursuant to which severance is required by applicable Law);

(xi) any Contract providing for indemnification of any current or former officer, director or employee by the Company or any of its Subsidiaries;

(xii) any Contract that involves a joint venture, limited liability company or partnership with any third Person (other than solely among the Company and any of its Subsidiaries);

(xiii) any Contract or series of Contracts with any customer of Holdings or a Subsidiary that is reasonably expected to generate at least $1,500,000 in revenue in any one (1) year period; and

(xiv) any Contract or series of Contracts with any service provider, vendor or supplier of Holdings or a Subsidiary that is reasonably expected to involve at least $500,000 in payments by Holdings or a Subsidiary in any one (1) year period.

(ooo) "**NASDAQ**" means The NASDAQ Global Market and any successor stock exchange or inter-dealer quotation system operated by The Nasdaq Stock Market, LLC or any successor thereto.

(ppp) "**Net Working Capital**" means an amount in U.S. dollars equal to the total book value of the consolidated current assets of V7, WAS and Indigo, minus the total book value of the consolidated current liabilities of V7, WAS and Indigo, in each case, calculated in accordance with IFRS or United Kingdom Generally Accepted Accounting Practice and the requirements of the Companies Act 2006, as applicable, in a manner consistent with the Audited V7 and WAS Balance Sheets; provided, however, that the following items shall be excluded from the calculation of the consolidated current assets and consolidated current liabilities of V7, WAS and Indigo: (i) cash and cash equivalents, (ii) current portion of long-term debt, (iii) related party balances, (iv) accrued interest, (v) accrued severance and (v) the current portion of deferred taxes.

(qqq) "**Net Working Capital Percentage**" means, for any three (3) month period, the average monthly Net Working Capital of V7, WAS and Indigo for such period, divided by the combined consolidated revenues for V7, WAS and Indigo over such period, in each case, calculated in accordance with IFRS or United Kingdom Generally Accepted Accounting Practice and the requirements of the Companies Act 2006, as applicable, in a manner consistent with past practice.

(rrr) "**Order**" shall mean any order, judgment, decision, decree, injunction, ruling, award, settlement, stipulation or writ of any Governmental Authority of competent jurisdiction (whether temporary, preliminary or permanent) that is binding on any Person or its property under applicable Law.

(sss) "**Parent Material Adverse Effect**" means any Effect, individually or in the aggregate, and taken together with all other Effects, that has had or would reasonably be expected to have a material adverse effect (A) on the business, operations, financial condition or results of operations of Holdings and its Subsidiaries, taken as a whole, or (B) the ability of the Parent to consummate the Transactions or any of the other transactions contemplated hereby; provided, however, that, solely for purposes of clause (A), none of the following will be deemed to be or constitute a Parent Material Adverse Effect or will be taken into account when determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur (subject to the limitations set forth below):

(i) changes in general economic conditions in the United States or any other country or region in the world, or changes in conditions in the global economy generally;

(ii) changes in conditions in the financial markets, credit markets or capital markets in the United States or any other country or region in the world, including (1) changes in interest rates or credit ratings in the United States or any other country; (2) changes in exchange rates for the currencies of any country; or (3) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world;

(iii) changes in conditions in the industries in which Holdings and its Subsidiaries conduct business;

(iv) changes after the date of this Agreement in regulatory or legislative conditions in the United States or any other country or region in the world;

(v) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, terrorism (including cyber-attacks or cyber terrorism) or military actions (including any escalation or general worsening of any such hostilities, acts of war, sabotage, terrorism or military actions) in the United States or any other country or region in the world;

(vi) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions and other force majeure events in the United States or any other country or region in the world;

(vii) the compliance by the Parent with the terms of this Agreement, including any action taken or refrained from being taken pursuant to or in accordance with this Agreement;

(viii) changes or proposed changes after the date of this Agreement in IFRS or other accounting standards or Law (or the enforcement of any of the foregoing);

(ix) any Effect resulting from the announcement, pendency or consummation of this Agreement or the Transactions;

(x) any failure, in and of itself, by Holdings and its Subsidiaries to meet (1) any public estimates or expectations of Holdings' revenue, earnings or other financial performance or results of operations for any period; or (2) any internal budgets, plans, projections or forecasts of its revenues, earnings or other financial performance or results of operations (it being understood that any cause of any such failure may be deemed to constitute a Parent Material Adverse Effect and may be taken into consideration when determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur);

provided that the Effects set forth in clauses (i), (ii), (iii), (iv), (v), (vi) and (viii) be taken into account when determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur to the extent any such Effect has had a disproportionate adverse effect (and solely to the extent to such disproportionate adverse effect) on Holdings and its Subsidiaries, taken as a whole, relative to other companies in the industries in which Holdings and its Subsidiaries conduct business.

(ttt) "**Permitted Acquisitions**" has the meaning specified in Section 1.1(ttt) of the Parent Disclosure Letter.

(uuu) "**Permitted Liens**" means any of the following with respect to a Person or its Subsidiaries: (i) Liens for Taxes, assessments and governmental charges or levies not yet due and payable or delinquent or that are being contested in good faith and by appropriate proceedings and for which appropriate reserves have been established on the consolidated financial statements of such Person and its Subsidiaries to the extent required by GAAP or IFRS, as applicable; (ii) mechanics', carriers', workmen's, warehouseman's, repairmen's, materialmen's, construction, or other similar Liens arising or incurred in the ordinary course of business consistent with past practice that are being contested in good faith and by appropriate proceedings and for which appropriate reserves have been established on the consolidated financial statements of such Person and its Subsidiaries in accordance with GAAP or IFRS, as applicable; (iii) pledges or deposits to secure obligations pursuant to workers' compensation, unemployment insurance, social security, retirement and similar legislation or to secure public or statutory obligations; (iv) pledges and deposits to secure the performance of bids, trade contracts, leases, surety and appeal bonds, performance bonds and other obligations of a similar nature, in each case, in the ordinary course of business consistent with past practice; (v) covenants, conditions, restrictions, easements, minor imperfections of title and other similar non-monetary matters affecting title to such Person's or its Subsidiaries' owned or leased real property; provided that such items are complied with and do not, in the aggregate, materially adversely affect: (a) the current use and operation of such real property and (b) the marketability of such real property; (vi) any right of way or easement related to public roads and highways affecting such real property; (vii) zoning, entitlement, building and other land use regulations imposed by Governmental Authorities having jurisdiction over such Person's or its Subsidiaries' owned or leased real property that are not violated by the current use and operation of such real property; (viii) Liens the existence of which are disclosed in the notes to the financial statements of a Party or its Subsidiaries made available to the other Party prior to the date of this Agreement;

(ix) statutory, common law or contractual Liens of landlords or Liens against the interests of the landlord or owner of any leased real property unless caused by such Person or any of its Subsidiaries; or (x) Liens related to any leased personal property of such Person or any of its Subsidiaries; (xi) other Liens that, in the aggregate, do not materially impair the value or the continued use and operation of the assets or properties to which they relate.

(vvv) "**Person**" means any individual, corporation (including any non-profit corporation), limited liability company, joint stock company, general partnership, limited partnership, limited liability partnership, estate, trust, firm, Governmental Authority or other enterprise, association, organization, entity or "group" (as defined in Section 13(d)(3) of the Exchange Act).

(www) "**Personal Data**" means any and all personally identifiable data or information concerning any individual, including consumer personal information and employee personnel records, obtained by or on behalf of a Person or its Subsidiaries from any source, excluding personally identifiable data that is excluded from the scope of applicable Laws regarding such data because it is public or publicly available.

(xxx) "**Potential Acquisition Target**" has the meaning specified in Section 1.1(xxx) of the Parent Disclosure Letter.

(yyy) "**Promissory Notes**" means the promissory notes issued by the Company on December 8, 2015 and payable to each of Frost Gamma Investment Trust, Michael Brauser and Barry Honig, in the amounts of $5 million, $4 million and $1 million, respectively, and any new promissory notes that may be issued by the Company to any such holders prior to the Closing, provided that no such issuance may result in a breach of Section 5.2(vi)(A) as of the Closing, and provided further, that any such new issuance shall be based substantially on the form of the Promissory Notes existing as of the date hereof and may have terms not more favorable to the holder in the aggregate than those of the Promissory Notes existing as of the date hereof.

(zzz) "**Record Date**" means the close of business on the date to be determined by the Company Board, with the reasonable prior approval of the Parent, as the record date for determining stockholders of the Company (i) entitled to receive shares of SpinCo Common Stock (as defined in the Separation and Distribution Agreement) in the Spin-Off and (ii) entitled to receive the Cash Dividend.

(aaaa) "**Registered Intellectual Property Rights**" means all United States, international and foreign (i) Patents and Patent applications (including provisional applications); (ii) registered Marks and applications to register Marks (including intent-to-use applications, or other registrations or applications related to Marks); (iii) registered Copyrights and applications for Copyright registration; (iv) registered Domain Names; and (v) registered Designs.

(bbbb) "**Reverse Stock Split**" means a reverse stock split of the outstanding shares of the Company Common Stock at a ratio within the range of two-to-one and four-to-one; provided, that the approval of the Reverse Stock Split by the holders of Company Common Stock shall grant the Company Board the discretion determine such ratio and to abandon the Reverse Stock Split altogether.

(cccc) "**Sarbanes-Oxley Act**" means the Sarbanes-Oxley Act of 2002.

(dddd) "**SEC**" means the United States Securities and Exchange Commission or any successor thereto.

(eeee) "**Securities Act**" means the Securities Act of 1933, as amended.

(ffff) "**Separation and Distribution Agreement**" means the Separation and Distribution Agreement, a copy of which is attached hereto as Exhibit C.

(gggg) "**Software**" means any and all computer software and code, whether in source code, object code, or executable code format, including systems software, application software (including mobile apps), firmware, middleware, libraries and databases.

(hhhh) "**Spin-Off Agreements**" means the Separation and Distribution Agreement, the Tax Matters Agreement, the Employee Matters Agreement and each Contract ancillary thereto.

(iiii) "**SpinCo Assets**" has the meaning set forth in the Separation and Distribution Agreement.

(jjjj) "**SpinCo Liabilities**" has the meaning set forth in the Separation and Distribution Agreement.

(kkkk) "**SpinCo Note**" has the meaning set forth in the Separation and Distribution Agreement.

(llll) "**SpinCo Subsidiaries**" has the meaning set forth in the Separation and Distribution Agreement.

(mmmm) "**Spreadsheet**" means a spreadsheet setting forth all of the following information (in addition to other similar capitalization information reasonably requested by the Parent):

(i) the number of issued and outstanding shares of Company Common Stock as of the date that is closest to the Closing as practicable (with any deviation from the Closing Date due solely to the Company's transfer agent requiring reasonable advance notice in order to certify such number);

(ii) the number of (1) Company Options, (2) Company Restricted Stock Units, (3) Company Warrants and (4) all other Company Securities convertible into or exchangeable or exercisable for Company Common Stock outstanding as of immediately prior to the Closing, as well as the names of the holders of each of the foregoing; and

(iii) the Share Amount and the number of shares of Company Common Stock that the Parent is entitled to receive upon the Closing in connection with the Transactions as set forth in Section 2.1(b)(iv).

(nnnn) "**Stockholder Consent**" means a written consent of the holders representing the voting power constituting the Requisite Stockholder Approvals, duly executed and delivered by all such record holders, resolving to approve the issuance of the Purchased Shares pursuant to this Agreement.

(oooo) "**Subsidiary**" of any Person means (i) a corporation more than 50% of the combined voting power of the outstanding voting stock of which is owned, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person or by such Person and one or more other Subsidiaries of such Person; (ii) a partnership of which such Person or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries thereof, directly or indirectly, is the general partner and has the power to direct the policies, management and affairs of such partnership; (iii) a limited liability company of which such Person or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries of such Person, directly or indirectly, is the managing member (or has the right to appoint a majority of the manager(s) of such company) and has the power to direct the policies, management and affairs of such company; or (iv) any other Person (other than a corporation, partnership or limited liability company) in which such Person or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries of such Person, directly or indirectly, has at least a majority ownership and the power to direct the policies, management and affairs thereof.

(pppp) "**Superior Proposal**" means any bona fide written Acquisition Proposal for an Acquisition Transaction on terms that the Company Board (or a committee thereof) has determined in good faith (after consultation with its financial advisor and outside legal counsel) taking into account all relevant legal, financial and regulatory aspects of such Acquisition Proposal and the likelihood of the consummation of such Acquisition Transaction would be more favorable, from a financial point of view, to the Company Stockholders (in their capacity as such) than the Transactions and the Spin-Off (taking into account any revisions to this Agreement made or proposed in writing by the Parent pursuant to Section 5.5(d) prior to the time of such determination). For purposes of the reference to an "**Acquisition Proposal**" in this definition, all references to "20%" in the definition of "**Acquisition Transaction**" will be deemed to be references to "50%."

(qqqq) "**Tax**" means all federal, provincial, state or local, foreign and other income, revenue, alternative or add-on minimum, franchise, profits, gross receipts, capital, capital gains, transfer, sales, use, goods and services, value added, occupation, property, excise, severance, windfall profits, stamp, license, payroll, ad valorem, turnover, withholding, and other taxes, including government pension plan contributions or premiums, employment/unemployment insurance contributions or premiums, health taxes, workers' compensation premiums and custom duties, and all estimated taxes, together with any interest, penalties and other additions to tax imposed by any Governmental Authority of any jurisdiction.

(rrrr) "**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supplement).

(ssss) "**Tax Matters Agreement**" means the Tax Matters Agreement, a copy of which is attached hereto as Exhibit D.

(tttt) "**Transaction Litigation**" means any Legal Proceeding commenced or threatened against the Company or any of its Subsidiaries or Affiliates or otherwise relating to, involving or affecting the Company or any of its Subsidiaries or Affiliates, in each case in connection with, arising from or otherwise relating to the Transactions, the Spin-Off or any other transaction contemplated by this Agreement, including any Legal Proceeding alleging or asserting any misrepresentation or omission in the Information Statement or Proxy Statement. For the avoidance of doubt, any expenses incurred by the Company or any of its Subsidiaries or Affiliates incurred from and after the Closing in connection with any Transaction Litigation shall not be deemed Company Transaction Expenses hereunder.

(uuuu) "**TransUnion Settlement Agreement**" has the meaning specified in Section 1.1(uuuu) of the Parent Disclosure Letter.

1.2 Additional Definitions.

The following capitalized terms have the respective meanings given to them in the respective Sections of this Agreement set forth opposite each of the capitalized terms below:

Term	Section Reference
$	1.3(e)
Acquisition Entity	Recitals
Advisor	3.3(b)
Agreement	Preamble
Alternative Acquisition Agreement	5.5(a)
Bylaws	2.3(b)
Capitalization Date	3.7(a)
Cash Consideration	Recitals
CCC	4.35(a)
CFPOA	4.35(a)
Charter	2.3(a)
Chosen Courts	9.10
Closing	2.2
Closing Date	2.2
Collective Bargaining Agreement	3.19(a)
Company	Preamble
Company Board Recommendation	3.3(a)
Company Board Recommendation Change	5.5(c)(i)
Company Disclosure Letter	Article III
Company Employee Plans	3.18(a)
Company IP Contracts	3.16(c)
Company Lease	3.14(a)

Representatives	5.5(a)
Requisite Stockholder Approvals	3.4
SEC Clearance Date	6.3(d)
Share Amount	2.1(b)(iv)
SpinCo	Recitals
Spin-Off	Recitals
Spin-Off Registration Statement	6.18(a)
Stockholders' Agreement	Recitals
Tangible Company Assets	3.14(b)
Tangible Holdings Assets	4.25(b)
Tax Returns	3.17(a)
Termination Date	8.1(c)
Transactions	Recitals
V7	Recitals
Voting Agreement	Recitals
Voting Matters	Recitals
WARN Act	3.19(c)
WAS	Recitals

1.3 Certain Interpretations.

(a) When a reference is made in this Agreement to an Article or a Section, such reference is to an Article or a Section of this Agreement unless otherwise indicated. When a reference is made in this Agreement to a Schedule or Exhibit, such reference is to a Schedule or Exhibit to this Agreement, as applicable, unless otherwise indicated.

(b) When used herein, (i) the words "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; and (ii) the words "include," "includes" and "including" will be deemed in each case to be followed by the words "without limitation."

(c) Unless the context otherwise requires, "neither," "nor," "any," "either" and "or" are not exclusive.

(d) The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and does not simply mean "if."

(e) When used in this Agreement, references to "**$**" are references to U.S. dollars. To the extent any thresholds contained herein are denoted in U.S. dollars, such amount shall be deemed to also mean the equivalent amount in any other currencies which may be applicable for the item in question.

(f) The meaning assigned to each capitalized term defined and used in this Agreement is equally applicable to both the singular and the plural forms of such term, and words denoting any gender include all genders. Where a word or phrase is defined in this Agreement, each of its other grammatical forms has a corresponding meaning.

(g) When reference is made to any party to this Agreement or any other agreement or document, such reference includes such Party's successors and permitted assigns. References to any Person include the successors and permitted assigns of that Person.

(h) Unless the context otherwise requires, all references in this Agreement to the Subsidiaries of a Person will be deemed to include all direct and indirect Subsidiaries of such entity.

(i) A reference to any specific legislation or to any provision of any legislation includes any amendment to, and any modification, re-enactment or successor thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued thereunder or pursuant thereto, except that, for purposes of any representations and warranties in that Agreement that are made as a specific date, references to any specific legislation will be deemed to refer to such legislation or provision (and all rules, regulations and statutory instruments issued thereunder or pursuant thereto) as of such date. References to any agreement or Contract are to that agreement or Contract as amended, modified or supplemented from time to time.

(j) All accounting terms used herein will be interpreted, and all accounting determinations hereunder will be made, in accordance with GAAP (with respect to the Company and its Subsidiaries) or IFRS (with respect to the Parent, Holdings and their respective Subsidiaries).

(k) The table of contents and headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision hereof.

(l) The Parties agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and therefore waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

(m) No summary of this Agreement or any Exhibit or Schedule delivered herewith prepared by or on behalf of any Party will affect the meaning or interpretation of this Agreement or such Exhibit or Schedule.

(n) The information contained in this Agreement and in the Company Disclosure Letter and the Parent Disclosure Letter is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third Person of any matter whatsoever, including (i) any violation of Law or breach of contract; or (ii) that such information is material or that such information is required to be referred to or disclosed under this Agreement.

(o) The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with Section 9.17 without notice or Liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties

of risks associated with particular matters regardless of the knowledge of any of the Parties. Consequently, Persons other than the Parties may not rely on the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

(p) Documents or other information or materials will be deemed to have been "made available" by the Company if such documents, information or materials have been (i) posted to a virtual data room managed by the Company at https://services.intralinks.com/login; or (ii) delivered or provided to the Parent or its Affiliates or Representatives, in each case at any time prior to the execution and delivery of this Agreement. Documents or other information or materials will be deemed to have been "made available" by the Parent if such documents, information or materials have been delivered or provided to the Company or its Affiliates or Representatives, in each case at any time prior to the execution and delivery of this Agreement.

ARTICLE II
THE SPIN-OFF AND THE TRANSACTIONS

2.1 The Spin-Off and The Transactions.

(a) *The Spin-Off*. Upon the terms and subject to the conditions of the Spin-Off Agreements, on the Closing Date but prior to the Closing and subject to the satisfaction or waiver of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing; provided that such conditions are reasonably capable of being satisfied at the Closing), the Company shall cause to be effected the Spin-Off and the other transactions contemplated by the Spin-Off Agreements, in each case in accordance with the terms of the Spin-Off Agreements. Following the Closing, the Parent shall cause the Company to comply with all terms of the Spin-Off Agreements.

(b) *The Transactions*.

(i) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, (A) the Company shall issue and sell to the Parent, free and clear of all Liens, and the Parent shall purchase from the Company, a number of shares of Company Common Stock equal to the Share Amount (the "**Purchased Shares**"), and (B) the Parent shall contribute to the Company, free and clear of all Liens, all of the issued and outstanding shares of capital stock and/or other equity interests of Holdings (or of V7, WAS, Indigo, any Acquisition Entity, or their respective Subsidiaries, in accordance with Section 6.21, if applicable), pursuant to a customary assignment document reasonably satisfactory to the Company and the Parent to effectuating such transfer(s) to the Company, and pay to the Company the Cash Consideration and any Net Working Capital Shortfall (by wire transfer of immediately available funds to a bank account(s) designated in writing by the Company at least two (2) Business Days prior to the Closing), for and in consideration of the issuance of the Purchased Shares.

(ii) Prior to the Closing Date, in compliance with applicable Law and the rules and regulations of NASDAQ, the Company Board shall declare the Cash Dividend (which shall include the authorization of the payments set forth in clause (B) and (C) below) in an amount per share of Company Common Stock (calculated in accordance with this Agreement and which calculation shall be subject to review by the Parent at least five (5) Business Days prior to such declaration), which shall be contingent upon the occurrence of the Closing. The aggregate amount of the Cash Dividend shall be allocated among (A) holders of record of Company Common Stock as of the Record Date as a dividend (except for any holders of restricted stock of the Company, if any, which, by its terms, do not participate in such dividend), (B) holders of Company Warrants as of the Closing Date who are entitled to participate in cash dividends of the Company in accordance with the terms of the applicable Company Warrant and (C) the holders of any options, warrants or other rights or binding arrangements or commitments to acquire from the Company, or that obligate the Company to issue, any Company Common Stock, or any securities convertible into or exchangeable for shares of Company Common Stock (each, a "**Derivative Security**") as of the Closing Date, if any, that are entitled to participate in cash dividends of the Company, in accordance with the terms of the applicable Derivative Security. The Company shall cause the Cash Dividend to be paid to holders of Company Common Stock as promptly as practicable following the Closing and otherwise paid or allocated among such other holders of Company Warrants and Derivative Securities, as applicable, in accordance with the terms of the applicable Company Warrant or Derivative Security.

(iii) On the Closing Date, (A) a portion of the Cash Consideration shall be used to pay the Company Transaction Expenses on behalf of the Company and its Subsidiaries by wire transfer of immediately available funds to an account or accounts designated in writing by the Company at least two (2) Business Days prior to the Closing and (B) the Parent shall satisfy all obligations of the Company and/or its Subsidiaries under the Credit Agreement and the Promissory Notes in accordance with Section 6.15.

(iv) The "**Share Amount**" shall be a number of shares of Company Common Stock representing 63% of the issued and outstanding shares of Company Common Stock on a Fully Diluted Basis immediately following the Closing and issuance thereof. The Share Amount shall be appropriately reflected in the Spreadsheet.

2.2 The Closing. The consummation of the Transactions and other transactions contemplated in Section 2.1(b)(i) and Section 2.1(b)(iii) will take place at a closing (the "**Closing**") to occur at (a) the offices of Akerman LLP, Three Brickell City Centre, 98 Southeast Seventh Street, Suite 1100, Miami, FL 33131, on a date and time to be agreed upon by the Parent and the Company that is no later than twenty (20) Business Days after the satisfaction or waiver (to the extent permitted hereunder) of the last to be satisfied or waived of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver (to the extent permitted hereunder) of such conditions at

the Closing); provided, that the Parent may, by written notice to the Company, elect that the Closing shall occur on such date within such twenty (20) Business Day period that is no less than three (3) Business Days following the date of such notice, subject to the continued satisfaction or waiver of the conditions set forth in Article VII as of the Closing (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver (to the extent permitted hereunder) of such conditions at the Closing); or (b) such other time, location and date as the Parent and the Company mutually agree in writing. Notwithstanding the foregoing, such twenty (20) Business Day period shall be reduced to the extent that it extends beyond the Termination Date, but shall not be reduced to a period of less than three (3) Business Days. The date on which the Closing actually occurs is referred to as the "**Closing Date**."

2.3 Certificate of Incorporation and Bylaws.

(a) *Certificate of Incorporation*. At the Closing and before the issuance of the Purchased Shares, subject to the provisions of Section 6.9(a), the Certificate of Incorporation of the Company, as amended (the "**Charter**"), will be amended and restated in its entirety to read as set forth in Exhibit A-1, and such amended and restated certificate of incorporation will become the certificate of incorporation of the Company until thereafter amended in accordance with the applicable provisions of the Delaware General Corporation Law (the "**DGCL**") and such certificate of incorporation.

(b) *Bylaws*. At the Closing, subject to the provisions of Section 6.9(a), the bylaws of the Company will be amended and restated in their entirety to read as set forth in Exhibit A-2 (such amended and restated Bylaws, the "**Bylaws**"), until thereafter amended in accordance with the applicable provisions of the DGCL, the Charter and such bylaws.

2.4 Directors and Officers.

(a) *Officers*. At the Closing, the officers of the Company will be as determined by the Company Board after giving effect to the Closing and Section 2.4(b), each to hold office in accordance with the Charter and Bylaws of the Company until their respective successors are duly appointed.

(b) *Letters of Resignation; New Directors*. Prior to the Closing, the Company shall, and shall cause its Subsidiaries to, (i) deliver letters of resignation in customary form reasonably satisfactory to the Parent from each director and officer of the Company and its Subsidiaries who will cease to serve in such capacities, effective as of the Closing, and (ii) take such actions as may be necessary or appropriate, including by action of resigning and/or continuing directors, to ensure that the composition of the Company Board effective as of the Closing shall be consistent with the Stockholders' Agreement.

2.5 Equity Awards. The Company Restricted Stock Units and Company Options shall be treated in accordance with the Employee Matters Agreement.

2.6 Company Warrants. The Company will deliver to each holder of a Company Warrant a notice of the Transactions and the Spin-Off consistent with the terms and conditions of the applicable Company Warrant and otherwise comply with the information requirements therein.

2.7 Required Withholding. The Parent, the Company, and their respective Representatives will be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amounts as are required to be deducted or withheld therefrom pursuant to any Tax Laws. Further, the Company or its Representatives may, in the Company's discretion, deduct and withhold from the Cash Dividend some or all of any amounts that are required to be withheld from the distribution of SpinCo shares in the Spin-Off and may, in the Company's discretion, deduct and withhold from the shares of SpinCo distributed in the Spin-Off some or all of any amounts required to be withheld from the Cash Dividend. To the extent that such amounts are so deducted or withheld and paid over to the appropriate Governmental Authority, such amounts will be treated for all purposes of this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. The Parties acknowledge and agree that the Company shall not deduct or withhold any amounts pursuant to Section 1445 of the Code in connection with the Transactions if the Parent furnishes or causes to be furnished to the Company certificates meeting the requirements of Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c)(3) in respect of the applicable entities contributed to the Company.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as expressly provided herein, no representations and warranties are being made in this Agreement by the Company with respect to the IDI Business, SpinCo Assets or SpinCo Liabilities, including as to the SpinCo Subsidiaries. Except (a) as disclosed in the reports, statements and other documents filed by the Company with the SEC or furnished by the Company to the SEC, in each case pursuant to the Exchange Act, on or after December 31, 2015 and prior to the date of this Agreement (the "**Recent SEC Reports**") (excluding any disclosures in such Recent SEC Reports under the heading "Risk Factors", in any section related to forward-looking statements and in any other section, in each case that are predictive or forward-looking in nature, other than historical facts included therein) or (b) as set forth in the disclosure letter delivered by the Company to the Parent on the date of this Agreement (the "**Company Disclosure Letter**"), the Company hereby represents and warrants to the Parent as follows:

3.1 Organization; Good Standing. The Company (a) is a corporation duly organized, validly existing and in good standing pursuant to the DGCL; and (b) has the requisite corporate power and authority to conduct its business as it is presently being conducted and to own, lease or operate its properties and assets. The Company is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Company Material Adverse Effect. The Company has made available to the Parent true, correct and complete copies of the Charter and the Bylaws, each as amended to date.

3.2 Corporate Power; Enforceability. The Company has the requisite corporate power and authority to (a) execute and deliver this Agreement, the Spin-Off Agreements and each other document to be entered into by the Company in connection with the transactions contemplated hereby and thereby (together, the "**Company Transaction Documents**"); (b) perform its covenants and obligations hereunder and thereunder; and (c) subject to receiving the Requisite Stockholder Approvals (and making the corresponding filing of the Charter amendment with the

State of Delaware), consummate the Transactions, the Spin-Off and the other transactions contemplated by the Company Transaction Documents. The execution and delivery of this Agreement by the Company, the performance by the Company of its covenants and obligations hereunder, and the consummation of the Transactions have been, and the execution and delivery of the other Company Transaction Documents and the consummation of the transactions contemplated thereby has been or shall be duly authorized by all necessary corporate action on the part of the Company and no additional corporate actions on the part of the Company or its stockholders are necessary to authorize (i) the execution and delivery of the Company Transaction Documents by the Company; (ii) the performance by the Company of its covenants and obligations hereunder and thereunder; or (iii) subject to the receipt of the Requisite Stockholder Approvals (and making the corresponding filing of the Charter amendment with the State of Delaware), the consummation of the Transactions, the Spin-Off and the other transactions contemplated by the Company Transaction Documents. This Agreement has been, and the other Company Transaction Documents shall be, duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Parent, this Agreement constitutes, and the other Company Transaction Documents will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability (A) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting or relating to creditors' rights generally; and (B) is subject to general principles of equity (the foregoing (A) and (B), the "**Enforceability Limitations**").

3.3 Company Board Approval; Fairness Opinion; Anti-Takeover Laws.

(a) *Company Board Approval*. The Company Board, by resolutions duly adopted, has (i) determined that it is in the best interests of, and fair to, the Company and its stockholders, and declared it advisable, to enter into this Agreement and consummate the Transactions upon the terms and subject to the conditions set forth herein; (ii) approved the execution and delivery of this Agreement by the Company, the performance by the Company of its covenants and other obligations hereunder, and the consummation of the Transactions upon the terms and conditions set forth herein; (iii) resolved to recommend that the Company Stockholders approve the Voting Matters (collectively, the foregoing clauses (i) through (iii), the "**Company Board Recommendation**"); and (iv) authorized by resolution the approval of the items in clauses (w), (x), (y) and (z) in compliance with applicable Law, the Charter and the Bylaws by the holders of Company Common Stock by written consent in lieu of a meeting. As of the date of this Agreement, the Company Board Recommendation has not been withdrawn, rescinded or modified in any way.

(b) *Fairness Opinion*. The Company Board has received the written opinion (or an oral opinion to be confirmed in writing) of its financial advisor, Roth Capital Partners, LLC (the "**Advisor**"), to the effect that, as of the date of such opinion and based upon and subject to the various qualifications and assumptions set forth therein, the consideration to be received by the Company in exchange for the issuance of the Purchased Shares pursuant to this Agreement, after giving effect to the Spin-Off and the Cash Dividend, is fair from a financial point of view to the Company, and, as of the date of this Agreement, such opinion has not been withdrawn, revoked or modified. It is understood and agreed by the Parties that such written opinion is for the benefit of the Company Board (in its capacity as such) and may not be relied upon by the Parent.

(c) *Anti-Takeover Laws*. Assuming that the representations of the Parent set forth in Section 4.6 are true and correct, the Company Board has taken all necessary actions so that any "fair price," "moratorium," "control share acquisition," "business combination" or other similar applicable "anti-takeover" Law will not be applicable to the Transactions.

3.4 Requisite Stockholder Approvals. The affirmative vote of the holders of a majority of the outstanding shares of Company Common Stock entitled to vote is the only approval of the holders of any Company Capital Stock that is necessary pursuant to applicable Law, rules and regulations of NASDAQ, the Charter or the Bylaws to approve the Voting Matters (the "**Requisite Stockholder Approvals**").

3.5 Non-Contravention. The execution and delivery of this Agreement and the other Company Transaction Documents by the Company and its Subsidiaries, the performance by the Company and its Subsidiaries of its covenants and obligations hereunder and thereunder, and the consummation on the Closing Date of each of the Transactions, the Spin-Off and the other transactions contemplated hereby and thereby do not (a) violate or conflict with any provision of the Charter or the Bylaws; (b) violate, conflict with, result in the breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) pursuant to, result in the termination of, accelerate the performance required by, or result in a right of termination or acceleration pursuant to any Material Company Contract, Company Lease, or Company IP Contract; (c) assuming compliance with the matters referred to in Section 3.6 and, subject to obtaining the Requisite Stockholder Approvals, violate or conflict with any Law, rule or regulation of NASDAQ or Order applicable to the Company or any of its Subsidiaries or by which any of their respective properties or assets are bound; or (d) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of the Company or any of its Subsidiaries, except in the case of each of clauses (b), (c) and (d) for such violations, conflicts, breaches, defaults, terminations, amendments, accelerations or Liens that would not reasonably be expected to have a Company Material Adverse Effect.

3.6 Requisite Approvals. No consent, approval, Order or authorization of, filing or registration with, or notification to (any of the foregoing, a "**Consent**") any Governmental Authority or any other Person is required to be obtained or made by the Company or any of its Subsidiaries (a) in connection with the execution and delivery of this Agreement and the other Company Transaction Documents by the Company or its Subsidiaries; (b) the performance by the Company and its Subsidiaries of its covenants and obligations pursuant to this Agreement and the other Company Transaction Documents; or (c) the consummation of the Transactions, the Spin-Off and the other transactions contemplated hereby and thereby, except for: (i) such filings and approvals as may be required by the DGCL or any federal or state securities Laws, including compliance with any applicable requirements of the Exchange Act; (ii) such Consents as may be required under (A) the HSR Act, (B) any other Antitrust Law, or (C) CFIUS, in any case that are applicable to the transactions contemplated by this Agreement; (iii) such Consents as may be required under the rules and regulations of NASDAQ; (iv) the other material Consents of Governmental Authorities, each of which is set forth on Section 3.6 of the Company Disclosure Letter; and (v) such other Consents the failure of which to obtain would not reasonably be expected to have a Company Material Adverse Effect.

3.7 Company Capitalization.

(a) *Capital Stock*. The authorized capital stock of the Company consists of (i) 200,000,000 shares of Company Common Stock (to be increased to 400,000,000 as provided herein); and (ii) 10,000,000 shares of Company Preferred Stock. As of 5:00 p.m. on September 5, 2017 (such time and date, the "**Capitalization Date**"), (A) 55,248,946 shares of Company Common Stock were issued and outstanding; and (B) no shares of Company Preferred Stock were issued and outstanding. All outstanding shares of Company Capital Stock are duly authorized, validly issued, fully paid, nonassessable and free of any preemptive rights, rights of first refusal or other similar rights. When issued, sold and delivered at the Closing, the Purchased Shares will be duly authorized, validly issued, fully paid, nonassessable and free of any Liens or any preemptive rights, rights of first refusal or other similar rights, other than imposed as a result of any action by the Parent. Since the close of business on the Capitalization Date, the Company has not issued or granted any Company Securities other than pursuant to the vesting of Company Restricted Stock Units or exercise of Company Options or Company Warrants granted prior to the date of this Agreement.

(b) *Stock Reservation*. As of the Capitalization Date, the Company has reserved 180,568 and 3,753,742 shares of Company Common Stock for issuance pursuant to the 2008 Plan and the 2015 Plan, respectively (excluding any increase in such reserved shares to be approved as part of the Voting Matters). Section 3.7(b) of the Company Disclosure Letter sets forth, as of the close of business on the Capitalization Date, a list of each outstanding Company Restricted Stock Unit and Company Option granted under the Company Stock Plans or otherwise and each Company Warrant and (A) the number of shares of Company Common Stock subject to such outstanding Company Restricted Stock Unit, Company Option and Company Warrant, and (B) the exercise price, purchase price or similar pricing of such Company Restricted Stock Unit, Company Option and Company Warrant, if applicable.

(c) *Company Securities*. Except as set forth in this Section 3.7 or in Section 3.7(b) of the Company Disclosure Letter or as expressly provided by the Spin-Off Agreements, as of the Capitalization Date, there were (i) other than the Company Common Stock, no outstanding shares of capital stock of, or other equity or voting interest in, the Company; (ii) no outstanding securities of the Company convertible into or exchangeable or exercisable for shares of capital stock of, or other equity or voting interest in, the Company; (iii) no outstanding options, warrants or other rights or binding arrangements or commitments to acquire from the Company, or that obligate the Company to issue, any capital stock of, or other equity or voting interest in, or any securities convertible into or exchangeable for shares of capital stock of, or other equity or voting interest in, the Company; (iv) no obligations of the Company to grant, extend or enter into any subscription, warrant, right, convertible, exchangeable or exercisable security, or other similar Contract relating to any capital stock of, or other equity or voting interest in, the Company; (v) no outstanding restricted shares, restricted share units, stock appreciation rights, performance shares, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock of, or other securities or ownership interests

in, the Company (the items in clauses (i), (ii), (iii), (iv) and (v), collectively with the Company Capital Stock, the "**Company Securities**"); (vi) voting trusts, proxies or similar arrangements or understandings to which the Company is a party or by which the Company is bound with respect to the voting of any shares of capital stock of, or other equity or voting interest in, the Company; and (vii) obligations or binding commitments of any character restricting the transfer of any shares of capital stock of, or other equity or voting interest in, the Company to which the Company is a party or by which it is bound. The Company is not a party to any Contract that obligates it to repurchase, redeem or otherwise acquire any Company Securities. There are no accrued and unpaid dividends with respect to any outstanding shares of Company Capital Stock. The Company does not have a stockholder rights plan in effect. There are no Contracts to which the Company is a party obligating the Company to accelerate the vesting of any equity-based grant, award or bonus or similar plan or program as a result of the transactions contemplated by this Agreement (whether alone or upon the occurrence of any additional or subsequent events).

(d) *Other Rights*. Except as expressly provided by the Spin-Off Agreements, the Company is not a party to any Contract relating to the voting of, requiring registration of, or granting any preemptive rights, anti-dilutive rights or rights of first refusal or other similar rights with respect to any Company Securities.

3.8 Subsidiaries.

(a) *Subsidiaries*. Section 3.8(a) of the Company Disclosure Letter contains a true, correct and complete list of the name, jurisdiction of organization, capitalization and schedule of stockholders of each Subsidiary of the Company as of the date hereof. Each Subsidiary of the Company (i) is duly organized, validly existing and in good standing pursuant to the Laws of its jurisdiction of organization; and (ii) has the requisite corporate power and authority to carry on its respective business as it is presently being conducted and to own, lease or operate its respective properties and assets. Each Subsidiary of the Company is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Company Material Adverse Effect. The Company has made available to the Parent true, correct and complete copies of the certificates of incorporation, bylaws and other similar organizational documents of each "significant subsidiary" (as defined in Rule 1-02(w) of Regulation S-X promulgated by the SEC) that will be a Subsidiary of the Company (to the extent such Subsidiary exists as of the date hereof) immediately after the Spin-Off, in each case, as amended through the date hereof. No Subsidiary of the Company is in violation of any material provision of its charter, bylaws or other similar organizational documents.

(b) *Capital Stock of Subsidiaries*. All of the outstanding capital stock of, or other equity or voting interest in, each Subsidiary of the Company (i) has been duly authorized, validly issued and is fully paid and nonassessable; and (ii) is owned, directly or indirectly, by the Company or a Subsidiary thereof, free and clear of all Liens (other than Permitted Liens), any other restriction on the right to vote, sell, transfer or otherwise dispose of such capital stock or other equity or voting interest and any other similar restrictions, and any other restriction that would prevent such Subsidiary from conducting its business as of the Closing in substantially the same manner that such business is conducted on the date of this Agreement.

(c) *Other Securities of Subsidiaries*. There are no outstanding (i) securities convertible into or exchangeable or exercisable for shares of capital stock of, or other equity or voting interest in, any Subsidiary of the Company; (ii) options, warrants or other rights or arrangements obligating the Company or any of its Subsidiaries to acquire from any Subsidiary of the Company, or that obligate any Subsidiary of the Company to issue, any capital stock of, or other equity or voting interest in, or any securities convertible into or exchangeable for, shares of capital stock of, or other equity or voting interest in, any Subsidiary of the Company; or (iii) obligations of any Subsidiary of the Company to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security, or other similar Contract relating to any capital stock of, or other equity or voting interest in, such Subsidiary to any Person other than the Company or one of its Subsidiaries.

(d) *Other Investments*. Other than equity securities of the Company's Subsidiaries, the Company does not own or hold the right to acquire any equity securities, ownership interests or voting interests of, or securities exchangeable or exercisable therefor, or investments in, any other Person.

3.9 Company SEC Reports. Since January 1, 2016, the Company has timely filed all registration statements, prospectuses, reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated by reference) with or furnished to, as applicable, the SEC that have been required to be filed or furnished by it pursuant to applicable Laws (as amended or supplemented, the "**Company SEC Reports**"). Each Company SEC Report complied, as of its filing date, in all material respects with the applicable requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such Company SEC Reports, each as in effect on the date that such Company SEC Report was filed. True, correct and complete copies of all Company SEC Reports are publicly available in the Electronic Data Gathering, Analysis and Retrieval database of the SEC. As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseded filing), each Company SEC Report, including any financial statements, schedules or exhibits included or incorporated by reference therein at the time they were filed (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseded filing) did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the Company SEC Reports.

3.10 Company Financial Statements; Internal Controls; NASDAQ Listing.

(a) *Company Financial Statements*. The consolidated financial statements (including any related notes and schedules) of the Company and its Subsidiaries filed with the Company SEC Reports: (i) complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto as of their respective dates; (ii) were prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or as otherwise permitted by Form 10-Q with respect to any financial statements filed on Form 10-Q); and (iii) fairly present, in all material respects, the

consolidated financial position of the Company and its Subsidiaries as of the dates thereof and the consolidated results of operations and cash flows for the periods then ended. Except as have been described in the Company SEC Reports prior to the date of this Agreement, there are no unconsolidated Subsidiaries of the Company or any off-balance sheet arrangements of the type required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated by the SEC.

(b) *Disclosure Controls and Procedures*. The Company has established and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act). Such disclosure controls and procedures are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, including controls and procedures designed to ensure that such information is timely accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure of such information in the Company's periodic and current reports required under the Exchange Act. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act.

(c) *Internal Controls*. The Company has established and maintained a system of internal control over financial reporting (as such term is defined in paragraph (f) of Rule 13a-15 under the Exchange Act) sufficient to provide reasonable assurances that the Company's financial reporting is reliable and the preparation of the Company's financial statements is in accordance with GAAP. Since January 1, 2016, the Company's principal executive officer and its principal financial officer have disclosed to the Company's auditors and the Audit Committee of the Company Board (i) all known significant deficiencies and material weaknesses (as each term is defined by the Public Company Accounting Oversight Board) in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respects the Company's ability to record, process, summarize and report financial information and (ii) any known fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls.

(d) *NASDAQ Listing*. As of the date of this Agreement, the Company Common Stock is listed on NASDAQ and the Company has taken no action designed to, or which to its Knowledge is likely to have the effect of, terminating the registration of the Company Common Stock under the Exchange Act or delisting the Company Common Stock from NASDAQ. As of the date of this Agreement, the Company has not received any notification that, and has no Knowledge that, the SEC or NASDAQ is contemplated terminating such listing or registration.

3.11 No Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any Liabilities of a nature required to be reflected or reserved against on a balance sheet (or the notes thereto) prepared in accordance with GAAP, other than Liabilities (a) reflected or otherwise reserved against in the Audited Company Balance Sheet or in the consolidated financial statements of the Company and its Subsidiaries (including the notes thereto) included in the Company SEC Reports filed prior to the date of this Agreement; (b) arising pursuant to this Agreement or incurred in connection with the Transactions, the Spin-Off or any other transactions contemplated hereby; (c) incurred in the ordinary course of business consistent with past practice on or after January 1, 2017; or (d) that would not have a Company Material Adverse Effect.

3.12 Absence of Certain Changes.

(a) *No Company Material Adverse Effect*. Since the date of the Audited Company Balance Sheet through the date of this Agreement, the business of the Company and its Subsidiaries has been conducted, in all material respects, in the ordinary course of business consistent with past practice. Since the date of the Audited Company Balance Sheet through the date of this Agreement, there have been no Effects that have had or would reasonably be expected to have a Company Material Adverse Effect.

(b) *Forbearance*. Since the date of the Audited Company Balance Sheet through the date of this Agreement, the Company and its Subsidiaries have not taken any action that would be prohibited by Section 5.2 if taken or proposed to be taken after the date of this Agreement.

3.13 Material Company Contracts.

(a) *List of Material Company Contracts*. Section 3.13(a) of the Company Disclosure Letter contains a true, correct and complete list of all Material Company Contracts to or by which the Company or any of its Subsidiaries is a party or is bound (other than the Spin-Off Agreements, any Material Company Contracts contemplated by clause (i) of the definition of Material Company Contract filed by the Company with the SEC and any Material Company Contracts listed in Section 3.18(a) of the Company Disclosure Letter).

(b) *Validity*. Each Material Company Contract is valid and binding on the Company or the Subsidiary of the Company party thereto, enforceable against it in accordance with its terms, except as such enforceability may be limited by the Enforceability Limitations, and is in full force and effect, and none of the Company, any of its Subsidiaries party thereto or, to the Knowledge of the Company, any other party thereto is in breach of or default pursuant to any such Material Company Contract, except for such failures to be in full force and effect or such breaches or defaults that would not have a Company Material Adverse Effect. No event has occurred that, with notice or lapse of time or both, would constitute such a breach or default pursuant to any Material Company Contract by the Company or any of its Subsidiaries, or, to the Knowledge of the Company, any other party thereto, except for such breaches and defaults that would not have a Company Material Adverse Effect.

3.14 Property; Assets.

(a) *Leased Real Property*. Section 3.14(a) of the Company Disclosure Letter contains a true, correct and complete list of all of the existing leases, subleases (which shall include subleases involving the Company or its Subsidiaries as either sublessor or sublessee), licenses or other agreements pursuant to which the Company or any of its Subsidiaries uses or occupies, or has the right to use or occupy, now or in the future, any real property as of the date of this Agreement and pursuant to which the Company or any of its Subsidiaries is obligated to pay consideration in excess of $100,000 (such property, the

"**Company Leased Real Property**," and each such lease, sublease, license or other agreement, including all amendments or modifications thereto, a "**Company Lease**"). The Company has made available to the Parent true, correct and complete copies of all material Company Leases (including all material modifications, amendments and supplements thereto). With respect to each Company Lease and except as would not reasonably be expected to have a Company Material Adverse Effect, (i) to the Knowledge of the Company, there are no disputes with respect to such Company Lease; (ii) the Company or one of its Subsidiaries has not collaterally assigned, encumbered, or granted any other security interest in such Company Lease or any interest therein; and (iii) there are no Liens (other than Permitted Liens) on the estate or interest created by such Company Lease. The Company or one of its Subsidiaries has valid leasehold estates in the Company Leased Real Property, binding and enforceable upon the Company or its Subsidiaries, as applicable, free and clear of all Liens (other than Permitted Liens), subject to the Enforceability Limitations. Except as would not reasonably be expected to have a Company Material Adverse Effect, neither the Company nor any of its Subsidiaries is in default beyond any applicable notice and cure period pursuant to any Company Lease. None of the Company or any of its Subsidiaries owns any real property.

(b) *Personal Property*. Except as would not reasonably be expected to have a Company Material Adverse Effect, the Company and each of its Subsidiaries has good title to, or a valid and binding lease or license for, all material tangible assets, personal property, machinery and equipment owned or leased by it or otherwise used in the conduct of its business (the "**Tangible Company Assets**"), free and clear of all Liens, other than Permitted Liens. Except as would not reasonably be expected to have a Company Material Adverse Effect, to the Knowledge of the Company, all of such Tangible Company Assets are in good operating condition (ordinary wear and tear excepted), taken as a whole, and have been and are being used in material compliance with applicable Law.

(c) *Sufficiency of Assets*. The Tangible Company Assets are sufficient for the Company and each of its Subsidiaries to continue to operate the business following the Closing in substantially the same manner as it is conducted as of the date of this Agreement.

3.15 Environmental Matters. Except as would not reasonably be expected to have a Company Material Adverse Effect, since January 1, 2016, neither the Company nor any of its Subsidiaries (a) has received any written notice, demand, letter or claim alleging that the Company or any Subsidiary has violated, or has any Liability under, any applicable Environmental Law; (b) has transported, produced, processed, manufactured, generated, used, treated, handled, stored, released or disposed, or arranged for the disposal, of any Hazardous Substances except in compliance with any applicable Environmental Law; or (c) has exposed any employee to Hazardous Substances in violation of Environmental Law under circumstances reasonably expected to give rise to any material Liability or obligation under any Environmental Law. The representations and warranties in this Section 3.15 shall constitute the sole and exclusive representations and warranties regarding any Environmental Law matter relating to the Company and its Subsidiaries.

3.16 Intellectual Property.

(a) *Company Intellectual Property; Proceedings.* Section 3.16(a) of the Company Disclosure Letter sets forth a true, correct and complete list as of the date of this Agreement of all (i) Company Registered Intellectual Property Rights and specifies, where applicable, the jurisdictions in which each such item of Company Registered Intellectual Property Rights has been filed, issued or registered; (ii) material unregistered Marks; and (iii) Legal Proceedings before any Governmental Authority (other than actions related to the ordinary course prosecution of Company Registered Intellectual Property Rights before the United States Patent and Trademark Office or the equivalent authority anywhere in the world) related to any such material Company Registered Intellectual Property Rights. Except as would not reasonably be expected to have a Company Material Adverse Effect, (x) the Company or a Subsidiary is the sole and exclusive owner of each item of Company Registered Intellectual Property Rights, (y) the Company and each Subsidiary, as applicable, has maintained all material Company Registered Intellectual Property Rights in the ordinary course consistent with reasonable business practices and (z) neither the Company nor any Subsidiary has taken any action or failed to take any action that could reasonably result in the abandonment, cancellation, invalidation, or unenforceability of any of its material Company Registered Intellectual Property Rights.

(b) *Rights to Use; Absence of Liens*. Except as would not reasonably be expected to have a Company Material Adverse Effect, the Company or one of its Subsidiaries (i) owns and has legal and equitable title to each material Company Intellectual Property Right free and clear of any Liens (other than Permitted Liens) or (ii) has legally enforceable rights to use all Intellectual Property Rights reasonably necessary to the conduct of the business of the Company and its Subsidiaries as presently conducted.

(c) *IP Contracts*. Section 3.16(c) of the Company Disclosure Letter sets forth a true, correct and complete list of all Contracts to which the Company or any of its Subsidiaries is a party and (i) pursuant to which the use by any Person of any material Company Intellectual Property Rights is permitted by the Company, or any of its Subsidiaries, other than any (a) non-disclosure agreements entered into in the ordinary course of business; and (b) non-exclusive licenses granted in the ordinary course of business or in connection with the sale of the Company's or its Subsidiaries' products; or (ii) pursuant to which the use by the Company or any of its Subsidiaries of any material Intellectual Property Right is permitted by any Person, other than any (a) non-disclosure agreements entered into in the ordinary course of business; (b) non-exclusive licenses of commercially available Intellectual Property Rights licensed to the Company or its Subsidiary for internal use on standard terms; and (c) non-exclusive licenses to Software and materials licensed as open-source, public-source or freeware (all such Contracts, the "**Company IP Contracts**"). Except as would not reasonably be expected to have a Company Material Adverse Effect, the Company IP Contracts are valid, binding and enforceable between the Company or a Subsidiary thereof, as applicable, and the other parties thereto, subject to the Enforceability Limitations, and there is no default under any Company IP Contract by the Company, any of its Subsidiaries, or, to the Company's Knowledge, by any other party thereto.

(d) *No Infringement*. To the Company's Knowledge, the operation of the business of the Company and its Subsidiaries as such business currently is conducted and has been conducted in the past three (3) years does not infringe, misappropriate or otherwise violate, and has not infringed, misappropriated or otherwise violated, the Intellectual Property Rights of any third Person in a manner that has or could reasonably be expected to result in a Company Material Adverse Effect.

(e) *No Notice of Infringement*. Since January 1, 2016, neither the Company nor any of its Subsidiaries has received written notice from any third Person, or been involved in any Legal Proceeding, alleging that the operation of the business of the Company or any of its Subsidiaries infringes, misappropriates or otherwise violates the Intellectual Property Rights of any third Person in a manner that has or could reasonably be expected to result in a Company Material Adverse Effect.

(f) *No Third Person Infringement*. Since January 1, 2016, neither the Company nor any of its Subsidiaries has provided any third Person with written notice claiming that such third Person is infringing, misappropriating or otherwise violating any material Company Intellectual Property Right, and, except as would not have a Company Material Adverse Effect, to the Knowledge of the Company, no such activity is occurring.

(g) *IP Assignments*. Except as would not reasonably be expected to have a Company Material Adverse Effect, each Person who contributed to or was involved in the creation or development of any material Company Intellectual Property Rights for the Company or any of its Subsidiaries has signed an agreement sufficient to transfer to such Company or Subsidiary ownership of all right, title and interest of such Persons in such Company Intellectual Property Rights.

(h) *Proprietary Information; Source Code*. Except as would not reasonably be expected to have a Company Material Adverse Effect, (i) the Company and each of its Subsidiaries has taken commercially reasonable steps to protect and preserve the confidentiality of all source code and other material Trade Secrets included in the Company Intellectual Property Rights and used by the Company or any of its Subsidiaries in its business as currently conducted, (ii) to the Knowledge of the Company, there are (A) no defects in any of the products of the Company or any of its Subsidiaries that would prevent the same from performing materially in accordance with their user specifications; and (B) no viruses, worms, Trojan horses or similar disabling codes or programs in any of the same, and (iii) the Company and its Subsidiaries have not disclosed, delivered, licensed or otherwise made available, and do not have a duty or obligation to disclose, deliver, license, or otherwise make available, any source code that embodies material Company Intellectual Property Rights to any Person.

(i) *Open Source Software*. Except as would not reasonably be expected to have a Company Material Adverse Effect, to the Knowledge of the Company, no material product or service of the Company or any of its Subsidiaries is distributed with any Software that is licensed to the Company or any of its Subsidiaries pursuant to, or is otherwise subject to, an open source, public-source, freeware or other third party license agreement that, in each case, requires the Company or any of its Subsidiaries to disclose or license any material proprietary source code that embodies material Company Intellectual Property Rights or that requires any material product to be made available at no charge.

3.17 Tax Matters. Except for those matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(a) *Tax Returns*. The Company and each of its Subsidiaries have (i) duly and timely filed or caused to be filed (taking into account valid extensions) all United States federal, state, local and non-United States returns, notices, elections, estimates, information statements and reports (including amendments thereto) relating to any and all Taxes ("**Tax Returns**") required to be filed by any of them and all such Tax Returns are complete and accurate; and (ii) paid, or have adequately reserved (in accordance with GAAP) for the payment of, all Taxes that are required to be paid. Neither the Company nor any of its Subsidiaries has executed any waiver of any statute of limitations on, or extended the period for the assessment or collection of, any Tax, in each case that has not since expired.

(b) *Tax Liens.* There are no Liens for Taxes (other than Permitted Liens) upon any of the assets of the Company or any of its Subsidiaries.

(c) *Withholding Taxes*. The Company and each of its Subsidiaries has timely paid or withheld with respect to their employees and other third Persons all Taxes (including United States federal and state income Taxes, Federal Insurance Contribution Act, Federal Unemployment Tax Act and other similar Taxes) required to be paid or withheld and has remitted such Taxes to the applicable Governmental Authority within the time prescribed by applicable Law.

(d) *No Audits*. No audits or other examinations with respect to Taxes of the Company or any of its Subsidiaries are presently in progress or have been asserted or proposed in writing.

(e) *No Listed Transaction*. Neither the Company nor any of its Subsidiaries has engaged in a "listed transaction" as set forth in Treasury Regulation § 1.6011-4(b)(2).

(f) *Tax Agreements*. Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax allocation, sharing or indemnity Contract or arrangement other than any such Contract or arrangement (i) that is a Contract entered into in the ordinary course of business and the principal purpose of which is not Taxes or (ii) that is solely between or among the Company and one or more of its Subsidiaries.

(g) Neither the Company nor any of its Subsidiaries has any liability for Taxes of any Person (other than the Company, SpinCo, or any of their respective Subsidiaries) arising from the application of Treasury Regulation Section 1.1502-6 or any analogous provision of state, local or foreign Law, or as a transferee or successor, or otherwise.

(h) Within the past three (3) years, neither the Company nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" in a distribution intended to qualify for Tax-free treatment under Section 355 of the Code.

(i) The Company is not a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

(j) Neither the Company nor any of its Subsidiaries is, will be (regardless of whether or not the Transactions occur), or would be, as a result of the Transactions, required to include amounts in income, or exclude items of deduction (in either case for Tax purposes),

for any Tax period as a result of (i) a change in method of Tax accounting or period; (ii) an installment sale or "open transaction" disposition; (iii) a prepaid amount received, accrued, or paid; (iv) deferred income or gain; (v) an election under Section 108(i) of the Code; (vi) Section 481 of the Code, or, in the case of each of the foregoing, any corresponding or similar provision of state, local, or non-U.S. Law; (vii) the recapture of any Tax credit or other special Tax benefit; (viii) the use of any special accounting method (such as the long-term method of accounting for long-term contracts); or (ix) the claiming of any reserve for Tax credits.

(k) *Exclusive Representations*. The representations and warranties in this Section 3.17 shall constitute the sole and exclusive representations and warranties regarding any Tax matter relating to the Company and its Subsidiaries, including any representations or warranties regarding compliance with Tax Laws, liability for Taxes, the filing of Tax Returns, and the accrual and reserves for Taxes on any financial statements or books and records of the Company and its Subsidiaries (but excluding Tax matters addressed in Section 3.18).

3.18 Employee Plans.

(a) *Employee Plans.* Section 3.18(a) of the Company Disclosure Letter sets forth a complete list, as of the date of this Agreement, of (i) all "employee benefit plans" (as defined in Section 3(3) of ERISA), whether or not subject to ERISA; and (ii) all other employment, bonus, stock option, stock purchase or other equity-based, benefit, incentive compensation, profit sharing, savings, retirement, disability, insurance, vacation, deferred compensation, severance, termination, retention, change of control and other similar material fringe, welfare or other employee benefit plans, programs, agreement, contracts, policies or binding arrangements (whether or not in writing) maintained or contributed to for the benefit of any current employee or director of the Company, any of its Subsidiaries or with respect to which the Company or any of its Subsidiaries has any current material Liability, contingent or otherwise (collectively, the "**Company Employee Plans**"). With respect to each Company Employee Plan, to the extent applicable, the Company has made available to the Parent copies of (A) the most recent annual report on Form 5500 required to have been filed with the IRS for each Company Employee Plan, including all schedules thereto; (B) the most recent determination letter or opinion letter, if any, from the IRS with respect to each Company Employee Plan that is intended to qualify pursuant to Section 401(a) of the Code; (C) the plan documents including all amendments thereto (or in the case of an unwritten Company Employee Plan, a written description of the material terms of such plan), summary plan descriptions and summaries of material modification; (D) any related trust agreements, insurance contracts, insurance policies or other documents of any funding arrangements; and (E) any notices or other correspondence to or from the IRS or any office or representative of the United States Department of Labor or any similar Governmental Authority relating to any material compliance issues in respect of any such Company Employee Plan.

(b) *Absence of Certain Plans*. Neither the Company nor any other trade or business (whether or not incorporated) that would be treated as a single employer with the Company or any of its Subsidiaries pursuant to Section 414 of the Code currently maintains, sponsors, participates in, contributes to or is required to contribute to, nor has ever maintained, sponsored, participated in, contributed to, or been required to contribute to, (i) a "multiemployer plan" (as defined in Section 3(37) of ERISA); (ii) a "multiple employer plan" (as defined in Section 4063 or Section 4064 of ERISA); (iii) a plan subject to Section 302 of Title I of ERISA, Section 412 of the Code or Title IV of ERISA; or (iv) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA).

(c) *Compliance*. (i) Each Company Employee Plan has been maintained in all material respects in accordance with its terms and with applicable Law, including the applicable provisions of ERISA and the Code, (ii) each Company Employee Plan intended to be "qualified" under Section 401(a) of the Code is so qualified and the Company has received a favorable determination letter or is entitled, under applicable IRS guidance, to rely on a current favorable opinion or advisory letter from the IRS, as to the tax qualification of such Company Employee Plan and (iii) to the Company's Knowledge, nothing has occurred since the date of any such opinion or determination letter that would reasonably be expected to cause the IRS to revoke such determination or adversely affect such qualified status.

(d) *Company Employee Plan Legal Proceedings*. There are no material Legal Proceedings pending or, to the Knowledge of the Company, threatened on behalf of or against any Company Employee Plan, the assets of any trust pursuant to any Company Employee Plan, or the plan sponsor, plan administrator or any fiduciary or any Company Employee Plan with respect to the administration or operation of such plans, other than routine claims for benefits that have been or are being handled through an administrative claims procedure.

(e) *No Retiree Welfare Benefit Plan*. No Company Employee Plan that is a "welfare benefit plan" within the meaning of Section 3(1) of ERISA provides post-termination or retiree life insurance, health or other welfare benefits to any person, except as may be required by Section 4980B of the Code or any similar Law.

(f) *Section 409A*. Each Company Employee Plan that is subject to Section 409A of the Code has been maintained, in form and operation, in compliance with Section 409A of the Code, and the Company does not have any obligation to gross up, indemnify or otherwise reimburse any Person for any Taxes (or potential Taxes) imposed (or potentially imposed) pursuant to Section 409A of the Code.

(g) *Effect of the Transactions*. Except as otherwise provided in Section 3.18(g) of the Company Disclosure Letter, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) entitle any current or former employee or officer of the Company or any Subsidiary to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, or (ii) accelerate the time of payment or vesting, or increase the amount of compensation due any such employee or officer. Except as otherwise provided in Section 3.18(g) of the Company Disclosure Letter, no amounts payable under the Company Employee Plans will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code. The Company (and its Subsidiaries) are not obligated to gross-up, indemnify or otherwise reimburse any Person for Taxes (or potential taxes) imposed (or potentially imposed) pursuant to Section 4999 of the Code.

3.19 Labor Matters.

(a) *Union Activities*. Neither the Company nor any of its Subsidiaries is currently a party to any collective bargaining agreement, labor union contract or trade union agreement (each, a "**Collective Bargaining Agreement**"). To the Knowledge of the Company, there are no current material activities or proceedings of any labor or trade union to organize any employees of the Company or any of its Subsidiaries with regard to their employment with the Company or any of its Subsidiaries. No Collective Bargaining Agreement representation petition, unfair labor practice complaint or other proceeding before the National Labor Relations Board, trade council or similar government authority is currently being negotiated by the Company or any of its Subsidiaries, nor is any such proceeding pending or, to the Knowledge of the Company, threatened directly against the Company or any of its Subsidiaries. To the Knowledge of the Company, there is no strike, lockout, slowdown, or work stoppage against the Company or any of its Subsidiaries pending or, to the Knowledge of the Company, threatened directly against the Company or any of its Subsidiaries.

(b) *Wage and Hour Compliance*. The Company and each of its Subsidiaries is in compliance with applicable Laws and Orders with respect to employment (including applicable Laws regarding wage and hour requirements, immigration status, discrimination in employment, employment practices, employee health and safety, and collective bargaining), except for instances of such noncompliance that would not reasonably be expected to have a Company Material Adverse Effect.

(c) *Plant Closures and Layoffs*. The Parent has no Liability under the Worker Adjustment and Retraining Notification Act of 1988, as amended (the "**WARN Act**"), and any similar state, local or foreign Law, with respect to any events occurring or conditions existing on or prior to the date of this Agreement.

3.20 Permits. Except as would not reasonably be expected to have a Company Material Adverse Effect, the Company and its Subsidiaries hold, to the extent legally required, all permits, licenses, variances, clearances, registrations, consents, commissions, franchises, exemptions, Orders, authorizations and approvals from Governmental Authorities ("**Permits**") that are required for the operation of the business of the Company and its Subsidiaries. The Company and its Subsidiaries are in compliance with the terms of all Permits, and no suspension or cancellation of any of the Permits is pending or, to the Knowledge of the Company, threatened, except for such noncompliance, suspensions or cancellations that would not reasonably be expected to have a Company Material Adverse Effect.

3.21 Compliance with Laws. The Company and each of its Subsidiaries is and, since January 1, 2016, has been in material compliance with all Laws and Orders (i) that are applicable to the Company and its Subsidiaries, (ii) by which the Company or any of its Subsidiaries or any of their respective businesses or properties is bound, or (iii) that are applicable to the conduct of the business or operations of the Company and its Subsidiaries, except, in each case, for noncompliance that would not reasonably be expected to have a Company Material Adverse Effect. Since January 1, 2016, no Governmental Authority has issued any written notice stating that the Company or any of its Subsidiaries is not in compliance with any Law, except where such non-compliance would not reasonably be expected to have a Company Material Adverse Effect. No representation or warranty is made in this Section 3.21 with respect to (a) compliance with Environmental Law, which is covered solely in Section 3.15; (b) compliance with applicable Tax Laws, which is covered in Section 3.17; and (c) compliance with anti-bribery and anti-corruption Laws, to the extent such compliance is covered in Section 3.26.

3.22 Legal Proceedings; Orders.

(a) *No Legal Proceedings*. Except as set forth in Section 3.22(a) of the Company Disclosure Letter, there are no Legal Proceedings pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries or, to the Knowledge of the Company, any executive officer or director of the Company or any of its Subsidiaries in their capacities as such, in each case by or before any Governmental Authority, other than (i) solely as of the date of this Agreement, any such Legal Proceeding that does not involve an amount in controversy in excess of $100,000, and (ii) as of the Closing, any Legal Proceedings that would not reasonably be expected to have a Company Material Adverse Effect.

(b) *No Orders*. None of the Company or any of its Subsidiaries is subject to any material Order, whether temporary, preliminary or permanent that would reasonably be expected to have a Company Material Adverse Effect. As of the date hereof, to the Knowledge of the Company, there are no SEC inquiries or investigations, or other inquiries or investigations by any Governmental Authority, or internal investigations pending or, to the Knowledge of the Company, threatened, in each case regarding any matter or circumstance affecting the Company or any of its Subsidiaries, including any accounting practices of the Company or any of its Subsidiaries or any material malfeasance by any executive officer of the Company. Neither the Company nor any of its Subsidiaries is subject to any material Order of any kind or nature that would prevent or materially delay the consummation of the Transactions or the ability of the Company to fully perform its covenants and obligations pursuant to this Agreement.

3.23 Insurance. As of the date of this Agreement, the Company and its Subsidiaries have all material policies of insurance covering the Company and its Subsidiaries and any of their respective employees, properties or assets, including policies of life, property, fire, workers' compensation, products liability, directors' and officers' liability and other casualty and liability insurance, that is customarily carried by Persons conducting business similar to that of the Company and its Subsidiaries and are necessary for the conduct of the business or operations of the Company and its Subsidiaries. All such insurance policies are legal, valid, binding and enforceable and in full force and effect, no notice of cancellation has been received and there is no existing default or event with respect to any insureds' obligations under such insurance policies (including with respect to payment of premiums) that, with notice or lapse of time or both, would constitute a default by any insured thereunder, except for such defaults that would not reasonably be expected to have a Company Material Adverse Effect. The Company and its Subsidiaries maintain all material insurance policies required to be maintained pursuant to the terms and conditions of any active Material Company Contract with any customer or supplier.

3.24 Related Person Transactions. Except for compensation or other employment arrangements in the ordinary course of business consistent with past practice, there are no Contracts, transactions, arrangements or understandings between the Company or any of its Subsidiaries, on the one hand, and any Affiliate, officer, manager, employee, or director of the Company or any of its Subsidiaries or any Person owning 5% or more of the shares of Company Common Stock (or any of such Person's immediate family members or Affiliates or associates),

on the other hand, that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC in the Company's Form 10-K or proxy statement pertaining to an annual meeting of stockholders.

3.25 Brokers. Except as set forth in Section 3.25 of the Company Disclosure Letter, there is no financial advisor, investment banker, broker, finder, agent or other Person who is entitled to any financial advisor's, investment banking, brokerage, finder's or other fee or commission from the Company or its Subsidiaries in connection with the Transactions, the Spin-Off or the other transactions contemplated by this Agreement or the Company Transaction Documents.

3.26 Anti-Bribery and Anti-Corruption.

(a) The Company and the Company's Subsidiaries are currently, and for the five (5) years immediately preceding the date of this Agreement have been, in compliance in all material respects with all applicable anti-corruption and anti-bribery Laws, including the FCPA.

(b) None of the Company, the Company's Subsidiaries or, to the Knowledge of the Company, any officer, director, agent, employee or other Person acting on their behalf, has, during the five (5) years immediately preceding the date of this Agreement, directly or indirectly: (1) made, offered, authorized or promised to make any unlawful payment, contribution or transfer of anything of value to any officer, employee or representative of a foreign or domestic government or any department, agency or instrumentality thereof (including any state-owned enterprise) in violation of Law; or (2) otherwise taken any action which would cause the Company or any of its Subsidiaries to be in violation of the FCPA in any material respect.

3.27 Information Technology. Except as would not reasonably be expected to have a Company Material Adverse Effect:

(a) all Information Technology currently used in connection with the conduct of the business or operations of the Company and its Subsidiaries is either owned by, or leased or licensed to, the Company or a Subsidiary of the Company. As of the date of this Agreement, no written notice of defect has been sent or received by the Company or its Subsidiaries in respect of any license or lease under which the Company or its Subsidiaries receives Information Technology;

(b) the Information Technology owned or leased by the Company and its Subsidiaries has the capacity and performance necessary to fulfill the requirements it currently performs;

(c) all of the Information Technology owned by the Company or its Subsidiaries is held by the Company or a Subsidiary of the Company as sole, legal and beneficial owner and is held free of all encumbrances, charges, security interests or any other similar third party rights or interests, except for Permitted Liens; and

(d) the records, systems, controls and data used by the Company or its Subsidiaries are recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by third parties with whom the Company or its Subsidiaries has contracted for such services (including holding through electronic, mechanical or photographic process whether computerized or not).

3.28 Personal Data; Customer Data.

(a) With respect to all Personal Data that is or previously has been possessed or otherwise controlled by or on behalf of the Company and its Subsidiaries, the Company and its Subsidiaries have (i) complied with the privacy policy or service agreement under which such Personal Data was collected, if applicable and with all applicable Laws governing the collection, sharing, use or security from unauthorized disclosure of such Personal Data, (ii) implemented and maintained a system of internal controls sufficient to provide reasonable assurance that the Company and its Subsidiaries comply in all material respects with such Laws and that the Company and its Subsidiaries will not collect, fail to secure, share or use such Personal Data in a manner that breaches or violates (A) such Laws, (B) any internal or customer-facing or consumer-facing privacy or data security policy adopted by the Company and its Subsidiaries, or (C) any contractual commitment made by the Company or its Subsidiaries that is applicable to such Personal Data, and (iii) in connection with each third party servicing, outsourcing or similar arrangement, contractually obligated any service provider who has access to Personal Data to (A) comply in all material respects with the Laws described in clause (i) with respect to any Personal Data acquired from or with respect to the Company and its Subsidiaries, (B) take reasonable steps to protect and secure from unauthorized disclosure any Personal Data acquired from or with respect to the Company and its Subsidiaries, and (C) restrict use of any Personal Data acquired from or with respect to the Company to those authorized or required under the servicing, outsourcing or similar arrangement; except in each case of (i), (ii) or (iii), where such failure or non-compliance would not be reasonably be expected to have a Company Material Adverse Effect.

(b) The Company has established and implemented policies, programs and procedures to protect the confidentiality, integrity and security of Customer Data and Personal Data that are commercially reasonable and in compliance with any applicable Law, except where such failure or non-compliance would not be reasonably be expected to have a Company Material Adverse Effect.

(c) To the Company's Knowledge, neither the Company nor any of its Subsidiaries have, in the past three (3) years, experienced any material loss, damage, or unauthorized access, disclosure, use or breach of security of any Customer Data or Personal Data that is or previously has been possessed or otherwise controlled by or on behalf of the Company or any of its Subsidiaries.

3.29 No Vote Required to Effect Spin-Off. No vote is required by the holders of any class or series of the Company Capital Stock to permit the Company to effect the Spin-Off under applicable Law or pursuant to the rules of NASDAQ.

3.30 Customers and Suppliers.

(a) Section 3.30(a) of the Company Disclosure Letter sets forth a complete and correct list of the top twenty (20) customers (each, a "**Company Material Customer**") of the Company and its Subsidiaries, for the most recent fiscal year and the amount of sales to each such customer during such period. Except as set forth in Section 3.30(a) of the Company Disclosure Letter, since December 31, 2015, no Company Material Customer has cancelled or otherwise terminated, or materially reduced, or provided notice of its intent to cancel, terminate, or materially reduce, its relationship with the Company or any of its Subsidiaries nor is there any material dispute therewith.

(b) Section 3.30(b) of the Company Disclosure Letter sets forth a complete and correct list of the top twenty (20) suppliers (each, a "**Company Material Supplier**") of each of the Company and its Subsidiaries for the most recent fiscal year and the amount of purchases from each such supplier during such period. Except as set forth on Section 3.30(b) of the Company Disclosure Letter, since December 31, 2015, no Company Material Supplier has cancelled or otherwise terminated, or materially reduced, or provided notice of its intent to cancel, terminate, or materially reduce, its relationship with the Company or any of its Subsidiaries nor is there any material dispute therewith.

3.31 No Other Representations or Warranties. Except for the representations and warranties contained in Article IV (including the related portions of the Parent Disclosure Letter), the Company acknowledges and agrees that none of the Parent or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Parent or its Affiliates, and any and all statements made or communicated by the Parent or any other Person outside of this Agreement (including by way of the documents provided in response to the Company's diligence requests and any management presentations provided), whether written or oral, are deemed to have been superseded by this Agreement, it being agreed that no such prior or contemporaneous statements or communications outside of this Agreement shall survive the execution and delivery of this Agreement. Without limiting the generality of the foregoing, none of the Parent or any other Person has made or makes any representation or warranty with respect to any projections, estimates or budgets of future revenues, future results of operations, future cash flows, or future financial condition (or any component of any of the foregoing) of the Company, Holdings or their respective Subsidiaries.

3.32 Independent Investigation. The Company has conducted its own independent investigation, review, and analysis of the business, results of operations, prospects, condition (financial or otherwise), or assets of Holdings, and acknowledges that it has been provided access to the personnel, properties, assets, premises, books and records, and other documents and data of Holdings for such purpose. The Company acknowledges and agrees, on behalf of itself and its Affiliates, that in making their decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Company has relied solely upon its own investigation and the express representations and warranties of the Parent set forth in Article IV of this Agreement (including the related portions of the Parent Disclosure Letter).

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PARENT

Except as set forth in the disclosure letter delivered by the Parent to the Company on the date of this Agreement (the "**Parent Disclosure Letter**"), the Parent hereby represents and warrants to the Company as follows:

4.1 Organization; Good Standing.

(a) *Parent*. The Parent (i) is duly organized, validly existing and in good standing pursuant to the Laws of its jurisdiction of organization; and (ii) has the requisite power and authority to conduct its business as it is presently being conducted and to own, lease or operate its properties and assets.

(b) *Holdings*. Holdings (i) is duly organized, validly existing and in good standing pursuant to the Laws of its jurisdiction of organization; and (ii) has the requisite power and authority to conduct its business as it is presently being conducted and to own, lease or operate its properties and assets. Holdings is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Parent Material Adverse Effect.

(c) *Organizational Documents*. The Parent has made available to the Company true, correct and complete copies of the certificate of incorporation, bylaws and other similar organizational documents of the Parent, Holdings and their Subsidiaries, each as amended to date.

4.2 Power; Enforceability. The Parent has the requisite power and authority to (a) execute and deliver this Agreement and each other document to be entered into by the Parent in connection with the transactions contemplated hereby and thereby; (b) perform its covenants and obligations hereunder and thereunder; and (c) consummate the Transactions and the other transactions contemplated hereunder. The execution and delivery of this Agreement by the Parent, the performance by the Parent of its covenants and obligations hereunder and the consummation of the Transactions have been, and the execution and delivery of the other documents contemplated hereby and the consummation of the transactions contemplated hereby has been or shall be duly authorized by all necessary action on the part of the Parent and no additional entity actions on the part of the Parent or its shareholders are necessary to authorize (i) the execution and delivery of this Agreement or any other documents contemplated hereby by the Parent; (ii) the performance by the Parent of its covenants and obligations hereunder; or (iii) the consummation of the Transactions and any other transactions contemplated hereby. This Agreement and any other documents contemplated hereby have been duly executed and delivered by the Parent and, assuming the due authorization, execution and delivery by the Company, constitutes, and the other documents contemplated hereby will constitute, a legal, valid and binding obligation of the Parent, enforceable against the Parent in accordance with its terms, except as such enforceability may be limited by the Enforceability Limitations.

4.3 Non-Contravention. The execution and delivery of this Agreement and the other documents hereunder by the Parent, the performance by the Parent of its covenants and obligations hereunder, and the consummation of the Transactions and other transactions contemplated hereby do not (a) violate or conflict with any provision of the certificate of incorporation, bylaws or other similar organizational documents of the Parent, Holdings or any of their Subsidiaries; (b) violate, conflict with, result in the breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) pursuant to, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration pursuant to any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which the Parent is a party or by which the Parent or any of its properties or assets may be bound or any Material Holdings Contract, Holdings Lease, or Holdings IP Contract; (c) assuming the consents, approvals and authorizations referred to in Section 4.4 have been obtained, violate or conflict with any Law or Order applicable to the Parent, Holdings or their Subsidiaries or by which any of their properties or assets are bound; or (d) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of the Parent, Holdings or their Subsidiaries, except in the case of each of clauses (b), (c) and (d) for such violations, conflicts, breaches, defaults, terminations, accelerations or Liens that would not reasonably be expected to have a Parent Material Adverse Effect.

4.4 Requisite Approvals. No Consent of any Governmental Authority or any other Person is required on the part of the Parent, Holdings or any of their Affiliates (a) in connection with the execution and delivery of this Agreement and any other documents contemplated hereby by the Parent; (b) the performance by the Parent of its respective covenants and obligations pursuant to this Agreement; or (c) the consummation of the Transactions and any other transactions contemplated hereby, except (i) such filings and approvals as may be required by any federal or state securities Laws, including compliance with any applicable requirements of the Exchange Act; (ii) such Consents as may be required under applicable state securities or “blue sky” Laws; (iii) such Consents as may be required under (A) the HSR Act, (B) any other Antitrust Law or (C) CFIUS, in any case that are applicable to the transactions contemplated by this Agreement; and (iv) such other Consents the failure of which to obtain would not reasonably be expected to have a Parent Material Adverse Effect.

4.5 Legal Proceedings; Orders.

(a) *No Legal Proceedings*. There are no Legal Proceedings pending or, to the Knowledge of the Parent, threatened against the Parent, Holdings or any of their Subsidiaries or, to the Knowledge of the Parent, any executive officer or director of the Parent, Holdings or any of their Subsidiaries in their capacities as such, in each case by or before any Governmental Authority, other than (i) solely as of the date of this Agreement, any such Legal Proceeding that does not involve an amount in controversy in excess of $100,000, and (ii) as of the Closing, any Legal Proceedings that would not reasonably be expected to have a Parent Material Adverse Effect.

(b) *No Orders*. None of the Parent, Holdings or any of their Subsidiaries is subject to any material Order, whether temporary, preliminary or permanent that would reasonably be expected to have a Parent Material Adverse Effect. As of the date hereof, to the

Knowledge of the Parent, there are no inquiries or investigations by any Governmental Authority, or internal investigations pending or, to the Knowledge of the Parent, threatened, regarding any matter or circumstance affecting the Parent, Holdings or any of their Subsidiaries, including but not limited to the accounting practices of the Parent, Holdings or any of their Subsidiaries or any material malfeasance by any executive officer of the Parent, Holdings or any of their Subsidiaries. Neither the Parent, Holdings nor any of their Subsidiaries is subject to any material Order of any kind or nature that would prevent or materially delay the consummation of the Transactions or the ability of the Parent to fully perform its covenants and obligations pursuant to this Agreement.

4.6 Ownership of Company Capital Stock. None of the Parent or Holdings or any of their respective directors or officers or, to the Knowledge of the Parent, any employees or Affiliates of the Parent or Holdings (a) owns any shares of Company Capital Stock; or (b) has been an "interested stockholder" (as defined in Section 203 of the DGCL) of the Company, in each case during the two (2) years prior to the date of this Agreement.

4.7 Brokers. There is no financial advisor, investment banker, broker, finder, agent or other Person who is entitled to any financial advisor's, investment banking, brokerage, finder's or other fee or commission from the Parent or any of its Affiliates in connection with the Transactions, for which Holdings, the Company or any of their respective Subsidiaries may have any Liability.

4.8 Ownership of Holdings. The Parent owns beneficially and of record all of the outstanding capital stock, and other equity and voting interest in, Holdings free and clear of all Liens.

4.9 No Vote or Approval Required. No vote or consent of the holders of any capital stock of, or other equity or voting interest in, the Parent is necessary to approve this Agreement, the Transactions and any other transactions contemplated hereby.

4.10 Sufficiency of Financing. As of the Closing, the Parent will have available cash on hand and access to financing sufficient to pay the Cash Consideration.

4.11 Stockholder and Management Arrangements. As of the date of this Agreement, neither the Parent, Holdings nor any of their Affiliates is a party to any Contract, or has authorized, made or entered into, or committed or agreed to enter into, any formal or informal arrangements or other understandings (whether or not binding) with any stockholder, director, officer, employee or other Affiliate of the Company or any of its Subsidiaries pursuant to which any (a) such holder of Company Common Stock would be entitled to receive consideration as a result of the consummation of the Transactions of a different amount or nature than the Cash Dividend in respect of such holder's shares of Company Common Stock; (b) such holder of Company Common Stock has agreed to approve this Agreement or vote against any Superior Proposal (other than the agreements described in the Recitals to this Agreement); or (c) such stockholder, director, officer, employee or other Affiliate of the Company has agreed to provide, directly or indirectly, an equity investment to the Parent or the Company to finance any portion of the Transactions.

4.12 Solvency. As of the Closing and immediately after giving effect to the Transactions (including the payment of all fees and expenses of Holdings and their respective Subsidiaries in connection therewith), assuming (a) satisfaction of the conditions to the Parent's obligation to consummate the Transactions, (b) any repayment or refinancing of debt contemplated in this Agreement, and (c) the accuracy of the representations and warranties of the Company set forth in Article III and all representations and warranties set forth in the other Company Transaction Documents, without giving effect to any materiality or material adverse effect qualifications set forth therein, and compliance by the Company and its Subsidiaries with their respective covenants and other agreements contained herein and in the other Company Transaction Documents, (i) the amount of the "fair saleable value" of the assets of each of the Company and its Subsidiaries (excluding SpinCo and the SpinCo Subsidiaries) will exceed (1) the value of all liabilities of the Company and such Subsidiaries (excluding SpinCo and the SpinCo Subsidiaries); and (2) the amount that will be required to pay the probable liabilities of the Company and its Subsidiaries (excluding SpinCo and the SpinCo Subsidiaries) on their existing debts as such debts become absolute and matured; (ii) the Company and its Subsidiaries (excluding SpinCo and the SpinCo Subsidiaries) will not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged; and (iii) the Company and its Subsidiaries (excluding SpinCo and the SpinCo Subsidiaries) will be able to pay its liabilities as they mature. For purposes of the foregoing, "not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged" and "able to pay its liabilities as they mature" means that such Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

4.13 No Other Negotiations. As of the date of this Agreement, none of the Parent or any of its Affiliates is involved in substantive negotiations with respect to the acquisition of any business that would reasonably be deemed to be materially competitive with the businesses of the Company and its Subsidiaries.

4.14 No Other Representations and Warranties. Except for the representations and warranties contained in Article III (including the related portions of the Company Disclosure Letter) and the representations and warranties contained in the other Company Transaction Documents, the Parent acknowledges and agrees that none of the Company, SpinCo or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Company, SpinCo, or any of their respective Subsidiaries, and any and all statements made or communicated by the Company, SpinCo or any other Person outside of this Agreement (including by way of the documents provided in response to the Parent's diligence requests and any management presentations provided), whether written or oral, are deemed to have been superseded by this Agreement, it being agreed that no such prior or contemporaneous statements or communications outside of this Agreement shall survive the execution and delivery of this Agreement. Without limiting the generality of the foregoing, none of the Company, SpinCo or any other Person has made or makes any representation or warranty with respect to any projections, estimates or budgets of future revenues, future results of operations, future cash flows, or future financial condition (or any component of any of the foregoing) of the Company or any of its Subsidiaries.

4.15 Independent Investigation. The Parent has conducted its own independent investigation, review, and analysis of the business, results of operations, prospects, condition (financial or otherwise), or assets of the Company and its Subsidiaries, and acknowledges that it has been provided access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company and its Subsidiaries for such purpose. The Parent acknowledges and agrees, on behalf of itself and its Affiliates, that in making the decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Parent has relied solely upon its own investigation and the express representations and warranties of the Company set forth in Article III of this Agreement (including the related portions of the Company Disclosure Letter) and the representations and warranties contained in the other Company Transaction Documents.

4.16 Purchase Entirely for Own Account. The Purchased Shares shall be acquired for investment for the Parent's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Parent has no present intention of selling, granting any participation or otherwise distributing the Purchased Shares. The Parent does not have and will not have as of the Closing any Contract or arrangement or understanding with any Person to sell, transfer or grant participation to a Person of any of the Purchased Shares.

4.17 Investment Experience and Accredited Investor Status. The Parent is an "accredited investor" (as defined in Regulation D) under the Securities Act. The Parent has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Purchased Shares to be purchased hereunder.

4.18 Restricted Securities. The Parent understands that the Purchased Shares, when issued, shall be "restricted securities" under the federal securities Laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such Laws the Purchased Shares may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, the Parent represents that it is familiar with Rule 144 of the Securities Act, as presently in effect.

4.19 Legend. The Parent understands that the certificates representing the Purchased Shares shall bear the following legends:

(a) "These securities have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"). They may not be sold, offered for sale, pledged or hypothecated in the absence of a registration statement in effect with respect to the securities under the Securities Act or an opinion of counsel (which counsel shall be reasonably satisfactory to Cogint, Inc.) that such registration is not required or unless sold pursuant to Rule 144 promulgated under the Securities Act. Furthermore, these securities are subject to the terms and conditions of a Stockholders' Agreement dated as of September 6, 2017, a copy of which is available upon request from the issuer."; and

(b) any legend required by applicable state securities Laws.

4.20 Holdings Capitalization.

(a) *Capital Stock*. All outstanding shares of Holdings Capital Stock are duly authorized, validly issued, fully paid, nonassessable and free of any preemptive rights, rights of first refusal and other similar rights.

(b) *Holdings Securities*. Except as set forth in this Section 4.20, there are (i) other than the Holdings Capital Stock, no outstanding shares of capital stock of, or other equity or voting interest in, Holdings; (ii) no outstanding securities of Holdings convertible into or exchangeable or exercisable for shares of capital stock of, or other equity or voting interest in, Holdings; (iii) no outstanding options, warrants or other rights or binding arrangements or commitments to acquire from Holdings, or that obligate Holdings to issue, any capital stock of, or other equity or voting interest in, or any securities convertible into or exchangeable for shares of capital stock of, or other equity or voting interest in, Holdings; (iv) no obligations of Holdings to grant, extend or enter into any subscription, warrant, right, convertible, exchangeable or exercisable security, or other similar Contract relating to any capital stock of, or other equity or voting interest in, Holdings; (v) no outstanding restricted shares, restricted share units, stock appreciation rights, performance shares, contingent value rights, "phantom" stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock of, or other securities or ownership interests in, Holdings (the items in clauses (i), (ii), (iii), (iv) and (v), collectively with the Holdings Capital Stock, the "**Holdings Securities**"); (vi) voting trusts, proxies or similar arrangements or understandings to which Holdings is a party or by which Holdings is bound with respect to the voting of any shares of capital stock of, or other equity or voting interest in, Holdings; and (vii) obligations or binding commitments of any character restricting the transfer of any shares of capital stock of, or other equity or voting interest in, Holdings to which Holdings is a party or by which it is bound. Holdings is not a party to any Contract that obligates it to repurchase, redeem or otherwise acquire any Holdings Securities. There are no accrued and unpaid dividends with respect to any outstanding shares of Holdings Capital Stock. Holdings does not have a stockholder rights plan in effect. There are no Contracts to which Holdings is a party obligating Holdings to accelerate the vesting of any equity-based grant, award or bonus or similar plan or program as a result of the transactions contemplated by this Agreement (whether alone or upon the occurrence of any additional or subsequent events).

(c) *Other Rights*. Holdings is not a party to any Contract relating to the voting of, requiring registration of, or granting any preemptive rights, anti-dilutive rights or rights of first refusal or other similar rights with respect to any Holdings Securities.

4.21 Subsidiaries.

(a) Section 4.21(a) of the Parent Disclosure Letter contains a true, correct and complete list of the name, jurisdiction of organization, capitalization and schedule of stockholders of each Subsidiary of Holdings as of the date hereof. Each Subsidiary of Holdings (i) is duly organized, validly existing and in good standing pursuant to the Laws of its jurisdiction of organization; and (ii) has the requisite corporate power and authority to carry on its respective business as it is presently being conducted and to own, lease or operate its respective properties and assets. Each Subsidiary of Holdings is duly qualified to do business and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so

qualified or in good standing would not reasonably be expected to have a Parent Material Adverse Effect. No Subsidiary of Holdings is in violation of any material provision of its charter, bylaws or other similar organizational documents.

(b) All of the outstanding capital stock of, or other equity or voting interest in, each Subsidiary of Holdings (i) has been duly authorized, validly issued and is fully paid and nonassessable; and (ii) is owned, directly or indirectly, by Holdings or a Subsidiary thereof, free and clear of all Liens (other than Permitted Liens), any other restriction on the right to vote, sell, transfer or otherwise dispose of such capital stock or other equity or voting interest and any other similar restrictions, and any other restriction that would prevent such Subsidiary from conducting its business as of the Closing in substantially the same manner that such business is conducted on the date of this Agreement.

(c) There are no outstanding (i) securities convertible into or exchangeable or exercisable for shares of capital stock of, or other equity or voting interest in, any Subsidiary of Holdings; (ii) options, warrants or other rights or arrangements obligating Holdings or any of its Subsidiaries to acquire from any Subsidiary of Holdings, or that obligate any Subsidiary of Holdings to issue, any capital stock of, or other equity or voting interest in, or any securities convertible into or exchangeable for, shares of capital stock of, or other equity or voting interest in, any Subsidiary of Holdings; or (iii) obligations of any Subsidiary of Holdings to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security, or other similar Contract relating to any capital stock of, or other equity or voting interest in, such Subsidiary to any Person other than Holdings or one of its Subsidiaries.

(d) *Other Investments*. Other than equity securities of Holdings' Subsidiaries, Holdings does not own or hold the right to acquire any equity securities, ownership interests or voting interests of, or securities exchangeable or exercisable therefor, or investments in, any other Person.

4.22 Financial Statements; No Undisclosed Liabilities.

(a) *V7, WAS and Indigo Financial Statements*. Section 4.22(a) of the Parent Disclosure Letter contains true and complete copies of (i) the Audited V7 and WAS Balance Sheets and the related consolidated statements of income and retained earnings, stockholders' equity and cash flows of each of V7 and its Subsidiaries and WAS and its Subsidiaries, as the case may be, for the fiscal year ended December 31, 2016, and (ii) the unaudited consolidated balance sheets of each of V7 and its Subsidiaries, WAS and its Subsidiaries and Indigo, as the case may be, as at June 30, 2017 and the related consolidated statements of income and retained earnings, stockholders' equity and cash flows of each of V7 and its Subsidiaries, WAS and its Subsidiaries and Indigo, as the case may be, for the six (6) month period then ended. The foregoing financial statements were prepared in accordance with (A) in the case of V7, IFRS, and (B) in the case of WAS and Indigo, United Kingdom Generally Accepted Accounting Practice and the requirements of the Companies Act 2006, applied on a consistent basis throughout the periods involved (except for the absence of notes and subject to normal and non-recurring year-end audit adjustments with respect to unaudited financial statements (which will not be material in the aggregate)) and (x) in the case of V7 fairly present, in all material respects, the consolidated financial position of V7 as of the dates thereof and its

financial performance and cash flows for the periods then ended and (y) in the case of WAS and Indigo, give a true and fair view of its consolidated affairs and profit as of the dates thereof and for the periods then ended. There are no unconsolidated Subsidiaries of Holdings or any off-balance sheet arrangements of the type required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated by the SEC.

(b) *No Undisclosed Liabilities*. Neither Holdings nor any of its Subsidiaries has any Liabilities of a nature required to be reflected or reserved against on a balance sheet (or the notes thereto) prepared in accordance with IFRS, other than Liabilities (i) reflected or otherwise reserved against in the Audited V7 and WAS Balance Sheets; (ii) arising pursuant to this Agreement or incurred in connection with the Transactions or any other transactions contemplated hereby; (iii) incurred on or after January 1, 2017 in the ordinary course of business consistent with past practice; or (iv) that would not have a Parent Material Adverse Effect. Holdings (x) was formed solely for the purpose of engaging in the Transactions and activities incidental thereto, (y) has no Liabilities other than expenses incurred in connection with the Transactions, and (z) and has not engaged, and prior to the Closing will not engage, in any business activities, and has not conducted, and prior to the Closing will not conduct, any operations, in each case, other than in connection with the Transactions and those incident to its formation.

4.23 Absence of Certain Changes. Since the date of the Audited V7 and WAS Balance Sheets through the date of this Agreement, the business of Holdings and its Subsidiaries has been conducted, in all material respects, in the ordinary course of business consistent with past practice. Since the date of the Audited V7 and WAS Balance Sheets through the date of this Agreement, there have been no Effects that have had or would reasonably be expected to have a Parent Material Adverse Effect.

4.24 Material Holdings Contracts. Section 4.24 of the Parent Disclosure Letter contains a true, correct and complete list of all Material Holdings Contracts to or by which Holdings or any of its Subsidiaries is a party or is bound. Each Material Holdings Contract is valid and binding on Holdings and its Subsidiaries, as applicable, enforceable against them in accordance with their terms, except as such enforceability may be limited by the Enforceability Limitations, and is in full force and effect, and none of Holdings, any of its Subsidiaries party thereto or, to the Knowledge of the Parent, any other party thereto is in breach of or default pursuant to any such Material Holdings Contract, except for such failures to be in full force and effect or such breaches or defaults that would not have a Parent Material Adverse Effect. No event has occurred that, with notice or lapse of time or both, would constitute such a breach or default pursuant to any Material Holdings Contract by Holdings or any of its Subsidiaries, or, to the Knowledge of the Parent, any other party thereto, except for such breaches and defaults that would not have a Parent Material Adverse Effect.

4.25 Property; Assets.

(a) *Leased Real Property*. A "**Holdings Lease**" shall mean any lease, sublease, license or other agreement, including all amendments and modifications thereto, pursuant to which Holdings or any of its Subsidiaries uses or occupies, or has the right to use or occupy, now or in the future, any real property as of the date of this Agreement and pursuant to

which Holdings or any of its Subsidiaries is obligated to pay consideration in excess of $100,000 (such property, the "**Holdings Leased Real Property**"). Section 4.25(a) of the Parent Disclosure Letter contains a true, correct and complete list of all Holdings Leases, and the Parent has made available to the Company true, correct and complete copies of all material Holdings Leases (including all material modifications, amendments and supplements thereto). With respect to each Holdings Lease and except as would not reasonably be expected to have a Parent Material Adverse Effect, (i) to the Knowledge of the Parent, there are no disputes with respect to such Holdings Lease; (ii) Holdings or one of its Subsidiaries has not collaterally assigned, encumbered or granted any other security interest in such Holdings Lease or any interest therein; and (iii) there are no Liens (other than Permitted Liens) on the estate or interest created by such Holdings Lease. Holdings or one of its Subsidiaries has valid leasehold estates in the Holdings Leased Real Property, binding and enforceable upon Holdings or its Subsidiaries, as applicable, free and clear of all Liens (other than Permitted Liens), subject to the Enforceability Limitations. Except as would not reasonably be expected to have a Parent Material Adverse Effect, neither Holdings nor any of its Subsidiaries is in default beyond any applicable notice and cure period pursuant to any Holdings Lease. None of Holdings or any of its Subsidiaries owns any real property.

(b) *Personal Property*. Holdings and each of its Subsidiaries has good title to, or a valid and binding lease for, all material tangible assets, personal property, machinery and equipment owned or leased by it or otherwise used in the conduct of its business (the "**Tangible Holdings Assets**"), free and clear of all Liens, other than Permitted Liens. Except as would not reasonably be expected to have a Parent Material Adverse Effect, to the Knowledge of the Parent, all of such Tangible Holdings Assets are in good operating condition (ordinary wear and tear excepted), taken as a whole, and have been and are being used in material compliance with applicable Law.

(c) *Sufficiency of Assets*. The Tangible Holdings Assets are sufficient for Holdings and each of its Subsidiaries to continue to operate their respective businesses following the Closing in substantially the same manner as they are conducted as of the date of this Agreement.

4.26 Environmental Matters. Except as would not reasonably be expected to have a Parent Material Adverse Effect, since January 1, 2016, neither Holdings nor any of its Subsidiaries (a) has received any written notice, demand, letter or claim alleging that Holdings or any Subsidiary has violated, or has any Liability under, any applicable Environmental Law; (b) has transported, produced, processed, imported, exported, manufactured, generated, used, treated, handled, stored, released, recycled, disposed, or arranged for the disposal, of any Hazardous Substances except in compliance with any applicable Environmental Law; or (c) has exposed any employee to Hazardous Substances in violation of Environmental Law under circumstances reasonably expected to give rise to any material Liability or obligation under any Environmental Law. The representations and warranties in this Section 4.26 shall constitute the sole and exclusive representations and warranties regarding any Environmental Law matter relating to Holdings and its Subsidiaries.

4.27 Intellectual Property.

(a) *Holdings Intellectual Property; Proceedings.* Section 4.27(a) of the Parent Disclosure Letter sets forth a true, correct and complete list as of the date of this Agreement of all (i) Holdings Registered Intellectual Property Rights and specifies, where applicable, the jurisdictions in which each such item of Holdings Registered Intellectual Property Rights has been filed, issued or registered; (ii) material unregistered Marks; and (iii) Legal Proceedings before any Governmental Authority (other than actions related to the ordinary course prosecution of Holdings Registered Intellectual Property Rights before the United States Patent and Trademark Office or the equivalent authority anywhere in the world) related to any such material Holdings Registered Intellectual Property Rights. Except as would not reasonably be expected to have a Parent Material Adverse Effect, (x) Holdings or a Subsidiary is the sole and exclusive owner of each item of Holdings Registered Intellectual Property Rights, (y) Holdings and each Subsidiary, as applicable, has maintained all material Holdings Registered Intellectual Property Rights in the ordinary course consistent with reasonable business practices and (z) neither Holdings nor any Subsidiary has taken any action or failed to take any action that could reasonably result in the abandonment, cancellation, invalidation, or unenforceability of any of its material Holdings Registered Intellectual Property Rights.

(b) *Right to Use; Absence of Liens*. Except as would not reasonably be expected to have a Parent Material Adverse Effect, Holdings or one of its Subsidiaries (i) owns and has legal and equitable title to each material Holdings Intellectual Property Right free and clear of any Liens (other than Permitted Liens) or (ii) has legally enforceable rights to use all Intellectual Property Rights reasonably necessary to the conduct of the business of Holdings and its Subsidiaries as presently conducted.

(c) *IP Contracts*. Section 4.27(c) of the Parent Disclosure Letter sets forth a true, correct and complete list of all Contracts to which Holdings or any of its Subsidiaries is a party and (i) pursuant to which the use by any Person of any material Holdings Intellectual Property Rights is permitted by Holdings, or any of its Subsidiaries, other than any (a) non-disclosure agreements entered into in the ordinary course of business; and (b) non-exclusive licenses granted in the ordinary course of business or in connection with the sale of Holdings' or its Subsidiaries' products; or (ii) pursuant to which the use by Holdings or any of its Subsidiaries of any material Intellectual Property Right is permitted by any Person, other than any (a) non-disclosure agreements entered into in the ordinary course of business; (b) non-exclusive licenses of commercially available Intellectual Property Rights licensed to Holdings or its Subsidiary for internal use on standard terms; and (c) non-exclusive licenses to Software and materials licensed as open-source, public-source or freeware (all such Contracts, the "**Holdings IP Contracts**"). Except as would not reasonably be expected to have a Parent Material Adverse Effect, the Holdings IP Contracts are valid, binding and enforceable between Holdings or a Subsidiary thereof, as applicable, and the other parties thereto, subject to the Enforceability Limitations, and there is no default under any Holdings IP Contract by Holdings, any of its Subsidiaries, or, to the Parent's Knowledge, by any other party thereto.

(d) *No Infringement*. To the Parent's Knowledge, the operation of the business of Holdings and its Subsidiaries as such business currently is conducted and has been conducted in the past three (3) years does not infringe, misappropriate or otherwise violate, and has not infringed, misappropriated or otherwise violated, the Intellectual Property Rights of any third Person in a manner that has or could reasonably be expected to result in a Parent Material Adverse Effect.

(e) *No Notice of Infringement*. Since January 1, 2016, neither Holdings nor any of its Subsidiaries has received written notice from any third Person, or been involved in any Legal Proceeding, alleging that the operation of the business of Holdings or any of its Subsidiaries infringes, misappropriates or otherwise violates the Intellectual Property Rights of any third Person in a manner that has or could reasonably be expected to result in a Parent Material Adverse Effect.

(f) *No Third Person Infringement*. Since January 1, 2016, neither Holdings nor any of its Subsidiaries has provided any third Person with written notice claiming that such third Person is infringing, misappropriating or otherwise violating any material Holdings Intellectual Property Right, and, except as would not have a Parent Material Adverse Effect, to the Knowledge of the Parent, no such activity is occurring.

(g) *IP Assignments*. Except as would not reasonably be expected to have a Parent Material Adverse Effect, each Person who contributed to or was involved in the creation or development of any material Holdings Intellectual Property Rights for Holdings or any of its Subsidiaries has signed an agreement sufficient to transfer to such Holdings or Subsidiary ownership of all right, title and interest of such Persons in such Holdings Intellectual Property Rights.

(h) *Proprietary Information; Source Code*. Except as would not reasonably be expected to have a Parent Material Adverse Effect, (i) Holdings and each of its Subsidiaries has taken commercially reasonable steps to protect and preserve the confidentiality of all source code and other material Trade Secrets included in the Holdings Intellectual Property Rights and used by Holdings or any of its Subsidiaries in its business as currently conducted, (ii) to the Knowledge of the Parent, there are (A) no defects in any of the products of Holdings or any of its Subsidiaries that would prevent the same from performing materially in accordance with their user specifications; and (B) no viruses, worms, Trojan horses or similar disabling codes or programs in any of the same, and (iii) Holdings and its Subsidiaries have not disclosed, delivered, licensed or otherwise made available, and do not have a duty or obligation to disclose, deliver, license, or otherwise make available, any source code that embodies material Holdings Intellectual Property Rights to any Person.

(i) *Open Source Software*. Except as would not reasonably be expected to have a Parent Material Adverse Effect, to the Knowledge of the Parent, no material product or service of Holdings or any of its Subsidiaries is distributed with any Software that is licensed to Holdings or any of its Subsidiaries pursuant to, or is otherwise subject to, an open source, public-source, freeware or other third party license agreement that, in each case, requires Holdings or any of its Subsidiaries to disclose or license any material proprietary source code that embodies material Holdings Intellectual Property Rights or that requires any material product to be made available at no charge.

4.28 Tax Matters. Except for those matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect:

(a) *Tax Returns*. Holdings and each of its Subsidiaries have (i) duly and timely filed or caused to be filed (taking into account valid extensions) all Tax Returns required to be filed by any of them and all such Tax Returns are complete and accurate; and (ii) paid, or have adequately reserved (in accordance with IFRS) for the payment of, all Taxes that are required to be paid. Neither Holdings nor any of its Subsidiaries has executed any waiver of any statute of limitations on, or extended the period for the assessment or collection of, any Tax, in each case that has not since expired.

(b) *Tax Liens.* There are no Liens for Taxes (other than Permitted Liens) upon any of the assets of Holdings or any of its Subsidiaries.

(c) *Withholding Taxes*. Holdings and each of its Subsidiaries has timely paid or withheld with respect to their employees and other third Persons all Taxes (including United States federal and state income Taxes, Federal Insurance Contribution Act, Federal Unemployment Tax Act, Canadian federal and provincial income Taxes, Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, employer health Taxes and other similar Taxes) required to be paid or withheld and has remitted such Taxes to the applicable Governmental Authority within the time prescribed by applicable Law.

(d) *No Audits*. No audits or other examinations with respect to Taxes of Holdings or any of its Subsidiaries are presently in progress or have been asserted or proposed in writing. No assessments or reassessments of any of the Canadian Subsidiaries is currently the subject of an objection or appeal.

(e) *No Listed Transaction*. Neither Holdings nor any of its Subsidiaries has engaged in a "listed transaction" as set forth in Treasury Regulation § 1.6011-4(b)(2).

(f) *Tax Agreements*. Neither Holdings nor any of its Subsidiaries is a party to or bound by any Tax allocation, sharing or indemnity Contract or arrangement other than any such Contract or arrangement (i) that is a Contract entered into in the ordinary course of business and the principal purpose of which is not Taxes or (ii) that is solely between or among Holdings and one or more of its Subsidiaries.

(g) Neither Holdings nor any of its Subsidiaries has any liability for Taxes of any Person (other than Holdings or any Subsidiary) arising from the application of Treasury Regulation Section 1.1502-6 or any analogous provision of state, local or foreign Law, or as a transferee or successor, or otherwise (including pursuant to the Tax Act).

(h) Within the past three (3) years, neither Holdings nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" in a distribution intended to qualify for Tax-free treatment under Section 355 of the Code.

(i) Neither Holdings nor any of its Subsidiaries is, will be (regardless of whether or not the Transactions occur), or would be, as a result of the Transactions, required to include amounts in income, profits or gains, or exclude items of deduction (in either case for Tax purposes), or otherwise become liable for any Tax (including with respect to withdrawal for relief previously obtained), for any Tax period or in respect of any transaction or acquisition, as a result of (i) a change in method of Tax accounting or period; (ii) an installment sale or "open

transaction" disposition; (iii) a prepaid amount received, accrued, or paid; (iv) deferred income or gain; (v) an election under Section 108(i) of the Code or Section 80 of the Tax Act; (vi) Section 481 of the Code, or, in the case of each of the foregoing, any corresponding or similar provision of state, local, or non-U.S. Law; (vii) the recapture of any Tax credit or other special Tax benefit; (viii) the use of any special accounting method (such as the long-term method of accounting for long-term contracts); (ix) claiming any reserve or Tax credit; or (x) the application of any non-U.S. Law relating to Taxes.

(j) Each Canadian Subsidiary has charged, collected and remitted on a timely basis all Taxes as required under any applicable Law on any sale, supply or delivery whatsoever, made by it, and each such Canadian Subsidiary is validly registered as a vendor with the relevant Governmental Authorities for the collection of such Taxes. All input tax credits, refunds, rebates and similar adjustments of Taxes claimed by each Canadian Subsidiary have been validly claimed and correctly calculated as required by Law, and each such Canadian Subsidiary has retained all documentation prescribed by applicable Law to support such claims. Where applicable, each Canadian Subsidiary (i) has obtained all required information and documentation to support any zero-rating treatment of its supplies, and (ii) has been furnished with valid exemption certificates or their equivalent and has retained all such records and supporting documents in the manner required by applicable Law.

(k) The Parent will procure that any acquisition of shares or securities by it or Holdings in connection with, or contemplation of, the Transactions will be duly stamped for the purposes of UK stamp duty and stamp duty reserve tax prior to the relevant register of members being written up and prior to the Transactions being effected.

(l) Other than the liability to stamp duty or stamp duty reserve Tax referred to in Section 4.28(k), neither the entry into and/or completion of any of the Transactions or any other transaction contemplated by this agreement (including the acquisition of shares or securities by the Parent, Holdings or any of their Subsidiaries in contemplation of the Transactions) will give rise to any liability for Tax for Holdings or its Subsidiaries (including by reference to any: accrual or receipt of any income, profit or gain; disposal; loss or clawback of any previously claimed relief; or the withdrawal or unavailability of any Tax losses, in each case whether deemed or actual).

(m) *Exclusive Representations*. The representations and warranties in this Section 4.28 shall constitute the sole and exclusive representations and warranties regarding any Tax matter relating to Holdings and its Subsidiaries, including any representations or warranties regarding compliance with Tax Laws, liability for Taxes, the filing of Tax Returns, and the accrual and reserves for Taxes on any financial statements or books and records of Holdings and its Subsidiaries (but excluding Tax matters addressed in Section 4.29).

4.29 Employee Plans.

(a) *Employee Plans*. For purposes of this Agreement, (i) all "employee benefit plans" (as defined in Section 3(3) of ERISA), whether or not subject to ERISA; and (ii) all other employment, bonus, stock option, stock purchase or other equity-based, benefit, incentive compensation, profit sharing, pension, savings, retirement, disability, insurance,

vacation, deferred compensation, severance, termination, retention, change of control and other similar material fringe, health, dental, welfare or other employee benefit plans, programs, agreement, contracts, policies or binding arrangements (whether or not in writing) maintained or contributed to for the benefit of any current or former employee or director of Holdings, any of its Subsidiaries or with respect to which Holdings or any of its Subsidiaries has any current material Liability, contingent or otherwise, are referred to herein as the "**Holdings Employee Plans**". With respect to each Holdings Employee Plan, to the extent applicable, the Parent has made available to the Company copies of (A) the most recent annual report required to have been filed for each Holdings Employee Plan, including all schedules thereto; (B) the most recent determination letter or opinion letter, if any, from the applicable Governmental Authority with respect to each Holdings Employee Plan; (C) the plan documents including all amendments thereto (or in the case of an unwritten Holdings Employee Plan, a written description of the material terms of such plan), summary plan descriptions and summaries of material modification; (D) any related trust agreements, insurance contracts, insurance policies or other documents of any funding arrangements; and (E) any notices or other correspondence to or from the applicable Governmental Authority relating to any material compliance issues in respect of any such Holdings Employee Plan.

(b) *Absence of Certain Plans*. Neither Holdings nor any other trade or business (whether or not incorporated) that would be treated as a single employer with or any of its Subsidiaries pursuant to Section 414 of the Code currently maintains, sponsors, participates in, contributes to or is required to contribute to, nor has ever maintained, sponsored, participated in, contributed to, or been required to contribute to, (i) a "multiemployer plan" (as defined in Section 3(37) of ERISA); (ii) a "multiple employer plan" (as defined in Section 4063 or Section 4064 of ERISA); (iii) a plan subject to Section 302 of Title I of ERISA, Section 412 of the Code or Title IV of ERISA; or (iv) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA). None of the Holdings Employee Plans is a registered pension plan, as that term is defined in section 248(1) of the Tax Act.

(c) *Compliance*. (i) Each Holdings Employee Plan has been maintained, administered and invested in all material respects in accordance with its terms and with applicable Law, including the applicable provisions of ERISA and the Code, (ii) each Holdings Employee Plan intended to be "qualified" under Section 401(a) of the Code is so qualified and Holdings and its Subsidiaries have received favorable determination letters or are entitled, under applicable IRS guidance, to rely on a current favorable opinion or advisory letter from the IRS, as to the tax qualification of such Holdings Employee Plan and (iii) to the Parent's Knowledge, nothing has occurred since the date of any such opinion or determination letter (if any) that would reasonably be expected to cause the applicable Governmental Authority to revoke such determination or adversely affect such qualified status.

(d) *Holdings Employee Plan Legal Proceedings*. There are no material Legal Proceedings pending or, to the Knowledge of the Parent, threatened on behalf of or against any Holdings Employee Plan, the assets of any trust pursuant to any Holdings Employee Plan, or the plan sponsor, plan administrator or any fiduciary or any Holdings Employee Plan with respect to the administration or operation of such plans, other than routine claims for benefits that have been or are being handled through an administrative claims procedure.

(e) *No Retiree Welfare Benefit Plan*. No Holdings Employee Plan that is (i) a "welfare benefit plan" within the meaning of Section 3(1) of ERISA, or (ii) for the benefit of Canadian employees or former employees of Holdings or any of its Subsidiaries, provides post-termination or retiree life insurance, health or other welfare benefits to any person, except as may be required by Section 4980B of the Code or any similar Law.

(f) *Section 409A*. Each Holdings Employee Plan that is subject to Section 409A of the Code has been maintained, in form and operation, in compliance with Section 409A of the Code, and Holdings and its Subsidiaries do not have any obligation to gross up, indemnify or otherwise reimburse any Person for any Taxes (or potential Taxes) imposed (or potentially imposed) pursuant to Section 409A of the Code.

(g) *Effect of the Transactions*. The consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) entitle any current or former employee or officer of Holdings or any Subsidiary to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, or (ii) accelerate the time of payment or vesting, or increase the amount of compensation due any such employee or officer. No amounts payable under the Holdings Employee Plans will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code and Holdings is not obligated to gross-up, indemnify or otherwise reimburse any Person for Taxes (or potential taxes) imposed (or potentially imposed) pursuant to Section 4999 of the Code.

(h) *Contributions and Premiums.* All contributions or premiums required to be made by Holdings or any of its Subsidiaries to a Holdings Employee Plan have been made in a timely fashion and in accordance with applicable Law.

4.30 Labor Matters.

(a) *Union Activities.* Neither Holdings nor any of its Subsidiaries is currently a party to any Collective Bargaining Agreement, voluntary recognition agreement or other legally binding commitment with any labor union, trade union or employee organization. To the Knowledge of the Parent, there are no current activities or proceedings of any labor or trade union to organize any employees of Holdings or any of its Subsidiaries with regard to their employment with Holdings or any of its Subsidiaries. No Collective Bargaining Agreement representation petition, certification proceeding, unfair labor practice complaint or other proceeding before the National Labor Relations Board, trade council or similar government authority is currently underway or being negotiated by Holdings or any of its Subsidiaries, nor is any such proceeding pending or, to the Knowledge of the Parent, threatened directly against Holdings or any of its Subsidiaries. To the Knowledge of the Parent, there is no strike, lockout, slowdown, or work stoppage against Holdings or any of its Subsidiaries pending or, to the Knowledge of the Parent, threatened directly against Holdings or any of its Subsidiaries.

(b) *Wage and Hour Compliance*. Holdings and each of its Subsidiaries is in compliance with applicable Laws and Orders with respect to employment (including applicable Laws regarding wage and hour requirements, immigration status, discrimination in employment, employment practices, employee health and safety, and collective bargaining), except for instances of such noncompliance that would not reasonably be expected to have a Parent Material Adverse Effect.

(c) *Plant Closures and Layoffs*. None of the Parent, Holdings, or any of Holdings' Subsidiaries has any Liability under the WARN Act, and any similar state, local or foreign Law, with respect to any events occurring or conditions existing on or prior to the date of this Agreement.

4.31 Permits. Except as would not reasonably be expected to have a Parent Material Adverse Effect, Holdings and its Subsidiaries hold, to the extent legally required, all Permits that are required for the operation of the business of Holdings and its Subsidiaries. Holdings and its Subsidiaries are in compliance with the terms of all Permits, and no suspension or cancellation of any of the Permits is pending or, to the Knowledge of the Parent, threatened, except for such noncompliance, suspensions or cancellations that would not reasonably be expected to have a Parent Material Adverse Effect.

4.32 Compliance with Laws. Each of Holdings and each of its Subsidiaries is and, since January 1, 2016, has been in material compliance with all Laws and Orders (i) that are applicable to Holdings and its Subsidiaries, (ii) by which Holdings or any of its Subsidiaries or any of their respective businesses or properties is bound, or (iii) that are applicable to the conduct of the business or operations of Holdings and its Subsidiaries, except, in each case, for noncompliance that would not reasonably be expected to have a Parent Material Adverse Effect. Since January 1, 2016, no Governmental Authority has issued any written notice stating that Holdings or any of its Subsidiaries is not in compliance with any Law, except where such non-compliance would not reasonably be expected to have a Parent Material Adverse Effect. No representation or warranty is made in this Section 4.32 with respect to (a) compliance with Environmental Law, which is covered solely in Section 4.26; (b) compliance with applicable Tax Laws, which is covered in Section 4.28; and (c) compliance with anti-bribery and anti-corruption Laws, to the extent such compliance is covered in Section 4.35.

4.33 Insurance. As of the date of this Agreement, Holdings and its Subsidiaries have all material policies of insurance covering Holdings and its Subsidiaries and any of their respective employees, properties or assets, including policies of life, property, fire, workers' compensation, products liability, directors' and officers' liability and other casualty and liability insurance, that is customarily carried by Persons conducting business similar to that of Holdings and its Subsidiaries and are necessary for the conduct of the business or operations of Holdings and its Subsidiaries. All such insurance policies are legal, valid, binding and enforceable and in full force and effect, no notice of cancellation has been received and there is no existing default or event with respect to any insureds' obligations under such insurance policies (including with respect to payment of premiums) that, with notice or lapse of time or both, would constitute a default by any insured thereunder, except for such defaults that would not reasonably be expected to have a Parent Material Adverse Effect. Holdings and its Subsidiaries maintain all material insurance policies required to be maintained pursuant to the terms and conditions of any active Material Holdings Contract with any customer or supplier.

4.34 Related Person Transactions. Except for compensation or other employment arrangements in the ordinary course of business consistent with past practice, there are no

Contracts, transactions, arrangements or understandings between the Parent, Holdings or any of their Subsidiaries, on the one hand, and any Affiliate, officer, manager, employees, or director of the Parent, Holdings or any of their Subsidiaries or any Person owning 5% or more of the shares of Holdings Capital Stock (or any of such Person's immediate family members or Affiliates or associates), on the other hand, of a nature that would (if Holdings were subject to such requirements) be required to be disclosed by Holdings pursuant to Item 404 of Regulation S-K promulgated by the SEC.

4.35 Anti-Bribery and Anti-Corruption.

(a) Holdings and its Subsidiaries are currently, and for the five (5) years immediately preceding the date of this Agreement have been, in compliance in all material respects with all applicable anti-corruption and anti-bribery Laws, including the FCPA, the Canadian Corruption of Foreign Public Officials Act ("**CFPOA**"), and the Criminal Code of Canada ("**CCC**").

(b) None of Holdings, its Subsidiaries or, to the Knowledge of the Parent, any officer, director, agent, employee or other Person acting on their behalf, has, during the five (5) years immediately preceding the date of this Agreement, directly or indirectly: (1) made, offered, authorized or promised to make any unlawful payment, contribution or transfer of anything of value to any officer, employee or representative of a foreign or domestic government or any department, agency or instrumentality thereof (including any state-owned enterprise) in violation of Law; or (2) otherwise taken any action which would cause Holdings or any of its Subsidiaries to be in violation of applicable anti-corruption and anti-bribery Laws, including the FCPA, CFPOA or CCC, in any material respect.

4.36 Information Technology. Except as would not reasonably be expected to have a Parent Material Adverse Effect:

(a) all Information Technology currently used in connection with the conduct of the business or operations of Holdings and its Subsidiaries is either owned by, or leased or licensed to, Holdings or its Subsidiaries. As of the date of this Agreement, no written notice of defect has been sent or received by Holdings or its Subsidiaries in respect of any license or lease under which Holdings or its Subsidiaries receives Information Technology;

(b) the Information Technology owned or leased by Holdings and its Subsidiaries has the capacity and performance necessary to fulfill the requirements it currently performs;

(c) all of the Information Technology owned by Holdings or its Subsidiaries is held by Holdings or a Subsidiary of Holdings as sole, legal, exclusive, and beneficial owner and is held free of Liens or any other similar third party rights or interests, except for Permitted Liens; and

(d) the records, systems, controls and data used by Holdings or its Subsidiaries are recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by third parties with whom Holdings or its Subsidiaries has contracted for such services (including holding through electronic, mechanical or photographic process whether computerized or not).

4.37 Personal Data; Customer Data.

(a) With respect to all Personal Data that is or previously has been possessed or otherwise controlled by or on behalf of Holdings and its Subsidiaries, Holdings and its Subsidiaries have (i) complied with the privacy policy or service agreement under which such Personal Data was collected, if applicable and with all applicable Laws governing the collection, sharing, use or security from unauthorized disclosure of such Personal Data, (ii) implemented and maintained a system of internal controls sufficient to provide reasonable assurance that Holdings and its Subsidiaries comply in all material respects with such Laws and that Holdings and its Subsidiaries will not collect, fail to secure, share or use such Personal Data in a manner that breaches or violates (A) such Laws, (B) any internal or customer-facing or consumer-facing privacy or data security policy adopted by Holdings and its Subsidiaries, or (C) any contractual commitment made by Holdings or its Subsidiaries that is applicable to such Personal Data, and (iii) in connection with each third party servicing, outsourcing or similar arrangement, contractually obligated any service provider who has access to Personal Data to (A) comply in all material respects with the Laws described in clause (i) with respect to any Personal Data acquired from or with respect to Holdings and its Subsidiaries, (B) take reasonable steps to protect and secure from unauthorized disclosure any Personal Data acquired from or with respect to Holdings and its Subsidiaries, and (C) restrict use of any Personal Data acquired from or with respect to Holdings to those authorized or required under the servicing, outsourcing or similar arrangement; except in each case of (i), (ii) or (iii), where such failure or non-compliance would not be reasonably be expected to have a Parent Material Adverse Effect.

(b) Holdings and its Subsidiaries have established and implemented policies, programs and procedures to protect the confidentiality, integrity and security of Customer Data and Personal Data that are commercially reasonable and in compliance with any applicable Law, except where such failure or non-compliance would not be reasonably be expected to have a Parent Material Adverse Effect.

(c) To the Parent's Knowledge, neither Holdings nor any of its Subsidiaries have, in the past three (3) years, experienced any material loss, damage, or unauthorized access, disclosure, use or breach of security of any Customer Data or Personal Data that is or previously has been possessed or otherwise controlled by or on behalf of Holdings or any of its Subsidiaries.

4.38 Customers and Suppliers.

(a) Section 4.38(a) of the Parent Disclosure Letter sets forth a complete and correct list of the top twenty (20) customers (each, a "**Parent Material Customer**") of Holdings and its Subsidiaries, for the most recent fiscal year and the amount of sales to each such customer during such period. Except as set forth in Section 4.38(a) of the Parent Disclosure Letter, since December 31, 2015, no Parent Material Customer has cancelled or otherwise terminated, or materially reduced, or provided notice of its intent to cancel, terminate, or materially reduce, its relationship with Holdings or any of its Subsidiaries nor is there any material dispute therewith.

(b) Section 4.38(b) of the Parent Disclosure Letter sets forth a complete and correct list of the top twenty (20) suppliers (each, a "**Parent Material Supplier**") of each of Holdings and its Subsidiaries for the most recent fiscal year and the amount of purchases from each such supplier during such period. Except as set forth on Section 4.38(b) of the Parent Disclosure Letter, since December 31, 2015, no Parent Material Supplier has cancelled or otherwise terminated, or materially reduced, or provided notice of its intent to cancel, terminate, or materially reduce, its relationship with Holdings or any of its Subsidiaries nor is there any material dispute therewith.

ARTICLE V
INTERIM OPERATIONS OF THE COMPANY

5.1 Affirmative Obligations of the Company. Except (a) as required by the terms of this Agreement or the Spin-Off Agreements; (b) as set forth in Section 5.1 or Section 5.2 of the Company Disclosure Letter; or (c) as approved by the Parent in writing (which approval will not be unreasonably withheld, conditioned or delayed), at all times during the period commencing with the execution and delivery of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, the Company will, and will cause each of its Subsidiaries to, (i) use its respective reasonable best efforts to maintain its existence in good standing pursuant to applicable Law; (ii) subject to the restrictions and exceptions set forth in Section 5.2, conduct its business and operations in the ordinary course of business consistent with past practice; and (iii) use its respective reasonable best efforts, consistent with past practices and policies, to (A) preserve intact its material assets, properties, Contracts or other legally binding understandings, licenses and business organizations; and (B) preserve the current relationships with customers, suppliers, distributors, lessors, licensors, licensees, creditors, contractors and other Persons with which the Company or any of its Subsidiaries has material business relations; provided, however, that no action by the Company and its Subsidiaries shall be restricted pursuant to this Section 5.1 with respect to the IDI Business, SpinCo Assets, SpinCo Liabilities, or any of the SpinCo Subsidiaries (x) so long as such action does not adversely affect the other businesses, assets or liabilities of the Company and its Subsidiaries or (y) to the extent such actions are required by the Spin-Off Agreements.

5.2 Forbearance Covenants of the Company. Except (a) as set forth in Section 5.2 of the Company Disclosure Letter; or (b) as approved by the Parent in writing (which approval will not be unreasonably withheld, conditioned or delayed); or (c) as permitted or required by the terms of this Agreement, any Company Transaction Document, or the Spin-Off Agreements, during the period commencing with the execution and delivery of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, the Company will not, and will not permit any of its Subsidiaries (other than any of the SpinCo Subsidiaries, so long as such action does not adversely affect the businesses, assets or liabilities of the Company and its Subsidiaries other than the SpinCo Subsidiaries or such actions are required by the Spin-Off Agreements), to:

(i) amend the Charter, the Bylaws or any other similar organizational document of the Company or the certificate of incorporation, bylaws or any other similar organizational document of any Subsidiary;

(ii) propose or adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(iii) other than the Interim Stock Issuance, issue, sell, deliver or agree or commit to issue, sell or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any Company Securities or any other securities of the Company or any of its Subsidiaries, except for the issuance and sale of shares of Company Common Stock pursuant to Company Options, Company Warrants or Company Restricted Stock Units outstanding as of the Capitalization Date in accordance with their terms, including, if applicable, the terms of the Company Stock Plans or as required by the Employee Matters Agreement;

(iv) directly or indirectly acquire, repurchase or redeem any Company Securities or any other securities of the Company or any of its Subsidiaries, except for repurchases or forfeitures of Company Securities pursuant to the terms and conditions of Company Options, Company Warrants or Company Restricted Stock Units outstanding as of the date of this Agreement in accordance with their terms, including the terms of the Company Stock Plans;

(v) (A) adjust, split, combine or reclassify any shares of capital stock, or issue or authorize or propose the issuance of any other Company Securities or any other securities of the Company or any of its Subsidiaries in respect of, in lieu of or in substitution for, shares of its capital stock or other equity or voting interest; (B) declare, set aside or pay any dividend or other distribution (whether in cash, shares or property or any combination thereof) in respect of any shares of capital stock or other equity or voting interest, or make any other actual, constructive or deemed distribution in respect of the shares of capital stock or other equity or voting interest, except for cash dividends made by any direct or indirect wholly owned Subsidiary of the Company to the Company or one of its other wholly owned Subsidiaries or in connection with any internal reorganization transactions solely among the wholly owned Subsidiaries of the Company; (C) pledge or encumber any shares of its capital stock or other equity or voting interest; or (D) modify the terms of any shares of its capital stock or other equity or voting interest;

(vi) (A) incur, assume or suffer, or redeem, repurchase, prepay or defease, any Indebtedness (including any long-term or short-term debt) or issue any debt securities, except (1) for trade payables incurred in the ordinary course of business consistent with past practice; (2) for loans or advances to direct or indirect wholly owned Subsidiaries of the Company (other than loans or advances to SpinCo or SpinCo Subsidiaries that are not the SpinCo Note); and (3) for the

incurrence of Indebtedness under the Credit Agreement or the Promissory Notes such that the aggregate amount of Indebtedness under the Credit Agreement and Promissory Notes will not exceed $70,000,000 as of immediately prior to the Closing; (B) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, except with respect to obligations of direct or indirect wholly owned Subsidiaries of the Company (other than obligations of SpinCo or SpinCo Subsidiaries); (C) make any loans, advances or capital contributions to, or investments in, any other Person, except for (1) extensions of credit to customers in the ordinary course of business consistent with past practice; (2) advances to directors, officers and other employees for travel and other business-related expenses, in each case in the ordinary course of business consistent with past practice and in compliance in all material respects with the Company's or its Subsidiaries' policies related thereto; and (3) loans or advances to direct or indirect wholly owned Subsidiaries of the Company (other than loans or advances to SpinCo or SpinCo Subsidiaries that are not the SpinCo Note); or (D) acquire, lease, license, sell, abandon, transfer, assign, guarantee, exchange, mortgage, pledge, or otherwise encumber any assets, tangible or intangible, or create or suffer to exist any Lien thereupon (other than Permitted Liens);

(vii) settle or compromise, release or waive any pending or threatened Legal Proceeding, except for the settlement or compromise, release or waiver of any Legal Proceeding that is in the ordinary course of business consistent with practice and does not include any obligation (other than payments of money not to exceed $100,000 individually or $1,000,000 in the aggregate) to be performed by the Company or its Subsidiaries following the Closing (including any obligation to refrain from taking or performing any activities or actions);

(viii) except as required by applicable Law or GAAP, (A) revalue in any material respect any of its properties or assets, including writing-off notes or accounts receivable, other than in the ordinary course of business consistent with past practice; or (B) make any material change in any of its accounting principles or practices;

(ix) (A) make or change any material Tax election; (B) settle or compromise any material Tax claim or assessment; (C) amend any income or other material Tax Return; (D) waive any right to claim a Tax refund; (E) consent to any extension or waiver of any limitation period with respect to any material Tax claim or assessment; or (F) change any method of accounting for Tax purposes;

(x) (A) incur or commit to incur any capital expenditures in excess of $100,000 individually or $1,000,000 in the aggregate, other than pursuant to obligations imposed by Material Company Contracts in effect as of the date of this Agreement and made available to the Parent; (B) enter into, modify, amend, renew, extend, modify or terminate, or otherwise waive, release or assign any rights, claims or benefits of the Company or any of its Subsidiaries

under, any Material Company Contract, except in the ordinary course of business consistent with past practice; or (C) engage in any transaction with, or enter into any agreement, Contract, arrangement or understanding with, any Affiliate of the Company or other Person covered by Item 404 of Regulation S-K promulgated by the SEC;

(xi) acquire (by merger, consolidation or acquisition of stock or assets) any other Person or any material equity interest therein or enter into any joint venture, partnership, limited liability company or similar arrangement with any third Person;

(xii) adopt or implement any stockholder rights plan or similar arrangement, in each case, applicable to the Transactions or any other transaction consummated pursuant to the Parent's rights under Section 5.5(d)(i)(C) or Section 5.5(d)(ii)(D), except for a Subsidiary which will be included in the Spin-Off;

(xiii) except as required by applicable Law, convene any regular or special meeting of the Company's stockholders or of the holders of any securities of its Subsidiaries;

(xiv) enter into any Contract that by its terms limits, curtails or restricts the ability of the Company or any of its Subsidiaries to compete or conduct activities in any geographic area, line of business, or with any Person, in each case in a manner that is or would reasonably be expected to be material to the operations of the Company and its Subsidiaries taken as a whole;

(xv) other than as required by Company Employee Plans in effect as of the date hereof, (A) grant or provide any change of control, severance, retention, termination or similar payments or benefits to any individual, (B) increase the compensation, bonus opportunity or other benefits of any individual (other than in the ordinary course consistent with past practice, with respect to non-officer employees), (C) pay to any individual any compensation or benefit not provided for any Company Employee Plans in effect as of the date hereof, other than the payment of base cash compensation in the ordinary course of business consistent with past practice, (D) establish, adopt, terminate or amend any Company Employee Plan, except as required by Law, (E) enter into any trust, annuity or insurance Contract or similar agreement or take any other action to fund or otherwise secure the payment of any compensation or benefit, (F) take any action to accelerate the time of payment or vesting of any compensation or benefit or (G) enter into a collective bargaining, works council or similar agreement applicable to employees of the Company or its Subsidiaries; or

(xvi) authorize any of, or enter into or agree or commit to enter into a Contract to take, any of the actions prohibited by this Section 5.2.

5.3 Affirmative Obligations of the Parent. Except (a) as required by the terms of this Agreement; (b) as set forth in Section 1.1(ttt), Section 5.3 or Section 5.4 of the Parent Disclosure

Letter; or (c) as approved by the Company in writing (which approval will not be unreasonably withheld, conditioned or delayed), at all times during the period commencing with the execution and delivery of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, the Parent shall cause Holdings and each of the Subsidiaries of Holdings to, (i) use its respective reasonable best efforts to maintain its existence in good standing pursuant to applicable Law; (ii) subject to the restrictions and exceptions set forth in Section 5.4, conduct its business and operations in the ordinary course of business consistent with past practice; and (iii) use its respective reasonable best efforts, consistent with past practices and policies, to (A) preserve intact its material assets, properties, Contracts or other legally binding understandings, licenses and business organizations; and (B) preserve the current relationships with customers, suppliers, distributors, lessors, licensors, licensees, creditors, contractors and other Persons with which Holdings or any of its Subsidiaries has material business relations.

5.4 Forbearance Covenants of the Parent. Except (a) as set forth in Section 1.1(ttt) and Section 5.4 of the Parent Disclosure Letter; or (b) as approved by the Company in writing (which approval will not be unreasonably withheld, conditioned or delayed); or (c) as permitted or required by the terms of this Agreement, during the period commencing with the execution and delivery of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, the Parent shall not permit Holdings or any Subsidiary of Holdings to:

(i) amend the certificate of incorporation, the bylaws or any other similar organizational document of Holdings or any Subsidiary;

(ii) propose or adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(iii) issue, sell, deliver, transfer or agree or commit to issue, sell, deliver or transfer (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any Holdings Securities or any other securities of Holdings or any of its Subsidiaries;

(iv) directly or indirectly acquire, repurchase or redeem any Holdings Securities or any other securities of Holdings or any of its Subsidiaries;

(v) (A) adjust, split, combine or reclassify any shares of capital stock, or issue or authorize or propose the issuance of any other Holdings Securities or any other securities of Holdings or any of its Subsidiaries in respect of, in lieu of or in substitution for, shares of its capital stock or other equity or voting interest; (B) declare, set aside or pay any dividend or other distribution (whether in cash, shares or property or any combination thereof) in respect of any shares of capital stock or other equity or voting interest, or make any other actual, constructive or deemed distribution in respect of the shares of capital stock or other equity or voting interest, except for cash dividends by Holdings or any Subsidiary of Holdings declared and paid prior to the Closing; (C) pledge or

encumber any shares of its capital stock or other equity or voting interest; or (D) modify the terms of any shares of its capital stock or other equity or voting interest;

(vi) (A) incur, assume or suffer, or redeem, repurchase, prepay or defease, any Indebtedness (including any long-term or short-term debt) or issue any debt securities, except (1) for trade payables incurred in the ordinary course of business consistent with past practice; (2) for loans or advances to direct or indirect wholly owned Subsidiaries of Holdings; and (3) for the incurrence of indebtedness for borrowed money such that the aggregate amount of such indebtedness for borrowed money outstanding at Holdings and its Subsidiaries as of the Closing will not exceed $40,000,000 (net of available cash on hand), which amount may be increased to $75,000,000 (net of available cash on hand) provided that such excess amount is incurred solely in connection with Permitted Acquisitions; (B) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, except with respect to obligations of direct or indirect wholly owned Subsidiaries of Holdings; (C) make any loans, advances or capital contributions to, or investments in, any other Person, except for (1) extensions of credit to customers in the ordinary course of business consistent with past practice; (2) advances to directors, officers and other employees for travel and other business-related expenses, in each case in the ordinary course of business consistent with past practice and in compliance in all material respects with Holdings' or its Subsidiaries' policies related thereto; and (3) loans or advances to direct or indirect wholly owned Subsidiaries of Holdings; or (D) acquire (other than pursuant to Permitted Acquisitions), lease, license, sell, abandon, transfer, assign, guarantee, exchange, mortgage, pledge, or otherwise encumber any assets, tangible or intangible, or create or suffer to exist any Lien thereupon (other than Permitted Liens);

(vii) settle or compromise, release or waive any pending or threatened Legal Proceeding, except for the settlement or compromise, release or waiver of any Legal Proceeding that is in the ordinary course of business consistent with practice and does not include any obligation (other than payments of money not to exceed $100,000 individually or $1,000,000 in the aggregate) to be performed by Holdings or its Subsidiaries following the Closing (including any obligation to refrain from taking or performing any activities or actions);

(viii) except as required by applicable Law or IFRS, (A) revalue in any material respect any of its properties or assets, including writing-off notes or accounts receivable, other than in the ordinary course of business consistent with past practice; or (B) make any material change in any of its accounting principles or practices;

(ix) (A) make or change any material Tax election; (B) settle or compromise any material Tax claim or assessment; (C) amend any income or other material Tax Return; (D) waive any right to claim a Tax refund; (E) consent

to any extension or waiver of any limitation period with respect to any material Tax claim or assessment; or (F) change any method of accounting for Tax purposes;

(x) except for Permitted Acquisitions, acquire (by merger, consolidation or acquisition of stock or assets) any other Person or any material equity interest therein or enter into any joint venture, partnership, limited liability company or similar arrangement with any third Person;

(xi) enter into or amend (A) any Contract that by its terms limits, curtails or restricts the ability of Holdings or any of its Subsidiaries to compete or conduct activities in any geographic area, line of business, or with any Person, in each case in a manner that is or would reasonably be expected to be material to the operations of Holdings and its Subsidiaries taken as a whole; or (B) any Contract with an Affiliate of Holdings or any of its Subsidiaries except for any such Contract that (i) is on arms' length terms or (ii) is made in the ordinary course of business; or

(xii) authorize any of, or enter into or agree or commit to enter into a Contract to take, any of the actions prohibited by this Section 5.4.

5.5 No Solicitation.

(a) *Cessation of Discussions; No Company Solicitation or Negotiation*. As of the date of this Agreement, the Company and its Subsidiaries have ceased any and all discussions or negotiations with any Persons conducted heretofore with respect to any Acquisition Proposal and terminated such Persons' access to any data room containing the Company's confidential information, and will promptly instruct (to the extent it has contractual authority to do so and has not already done so prior to the date of this Agreement) or otherwise request any Person that has executed a confidentiality or non-disclosure agreement within the six-month period prior to the date of this Agreement or in connection with any Acquisition Proposal to return or destroy all such confidential information or documents previously furnished in connection therewith. Subject to the terms of this Section 5.5, from the date of this Agreement until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, the Company and its Subsidiaries will not, and will not instruct or authorize any of their respective Affiliates, directors, officers, employees, consultants, agents, representatives and advisors (collectively, "**Representatives**") to, directly or indirectly, (i) solicit, initiate, or knowingly encourage, facilitate or assist, an Acquisition Proposal; (ii) furnish to any Person (other than the Parent or any designees of the Parent) any non-public information relating to the Company or any of its Subsidiaries or afford to any such Person access to the business, properties, assets, books, records or other non-public information, or to any personnel, of the Company or any of its Subsidiaries, in any such case in connection with the making, submission or announcement of, or knowingly encouraging, facilitating or assisting, an Acquisition Proposal; (iii) participate or engage in discussions or negotiations with any Person with respect to an Acquisition Proposal (other than informing such Persons of the provisions contained in this Section 5.5); (iv) approve, endorse or recommend an Acquisition Proposal; or (v) enter into any letter of intent, memorandum of understanding, merger agreement, acquisition agreement or

other Contract relating to an Acquisition Proposal, other than an Acceptable Confidentiality Agreement (any such letter of intent, memorandum of understanding, merger agreement, acquisition agreement or other Contract relating to an Acquisition Proposal, an "**Alternative Acquisition Agreement**").

(b) *Superior Proposals*. Notwithstanding anything to the contrary set forth in this Section 5.5, from the date of this Agreement until the Company's receipt of the Requisite Stockholder Approvals, if the Company receives from any Person a *bona fide*, written and unsolicited Acquisition Proposal not resulting from a breach of this Section 5.5, the Company Board (or a committee thereof) may, directly or indirectly through one or more of its Representatives (including the Advisor), participate or engage in discussions or negotiations with, furnish any non-public information relating to the Company or any of its Subsidiaries to, or afford access to the business, properties, assets, books, records or other non-public information, or to any personnel, of the Company or any of its Subsidiaries pursuant to an Acceptable Confidentiality Agreement to such Person or its Representatives if and only if (i) the Company Board (or a committee thereof) has determined in good faith (after consultation with its outside legal counsel and financial advisor) that such Acquisition Proposal either constitutes a Superior Proposal or is reasonably likely to lead to a Superior Proposal, (ii) the Company Board (or a committee thereof) has determined in good faith (after consultation with its outside legal counsel) that the failure to take the actions contemplated by this Section 5.5(b) would be inconsistent with its fiduciary duties under applicable Law; and (iii) the Company has given the Parent written notice of the identity of such Person, a copy of an Acceptable Confidentiality Agreement entered into with such Person, a copy of any written materials reflecting the terms of the Acquisition Proposal, a summary of the material terms of such Acquisition Proposal to the extent not reflected in such written materials, and notice of the Company's intention to participate or engage in discussions or negotiations with, or furnish non-public information to, such Person; and provided further, that the Company will promptly (and in any event within one (1) Business Day) make available to the Parent any non-public information concerning the Company and its Subsidiaries that is provided to any such Person or its Representatives that was not previously made available to the Parent. Notwithstanding anything to the contrary set forth in this Section 5.5 or elsewhere in this Agreement, prior to the Closing, neither the Company nor any of its Subsidiaries shall terminate, amend, modify or waive any rights under, or release any Person (other than the Parent) from, any "standstill" or other similar agreement between the Company or any of its Subsidiaries, on the one hand, and such Person, on the other, unless the Company Board determines in good faith (after consultation with its outside legal counsel) that the failure to take such action would be inconsistent with its fiduciary duties under applicable Law.

(c) *No Change in Company Board Recommendation or Entry into an Alternative Acquisition Agreement*. Except as provided by Section 5.5(d), at no time after the date of this Agreement may the Company Board (or a committee thereof):

(i) (A) withhold, withdraw, amend, qualify or modify, or publicly propose to withhold, withdraw, amend, qualify or modify, the Company Board Recommendation in a manner adverse to the Parent; (B) publicly adopt, approve, endorse, recommend or otherwise declare advisable an Acquisition Proposal; (C) fail to publicly reaffirm the Company Board Recommendation

within ten (10) Business Days after the Parent so requests in writing with respect to the first request by the Parent and within five (5) Business Days after the Parent so requests in writing thereafter; (D) take or fail to take any formal action or make or fail to make any recommendation or public statement in connection with a tender or exchange offer, other than a recommendation against such offer or a "stop, look and listen" communication by the Company Board (or a committee thereof) to the Company Stockholders pursuant to Rule 14d-9(f) promulgated under the Exchange Act (or any substantially similar communication); or (E) to the extent applicable, fail to include the Company Board Recommendation in the Proxy Statement (any action described in clauses (A) through (E), a "**Company Board Recommendation Change**"); provided, however, that for the avoidance of doubt, the determination by the Company Board (or a committee thereof) that an Acquisition Proposal constitutes, or is reasonably likely to lead to, a Superior Proposal and the delivery by the Company of any notice contemplated by Section 5.5(b) to the Parent (or the taking of any other action permitted thereby), will not in and of itself constitute a Company Board Recommendation Change; or

(ii) cause or permit the Company or any of its Subsidiaries to enter into an Alternative Acquisition Agreement.

(d) *Company Board Recommendation Change; Entry into Alternative Acquisition Agreement*. Notwithstanding anything to the contrary set forth in this Agreement, at any time prior to obtaining the Requisite Stockholder Approvals:

(i) other than in connection with a bona fide Acquisition Proposal that constitutes a Superior Proposal, the Company Board (or an authorized committee thereof) may effect a Company Board Recommendation Change in response to any material event or material change in circumstances with respect to the Company that (A) was not known or reasonably foreseeable to the Company Board as of the date of this Agreement; and (B) does not relate to any Acquisition Proposal (each such event, an "**Intervening Event**"; provided, that an Intervening Event shall not include any act or omission of the Parent taken in compliance with the terms of this Agreement, including Section 6.2 and Section 6.20), if the Company Board (or an authorized committee thereof) determines in good faith (after consultation with its outside legal counsel) that the failure to do so in light of such Intervening Event would be inconsistent with its fiduciary duties under applicable Law if and only if:

(A) the Company has provided prior written notice to the Parent at least four (4) Business Days in advance to the effect that the Company Board (or an authorized committee thereof) has (A) so determined; and (B) resolved to effect a Company Board Recommendation Change pursuant to this Section 5.5(d)(i), which notice will specify the applicable Intervening Event in reasonable detail and the reasons for such Company Board Recommendation Change;

(B) prior to effecting such Company Board Recommendation Change, the Company and its Representatives, during such four (4) Business Day period, must have (A) negotiated with the Parent and its Representatives in good faith (to the extent that the Parent desires to so negotiate) to make such adjustments to the terms and conditions of this Agreement so that the Company Board (or an authorized committee thereof) no longer determines that the failure to make a Company Board Recommendation Change in response to such Intervening Event would be inconsistent with its fiduciary duties under applicable Law; and (B) permitted the Parent and its Representatives to make a presentation to the Company Board regarding this Agreement and any adjustments with respect thereto (to the extent that the Parent requests to make such a presentation); and

(C) if the Parent shall have delivered to the Company during such four (4) Business Day period a written and binding offer to modify the terms of this Agreement, the Company Board (or any authorized committee thereof) shall have determined in good faith, after considering the terms of such offer by the Parent, that the failure to make a Company Board Recommendation Change in light of such Intervening Event would still be inconsistent with its fiduciary duties under applicable Law;

(ii) if the Company has received an unsolicited, written bona fide Acquisition Proposal not resulting from a breach of this Section 5.5, that the Company Board has concluded in good faith (after consultation with its outside legal counsel and financial advisor) is a Superior Proposal, then the Company Board may (A) effect a Company Board Recommendation Change with respect to such Acquisition Proposal; or (B) authorize the Company to terminate this Agreement in accordance with Section 8.1(h) to enter into an Alternative Acquisition Agreement with respect to such Acquisition Proposal (and prior to, or concurrently with, such termination pay the Company Termination Fee set forth in Section 8.3(b)(ii)), in each case if and only if:

(A) the Company Board (or a committee thereof) determines in good faith (after consultation with outside legal counsel) that the failure to do so would be inconsistent with its fiduciary duties under applicable Law;

(B) the Company has complied with its obligations pursuant to this Section 5.5 with respect to such Acquisition Proposal;

(C) (1) the Company has provided prior written notice to the Parent at least five (5) Business Days in advance (the "**Notice Period**") to the effect that the Company Board (or a

committee thereof) has (x) received a bona fide Acquisition Proposal that has not been withdrawn; (y) concluded in good faith that such Acquisition Proposal constitutes a Superior Proposal; and (z) resolved to effect a Company Board Recommendation Change or to terminate this Agreement in accordance with Section 8.1(h) pursuant to this Section 5.5(d)(ii) absent any revision to the terms and conditions of this Agreement, which notice will specify the basis for such Company Board Recommendation Change or termination, including the identity of the Person of "group" of Persons making such Acquisition Proposal, the material terms thereof and copies of all relevant documents relating to such Acquisition Proposal (in each case to the extent not previously provided by the Company to the Parent); and (2) prior to effecting such Company Board Recommendation Change or termination, the Company and its Representatives, during the Notice Period, must have (i) negotiated with the Parent and its Representatives in good faith (to the extent that the Parent desires to so negotiate) to make such adjustments to the terms and conditions of this Agreement so that such Acquisition Proposal would cease to constitute a Superior Proposal; and (ii) permitted the Parent and its Representatives to make a presentation to the Company Board regarding this Agreement and any adjustments with respect thereto (to the extent that the Parent requests to make such a presentation); provided, however, that in the event of any material revisions to such Acquisition Proposal, the Company will be required to deliver a new written notice to the Parent and to comply again with the requirements of this Section 5.5(d)(ii)(C) with respect to such new written notice (it being understood that the "Notice Period" in respect of any such new written notice will be three (3) Business Days);

(D) following the end of such Notice Period, the Company Board shall have considered in good faith any revisions to this Agreement made in a written offer binding upon the Parent, and shall have determined in good faith that such Acquisition Proposal continues to constitute a Superior Proposal and, after consultation with outside counsel, the failure to effect a Company Board Recommendation Change or to terminate this Agreement to accept the Alternative Acquisition Agreement would be inconsistent with its fiduciary duties under applicable Law; and

(E) in the event of any termination of this Agreement in order to cause or permit the Company or any of its Subsidiaries to enter into an Alternative Acquisition Agreement with respect to such Acquisition Proposal, the Company will have validly terminated this Agreement in accordance with Section 8.1(h), including paying the Company Termination Fee in accordance with Section 8.3(b)(ii).

(e) *Notice*. From the date of this Agreement until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, the Company will promptly (and, in any event, within 48 hours) notify the Parent if any director or executive officer of the Company acquires actual knowledge of any receipt by the Company or its Representatives of (i) any Acquisition Proposal, (ii) any request for non-public information that would reasonably be expected to lead to an Acquisition Proposal, or (iii) any inquiry with respect to, or which would reasonably be expected to lead to, any Acquisition Proposal, which notice shall include the identity of the Person making such Acquisition Proposal, the material terms and conditions of such Acquisition Proposal, request or inquiry and any amendments thereto (and shall include with such notice copies of any written materials received from or on behalf of such Person relating to such Acquisition Proposal and a written summary of the material terms, if oral). The Company shall keep the Parent reasonably informed on a prompt basis (and, in any event, without 48 hours) of the status and terms of any such Acquisition Proposal, request or inquiry.

(f) *Certain Disclosures*. Nothing in this Agreement will prohibit the Company or the Company Board (or a committee thereof) from (i) taking and disclosing to the Company Stockholders a position contemplated by Rule 14e-2(a) promulgated under the Exchange Act or complying with Rule 14d-9 promulgated under the Exchange Act, including a "stop, look and listen" communication by the Company Board (or a committee thereof) to the Company Stockholders pursuant to Rule 14d-9(f) promulgated under the Exchange Act (or any substantially similar communication) if the Company determines, after consultation with its outside legal counsel, that failure to disclose such position would constitute a violation of applicable Law; (ii) informing any Person of the terms of this Section 5.5; (iii) making any disclosure to the Company Stockholders that the Company Board (or a committee thereof) has determined to make in good faith (after consultation with its outside legal counsel) and that the failure to make such disclosure would be inconsistent with its fiduciary duties under applicable Law or that the failure to make such disclosure would constitute a violation of applicable Law; provided that, in each case, any such statement(s) or disclosures made by the Company Board and/or any committee thereof will be subject to the terms and conditions of this Agreement, and will not limit or otherwise affect the obligations of the Company or the Company Board and the rights of the Parent under this Section 5.5.

ARTICLE VI
ADDITIONAL COVENANTS

6.1 Required Action and Forbearance; Efforts.

(a) *Reasonable Best Efforts*. Upon the terms and subject to the conditions set forth in this Agreement (including that the Parties' respective obligations in respect of actions under the Antitrust Laws or in respect of CFIUS Approval are solely governed by Section 6.2 and Section 6.20, respectively), the Parent, on the one hand, and the Company, on the other hand, will use their respective reasonable best efforts (i) to take (or cause to be taken) all actions; (ii) do (or cause to be done) all things; and (iii) assist and cooperate with the other Party in doing

(or causing to be done) all things, in each case as are necessary, proper or advisable pursuant to applicable Law or otherwise to consummate and make effective, in the most expeditious manner practicable, the Transactions and, in the case of the Company, the Spin-Off, including by using their respective reasonable best efforts to:

(A) cause the conditions to the Transactions set forth in Article VII to be satisfied;

(B) (1) obtain all consents, waivers, approvals, Orders and authorizations from Governmental Authorities; and (2) make all registrations, declarations and filings with Governmental Authorities, in each case that are necessary or advisable to consummate the Transactions and, in the case of the Company, the Spin-Off; and

(C) obtain all consents, waivers and approvals and deliver all notifications pursuant to, in the case of the Company's obligation to use reasonable best efforts, any Material Company Contracts or, in the case of the Parent's obligation to use reasonable best efforts, any Material Holdings Contracts in connection with this Agreement, the Spin-Off and the consummation of the Transactions (as the case may be) so as to maintain and preserve the benefits to the Company and Holdings of such Material Company Contracts or Material Holdings Contracts, as applicable, as of and following the consummation of the Transactions.

(b) *No Consent Fee*. Notwithstanding anything to the contrary set forth in this Section 6.1 or elsewhere in this Agreement, neither the Parent, the Company nor any of their respective Subsidiaries will be required to pay or agree to pay any consent fee, "profit sharing" payment or other consideration (including increased or accelerated payments), or to provide additional security (including a guaranty), in connection with the Transactions in connection with obtaining any consent pursuant to any Material Company Contract or Material Holdings Contract, as applicable.

6.2 Antitrust Filings.

(a) *Filing Under the HSR Act*. Each of the Parent (and its Affiliates, if applicable), on the one hand, and the Company (and its Affiliates, if applicable), on the other hand, will (i) file with the FTC and the Antitrust Division of the DOJ a Notification and Report Form relating to this Agreement and the Transactions as required by the HSR Act within twenty (20) Business Days following the date of this Agreement; and (ii) if required, promptly file comparable pre-merger or post-merger notification filings, forms and submissions with any Governmental Authority that are required by other applicable Antitrust Laws in connection with the Transactions. Each of the Parent and the Company will (A) cooperate and coordinate (and cause its respective Affiliates to cooperate and coordinate) with the other in the making of such filings; (B) supply the other (or cause the other to be supplied) with any information that may be

required in order to make such filings; (C) supply (or cause the other to be supplied) any additional information that reasonably may be required or requested by the FTC, the DOJ or the Governmental Authorities of any other applicable jurisdiction in which any such filing is made; and (D) take all reasonable action necessary to (1) cause the expiration or termination of the applicable waiting periods pursuant to the HSR Act and any other Antitrust Laws applicable to the Transactions; and (2) obtain any required consents pursuant to any Antitrust Laws applicable to the Transactions, in each case as soon as practicable, subject to the terms and conditions of this Agreement. Each of the Parent (and its Affiliates, if applicable), on the one hand, and the Company (and its Affiliates), on the other hand, will promptly inform the other of any communication from any Governmental Authority regarding the Transactions in connection with such filings. If any Party or Affiliate thereof receives a request for additional information or documentary material from any Governmental Authority with respect to the Transactions pursuant to the HSR Act or any other Antitrust Laws applicable to the Transactions, then such Party will make (or cause to be made), as soon as reasonably practicable and after consultation with the other Party, an appropriate response in compliance with such request.

(b) *Divestitures*. In furtherance and not in limitation of the foregoing, if and to the extent necessary to obtain clearance of the Transactions pursuant to the HSR Act and any other Antitrust Laws applicable to the Transactions, the Parent (and its Affiliates, if applicable) will (i) negotiate, commit to and effect, by consent decree, hold separate order or otherwise, any restrictions (to be become effective solely from and after the Closing) on the activities of the Parent and its Subsidiaries, on the one hand, and the Company and its Subsidiaries, on the other hand; and (ii) contest, defend and appeal any Legal Proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Transactions; provided that, neither the Parent (or its Affiliates) nor the Company and its Subsidiaries shall be required to sell, divest, license or otherwise dispose of any capital stock or other equity or voting interest, assets (whether tangible or intangible), rights, products or businesses of the Parent (or its Affiliates), on the one hand, or the Company and its Subsidiaries, on the other hand.

6.3 Stockholder Consent; Information Statement; Proxy Statement.

(a) *Information Statement; Proxy Statement*. Promptly following the date of this Agreement and, in any event within forty-five (45) Business Days following the date of this Agreement, the Company shall, with the cooperation of and in consultation with the Parent, (i) in the event that a Stockholder Consent is delivered to the Company, prepare and file with the SEC a preliminary information statement of the type contemplated by Rule 14c-2 promulgated under the Exchange Act related to the Transactions and this Agreement (as amended or supplemented from time to time, the "**Information Statement**"), or (ii) in the event that a Stockholder Consent is not delivered to the Company and this Agreement is not terminated by the Parent pursuant to Section 8.1(d), prepare and file with the SEC a preliminary proxy statement (as amended or supplemented, the "**Proxy Statement**") relating to the Company Stockholder Meeting. Subject to Section 5.5, to the extent the Proxy Statement will be filed with the SEC in accordance with this Section 6.3(a), the Company must include the Company Board Recommendation in the Proxy Statement. The Company, with the cooperation of and in consultation with the Parent, shall use its reasonable best efforts to have the Information Statement or Proxy Statement, as applicable, cleared by the SEC as promptly as practicable after such filing (including by responding to comments of the SEC).

(b) *Stockholder Consent*. The Company shall take no action to prohibit any Company Stockholder from soliciting a Stockholder Consent, the form of such irrevocable written consent is attached hereto as Exhibit B, from any Company Stockholder in compliance with applicable Law, the Charter and the Bylaws following the execution of this Agreement by the Company. If a Stockholder Consent is received by the Company, promptly upon receipt of such Stockholder Consent, the Company will provide the Parent with a facsimile copy of such Stockholder Consent, and, within five (5) Business Days, will provide the Parent with a certificate, certifying such Stockholder Consent as true and complete (including that the shareholdings included therein are in accordance with the Company's books and records and that the Stockholder Consent constitutes the Requisite Stockholder Approvals) and executed by an executive officer of the Company.

(c) *Contents of Filings*. The Company will use its reasonable best efforts to cause the Information Statement or Proxy Statement, as applicable, to comply as to form in all material respects with the applicable requirements of the Exchange Act and the rules of the SEC and NASDAQ. The Company may not file the Information Statement or Proxy Statement, as applicable, with the SEC without first providing the Parent and its counsel, to the extent practicable, a reasonable opportunity to review and comment thereon, which comments shall be considered by the Company in good faith. On the date of filing, the date of mailing to the Company Stockholders (if applicable) and at the time of the Company Stockholder Meeting, as applicable, none of the Information Statement or Proxy Statement, as applicable, will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing, no covenant is made by the Company with respect to any information supplied by the Parent or any of its Affiliates for inclusion or incorporation by reference in the Information Statement or Proxy Statement, as applicable. The information supplied by the Parent or its Affiliates for inclusion or incorporation by reference in the Information Statement or Proxy Statement will not, at the time that the Information Statement or Proxy Statement, as applicable, is filed with the SEC, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(d) *Furnishing Information*. Each of the Company, on the one hand, and the Parent, on the other hand, will furnish all information concerning it and its Affiliates, if applicable, as the other Party may reasonably request in connection with the preparation and filing with the SEC of the Information Statement, Proxy Statement or Spin-Off Registration Statement, as applicable. As promptly as practicable after the Spin-Off Registration Statement and the Information Statement or Proxy Statement, as applicable, shall have been cleared by the SEC (such date, the "**SEC Clearance Date**"; provided that if ten (10) calendar days have passed since the filing of the preliminary Information Statement or the preliminary Proxy Statement with the SEC without notice from the SEC of its intent to review the Information Statement or the Proxy Statement, as applicable, then such date shall be the SEC Clearance Date), the Company shall cause the Information Statement or Proxy Statement, as applicable, to be mailed

to its Company Stockholders within seven (7) Business Days and to be filed as required. Notwithstanding the foregoing, prior to filing and mailing the Information Statement or Proxy Statement, as applicable (or any amendment or supplement thereto, as applicable) or responding to any comments of the SEC with respect thereto, the Company shall provide the Parent a reasonable opportunity to review and comment on such document or response. If any information relating to the Company, the Parent or any of their respective Affiliates should be discovered by the Company, on the one hand, or the Parent, on the other hand, that should be set forth in an amendment or supplement to the Information Statement or Proxy Statement, as applicable, so that such filing would not include any misstatement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, then the Party that discovers such information will promptly notify the other, and an appropriate amendment or supplement to such filing describing such information will be promptly prepared and filed with the SEC by the appropriate Party and, to the extent required by applicable Law or the SEC or its staff, disseminated to the Company Stockholders.

(e) *Consultation Prior to Certain Communications*. The Company and its Affiliates, on the one hand, and the Parent and its Affiliates, on the other hand, may not engage in any substantive communications with the SEC or its staff with respect to the Information Statement or Proxy Statement, without first providing the other Party a reasonable opportunity to review and comment on or participate in such communication, which comments shall be considered by the filing party in good faith.

(f) *Notices*. The Company, on the one hand, and the Parent, on the other hand, will advise the other, promptly after it receives notice thereof, of any receipt of a request by the SEC or its staff for (i) any amendment or revisions to the Information Statement or Proxy Statement, as the case may be; (ii) any receipt of comments from the SEC or its staff on the Information Statement or Proxy Statement, as the case may be; or (iii) any receipt of a request by the SEC or its staff for additional information in connection therewith.

(g) *Dissemination of Information Statement or Proxy Statement*. Subject to applicable Law, the Company will use its commercially reasonable efforts to cause the Information Statement or Proxy Statement, as applicable, to be disseminated to the Company Stockholders as promptly as reasonably practicable following the filing thereof with the SEC and in any event within seven (7) Business Days following the SEC Clearance Date.

6.4 Company Stockholder Meeting.

(a) *Call of Company Stockholder Meeting*. In the event that a Stockholder Consent is not delivered to the Company and this Agreement is not terminated by the Parent pursuant to Section 8.1(d), unless the Company Board has made a Company Board Recommendation Change, (i) the Company Board Recommendation shall be included in the Proxy Statement and (ii) the Company shall take all action necessary in accordance with applicable Law, the Charter, the Bylaws and the rules of NASDAQ to establish a record date for, duly call, give notice of, convene and hold a meeting of its stockholders (the "**Company Stockholder Meeting**") as promptly as reasonably practicable following the mailing of the Proxy Statement to the Company Stockholders for the purpose of obtaining the Requisite

Stockholder Approvals. Once the Company has established the record date for the Company Stockholder Meeting, the Company shall not change such record date without the prior written consent of the Parent, unless required by applicable Law. Without limiting the generality of the foregoing, the Company shall hold the Company Stockholder Meeting no later than forty-five (45) calendar days after the SEC Clearance Date. Subject to Section 5.5 and applicable Law, and unless there has been a Company Board Recommendation Change in accordance with Section 5.5, the Company will use its reasonable best efforts to solicit proxies to obtain the Requisite Stockholder Approvals.

(b) *Adjournment of Company Stockholder Meeting*. The Company shall not postpone or adjourn the Company Stockholder Meeting without the prior written consent of the Parent; provided that nothing will prevent the Company from postponing or adjourning the Company Stockholder Meeting if (i) there are holders of an insufficient shares of the Company Common Stock present or represented by proxy at the Company Stockholder Meeting to constitute a quorum at the Company Stockholder Meeting; or (ii) the Company is required to postpone or adjourn the Company Stockholder Meeting by applicable Law, Order or a request from the SEC or its staff. Unless this Agreement is validly terminated in accordance with Section 8.1, the Company will submit the Voting Matters to the Company Stockholders, even if the Company Board (or a committee thereof) has effected a Company Board Recommendation Change.

6.5 Financing.

(a) *Taking of Necessary Actions*. Subject to the terms and conditions of this Agreement, the Parent will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper and advisable to obtain the Financing, including using its reasonable best efforts to consummate the Financing at or prior to the Closing. The Parent will fully pay, or cause to be fully paid, all commitment or other fees arising pursuant to the Financing as and when they become due.

(b) *Information*. The Parent must (i) use its reasonable best efforts to keep the Company informed on a reasonably current basis and in reasonable detail of material developments concerning the status of its efforts to arrange the Financing; and (ii) with respect to any Financing involving acquiring, repaying, prepaying or discharging any or all Indebtedness of the Company, Holdings or their respective Subsidiaries, upon request of the Company, provide the Company with copies of drafts of the definitive material agreements evidencing (x) such Financing, (y) the engagement of any Person by the Parent or its Affiliates to arrange, provide or syndicate such Financing, or (z) the commitment by any Person to provide all or any part of such Financing, together with all executed copies of material definitive agreements related to such Financing to the extent entered into prior to the Closing Date (including any such engagement or similar letters, and commitment letters); provided, however, that the Parent will not be required to disclose or provide any information the disclosure of which in the reasonable good faith judgment thereof is prohibited by applicable Law or Order, is subject to attorney-client privilege or would reasonably be expected to result in the disclosure of any Trade Secrets of third parties or violate any obligation of the Parent with respect to confidentiality not entered into to avoid the disclosure obligations of this sentence.

6.6 Financing Cooperation.

(a) *Cooperation*. Prior to the Closing, the Company will use its reasonable best efforts, and will cause each of its Subsidiaries to use its respective reasonable best efforts, to provide the Parent with all cooperation as it relates to the Company and its Subsidiaries reasonably necessary in connection with satisfying the conditions to, or as is otherwise reasonably requested by the Parent in connection with, arranging, obtaining and/or syndicating any financing by the Parent or any of its Subsidiaries (including the Company and its Subsidiaries other than SpinCo or the SpinCo Subsidiaries), in each case, for the purpose of making any payments required by this Agreement in connection with the Transactions (provided that the Company and its Subsidiaries will not be party to, or otherwise have any obligation in respect of, any financing of the Cash Consideration), repaying, prepaying or discharging any or all Indebtedness of the Company, Holdings or their respective Subsidiaries (excluding any Indebtedness to be assumed by SpinCo or the SpinCo Subsidiaries under the Spin-Off Agreements), and paying fees and expenses required to be paid at the Closing by the Parent or Holdings in connection with the Transactions and the foregoing financing transactions (any such financing referred above, the "**Financing**"), including:

(i) participating in a reasonable and limited number of meetings, presentations, road shows, due diligence sessions, drafting sessions and sessions with rating agencies and prospective lenders and their respective advisors, and otherwise cooperating with the marketing efforts for any of the Financing;

(ii) assisting the Parent and the Financing Sources with the timely preparation of customary rating agency presentations, bank information memoranda and other documentation reasonably required in connection with the Financing, including reasonable assistance with the Parent's preparation of pro forma financial statements or pro forma adjustments;

(iii) assisting the Parent in connection with the timely preparation of (but not executing, unless effective only at or following the Closing) any pledge and security documents, currency or interest hedging arrangements and other definitive financing documents as may be reasonably requested by the Parent or the Financing Sources (including using reasonable best efforts to obtain consents of accountants for use of their reports in any materials relating to the Financing and accountants' comfort letters, in each case as reasonably requested by the Parent and at the Parent's expense), it being understood that such documents will not take effect until the Closing;

(iv) furnishing the Parent and the Financing Sources, as promptly as practicable, with financial, business and other material information regarding the Company and its Subsidiaries as may be reasonably requested by the Parent and that is customarily included in or required for a financing comparable to the Financing, including furnishing reasonable assistance with the Parent's preparation of pro forma financial statements or pro forma adjustments;

(v) reasonably facilitating the pledging of collateral (including obtaining and delivering any pay-off letters and other cooperation in connection with the repayment or other retirement of existing Indebtedness (excluding any such Indebtedness assumed by SpinCo or the SpinCo Subsidiaries under the Spin-Off Agreements for which the Company and its Subsidiaries would have no Liability from and after the Closing) and the release and termination of any and all related Liens) on or prior to the Closing Date;

(vi) taking all corporate and other actions, subject to the occurrence of the Closing, reasonably requested by the Parent to permit the consummation of the Financing; and

(vii) timely furnishing the Parent and the Financing Sources with all documentation and other information required by regulatory authorities about the Company and its Subsidiaries relating to applicable "know your customer" and anti-money laundering rules and regulations.

(b) *Obligations of the Company*. Nothing in this Section 6.6 will require the Company or any of its Subsidiaries to (i) waive or amend any terms of this Agreement or agree to pay pursuant to the Financing any fees or out-of-pocket expenses prior to the Closing for which it has not received reimbursement or is not otherwise indemnified by or on behalf of the Parent; (ii) enter into any definitive agreement that is effective prior to the Closing; (iii) give any indemnities in connection with the Financing that are effective prior to the Closing; or (iv) take any action that would unreasonably and materially interfere with the conduct of the business of the Company and its Subsidiaries (taken as a whole) or create an unreasonable and material risk of damage or destruction to any property or assets of the Company or any of its Subsidiaries (individually or taken as a whole) prior to the Closing. In addition, (A) no action, Liability or obligation of the Company, any of its Subsidiaries or any of their respective Representatives pursuant to any certificate, agreement, arrangement, document or instrument in respect of the Financing will be effective until the Closing, and neither the Company nor any of its Subsidiaries will be required to take any corporate action pursuant to any definitive Financing documentation that is not contingent on the occurrence of the Closing or that must be effective prior to the Closing; and (B) any bank information memoranda or other documentation required in relation to the Financing will contain disclosure and financial statements reflecting the Parent, immediately subsequent to the Closing Date, as the obligor. Nothing in this Section 6.6 will require (1) any officer or Representative of the Company or any of its Subsidiaries to deliver any certificate or opinion or take any other action under this Section 6.6 that could reasonably be expected to result in personal Liability to such officer or Representative; or (2) the Company Board (as constituted as of prior to the Closing) to approve any financing or Contracts related thereto.

(c) *Use of Logos*. The Company hereby consents to the use of its and its Subsidiaries' logos solely in connection with the Financing in any description of the Company, its business and products, the Transaction or the Financing, so long as such logos are used solely in a manner that is not intended to or likely to harm or disparage the Company or any of its Subsidiaries or the reputation or goodwill of the Company or any of its Subsidiaries.

(d) *Confidentiality*. All non-public or other confidential information provided by the Company or any of its Representatives pursuant to this Agreement will be kept confidential in accordance with the Confidentiality Agreement, except that the Parent will be permitted to disclose such information to any financing sources or prospective financing sources and other financial institutions and investors that are or may become parties to the Financing and to any underwriters, initial purchasers or placement agents in connection with the Financing (and, in each case, to their respective counsel and auditors) so long as such Persons (i) agree to be bound by the Confidentiality Agreement as if parties thereto, *mutatis mutandis*; or (ii) are subject to other confidentiality undertakings customary for similar financings that are at least as restrictive in all material respects as the Confidentiality Agreement.

(e) *Reimbursement*. Promptly upon request by the Company, the Parent will reimburse the Company for any reasonable out-of-pocket costs and expenses (including attorneys' fees) incurred by the Company or any of its Representatives to the extent resulting from the cooperation of the Company and its Representatives contemplated by this Section 6.6.

(f) *Indemnification*. The Company, its Subsidiaries and their respective Representatives will be indemnified and held harmless by the Parent from and against any and all Liabilities, losses, damages, claims, out-of-pocket costs and expenses (including reasonable attorneys' fees), interest, awards, judgments, penalties and amounts paid in settlement suffered or incurred by them to the extent resulting from their cooperation in arranging the Financing pursuant to this Agreement or the provision of information utilized in connection therewith (other than information provided by or on behalf of the Company), in each case, except for any Liabilities, losses, damages, claims, costs, expenses (including attorneys' fees), interest, awards, judgments, penalties and amounts paid to the extent resulting from the fraud or willful misconduct of, or any material misstatements or omissions in information provided by, the Company or any of its Subsidiaries or any of the respective Representatives thereof. The Parent's obligations pursuant to Section 6.6(e) and this Section 6.6(f) are referred to collectively as the "**Reimbursement Obligations**."

(g) *No Financing Condition*. The Parent acknowledges and agrees that obtaining the Financing is not a condition to the Closing. If the Financing has not been obtained, the Parent will continue to be obligated, subject to the satisfaction or waiver of the conditions set forth in Article VII, to consummate the Closing.

6.7 Anti-Takeover Laws. The Company and the Company Board will (a) take all actions within their power to ensure that no "anti-takeover" statute or similar statute or regulation is or becomes applicable to the Transactions; and (b) if any "anti-takeover" statute or similar statute or regulation becomes applicable to the Transactions, take all action within their power to ensure that the Transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation on the Transactions.

6.8 Access. At all times during the period commencing with the execution and delivery of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, (a) the Company will afford the Parent and its Representatives reasonable access during normal business hours, upon reasonable notice, to

the properties, books and records and personnel and Representatives of the Company and its Subsidiaries, and (b) the Parent will cause Holdings to afford the Company and its Representatives reasonable access during normal business hours, upon reasonable notice, to the properties, books and records and personnel and Representatives of Holdings and its Subsidiaries; except in each case that such disclosing Party may restrict or otherwise prohibit access to any documents or information to the extent that, based on the advice of outside counsel, (i) any applicable Law or regulation requires such Person to restrict or otherwise prohibit access to such documents or information; (ii) access to such documents or information would give rise to a material risk of waiving any attorney-client privilege, work product doctrine or other privilege applicable to such documents or information; (iii) access to a Contract to which such Person or any of its Subsidiaries is a party or otherwise bound would violate or cause a default pursuant to, or give a third Person the right to terminate or accelerate the rights pursuant to, such Contract; (iv) access would result in the disclosure of any Trade Secrets of third Persons; or (v) access would unlawfully violate any privacy rights of existing or former employees of such Person or any of its Subsidiaries; provided, that such Person shall provide any documents or information so withheld to the fullest extent possible and a written description of any documents or information not provided and explanation of the basis under which such documents or information were withheld upon the advice of outside counsel. Any investigation conducted pursuant to the access contemplated by this Section 6.8 will be conducted in a manner that does not unreasonably interfere with the conduct of the business of the Company and its Subsidiaries, or Holdings and its Subsidiaries, as applicable, or create a material risk of damage or destruction to any property or assets of any such Person. Any access to the properties of the Company and its Subsidiaries, or Holdings and its Subsidiaries, as applicable, will be subject to such Person's reasonable security measures and insurance requirements to the extent such Person requesting access has been informed thereof in writing by the Person granting access and will not include the right to perform invasive environmental testing. The terms and conditions of the Confidentiality Agreement will apply to any information obtained by any Party, any of its Subsidiaries or any of its Representatives in connection with any investigation conducted pursuant to the access contemplated by this Section 6.8. All requests for access pursuant to this Section 6.8 must be directed to the Chief Executive Officer of the Company, or the Chief Financial Officer of the Parent, as applicable, or another person designated in writing by such Party.

6.9 Directors' and Officers' Exculpation, Indemnification and Insurance.

(a) *Indemnified Persons*. From and after the Closing, the Company and its Subsidiaries will honor and fulfill, in all respects, the obligations of the Company and its Subsidiaries pursuant to any indemnification agreements entered into before the date of this Agreement between the Company and any of its Subsidiaries and any of their respective current or former directors or officers (and any person who becomes a director or officer of the Company or any of its Subsidiaries prior to the Closing) (collectively, the "**Indemnified Persons**"). In addition, during the period commencing at the Closing and ending on the sixth (6th) anniversary of the Closing, the Company and its Subsidiaries will cause the Charter, Bylaws and other similar organizational documents of the Company and certificates of incorporation, bylaws and other similar organizational documents of the Company's Subsidiaries to contain provisions with respect to indemnification, exculpation and the advancement of

expenses that are at least as favorable as the indemnification, exculpation and advancement of expenses provisions set forth in the Charter, the Bylaws and the other similar organizational documents of the Company and the certificates of incorporation, bylaws and other similar organizational documents of the Company's Subsidiaries, as applicable, as of the date of this Agreement. During such six (6) year period, such provisions may not be repealed, amended or otherwise modified in any manner except as required by applicable Law.

(b) *Indemnification Obligation*. Without limiting the generality of the provisions of Section 6.9(a), during the period commencing at the Closing and ending on the sixth (6th) anniversary of the Closing, the Company will indemnify and hold harmless, to the fullest extent permitted by applicable Law or pursuant to any indemnification agreements with the Company and any of its Subsidiaries in effect on the date of this Agreement, each Indemnified Person from and against any costs, fees and expenses (including reasonable attorneys' fees and investigation expenses), judgments, fines, losses, claims, damages, Liabilities and amounts paid in settlement or compromise in connection with any Legal Proceeding, whether civil, criminal, administrative or investigative, to the extent that such Legal Proceeding arises, directly or indirectly, out of or pertains, directly or indirectly, to (i) any action or omission, or alleged action or omission, in such Indemnified Person's capacity as a director, officer, employee or agent of the Company or any of its Subsidiaries (regardless of whether such action or omission, or alleged action or omission, occurred prior to, at or after the Closing); and (ii) the Transactions or any other transaction contemplated hereby, as well as any actions taken by the Company or the Parent with respect thereto, except that if, at any time prior to the sixth (6th) anniversary of the Closing, any Indemnified Person delivers to the Parent a written notice asserting a claim for indemnification pursuant to this Section 6.9(b), then the claim asserted in such notice will survive the sixth (6th) anniversary of the Closing until such claim is fully and finally resolved. In the event of any such Legal Proceeding, (A) the Company will have the right to control the defense thereof after the Closing; (B) each Indemnified Person will be entitled to retain his or her own counsel to the extent such Indemnified Person has defenses not available to other defendants in such Legal Proceedings or such Indemnified Person, upon the advice of counsel, reasonably believes it has a conflict of interest with the Company in such Legal Proceeding, in each case, whether or not the Company elects to control the defense of any such Legal Proceeding; (C) the Company will advance all fees and expenses (including reasonable fees and expenses of no more than one separate counsel retained by each Indemnified Person and reasonably acceptable to the Company and fees relating to posting of any bond) as incurred by an Indemnified Person in the defense of such Legal Proceeding whether or not the Company elects to control the defense of any such Legal Proceeding, subject to receipt of an undertaking by such Indemnified Person to repay such fees and expenses if it is finally determined by the court of competent jurisdiction that he or she is not entitled to indemnification in the underlying Legal Proceeding; and (D) no Indemnified Person will be liable for any settlement of such Legal Proceeding effected without his or her prior express written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary in this Agreement, none of the Company nor any of its Affiliates will settle or otherwise compromise or consent to the entry of any judgment with respect to, or otherwise seek the termination of, any Legal Proceeding for which indemnification may be sought by an Indemnified Person pursuant to this Agreement unless such settlement, compromise, consent or termination includes an unconditional release of such Indemnified Person from all Liability arising out of such Legal Proceeding.

(c) *D&O Insurance*. During the period commencing at the Closing and ending on the sixth (6th) anniversary of the Closing, the Company will maintain in effect directors' and officers' liability insurance ("**D&O Insurance**") in respect of acts or omissions occurring at or prior to the Closing on terms (including with respect to coverage, conditions, retentions, limits and amounts) that are substantially equivalent to those of the Company's and its Subsidiaries' current directors' and officers' liability insurance. In satisfying its obligations pursuant to this Section 6.9(c), the Company will not be obligated to pay an aggregate amount over the policy term of such D&O Insurance in excess of 300% of the amount set forth in Section 6.9(c) of the Company Disclosure Letter (which is the amount paid by the Company for coverage for its last full fiscal year) (such 300% amount, the "**Maximum Annual Premium**"). If the aggregate premiums of such insurance coverage exceed the Maximum Annual Premium, then the Company will be obligated to obtain a policy with the greatest coverage available for a cost not exceeding the Maximum Annual Premium from an insurance carrier with the same or better credit rating as the Company's current directors' and officers' liability insurance carrier. Prior to the Closing, the Company may purchase a prepaid "tail" policy with respect to the D&O Insurance from an insurance carrier with the same or better credit rating as the Company's current directors' and officers' liability insurance carrier so long as the aggregate cost for such "tail" policy does not exceed the Maximum Annual Premium. If the Company elects to purchase such a "tail" policy prior to the Closing, the Company will maintain such "tail" policy in full force and effect and continue to honor its obligations thereunder, in lieu of all other obligations under the first sentence of this Section 6.9(c), for so long as such "tail" policy is in full force and effect.

(d) *Successors and Assigns*. If the Company or any of its successors or assigns will (i) consolidate with or merge into any other Person and not be the continuing or surviving corporation or entity in such consolidation or merger; or (ii) transfer all or substantially all of its properties and assets to any Person, then proper provisions will be made so that the successors and assigns of the Company or any of its successors or assigns will assume all of the obligations of the Company set forth in this Section 6.9.

(e) *No Impairment*. The obligations set forth in this Section 6.9 may not be terminated, amended or otherwise modified in any manner that adversely affects any Indemnified Person (or any other person who is a beneficiary pursuant to the D&O Insurance or the "tail" policy referred to in Section 6.9(c) (and their heirs and Representatives)) without the prior written consent of such affected Indemnified Person or other person who is a beneficiary under the D&O Insurance or the "tail" policy referred to in Section 6.9(c) (and their heirs and Representatives). Each of the Indemnified Persons or other persons who are beneficiaries pursuant to the D&O Insurance or the "tail" policy referred to in Section 6.9(c) (and their heirs and Representatives) are intended to be third party beneficiaries of this Section 6.9, with full rights of enforcement as if a Party. The rights of the Indemnified Persons (and other persons who are beneficiaries pursuant to the D&O Insurance or the "tail" policy referred to in Section 6.9(c) (and their heirs and Representatives)) pursuant to this Section 6.9 will be in addition to, and not in substitution for, any other rights that such persons may have pursuant to (i) the Charter and Bylaws; (ii) the similar organizational documents of the Subsidiaries of the Company; (iii) any and all indemnification agreements entered into with the Company or any of its Subsidiaries before the date of this Agreement; or (iv) applicable Law (whether at Law or in equity).

(f) *Other Claims*. Nothing in this Agreement is intended to, or will be construed to, release, waive or impair any rights to directors' and officers' insurance claims pursuant to any applicable insurance policy or indemnification agreement that is or has been in existence with respect to the Company or any of its Subsidiaries for any of their respective directors, officers or other employees, it being understood and agreed that the indemnification provided for in this Section 6.9 is not prior to or in substitution for any such claims pursuant to such policies or indemnification agreement.

6.10 Employee Matters.

(a) *Existing Arrangements*. Following the Closing, the Company will honor all of the Company Employee Plans that are sponsored by the Company or one of its Subsidiaries immediately following the Closing in accordance with their terms as in effect immediately prior to the Closing. Notwithstanding the foregoing, nothing will prohibit the Company from amending or terminating any such Company Employee Plans in accordance with their terms or if otherwise required pursuant to applicable Law.

(b) *Employment; Benefits*. Immediately following the Closing, the Company or one of its Subsidiaries will employ the employees of the Company and its Subsidiaries as of the Closing (but after giving effect to the Spin-Off) on the same terms and conditions. The Company and its Subsidiaries will cause any employee benefit plan, policy, program or arrangement (including plans, policies, programs or arrangements providing severance benefits and vacation entitlement) as may be maintained by the Company or its Subsidiaries from time to time at or after the Closing for the benefit of one or more Continuing Employee to credit such Continuing Employees with their service performed for the Company or its Subsidiaries prior to the Closing as service with the Company or any of its Subsidiaries for purposes of determining eligibility to participate, vesting and benefit accruals (other than for purposes of defined benefit pension plans), except to the extent that it would result in a duplication of benefits. Such service also shall apply for purposes of satisfying any waiting periods, evidence of insurability requirements, or the application of any preexisting condition limitations. The Company and its Subsidiaries shall honor all vacation, personal and sick days accrued by the Continuing Employees under the Company Employee Plans immediately prior to the Closing. The Company and its Subsidiaries will ensure that the Continuing Employees and their eligible spouses, dependents and beneficiaries will receive credit for the plan year in which the Closing occurs towards deductibles and annual out-of-pocket limits applicable under any health care plan of the Company or its Subsidiaries covering such persons on or after the Closing for expenses incurred during such plan year by such persons prior to the Closing.

(c) *No Third Party Beneficiary Rights*. Notwithstanding anything to the contrary set forth in this Agreement, this Section 6.10 will not be deemed to (i) guarantee employment for any period of time for, or preclude the ability of the Company or any of its Subsidiaries to terminate any Continuing Employee for any reason; (ii) require the Company or any of its Subsidiaries to continue any Company Employee Plan or any other employee benefit plan, policy, program or arrangement or prevent the amendment, modification or termination thereof after the Closing; or (iii) constitute an amendment of any Company Employee Plan or create any third party beneficiary rights in any Person.

6.11 Notification of Certain Matters.

(a) *Notification by the Company*. At all times during the period commencing with the execution and delivery of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, the Company will give prompt notice to the Parent upon becoming aware that any representation or warranty made by it in this Agreement has become untrue or inaccurate in any material respect, or of any failure by the Company to comply with or satisfy in any material respect any covenant or agreement to be complied with or satisfied by it pursuant to this Agreement, in each case if and only to the extent that such untruth, inaccuracy or failure would reasonably be expected to cause any of the conditions to the obligations of the Parent to consummate the Transactions set forth in Section 7.2(a) or Section 7.2(b) to fail to be satisfied at the Closing, except that no such notification will affect or be deemed to modify any representation or warranty of the Company set forth in this Agreement or the remedies available to the Parties under this Agreement.

(b) *Notification by the Parent*. At all times during the period commencing with the execution and delivery of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, the Parent will give prompt notice to the Company upon becoming aware that any representation or warranty made by the Parent in this Agreement has become untrue or inaccurate in any material respect, or of any failure by the Parent to comply with or satisfy in any material respect any covenant or agreement to be complied with or satisfied by it pursuant to this Agreement, in each case if and only to the extent that such untruth, inaccuracy or failure would reasonably be expected to cause any of the conditions to the obligations of the Company to consummate the Transactions set forth in Section 7.3(a) or Section 7.3(b) to fail to be satisfied at the Closing, except that no such notification will affect or be deemed to modify any representation or warranty of the Parent set forth in this Agreement or the remedies available to the Parties under this Agreement.

6.12 Public Statements and Disclosure. All press releases concerning this Agreement, the Transactions and the Spin-Off of (i) the Company, on the one hand, and (ii) the Parent, on the other hand, will each be reasonably acceptable to the other Party, subject to requirements under applicable Law, regulation or stock exchange rule or listing requirement. Thereafter, the Company (other than with respect to the portion of any communication relating to a Company Board Recommendation Change in accordance with Section 5.5), on the one hand, and the Parent, on the other hand, will use their respective reasonable best efforts to consult with the other Party before (a) participating in any media interviews; (b) engaging in any meetings or calls with analysts, institutional investors or other similar Persons; or (c) providing any statements that are public or are reasonably likely to become public, in any such case to the extent relating to the Transactions, except that neither Party will be obligated to engage in such consultation with respect to communications that are required by applicable Law, regulation or stock exchange rule or listing agreement.

6.13 Transaction Litigation. Prior to the Closing, the Company will provide the Parent with prompt notice of all Transaction Litigation (including by providing copies of all pleadings with respect thereto) and keep the Parent reasonably informed with respect to the status thereof. The Company will consult with the Parent with respect to the defense, settlement and prosecution of any Transaction Litigation. The Company may not compromise, settle or come to

an arrangement regarding, or agree to compromise or settle, any Transaction Litigation unless the Parent has consented thereto in writing (which consent will not be unreasonably withheld, conditioned or delayed).

6.14 Stock Exchange Listing. Prior to the Closing, the Company will use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or advisable on its part pursuant to applicable Law and the rules and regulations of NASDAQ to (a) maintain the listing and trading of the Company Common Stock on NASDAQ and (b) effect the listing of the Purchased Shares on NASDAQ as of the Closing, including in each case by submitting an initial listing application to NASDAQ for the post-Closing entity with sufficient time to allow NASDAQ to complete its review before the Closing (and in any event within fifteen (15) Business Days following written request of the Parent). The Parent will use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or advisable on its part to assist with the foregoing initial listing application and completion of review by NASDAQ. At the request of the Parent, immediately prior to the Closing, the Company shall effect the Reverse Stock Split at such ratio within the range permitted by the definition of Reverse Stock Split as may be mutually agreed by the Company and the Parent if necessary or advisable to meet the criteria for the foregoing initial listing application.

6.15 Credit Agreement; Promissory Notes. Upon request by the Parent, the Company shall, and shall cause its Subsidiaries to, timely deliver all notices and take all other administrative actions required to facilitate the termination of commitments, repayment in full of all outstanding loans or other obligations, release of any Liens securing such loans or obligations and guarantees in connection therewith, and replacement of or cash collateralization of any issued letters of credit in respect of the Credit Agreement, in each case, as of the Closing. In furtherance and not in limitation of the foregoing, upon request by the Parent, the Company and its Subsidiaries shall use reasonable best efforts to deliver to the Parent no later than three (3) Business Days prior to the Closing a customary payoff letter with respect to the Credit Agreement in form and substance customary for transactions of this type, from the agent under the Credit Agreement, which payoff letter together with any related release documentation shall, among other things, include the payoff amount and provide that Liens (and guarantees) granted in connection therewith relating to the assets, rights and properties of the Company and its Subsidiaries securing such Indebtedness and any other obligations secured thereby, shall, upon the payment of the amount set forth in such payoff letter on or prior to the Closing, be released and terminated (subject to the continuing guaranty of obligations that customarily survive any such payoff). In addition, upon request by the Parent, the Company and its Subsidiaries shall use reasonable best efforts to deliver to the Parent no later than three (3) Business Days prior to the Closing a customary payoff letter with respect to each of the Promissory Notes, which payoff letter shall include the payoff amount and provide that upon the payment of the amount set forth in such payoff letter on or prior to the Closing, such Promissory Note shall be released and terminated. To the extent requested by the Parent, the Company shall use reasonable best efforts to facilitate communication between the Parent and the lenders under the Credit Agreement and the Promissory Notes in order for the Parent or an Affiliate of the Parent to explore the possibility of assuming all or a portion of the rights and obligations of the lenders under the Credit Agreement and/or the Promissory Notes effective as of the Closing. The Company acknowledges and agrees that the Parent shall determine the financing strategy for repaying or

refinancing obligations under the Credit Agreement and the Promissory Notes as of the Closing, as well as any outstanding indebtedness for borrowed money of Holdings and its Subsidiaries as of the Closing, in connection with the Transactions, including that the Parent may elect in its discretion as to whether, in whole or in part, to (i) repay such obligations and refinance with debt provided by one or more third party lenders, (ii) assume the rights and obligations of existing lenders and thereby become a lender (through the Parent or one of its Affiliates) to the Company and its Subsidiaries (provided that any such party assuming such obligations consents to the transactions contemplated hereby, if necessary, and releases SpinCo and the SpinCo Subsidiaries from any and all obligations in respect of the Credit Agreement and the Promissory Notes, as applicable) or (iii) repay such obligations and refinance with debt provided by the Parent or one of its Affiliates at interest rates and on other economic terms no less favorable in the aggregate than the obligations refinanced at Closing; *provided that*, the obligations of the Company and/or its Subsidiaries and Affiliates to the lenders under the Credit Agreement and the Promissory Notes shall be satisfied in full by the Parent or an Affiliate thereof pursuant to one of the options listed in clause (i), (ii) or (iii) as of the Closing.

6.16 No Control of the Other Party's Business. The Parties acknowledge and agree that the restrictions set forth in this Agreement are not intended to give the Parent, on the one hand, or the Company, on the other hand, directly or indirectly, the right to control or direct the business or operations of the other at any time prior to the Closing. Prior to the Closing, each of the Parent and the Company will exercise, consistent with the terms, conditions and restrictions of this Agreement, complete control and supervision over their own business and operations.

6.17 Acquisitions. Notwithstanding anything to the contrary contained in this Agreement, from the date of this Agreement until the earlier to occur of the termination of this Agreement pursuant to Article VIII and the Closing, the Parent and its Affiliates (except for Holdings and its Subsidiaries, which shall be subject to Section 5.4(x)) shall be free to acquire, or negotiate or enter into any agreement to acquire, by merger or consolidation with, or by purchase of a substantial portion of the assets of or equity in, or by any other manner, any business of any Person or other business organization or division thereof, provided, however, that the Parent shall, and shall cause its Affiliates to, keep the Company reasonably informed on a reasonably current basis of the status of any such acquisition efforts.

6.18 Spin-Off Agreements.

(a) The Company shall use its reasonable best efforts to consummate the Spin-Off in accordance with Section 2.1(a) and the Spin-Off Agreements. Without limiting the foregoing, the Company shall use its reasonable best efforts to prepare and file a registration statement (which shall, if permissible, be on Form 10) as soon as reasonably practicable and no later than thirty (30) Business Days following the date of this Agreement (together with any amendments, supplements, prospectuses or information statements in connection therewith, the "**Spin-Off Registration Statement**") to register under the Exchange Act the shares of SpinCo Common Stock to be distributed in the Spin-Off. The Company shall timely provide drafts of the Spin-Off Registration Statement (and any amendments or supplement thereto) to the Parent for review and comment (which comments shall be considered by the Company in good faith).

(b) Any changes proposed by the Company to any of the Spin-Off Agreements shall be subject to the prior written approval of the Parent (which approval shall not be unreasonably withheld, conditioned or delayed in the case of any such change that does not impose or increase any Liability of the Company or its Subsidiaries (excluding SpinCo and the SpinCo Subsidiaries)). Following the execution of the Spin-Off Agreements on the date of this Agreement, the Company shall not, nor shall the Company permit any of its Subsidiaries to, alter, amend or otherwise revise the Spin-Off Agreements, or waive any term thereof or any condition to the obligations thereunder, without the prior written approval of the Parent (which approval shall not be unreasonably withheld, conditioned or delayed in the case of any such change that does not impose or increase any Liability of the Company or its Subsidiaries (excluding SpinCo and the SpinCo Subsidiaries)).

6.19 Corporate Name. The Parent hereby acknowledges that the corporate name "cogint," any derivative thereof and any Intellectual Property Rights associated therewith, and the ticker symbol "COGT," are included in the SpinCo Assets. From and after the Closing, the Parent and the Company shall not use, and shall not permit their respective Affiliates to use, the corporate name "cogint" or any derivative thereof or such ticker symbol, except to the extent required as a matter of historical reference to the prior corporate name or prior ticker symbol of the Company. Notwithstanding the foregoing, the Company and its Subsidiaries shall, for a period of sixty (60) days following the Closing Date, be entitled to use their existing stationery, business forms, packaging, containers and similar personal property on which any of the foregoing appear.

6.20 CFIUS Approval. Each Party shall, and shall cause its Affiliates to, use its reasonable best efforts to obtain CFIUS Approval. Such reasonable best efforts shall include promptly, but not later than thirty (30) Business Days after the date of this Agreement (unless otherwise agreed in writing by the Parties), making any draft filing required in connection with the CFIUS Approval in accordance with the DPA, promptly making any final filing in connection with the CFIUS Approval and in accordance with the DPA after receipt of confirmation that CFIUS has no further comment to the draft filing, and providing any information requested by CFIUS or any other agency or branch of the United States government in connection with the CFIUS review or investigation of the transactions contemplated by this Agreement within the timeframes set forth in the DPA. With respect to the Parent, such reasonable best efforts shall also include agreeing to any reasonable condition, restriction or other action required by CFIUS in order to obtain CFIUS Approval. If CFIUS informs the Parent and the Company orally or in writing that CFIUS has recommended or intends to recommend in a report that the President prohibit the Transactions, the Parent may, at its discretion, withdraw the CFIUS filing and the Company shall cooperate with the Parent in withdrawing the CFIUS filing.

6.21 Formation of Holdings. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Parent may, in lieu of effecting the contribution of V7, WAS, Indigo and any Acquisition Entity to the Company through one or more Holdings entities, effect the contribution of any of V7, WAS, Indigo or any Acquisition Entity or their respective Subsidiaries directly and without the use of any holding company(ies), such that upon the Closing, the Company will directly or indirectly hold all of the issued and outstanding shares of capital stock or other equity interests of V7, WAS, Indigo, any Acquisition Entity and their

respective Subsidiaries. In the event that Holdings is not formed, or any of the equity interests of V7, WAS, Indigo, any Acquisition Entity, or their respective Subsidiaries is not directly or indirectly owned by Holdings as of the Closing, then all references in this Agreement to Holdings (other than in the last sentence of Section 4.22(b)) shall be deemed references to Holdings (if it owns any such equity interests), V7, WAS, Indigo, any Acquisition Entity and their respective Subsidiaries. As promptly as practical following the closing of any Permitted Acquisition, and in any event within ten (10) Business Days thereof, the Parent may provide the Company with a supplement to the Parent Disclosure Letter in order to qualify the representations and warranties contained in Article III as specifically applied to such Acquisition Entity or acquired business, and such representations and warranties as so qualified shall become a part hereof; provided, however, that no such supplement of the Parent Disclosure Letter shall have any effect for purposes of determining the satisfaction of the conditions set forth in Section 7.3(a).

6.22 Stockholders' Agreement. Upon the Parent's receipt of the Stockholders' Agreement duly executed by the Company and the Company Stockholders party thereto, the Parent shall duly execute and deliver a counterpart to the Stockholders' Agreement.

6.23 Spreadsheet. The Company shall prepare and deliver to the Parent at least three (3) Business Days prior to the Closing Date the Spreadsheet. By way of example only, Exhibit G hereto sets forth illustrative calculations relating to the information described in clauses (i) through (iii) of the definition of the Spreadsheet based on certain assumptions set forth therein.

6.24 Litigation Settlement. Prior to the Closing, the Company shall (i) make all remaining payments due under the TransUnion Settlement Agreement (as may be amended, provided that a complete release of the Company is provided under any such amendment) or (ii) establish an escrow account, fully funded with all remaining payments due under the TransUnion Settlement Agreement, in the name of the parties entitled to such settlement amounts, which funds shall be released pursuant to the terms of the TransUnion Settlement Agreement.

6.25 Holdings Net Working Capital.

(a) At least five (5) Business Days prior to the Closing, the Parent will prepare and deliver to the Company a statement certified by the Chief Financial Officer of Holdings (or equivalent officer), setting forth a good faith estimate of the amount of (i) the Holdings Normalized Net Working Capital and the (ii) Net Working Capital as of the Closing (such estimate, the "Net Working Capital Statement"), which statement shall include all relevant backup materials with respect to the calculation of the Holdings Normalized Net Working Capital and the Net Working Capital. If the Net Working Capital set forth on the Net Working Capital Statement plus cash and cash equivalents on hand at V7, WAS and Indigo as of the Closing is less than the Holdings Normalized Net Working Capital set forth on the Net Working Capital Statement, then the difference between the Net Working Capital and the Holdings Normalized Net Working Capital shall constitute the "Net Working Capital Shortfall".

(b) V7, WAS and Indigo shall have Net Working Capital plus cash and cash equivalents not less than the Holdings Normalized Net Working Capital when contributed by the Parent to the Company pursuant to Section 2.1(b)(i). Any Acquisition Entity shall have

Net Working Capital plus cash and cash equivalents not less than zero when contributed by the Parent to the Company pursuant to Section 2.1(b)(i) (provided that the definition of Net Working Capital shall apply, *mutatis mutandi*s, to such Acquisition Entity, with such changes as reasonably necessary to reflect the different historical accounting practices of such entity and any predecessor).

6.26 Other Actions. Prior to the Closing, (a) the Company shall take the other actions set forth on Section 6.26(a) of the Company Disclosure Letter (except for such actions set forth on Section 6.26(a) of the Company Disclosure Letter as are specifically identified as actions that the Company may (but is not required to) take, and, and (b) the Parent shall take the other actions set forth on Section 6.26(b) of the Parent Disclosure Letter.

ARTICLE VII
CONDITIONS TO THE TRANSACTIONS

7.1 Conditions to Each Party's Obligations to Effect the Transactions. The respective obligations of the Parent and the Company to consummate the Closing are subject to the satisfaction or, to the extent permitted by applicable Law, waiver in writing prior to the Closing of each of the following conditions:

(a) *Requisite Stockholder Approvals*. The Requisite Stockholder Approvals shall have been obtained.

(b) *Information Statement*. If the Requisite Stockholder Approvals are obtained by means of a Stockholder Consent, then the Information Statement shall have been mailed to the Company Stockholders in accordance with Section 6.3(d) and Section 14C of the Exchange Act at least twenty (20) days prior to the Closing Date.

(c) *No Prohibitive Laws or Injunctions*. No injunction or other judgment or Order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition of any Governmental Authority of competent jurisdiction preventing the consummation of the Transactions or the Spin-Off is in effect, and no statute, rule, regulation or Order of any Governmental Authority of competent jurisdiction will have been enacted, entered, enforced or deemed applicable to the Transactions or the Spin-Off or any other transaction contemplated herein, that in each case prohibits, makes illegal, or enjoins the consummation of the Transactions or the Spin-Off.

(d) *Requisite Regulatory Approval*. All waiting periods (and extensions thereof) applicable to the Transactions under the HSR Act, if any, shall have expired or been terminated and any Consent applicable to the Transactions required under any other Antitrust Laws, if any, shall have been obtained.

(e) *Spin-Off Registration Statement*. The Spin-Off Registration Statement shall have become effective under the Exchange Act, and shall not be the subject of any stop order and no proceedings for that purpose shall have been initiated by the SEC and not concluded or withdrawn.

(f) *Spin-Off*. The Spin-Off shall have been completed in accordance with the Spin-Off Agreements.

(g) *CFIUS Approval*. The Parties shall have obtained CFIUS Approval.

7.2 Conditions to the Obligations of the Parent. The obligations of the Parent to consummate the Closing will be subject to the satisfaction or waiver prior to the Closing of each of the following conditions, any of which may be waived exclusively by the Parent in writing:

(a) *Representations and Warranties*.

(i) Other than the representations and warranties identified in Section 7.2(a)(ii) and Section 7.2(a)(iii), the representations and warranties of the Company set forth in this Agreement will be true and correct (without giving effect to any materiality or Company Material Adverse Effect qualifications set forth therein) on, and as of, the date of this Agreement and the Closing Date as if made at and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty will be so true and correct as of such earlier date), except for such failures to be true and correct that, individually or in the aggregate, would not have a Company Material Adverse Effect.

(ii) The representations and warranties set forth in Section 3.1, Section 3.2, Section 3.3(a), Section 3.3(c) and Section 3.25 that (A) are not qualified by Company Material Adverse Effect or other materiality qualifications will be true and correct in all material respects as of the Closing Date as if made at and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty will be true and correct in all material respects as of such earlier date); and (B) that are qualified by Company Material Adverse Effect or other materiality qualifications will be true and correct in all respects (without disregarding such Company Material Adverse Effect or other materiality qualifications) as of the Closing Date as if made at and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty will be true and correct in all respects as of such earlier date).

(iii) The representations and warranties set forth in Section 3.7 and Section 3.8 will be true and correct as of the Capitalization Date and the Closing Date, except (a) for the increase in the number of shares of authorized Company Common Stock to 400,000,000 shares to provide a sufficient number of shares of Company Common Stock for the issuance of the Purchased Shares pursuant to this Agreement, (b) the effect of the Reverse Stock Split, if any, in accordance with Section 6.14, (c) with respect to the Closing Date, as expressly permitted by Section 5.2(iii), (d) such inaccuracies that are de minimis, and (d) as a result of actions taken with the Parent's prior written consent.

(b) *Performance of Obligations of the Company*. The Company will have performed and complied in all material respects with all covenants and obligations of this Agreement required to be performed and complied with by it at or prior to the Closing and will have performed and complied in all respects with clause (A) of Section 5.2(vi) at the Closing with respect to any indebtedness for borrowed money, except that the limitation on the incurrence of Indebtedness under the Credit Agreement referenced in sub clause (3) thereunder shall be calculated without regard to available cash on hand, if any, and any net calculation thereof (such that the amount of Indebtedness under the Credit Agreement and Promissory Notes will not exceed $70,000,000 in the aggregate amount).

(c) *Officer's Certificate*. The Parent will have received a certificate of the Company, validly executed for and on behalf of the Company and in its name by a duly authorized executive officer thereof, certifying that the conditions set forth in Section 7.2(a), Section 7.2(b) and Section 7.2(e) have been satisfied.

(d) *Secretary's Certificate*. The Parent will have received a certificate of the Secretary of the Company, validly executed for and on behalf of the Company and in its name, certifying to (A) the adoption of resolutions of the Company Board approving the transactions contemplated hereby, and (B) the incumbency of the officers signing the Company Transaction Documents on behalf of the Company (together with their specimen signatures).

(e) *Company Material Adverse Effect*. No Effect will have occurred after the date of this Agreement that has or would reasonably be expected to have a Company Material Adverse Effect.

(f) *NASDAQ Listing*. NASDAQ shall have completed its review of and approved the initial listing application submitted pursuant to Section 6.14.

(g) *Spreadsheet*. The Parent will have received the completed Spreadsheet prepared in accordance with this Agreement and a certificate executed by an authorized executive officer of the Company certifying on behalf of the Company that the Spreadsheet is true, correct and complete in all respects.

7.3 Conditions to the Company's Obligations. The obligations of the Company to consummate the Closing are subject to the satisfaction or waiver prior to the Closing of each of the following conditions, any of which may be waived exclusively by the Company:

(a) *Representations and Warranties*.

(i) Other than the representations and warranties identified in Section 7.3(a)(ii) and Section 7.3(a)(iii), the representations and warranties of the Parent set forth in this Agreement will be true and correct (without giving effect to any materiality or Parent Material Adverse Effect qualifications set forth therein) on, and as of, the date of this Agreement and the Closing Date as if made at and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty will be so true and correct as of such earlier date), except for such failures to be true and correct that, individually or in the aggregate, would not have a Parent Material Adverse Effect.

(ii) The representations and warranties set forth in Section 4.1, Section 4.2, Section 4.7 and Section 4.9 that (A) are not qualified by Parent Material Adverse Effect or other materiality qualifications will be true and correct in all material respects as of the Closing Date as if made at and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty will be true and correct in all material respects as of such earlier date); and (B) that are qualified by Parent Material Adverse Effect or other materiality qualifications will be true and correct in all respects (without disregarding such Parent Material Adverse Effect or other materiality qualifications) as of the Closing Date as if made at and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty will be true and correct in all respects as of such earlier date).

(iii) The representations and warranties set forth in Section 4.8, Section 4.20 and Section 4.21 will be true and correct as of the date of this Agreement and the Closing Date, except for (a) such inaccuracies that are de minimis, and (b) as a result of actions taken with the Company's prior written consent.

(b) *Performance of Obligations of the Parent*. The Parent will have performed and complied in all material respects with all covenants and obligations of this Agreement required to be performed and complied with by it at or prior to the Closing and will have performed and complied in all respects with clause (A) of Section 5.4(vi) at the Closing with respect to indebtedness for borrowed money.

(c) *Officer's Certificate*. The Company will have received a certificate of the Parent, validly executed for and on behalf of the Parent and in its name by a duly authorized officer thereof, certifying that the conditions set forth in Section 7.3(a), Section 7.3(b) and Section 7.3(e) have been satisfied.

(d) *Secretary's Certificate*. The Company will have received a certificate of the Secretary (or a substantially equivalent officer) of the Parent, validly executed for and on behalf of the Parent, and in its name, certifying to (A) the adoption of resolutions of the board of directors of the Parent approving the transactions contemplated hereby, and (B) the incumbency of the officers signing the Company Transaction Documents on behalf of the Parent (together with their specimen signatures).

(e) *Parent Material Adverse Effect*. No Effect will have occurred or arisen after the date of this Agreement that has or would reasonably be expected to have a Parent Material Adverse Effect.

ARTICLE VIII
TERMINATION, AMENDMENT AND WAIVER

8.1 Termination. This Agreement may be validly terminated only as follows (it being understood and agreed that this Agreement may not be terminated for any other reason or on any other basis):

(a) at any time prior to the Closing (whether prior to or after the receipt of the Requisite Stockholder Approvals) by mutual written agreement of the Parent and the Company;

(b) by either the Parent or the Company, at any time prior to the Closing (whether prior to or after the receipt of the Requisite Stockholder Approvals) if any permanent injunction or other permanent judgment or Order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition of a Governmental Authority of competent jurisdiction preventing the consummation of the Transactions is in effect, or any action has been taken by any Governmental Authority of competent jurisdiction, that, in each case, prohibits, makes illegal or enjoins the consummation of the Transactions or the Spin-Off and has become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to a Party if such prohibition or injunction was primarily due to the failure of such Party to perform its obligations under this Agreement;

(c) by either the Parent or the Company, at any time prior to the Closing (whether prior to or after the receipt of the Requisite Stockholder Approvals), if the Closing has not occurred by 5:00 p.m., Eastern time, on September 6, 2018 (the "**Termination Date**"), it being understood that the right to terminate this Agreement pursuant to this Section 8.1(c) will not be available to any Party whose action or failure to act (which action or failure to act constitutes a material breach by such Party of any representation, warranty, covenant or other agreement of such Party set forth in this Agreement) has been the primary cause of, or primarily resulted in, either (A) the failure to satisfy the conditions to the obligations of the terminating Party to consummate the Closing set forth in Article VII prior to the Termination Date; or (B) the failure of the Closing to have occurred prior to the Termination Date;

(d) (x) by the Parent, if the Stockholder Consent and duly executed Voting Agreements from the Company Stockholders comprising the Stockholder Consent shall not have been delivered to the Parent and the Company by 9:00 a.m. Eastern Time on September 7, 2017, or (y) by either the Parent or the Company, at any time prior to the Closing, if the Company fails to obtain the Requisite Stockholder Approvals at the Company Stockholder Meeting (or any adjournment or postponement thereof in accordance with Section 6.4(b)) at which a vote is taken on the issuance of the Purchased Shares pursuant to this Agreement;

(e) by the Parent (whether prior to or after the receipt of the Requisite Stockholder Approvals), if the Company has breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.1 or Section 7.2, and (ii) is not cured by the earlier of (x) thirty (30) days following the Parent's delivery of written notice of such breach or failure to the Company and (y) the Termination Date;

(f) by the Parent, if at any time the Company Board (or a committee thereof) has effected a Company Board Recommendation Change;

(g) by the Company (whether prior to or after the receipt of the Requisite Stockholder Approvals), if the Parent has breached or failed to perform in any material respect any of its respective representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 7.1 or Section 7.3, and (ii) is not cured by the earlier of (x) thirty (30) days following the Company's delivery of written notice of such breach or failure to the Parent and (y) the Termination Date;

(h) by the Company, at any time prior to receiving the Requisite Stockholder Approvals if (i) the Company has received a Superior Proposal not resulting from a breach of Section 5.5 of this Agreement; (ii) the Company Board (or a committee thereof) has authorized the Company to enter into an Alternative Acquisition Agreement to consummate the Acquisition Transaction contemplated by that Superior Proposal; and (iii) the Company has complied with Section 5.5 with respect to such Superior Proposal and prior to, or currently with, such termination and entry into such Alternative Acquisition Agreement, paid the Company Termination Fee set forth in Section 8.3(b)(ii);

(i) by the Company, at any time prior to the Closing if (i) all of the conditions set forth in Section 7.1 and Section 7.2 have been and continue to be satisfied (other than pursuant to Section 7.1(f), which condition shall be capable of being satisfied at the Closing, and those conditions that by their nature are to be satisfied at the Closing, each of which conditions shall be capable of being satisfied at the Closing); (ii) the Company has irrevocably notified the Parent in writing that (A) it is ready, willing and able to consummate the Closing, certifying as to the matters described in the preceding clause (i), and (B) all conditions set forth in Section 7.3 have been satisfied (other than those conditions that by their nature are to be satisfied at the Closing) or that it is waiving any unsatisfied conditions set forth in Section 7.3 for the purpose of effecting the Closing; (iii) the Parent fails to consummate the Closing on the date the Closing should have occurred pursuant to Section 2.2; (iv) following the Parent's failure to consummate the Closing on the date the Closing should have occurred pursuant to Section 2.2, the Company has given the Parent written notice stating the Company's intention to terminate this Agreement pursuant to this Section 8.1(i) if the Parent fails to consummate the Closing on the second (2nd) Business Day after delivery of such notice; and (v) the Parent fails to consummate the Closing on such date; or

(j) by the Company or the Parent, if CFIUS informs the Parent and the Company orally or in writing that CFIUS has recommended or intends to recommend in a report to the President that the President prohibit the Transactions.

(k) by the Parent, if the duly executed Stockholders' Agreement from the Company Stockholders shall not have been delivered to the Parent and the Company by 9:00 a.m. Eastern Time on September 7, 2017.

8.2 Manner and Notice of Termination; Effect of Termination.

(a) *Manner of Termination*. The Party terminating this Agreement pursuant to Section 8.1 (other than pursuant to Section 8.1(a)) must deliver prompt written notice thereof to the other Party setting forth in reasonable detail the provision of Section 8.1 pursuant to which this Agreement is being terminated and the facts and circumstances forming the basis for such termination pursuant to such provision.

(b) *Effect of Termination*. Any valid termination of this Agreement pursuant to Section 8.1 will be effective immediately upon the delivery of written notice by the terminating Party to the other Party, except as otherwise provided in Section 8.1. In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement will be of no further force or effect without Liability of any Party (or any partner, member, manager, stockholder, director, officer, employee, Affiliate, agent or other Representative of such Party) to the other Party, as applicable, except (i) for fraud or intentional breach of this Agreement prior to or in connection with such termination and (ii) Section 6.6(d), Section 6.6(e), Section 6.6(f), Section 6.12, the last sentence of Section 6.20, this Section 8.2, Section 8.3, Article IX and the Confidentiality Agreement will each survive the termination of this Agreement in accordance with their respective terms.

8.3 Fees and Expenses.

(a) *General*. Except as set forth in this Section 8.3, all fees and expenses incurred in connection with this Agreement and the Transactions will be paid by the Party incurring such fees and expenses whether or not the Transactions are consummated. The Parent will pay or cause to be paid all (i) transfer, stamp and documentary Taxes or fees; and (ii) sales, use, real property transfer and other similar Taxes or fees, in each case arising out of or in connection with the consummation of the Transactions (for the avoidance of doubt, excluding the Spin-Off or any of the transactions under the Spin-Off Agreements).

(b) *Company Payments*.

(i) If (A) this Agreement is terminated pursuant to Section 8.1(d) or Section 8.1(e); (B) following the execution and delivery of this Agreement and prior to the termination of this Agreement pursuant to Section 8.1(d) or Section 8.1(e), an Acquisition Proposal for an Acquisition Transaction has been publicly announced or disclosed and not publicly withdrawn or otherwise publicly abandoned; and (C) within six (6) months following the termination of this Agreement pursuant to Section 8.1(d) or Section 8.1(e), the Company enters into a definitive agreement with respect to such Acquisition Transaction, and such Acquisition Transaction is subsequently consummated; then the Company will promptly (and in any event within two (2) Business Days) following consummation of such Acquisition Transaction pay to the Parent an amount equal to $3,000,000 (the "**Company Termination Fee**") by wire transfer of immediately available funds to an account or accounts designated in writing by the Parent. For purposes of this Section 8.3(b)(i), all references to "20%" in the definition of "Acquisition Transaction" will be deemed to be references to "50%."

(ii) If this Agreement is terminated pursuant to Section 8.1(f) or Section 8.1(h), then the Company must pay to the Parent the Company Termination Fee by wire transfer of immediately available funds to an account or accounts designated in writing by the Parent (A) in the case of Section 8.1(f), within two (2) Business Days following such termination and (B) in the case of Section 8.1(h), on the date of such termination and as a condition to the effectiveness of such termination.

(c) *Parent Payments*.

(i) If this Agreement is terminated due to a Parent Termination Fee Event, then the Parent will pay to the Company an amount equal to $5,000,000 (the "**Parent Termination Fee**") by wire transfer of immediately available funds to an account or accounts designated in writing by the Company within two (2) Business Days following such termination. A "**Parent Termination Fee Event**" shall occur if this Agreement is terminated:

(A) by the Company or the Parent pursuant to Section 8.1(b) where the prohibition or injunction permitting a Party to terminate pursuant to Section 8.1(b) is imposed by any Governmental Authority in the People's Republic of China or the Shenzen Stock Exchange with respect to the Parent or its Affiliates in connection with the Transactions;

(B) by the Company or the Parent pursuant to Section 8.1(c) where the failure of the Closing to occur on or before the Termination Date results from the failure of the Parent or its Affiliates to obtain any approval of any Governmental Authority in the People's Republic of China or the Shenzen Stock Exchange required in connection with the Transactions;

(C) by the Company pursuant to Section 8.1(i); or

(D) by the Company pursuant to Section 8.1(g) where the breach of covenant or agreement of the Parent consists of failure to perform and comply with clause (A) of Section 5.4(vi) at or prior to the Closing with respect to indebtedness for borrowed money;

provided, however, in the case of each of the foregoing clauses (A) and (B), at the time of such termination all of the conditions set forth in Section 7.1 (excluding Section 7.1(c) solely with respect to the failure of the Parent or its Affiliates to obtain any approval of any Governmental Authority in the People's Republic of China or the Shenzen Stock Exchange required in connection with the Transactions) and Section 7.2 have been and continue to be satisfied or shall be capable of being satisfied on or before the Termination Date.

(d) *Single Payment Only*. The Parties acknowledge and agree that in no event will the Company or the Parent be required to pay the Company Termination Fee or the Parent Termination Fee, as applicable, on more than one occasion, whether or not the Company Termination Fee or the Parent Termination Fee may be payable pursuant to more than one provision of this Agreement at the same or at different times and upon the occurrence of different events.

(e) *Payments; Default*. The Parties acknowledge that the agreements contained in this Section 8.3 are an integral part of the Transactions, and that, without these agreements, the Parties would not enter into this Agreement. Accordingly, if the Company fails to promptly pay any amount due pursuant to Section 8.3(b) or the Parent fails to promptly pay any amounts due pursuant to Section 8.3(c), and, in order to obtain such payment, the Parent, on the one hand, or the Company, on the other hand, commences a Legal Proceeding that results in a judgment against the Company for the amount set forth in Section 8.3(b) or any portion thereof or a judgment against the Parent for the amount set forth in Section 8.3(c) or any portion thereof, as applicable, the Company will pay to the Parent or the Parent will pay to the Company, as the case may be, its out-of-pocket costs and expenses (including reasonable attorneys' fees) in connection with such Legal Proceeding, together with interest on such amount or portion thereof at the annual rate of 5% plus the prime rate as published in *The Wall Street Journal* in effect on the date that such payment or portion thereof was required to be made through the date that such payment or portion thereof was actually received, or a lesser rate that is the maximum permitted by applicable Law, and the terms "Company Termination Fee" and "Parent Termination Fee", as applicable, shall be increased to include any such additional amounts owed pursuant to this Section 8.3(e). Notwithstanding Section 2.7, the Company Termination Fee or the Parent Termination Fee, as applicable, shall be paid without withholding or deduction for, or on account of, any Taxes. In the event that the Company or the Parent, as applicable, deducts or withholds any amount from the payment of such fees, the Company or the Parent (the "**Payor**"), as applicable, shall pay to the other Party (the "**Other Party**") such additional amounts as may be necessary to ensure that the net amount received by the Other Party after such withholding or deduction (and after deducting or withholding any Taxes on the additional amounts) shall equal the amount that would have been received by the Other Party had no such withholding or deduction been required; provided, however, that to the extent a Tax credit is available in the jurisdiction in which the Other Party is resident in respect of Taxes withheld by the Payor and this credit is available to offset Taxes otherwise payable by the Other Party in such jurisdiction so that the Other Party does not suffer any additional Tax cost as a result of amounts withheld, then no such additional amounts shall be required to be paid. The Other Party agrees to use commercially reasonable efforts to seek such credit. If a withholding tax is imposed on the Payor as a result of an adjustment to Taxes by a Governmental Authority after the payment of the Company Termination Fee or the Parent Termination Fee, the Other Party agrees to use commercially reasonable efforts to seek any available credit for the withheld tax and, to the extent such credit offsets Taxes of the Other Party, to pay to the Payor the amount of such credit (net of any reasonable out-of-pocket costs (including Taxes) incurred by the Other Party in respect of such credit).

(f) *Sole Remedy*.

(i) Subject to the Company's rights pursuant to Section 9.8 and Section 8.2(b), in the event this Agreement is terminated pursuant to a Parent Termination Fee Event, the Parent Termination Fee, to the extent the relevant fee is owed pursuant to Section 8.3(c), and the Reimbursement Obligations will be the sole and exclusive remedies of the Company Related Parties against (A) the Parent and its Affiliates; and (B) the former, current and future holders of any equity, controlling persons, directors, officers, employees, agents, attorneys, members, managers, general or limited partners, stockholders and assignees of the Parent and its Affiliates and the Financing Sources (the Persons in clauses (A) and (B) collectively, the "**Parent Related Parties**") in respect of this Agreement, any agreement executed in connection herewith (excluding the Confidentiality Agreement) and the transactions contemplated hereby and thereby, the termination of this Agreement, the failure to consummate the Transactions or any claims or actions under applicable Law arising out of any such breach, termination or failure, and other than in respect of the payment of the Parent Termination Fee and Reimbursement Obligations, (1) none of the Parent Related Parties will have any further Liability or obligation to the Company Related Parties relating to or arising out of this Agreement, any agreement executed in connection herewith or the transactions contemplated hereby and thereby or any matters forming the basis of such termination and (2) neither the Company nor any other Person will be entitled to bring or maintain any Legal Proceeding against the Parent or any Parent Related Party arising out of this Agreement, any agreement executed in connection herewith (excluding the Confidentiality Agreement) or the transactions contemplated hereby and thereby or any matters forming the basis for such termination.

(ii) Subject to the Parent's rights pursuant to Section 9.8 and 8.2(b), in the event this Agreement is terminated pursuant to Section 8.1 where the Company Termination Fee is or may become payable pursuant to Section 8.3(b), the Company Termination Fee, to the extent owed pursuant to Section 8.3(b), will be the sole and exclusive remedy of the Parent Related Parties against (A) the Company, its Subsidiaries and each of their respective Affiliates; and (B) the former, current and future holders of any equity, controlling persons, directors, officers, employees, agents, attorneys, Affiliates (other than the Company and its Subsidiaries), members, managers, general or limited partners, stockholders and assignees of each of the Company, its Subsidiaries and each of their respective Affiliates (the Persons in clauses (A) and (B) collectively, the "**Company Related Parties**") in respect of this Agreement, any agreement executed in connection herewith (excluding the Confidentiality Agreement) and the transactions contemplated hereby and thereby, the termination of this Agreement, the failure to consummate the Transactions or any claims or actions under applicable Law arising out of any such breach, termination or failure, and other than with respect to the payment of the Company Termination Fee, (1) none of the Company Related Parties will have any further Liability or obligation to the Parent Related Parties relating to or arising out of this Agreement, any agreement

executed in connection herewith or the transactions contemplated hereby and thereby or any matters forming the basis of such termination and (2) none of the Parent or any other Person will be entitled to bring or maintain any Legal Proceeding against the Company or any Company Related Party arising out of this Agreement, any agreement executed in connection herewith (excluding the Confidentiality Agreement) or the transactions contemplated hereby and thereby or any matters forming the basis for such termination.

(g) *Acknowledgement Regarding Specific Performance*. Notwithstanding anything to the contrary in Section 8.3(f), it is agreed that the Company will be entitled to an injunction, specific performance or other equitable relief as provided in, and subject to the limitations of, Section 9.8(b).

ARTICLE IX
GENERAL PROVISIONS

9.1 Survival of Representations, Warranties and Covenants. Notwithstanding any provision contained herein to the contrary, the representations, warranties and covenants of the Company and the Parent contained in this Agreement or any certificate delivered pursuant hereto will terminate at the Closing; provided that the provisions of Section 6.9 and Section 6.19 shall survive the Closing.

9.2 Notices. All notices and other communications hereunder must be in writing and will be deemed to have been duly delivered and received hereunder (i) four (4) Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; or (iii) immediately upon delivery by hand, by fax or email (with a written or electronic confirmation of delivery), in each case to the intended recipient as set forth below:

(a) if to the Parent to:

BlueFocus International Limited
600 Lexington Avenue, 6th Floor
New York, NY 10022
Attn: He Shen, Chief Financial Officer
Email: he.shen@bluefocus.com

with a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP

500 Boylston Street
Boston, MA 02116
Attn: Graham Robinson
Laura Knoll
Fax: (617) 573-4822
Email: graham.robinson@skadden.com
laura.knoll@skadden.com

525 University Avenue
Palo Alto, CA 94301
Attn: Michael Mies
Fax: (650) 798-6510
Email: michael.mies@skadden.com

if to the Company (prior to the Closing) to:
Cogint, Inc.
2650 North Military Trail, Suite 300
Boca Raton, FL 33431
Attn: Chief Executive Officer
Fax: 561-571-2712
Email: derek@cogint.com

with a copy (which will not constitute notice) to:
Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Fort Lauderdale, FL 33131
Attn: Teddy D. Klinghoffer
Mary V. Carroll
Fax: (954) 463-2224
Email: teddy.klinghoffer@akerman.com
mary.carroll@akerman.com

Any notice received by fax or otherwise at the addressee's location on any Business Day after 5:00 p.m., addressee's local time, or on any day that is not a Business Day will be deemed to have been received at 9:00 a.m., addressee's local time, on the next Business Day. From time to time, any Party may provide notice to the other Party of a change in its address or fax number through a notice given in accordance with this Section 9.2, except that that notice of any change to the address or any of the other details specified in or pursuant to this Section 9.2 will not be deemed to have been received until, and will be deemed to have been received upon, the later of the date (A) specified in such notice; or (B) that is five (5) Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 9.2.

9.3 Assignment. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties, except that the Parent will have the right to assign all or any portion of its respective rights and obligations pursuant to this Agreement (a) to any Subsidiary of the Parent provided that no such assignment shall relieve the Parent of any of its obligations pursuant to this Agreement, and (b) from and after the Closing, to any Financing Source pursuant to the terms of any Financing for purposes of creating a security interest herein or otherwise assigning as collateral in respect of the Financing, it being understood that, in the case of each of (a) and (b), such assignment will not (i) affect the obligations of the parties (including Financing Sources) to any other definitive agreement related to the Financing; or (ii) impede or delay the consummation of the Transactions or otherwise materially impede the rights of the holders of shares of Company Common Stock pursuant to this Agreement. Subject to the preceding sentence, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment by any Party, including pursuant to the foregoing clauses (a) or (b), will relieve such Party of any of its obligations hereunder.

9.4 Confidentiality. The Parent and the Company hereby acknowledge that BlueFocus Communication Group of America, Inc. and the Company have previously executed a Confidentiality Letter Agreement, dated February 24, 2017 (the "**Confidentiality Agreement**"), that will continue in full force and effect in accordance with its terms; provided that it is hereby agreed that the Confidentiality Agreement shall terminate upon the earlier to occur of the Closing and the date on which the Confidentiality Agreement expires in accordance with its terms or is validly terminated by the parties thereto. The Parent and its respective Representatives will hold and treat all documents and information concerning the Company and its Subsidiaries furnished or made available to the Parent or its respective Representatives in connection with the Transactions in accordance with the Confidentiality Agreement.

9.5 Entire Agreement. This Agreement and the documents and instruments and other agreements between the Parties as contemplated by or referred to herein, including the Confidentiality Agreement, the Company Disclosure Letter and the Parent Disclosure Letter constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the Parties and their respective Affiliates with respect to the subject matter hereof and thereof. Notwithstanding anything to the contrary in this Agreement, the Confidentiality Agreement will (a) not be superseded; (b) survive any termination of this Agreement; and (c) continue in full force and effect until the earlier to occur of the Closing and the date on which the Confidentiality Agreement expires in accordance with its terms or is validly terminated by the parties thereto.

9.6 Third Party Beneficiaries. Except as set forth in this Section 9.6, the Parties agree that their respective representations, warranties and covenants set forth in this Agreement are solely for the benefit of the other Party in accordance with and subject to the terms of this Agreement. This Agreement is not intended to, and will not, confer upon any other Person any rights or remedies hereunder, except (a) as otherwise provided in this Section 9.6, (b) as set forth in or contemplated by Section 6.9, (c) the Financing Sources shall be express third party beneficiaries of, and shall be entitled to rely on and enforce directly, Section 9.8(c), Section 9.11, Section 9.16 and this Section 9.6 and (d) SpinCo shall be an express third party beneficiary of, and shall be entitled to rely on and enforce directly, Section 6.19.

9.7 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

9.8 Remedies.

(a) *Remedies Cumulative*. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by Law or equity upon such Party and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

(b) *Specific Performance*. Each Party agrees that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the other Party does not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder in order to consummate this Agreement (including, in the case of the Company, the Spin-Off) in accordance with its specified terms or otherwise breach such provisions. Each Party acknowledges and agrees that (A) the other Party will be entitled, in addition to any other remedy to which it is entitled at Law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement by such Party and to enforce specifically the terms and provisions hereof, including the respective obligations of such Party to consummate this Agreement (including, in the case of the Company, the Spin-Off); (B) the right to obtain damages or the Company Termination Fee or the Parent Termination Fee, as applicable, following termination of this Agreement in accordance with the provisions of Section 8.2 and Section 8.3 are not intended to and do not adequately compensate the other Party for the harm that would result from a breach of this Agreement by such Party, and will not be construed to diminish or otherwise impair in any respect the other Party's right to an injunction, specific performance and other equitable relief; and (C) the right of specific enforcement is an integral part of the Transactions and, in the case of the Company, the Spin-Off, and without that right, the other Party would not have entered into this Agreement. Each Party agrees not to raise any objections to the granting of an injunction, specific performance or other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement by such Party on the basis that the other Party has an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity. When seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, a Party will not be required to provide any bond or other security in connection with such injunction or enforcement, and the other Party irrevocably waives any right that it may have to require the obtaining, furnishing or posting of any such bond or other security.

(c) *No Recourse.* Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated in accordance with Article VIII, the Company, on behalf of itself and its Affiliates, agrees that none of the Financing Sources or their respective Affiliates and Representatives shall have any Liability or obligation to the Company or its Affiliates relating to this Agreement or the breach, termination or validity thereof or any transactions contemplated by this Agreement except as provided in any definitive agreement related to the Financing to which the Company or one of its Affiliates is a party.

9.9 Governing Law. This Agreement is governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Law thereof.

9.10 Consent to Jurisdiction; Venue. Each of the Parties (i) to the fullest extent permitted by Law, irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts) in any Legal Proceeding relating to this Agreement or the transactions contemplated hereby, for and on behalf of itself or any of its properties or assets, in accordance with Section 9.2 or in such other manner as may be permitted by applicable Law, and nothing in this Section 9.10 will affect the right of any Party to serve legal process in any other manner permitted by applicable Law;

(ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) (the "**Chosen Courts**") in the event that any dispute or controversy arises out of this Agreement or the transactions contemplated hereby; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iv) agrees that any Legal Proceeding arising in connection with this Agreement or the transactions contemplated hereby will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (vi) agrees that it will not bring any Legal Proceeding relating to this Agreement or the transactions contemplated hereby in any court other than the Chosen Courts. Both the Parent and the Company agree that a final judgment in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

9.11 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ACKNOWLEDGES AND AGREES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (iii) IT MAKES THIS WAIVER VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.

9.12 Company Disclosure Letter References. The Parties agree that the disclosure set forth in any particular section or subsection of the Company Disclosure Letter will be deemed to be an exception to (or, as applicable, a disclosure for purposes of) (a) the representations and warranties of the Company that are set forth in the corresponding Section or subsection of Article III of this Agreement; and (b) any other representations and warranties of the Company that are set forth in Article III of this Agreement, but in the case of this clause (b) only to the extent that the relevance of that disclosure as an exception to (or a disclosure for purposes of) such other representations and warranties is reasonably apparent on the face of such disclosure. The inclusion of any item in the Company Disclosure Letter shall not be deemed to be an admission or evidence of materiality of such item, nor shall it establish any standard of materiality for any purpose whatsoever and the inclusion of an item relating to the IDI Business, SpinCo Assets or SpinCo Liabilities does not, in and of itself, establish that such item relates to or affects the Company or the business or operations of the Company.

9.13 Parent Disclosure Letter References. The Parties agree that the disclosure set forth in any particular section or subsection of the Parent Disclosure Letter will be deemed to be an exception to (or, as applicable, a disclosure for purposes of) (a) the representations and warranties of the Parent that are set forth in the corresponding Section or subsection of Article IV of this Agreement; and (b) any other representations and warranties of the Parent that are set forth in Article IV of this Agreement, but in the case of this clause (b) only to the extent that the relevance of that disclosure as an exception to (or a disclosure for purposes of) such other representations and warranties is reasonably apparent on the face of such disclosure. The inclusion of any item in the Parent Disclosure Letter shall not be deemed to be an admission or evidence of materiality of such item, nor shall it establish any standard of materiality for any purpose whatsoever.

9.14 Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

9.15 No Limitation. It is the intention of the Parties that, to the extent possible, unless provisions are mutually exclusive and effect cannot be given to both or all such provisions, the representations, warranties, covenants and closing conditions in this Agreement will be construed to be cumulative and that each representation, warranty, covenant and closing condition in this Agreement will be given full, separate and independent effect and nothing set forth in any provision herein will in any way be deemed to limit the scope, applicability or effect of any other provision hereof.

9.16 Amendment. Subject to applicable Law and subject to the other provisions of this Agreement, this Agreement may be amended by the Parties at any time by execution of an instrument in writing signed on behalf of both the Parent and the Company (pursuant to authorized action by the Company Board (or a committee thereof)), *provided* that Section 9.6, Section 9.8(c), Section 9.11 and this Section 9.16 (in each case, together with any related definitions and other provisions of this Agreement to the extent an amendment thereof would serve to modify the substance or provisions of any such Section) shall not be amended in a manner that is adverse to the Financing Sources or any of their respective Affiliates or Representatives without the prior written consent of the applicable Financing Sources.

9.17 Extension; Waiver. At any time and from time to time prior to the Closing, any Party may, to the extent legally allowed and except as otherwise set forth herein, (a) extend the time for the performance of any of the obligations or other acts of the other Party, as applicable; (b) waive any inaccuracies in the representations and warranties made to such Party contained herein or in any document delivered pursuant hereto; and (c) subject to the requirements of applicable Law, waive compliance with any of the agreements or conditions for the benefit of such Party contained herein. Any agreement on the part of a Party to any such extension or waiver will be valid only if set forth in an instrument in writing signed by such Party. Any delay in exercising any right pursuant to this Agreement will not constitute a waiver of such right.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first written above.

BLUEFOCUS INTERNATIONAL LIMITED

By: /s/ He Shen
Name: He Shen
Title: Authorized Signatory

COGINT, INC.

By: /s/ Derek Dubner
Name: Derek Dubner
Title: Chief Executive Officer

[Signature Page to Business Combination Agreement]

The schedules to the Agreement have been omitted from this filing pursuant to Item 601(b)(2) of Regulation SK. Set forth below is a listing of the omitted schedules. The Company will furnish copies of any such schedules to the U.S. Securities and Exchange Commission upon request.

Schedule I — Knowledge of the Company
Schedule II — Knowledge of the Parent

Company Disclosure Letter

Section 3.5	Non-Contravention
Section 3.6	Requisite Approvals; Consent
Section 3.7	Company Capitalization
Section 3.8	Subsidiaries
Section 3.9	Company SEC Reports
Section 3.10(c)	Company Financial Statements; Internal Controls; NASDAQ Listing
Section 3.11	No Undisclosed Liabilities
Section 3.12(b)	Absence of Certain Changes
Section 3.13(a)	Material Company Contracts
Section 3.14(a)	Property; Assets
Section 3.16	Company Intellectual Property
Section 3.17	Tax Matters
Section 3.18	Employee Plans
Section 3.19	Labor Matters
Section 3.21	Compliance with Laws
Section 3.22	Legal Proceedings; Orders
Section 3.24	Related Person Transactions
Section 3.25	Brokers
Section 3.26	Anti-Bribery and Anti-Corruption
Section 3.27	Information Technology
Section 3.28	Personal Data; Customer Data
Section 3.30	Customers and Suppliers
Section 5.1	Affirmative Obligations of the Company
Section 5.2	Forbearance Covenants of the Company
Section 6.9(c)	D&O Insurance
Section 6.26(a)	Other Actions

Parent Disclosure Letter

Section 1.1(ttt)	Permitted Acquisitions
Section 1.1(xxx)	Potential Acquisition Target
Section 1.1(uuuu)	TransUnion Settlement Agreement
Section 4.3	Non-Contravention
Section 4.4	Requisite Approvals
Section 4.5	Legal Proceedings; Orders
Section 4.7	Brokers
Section 4.16	Purchase Entirely for Own Account
Section 4.21	Subsidiaries

Section 4.22	Financial Statements; No Undisclosed Liabilities
Section 4.24	Material Holdings Contracts
Section 4.25	Property; Assets
Section 4.27	Intellectual Property
Section 4.28	Tax Matters
Section 4.29	Employee Plans
Section 4.30	Labor Matters
Section 4.32	Compliance with Laws
Section 4.33	Insurance
Section 4.34	Related Party Transactions
Section 4.37	Personal Data; Customer Data
Section 4.38	Customers and Suppliers
Section 5.3	Affirmative Obligations of the Parent
Section 5.4	Forbearance Covenants of the Parent
Section 6.26(b)	Other Actions

Exhibit A-1
Form of Amended and Restated Charter

[Included as Exhibit 3.1 to this Form 8-K]

Exhibit A-2
Form of Amended and Restated Bylaws

[Included as Exhibit 3.3 to this Form 8-K]

Exhibit B
Form of Stockholder Consent

Form of
Written Consent of Stockholders
of Cogint, Inc.
In Lieu of Meeting

Each of the undersigned stockholders (each a "**Stockholder**") of Cogint, Inc., a Delaware corporation (the "**Company**"), having on the date set forth below his, her, or its signature, voting power with respect to that number of shares of common stock, par value $0.0005 per share (the "**Company Common Stock**"), set forth on Schedule I attached to this Stockholder Consent, hereby irrevocably consents in writing, pursuant to Section 228(a) of the General Corporation Law of the State of Delaware and as authorized by Article 9 of the Certificate of Incorporation of the Company, as amended (including the related resolutions of the Board of Directors of the Company (the "**Company Board**") authorizing in advance this action by written consent in lieu of a meeting of the stockholders of the Company), to the following actions and adoption of the following resolutions by written consent in lieu of a meeting of stockholders of the Company:

WHEREAS, the Company has entered into that certain Business Combination Agreement (the "**Business Combination Agreement**"), dated as of September 7, 2017, by and between the Company and BlueFocus International Limited, a private company limited by shares registered in Hong Kong (the "**Parent**"), a copy of which has been provided to the undersigned Stockholder and is attached hereto as Exhibit A (capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Business Combination Agreement);

WHEREAS, pursuant to the Business Combination Agreement the Company desires to issue and sell to the Parent, and the Parent desires to subscribe for and purchase from the Company, certain shares of Company Common Stock, for and in consideration of the Parent's contribution to the Company of (i) all of the issued and outstanding membership interest, shares of capital stock and/or other equity interests of Vision 7 International Inc., a Canadian company ("**V7**"), We Are Very Social Limited, a limited company domiciled and incorporated in England and Wales ("**WAS**"), Indigo Social, LLC, a Delaware limited liability company ("**Indigo**"), and any entity pursuant to which a Permitted Acquisition has been consummated prior to Closing, if any (each, an "**Acquisition Entity**"), and V7's, WAS's, Indigo's and any Acquisition Entity's respective Subsidiaries, which may be contributed directly or indirectly through one or more newly formed holding companies directly or indirectly wholly-owned by the Parent that may acquire V7, WAS, Indigo, any Acquisition Entity and/or their respective Subsidiaries prior to the Closing as provided for in the Business Combination Agreement, and (ii) the Cash Consideration, from which the Cash Dividend will be allocated among holders of record of Company Common Stock and certain other securities convertible into or exchangeable or exercisable for Company Common Stock as provided for in the Business Combination Agreement or other documents referenced therein including the Spin-off Agreements, in each case, as of the Record Date, contingent upon the occurrence of the Closing;

WHEREAS, the Business Combination Agreement provides that, as a condition to Closing, the Company will complete the Spin-Off in accordance with the Spin-Off Agreements;

WHEREAS, the Company Board has (i) determined that it is in the best interests of, and fair to, the Company and its stockholders, and declared it advisable, to enter into the Business Combination Agreement and consummate the transactions contemplated therein, including the Transactions; (ii) approved the execution and delivery of the Business Combination Agreement by the Company, the performance by the Company of its covenants and other obligations thereunder, and the consummation of the Transactions upon the terms and conditions set forth therein; (iii) approved and resolved to recommend that the Company Stockholders approve (v) the issuance of the Purchased Shares, (w) the change of control resulting from the issuance of the Purchased Shares, (x) an amendment and restatement to the Certificate of Incorporation in the form attached hereto as Exhibit B to this consent (the "**Amended and Restated Charter**") to, among other matters set forth therein, increase the number of shares of authorized Company Common Stock to 400,000,000 shares to provide a sufficient number of shares of Company Common Stock for the issuance of the Purchased Shares, provided that the Amended and Restated Charter shall not be filed or become effective unless and until the Closing Date occurs and immediately before the Closing, (y) the Stock Split Amendment (as defined below) and (z) the 2015 Plan Amendment (as defined below), each pursuant to the Business Combination Agreement (together, the "**Voting Matters**"); and (iv) authorized by resolution the taking of the foregoing actions of the holders of Company Common Stock by written consent in lieu of a meeting;

WHEREAS, the Company Board has approved, subject to stockholder approval, an amendment to the Amended and Restated Charter in the form attached hereto as Exhibit C, to effect a reverse stock split provided that the Company Board shall have the discretion to determine the range of the reverse stock split within a range of two-to-one and four-to-one and to abandon the reverse stock split altogether (the "**Stock Split Amendment**"), and provided further that the Stock Split Amendment shall not be filed or become effective unless and until the Closing Date occurs and immediately before the Closing;

WHEREAS, the Company Board, upon the recommendation of the Compensation Committee, has approved, subject to stockholder approval, an amendment to the Company's 2015 Stock Incentive Plan to increase the number of shares of Company Common Stock reserved for issuance under the Company's 2015 Stock Incentive Plan by one million shares (1,000,000) shares to a total of thirteen million five hundred thousand (13,500,000) shares of Company Common Stock to allow for certain equity award grants prior to the Closing (the "**Incentive Plan Amendment**"); and

WHEREAS, pursuant to the Business Combination Agreement, the Company and/or the Parent has the power to terminate the Business Combination Agreement under certain circumstances after the Stockholder Consent is delivered, upon the terms and subject to the conditions set forth in the Business Combination Agreement.

NOW, THEREFORE, BE IT:

RESOLVED, that the Voting Matters and the transactions contemplated thereby are hereby adopted, authorized, and approved in all respects, and that the undersigned Stockholder hereby votes all of the shares of Company Common Stock held by the Stockholder in favor of the Voting Matters and the transactions contemplated thereby; and further

RESOLVED, that the Amended and Restated Charter, be and hereby is adopted, authorized, and approved in all respects, with such Amended and Restated Charter to become effective only in connection with and immediately before the Closing; and further

RESOLVED, that the Stock Split Amendment, be and hereby is adopted, authorized, and approved in all respects with such Stock Split Amendment to become effective only in connection with and immediately before the Closing; and further

RESOLVED, that either or both of the Amended and Restated Charter and the Stock Split Amendment may be abandoned by the Company Board in its sole discretion whether before or after stockholder approval thereof; and further

RESOLVED, that the undersigned Stockholder hereby waives any and all notice requirements, with respect to the time and place of meeting, and consents to the transaction of all business represented by this written consent.

This written consent shall be filed with the minutes of the meetings of the stockholders of the Company and shall be treated for all purposes as action taken at a meeting.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

FROST GAMMA INVESTMENTS TRUST

By: _____

Name: Phillip Frost, M.D.
Title: Trustee

Date: _____

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

RYAN SCHULKE

Date: _____

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

RSMC PARTNERS, LLC

By: _____

Name: Ryan Schulke
Title: Managing Member

Date: _____

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

OLE POULSEN

Date: _____

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

MATTHEW CONLIN 2017 GRANTOR RETAINED ANNUITY TRUST

By: _____

Name: Matthew Conlin
Title: Trustee

Date: _____

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

MATTHEW CONLIN

Date: _____

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

MICHAEL BRAUSER

Date: _____

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

BIRCHTREE CAPITAL, LLC

By: _____

Name: Michael Brauser
Title: Manager

Date: _____

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

BSIG LLC

By: _____

Name: Michael Brauser
Title: Managing Member

Date: _____

IN WITNESS WHEREOF, the undersigned Stockholder has executed this written consent effective on the date set forth below.

GRANDER HOLDINGS, INC. 401K

By: _____

Name: Michael Brauser
Title: Manager

Date: _____

Schedule I

Stockholder

Stockholder	Address	Shares of Company Common Stock held of Record	Shares of Company Common Stock held in Street Name
Frost Gamma Investments Trust	Frost Gamma Investments Trust 4400 Biscayne Blvd. 15th Floor Miami, FL 33137 Attn: Veronica Miranda	14,919,061	802,480
Ryan Schulke	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Ryan Schulke	5,827,200	237,337
RSMC Partners, LLC	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Ryan Schulke and Matthew Conlin	2,000,000	0
Matthew Conlin	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Matthew Conlin	4,208,160	169,820
Matthew Conlin 2017 Grantor Retained Annuity Trust	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Matthew Conlin	1,077,040	0
Conlin Family Foundation	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Matthew Conlin	0	20,000
Ole Poulsen	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Ole Poulsen	1,000,000	21,163
Michael Brauser	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	20,000	302,235
Birchtree Capital, LLC	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	954,116	419,530

BSIG LLC*	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	16,259	0
Grander Holdings, Inc. 401K	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	2,030,945	113,700

* Entity is owned and controlled 50% by Mr. Brauser.

Exhibit A

Business Combination Agreement

[Included as Exhibit 2.1 to this Form 8-K]

Exhibit B

Form of Amended and Restated Charter

[Included as Exhibit 3.1 to this Form 8-K]

Exhibit C

Form of Stock Split Amendment

[Included as Exhibit 3.2 to this Form 8-K]

Exhibit C
Separation and Distribution Agreement

[Included as Exhibit 10.3 to this Form 8-K]

Exhibit D
Tax Matters Agreement

[Included as Exhibit 10.4 to this Form 8-K]

Exhibit E
Employee Matters Agreement

[Included as Exhibit 10.5 to this Form 8-K]

Exhibit F
Form of SpinCo Note

THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY APPLICABLE STATE SECURITIES LAW AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN EXEMPTION THEREFROM.

PROMISSORY NOTE

$[ ],000,000.00 _____ ____, 201[7]

1. Maker's Promise to Pay. For value received, Cogint, Inc., a Delaware corporation (the "Maker") promises to pay to the order of Red Violet, Inc., a Delaware corporation ("Lender"), its successors, participants or assigns, the principal amount of MILLION DOLLARS ($,000,000.00) (the "Principal") hereunder, plus interest (the "Interest") on the Principal as set forth herein.

2. Payments.

2.1 Interest shall accrue on the outstanding Principal of this promissory note (this "Note"), commencing on the second day after the date of this Note, at the applicable federal rate prescribed by the Internal Revenue Service for short term obligations, which shall be added to the outstanding principal balance of this Note on the last business day of each month in arrears, and payable in full together with the outstanding Principal under this Note on the Maturity Date (if not otherwise paid prior to such date).

2.2 The entire unpaid Principal and any accumulated, accrued or unpaid Interest thereon shall be due and payable in full on the date of consummation of the transactions contemplated by that certain Investment Agreement by and between the Maker and BlueFocus International Limited, a private company limited by shares registered in Hong Kong, but in no event prior to the payment in full of all obligations under that certain Credit Agreement, dated December 8, 2015, as amended, by and between Fluent, LLC, a direct wholly owned subsidiary of the Maker, the Maker, certain subsidiaries of the Maker party thereto, the financial institutions party thereto, as lenders, and Whitehorse Finance, Inc., as Administrative Agent (such date, the "Maturity Date").

2.3 Interest shall be calculated on the basis of a three hundred sixty (360) day year and shall be charged only on the sums advanced from the date of advance to the date of repayment.

2.4 All payments hereunder shall be made in lawful money of the United States of America, in immediately available funds.

3. Application of Payments. So long as no default has occurred in this Note, all payments hereunder shall first be applied to Interest, then to Principal and the remainder to costs. Upon default in this Note, all payments hereunder shall first be applied to costs, then to Interest and the remainder to Principal.

4. Place of Payment. All payments hereunder shall be made to Lender at 2650 North Military Trail, Suite 300, Boca Raton, Florida 33431, Attn: , or such other place as Lender may from time to time designate in writing.

5. Default. Maker shall be deemed in default upon the occurrence of any one or more of the following events ("Event(s) of Default"):

5.1 If any payment of Principal, Interest or other sum due hereunder is not paid when due, or if any Event of Default, as such term is defined herein, occurs, or if any obligation of the Maker hereunder is not fully performed after expiration of applicable grace periods; or

5.2 If (i) a petition is filed by or against the Maker and not dismissed within sixty (60) days, seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (ii) the Maker seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of itself a substantial part of its properties or (iii) the Maker is "insolvent," as hereafter defined; or (v) any trustee, receiver or liquidator of the Maker, or of a substantial part of its assets. For purposes of this Paragraph, a person or entity shall be deemed to be insolvent, if he or it is unable to pay its debts as they become due. The Maker shall have a period of thirty (30) days following receipt of written notice from Lender to cure the events described in clauses (ii) through (iv) of this Section 5.2.

6. Remedies Upon Default.

6.1 Upon default of this Note and after expiration of applicable grace periods, if any, the Lender, at its option, may declare the entire unpaid Principal balance of this Note, together with accrued Interest, to be immediately due and payable without notice or demand.

6.2 In addition to payments of Interest and Principal, if there is an Event of Default of this Note, the Lender shall be entitled to recover from the Maker all of the Lender's costs of collection, including the Lender's reasonable attorneys' fees and expenses and paralegals' fees (whether for services incurred in collection, litigation, bankruptcy proceedings, appeals or otherwise), and all other costs incurred in connection therewith.

7. Waivers. The Maker and any endorsers, sureties, and all others who are or may become liable for the payment hereof jointly and severally: (i) waive presentment for payment, demand, notice of demand, notice of non-payment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default

or enforcement of the payment of this Note, (ii) consent to all extensions of time, renewals, postponements of time of payment of this Note or other modifications hereof form time to time prior to or after the Maturity Date hereof, whether by acceleration or in due course, without notice, consent or consideration to any of the foregoing, (iii) agree to any the addition or release of any party or person primarily liable hereon, (iv) agree that the Lender shall not be required first to institute any suit, or to exhaust its remedies against the undersigned or any other person or party to become liable hereunder or against the security in order to enforce the payment of this Note, and (v) agree that, notwithstanding the occurrence of any of the foregoing (except by the express written release of Lender of any such person), the undersigned shall be and remain, jointly and severally, directly and primarily liable for all sums due under this Note.

8. Submission to Jurisdiction. Maker, and any endorsers, sureties, and all others who are, or who may become, liable for the payment hereof severally, irrevocably and unconditionally (i) agree that any suit, action, or other legal proceeding arising out of or relating to this Note may be brought, at the option of the Lender, in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware), or in any other court of competent jurisdiction; (ii) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it or they may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

9. Miscellaneous Provisions.

9.1 The term Lender as used herein shall mean any holder of this Note.

9.2 Time is of the essence in this Note.

9.3 The captions of sections of this Note are for convenient reference only, and shall not affect the construction or interpretation of any of the terms and provisions set forth in this Note.

9.4 If any provision or portion of this Note is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Note, and the remaining provisions and portions thereof shall continue in full force and effect.

9.5 This Note may not be amended, extended, renewed or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by an authorized officer of the Lender. Any waiver of any provision hereof shall be effective only in the specific instance and for the specific purpose for which it is given.

9.6 Whenever used in this Note, the singular number shall include the plural, the plural, the singular, and the masculine shall include the feminine and the neuter.

(Signature on following page)

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first written above.

MAKER:

COGINT, INC., a Delaware corporation

By: _____
Name: Derek Dubner
Title: Chief Executive Officer

[Signature Page to Spin-Off Promissory Note]

Exhibit G
Illustrative Example of Spreadsheet Calculation

Example Equity Summary at Closing as of 8/25/17

Common Shares[1]	55,242,239
Company RSUs[2]	16,419,684
Common Warrants[3]	2,220,102
Common Options	352,000
Fully-Diluted Total	**74,234,025**
Selling Source	2,750,000
Fluent Schedule B Commitments Under Current Plan	3,114,000
SpinCo Previous Commitments Under Current Plan	815,000
Fully Diluted Committed	**80,913,025**
Less Options that expire unexercised as provided by the EMA[4]	*(352,000)*
Fully Diluted at Closing	**80,561,025**

1 Any shares held in treasury will be excluded from the calculation since these shares are not outstanding.
2 Includes unvested Company RSUs and vested Company RSUs where underlying shares have not been delivered.
3 Will exclude any shares underlying Company Warrants to the extent any holder perfects any applicable redemption rights, if any, prior to the Closing.
4 Assumes for this illustration that Company Options expire unexercised.

Example Shares at Closing as of 8/25/17

Pre-Close	**Post-Close**		
COGT	**COGT**	**BF**	**Combined**
100%	**37%**	**63%**	**100%**
Est. Shares at Closing	COGT Share Count	BF Share Count	Total Share Count
80,561,025	**80,561,025**	**137,171,475**	**217,732,500**

Exhibit 3.1

Form of

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

COGINT, INC.

Cogint, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), does hereby further certify as follows:

(1) The name of the Corporation is Cogint, Inc.

(2) The name under which the Corporation was originally incorporated was Tiger Media, Inc. and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on March 20, 2015.

(3) This Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware (the "**DGCL**"), and has been duly approved by the written consent of the stockholders of the Corporation in accordance with Section 228 of the DGCL.

The text of the Certificate of Incorporation of the Corporation is hereby amended and restated to read in its entirety as set forth on Exhibit A attached hereto.

IN WITNESS WHEREOF, Cogint, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by [*Name*], a duly authorized officer of the Corporation, on .

COGINT, INC.

By: _____

Name:

Title:

Exhibit A

ARTICLE I

NAME

The name of the Corporation is [*New Company Name*] (hereinafter the "**Corporation**").

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is [*Street Address*], [*City*], [*County*], [*Zip Code*]. The name of its registered agent at that address is [*Name of Registered Agent*].

ARTICLE III

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the "**DGCL**").

ARTICLE IV

CAPITAL STOCK

The total number of shares of stock which the Corporation shall have authority to issue is four hundred ten million (410,000,000) of which the Corporation shall have authority to issue four hundred million (400,000,000) shares of Common Stock, each having a par value of $0.0005, and ten million (10,000,000) shares of Preferred Stock, each having a par value of $0.0001.

The Board of Directors is expressly authorized to provide for the issuance of all or any shares of the Preferred Stock in one or more classes or series, and to fix for each such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such class or series and as may be permitted by the DGCL, including, without limitation, the authority to provide that any such class or series may be (i) subject to redemption at such time or times and at such price or prices; (ii) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or any other series; (iii) entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; or (iv) convertible into, or exchangeable for, shares of any other class or classes of stock, or of any other series of the same or any other class or classes of stock, of the Corporation at such price or prices or at such rates of exchange and with such adjustments; all as may be stated in such resolution or resolutions.

ARTICLE V

THE BOARD OF DIRECTORS

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(2) The directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the Bylaws of the Corporation.

(3) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws so provide.

(4) Vacancies occurring on the Board of Directors for any reason and newly created directorships resulting from an increase in the authorized number of directors may be filled only by vote of a majority of the remaining members of the Board of Directors, although less than a quorum, or by a sole remaining director, at any meeting of the Board of Directors. A person so elected by the Board of Directors to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been assigned by the Board of Directors and until his or her successor shall be duly elected and qualified.

(5) No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article V by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

(6) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate of Incorporation, and any Bylaws adopted by the stockholders; provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such Bylaws had not been adopted.

ARTICLE VI

AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE VII

BUSINESS COMBINATIONS

The Corporation shall not be subject to the provisions of Section 203 of the DGCL.

ARTICLE VIII

CORPORATE OPPORTUNITIES

(1) In anticipation that the Corporation and BlueFocus may engage in the same or similar activities or lines of business and have an interest in the same areas of corporate opportunities, and in recognition of the benefits to be derived by the Corporation through its contractual, corporate and business relations with BlueFocus (including service of officers and directors of BlueFocus as directors of the Corporation), the provisions of this Article VIII are set forth to regulate and define, to the fullest extent permitted by law, the conduct of certain affairs of the Corporation as they may involve BlueFocus and its officers and directors, and the powers, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith.

(2) No contract, agreement, arrangement or transaction between the Corporation and BlueFocus shall be void or voidable solely for the reason that BlueFocus is a party thereto if the material facts as to the contract, agreement, arrangement or transaction are disclosed or are known to the Board of Directors or the committee thereof that authorizes the contract, agreement, arrangement or transaction, and the Board of Directors or such committee in good faith authorizes the contract, agreement, arrangement or transaction by a committee of one or more disinterested directors, even though less than a quorum. Directors of the Corporation who are also directors or officers of BlueFocus may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorizes the contract, agreement, arrangement or transaction.

(3) To the fullest extent permitted by law, BlueFocus shall have the right to, and shall have no duty not to (i) engage in the same or similar business activities or lines of business as the Corporation, (ii) do business with any client or customer of the Corporation and (iii) employ or otherwise engage any officer or employee of the Corporation, and the Corporation shall not be deemed to have an interest or expectancy in any such activities merely because the Corporation engages in the same or similar activities. To the fullest extent permitted by law, neither BlueFocus nor any officer or director thereof (except as provided in Section (d)

of this Article) shall be liable to the Corporation or its stockholders for breach of any fiduciary duty by reason of any such activities of BlueFocus or of such person's participation therein. In the event that BlueFocus acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both BlueFocus and the Corporation, BlueFocus shall, to the fullest extent permitted by law, have no duty to communicate or present such corporate opportunity to the Corporation, and the Corporation, to the fullest extent permitted by law, renounces any interest or expectancy in such corporate opportunity and waives any claim that such corporate opportunity should have been presented to the Corporation. To the fullest extent permitted by law, BlueFocus shall not be liable to the Corporation or its stockholders for breach of any fiduciary duty as a stockholder of the Corporation by reason of the fact that BlueFocus pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity or does not present such corporate opportunity to the Corporation.

(4) In the event that a director or officer of the Corporation who is also a director or officer of BlueFocus acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and BlueFocus, such director or officer of the Corporation, to the fullest extent permitted by law, BlueFocus (i) shall be deemed to have fully satisfied and fulfilled such person's fiduciary duty to the Corporation and its stockholders with respect to such corporate opportunity, (ii) shall not be liable to the Corporation or its stockholders for breach of any fiduciary duty by reason of the fact that BlueFocus pursues or acquires such corporate opportunity for itself or direct such corporate opportunity to another person or does not present such corporate opportunity to the Corporation, (iii) shall be deemed to have acted in good faith and in a manner such person reasonably believes to be in and not opposed to the best interests of the Corporation for the purposes of Article V hereof and the other provisions of this Certificate of Incorporation and (iv) shall be deemed not to have breached such person's duty of loyalty to the Corporation or its stockholders or to have derived an improper personal economic gain therefrom for the purposes of Article V hereof and the other provisions of this Certificate of Incorporation, if such director or officer acts in good faith in a manner consistent with the following policy:

(a) where a corporate opportunity is offered to a person who is a director but not an officer of the Corporation and who is also a director or officer of BlueFocus, the Corporation shall be entitled to pursue such opportunity only if such opportunity is expressly offered to such person solely in his or her capacity as a director of the Corporation;

(b) where a corporate opportunity is offered to a person who is an officer of both the Corporation and BlueFocus, the Corporation shall be entitled to pursue such opportunity only if such opportunity is expressly offered to such person solely in his or her capacity as an officer of the Corporation;

(c) where a corporate opportunity is offered to a person who is an officer of the Corporation and who is also a director but not an officer of BlueFocus, the Corporation shall be entitled to pursue such opportunity unless such opportunity is expressly offered to such person solely in his or her capacity as a director of BlueFocus, in which case BlueFocus shall be entitled to pursue such opportunity; and

(d) if an officer or director of the Corporation, who also serves as an officer or director of BlueFocus, acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and BlueFocus in any manner not addressed by this Article VIII, Section (4), clauses (a), (b) or (c), such officer or director shall have no duty to communicate or present such corporate opportunity to the Corporation and shall to the fullest extent permitted by law not be liable to the Corporation or its stockholders for breach of fiduciary duty as an officer or director of the Corporation by reason of the fact that BlueFocus pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity or does not present such corporate opportunity to the Corporation, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should be presented to the Corporation.

The provisions of this Article VIII, Section 4, sub-section (d) are not intended to be an allocation of corporate opportunities between the Corporation and BlueFocus or an exhaustive statement of corporate opportunities which may be available to the Corporation, pursuit of which shall be in accordance with this Certificate of Incorporation and applicable law.

(5) Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article.

(6) Notwithstanding any other provision of this Certificate of Incorporation, the affirmative vote of at least eighty percent (80%) of the votes entitled to be cast thereon shall be required to amend, alter, change or repeal, or to adopt any provision as part of this Certificate of Incorporation inconsistent with the purpose and intent of this Article VIII.

ARTICLE IX

STOCKHOLDER ACTION

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

Any action required or permitted to be taken by stockholders at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of capital stock entitled to vote thereon were present and voted; provided, however, that except as otherwise provided by a Certificate of Designations, from and after the date that BlueFocus ceases to be the beneficial owner of shares representing at least a majority of votes entitled to be cast by the holders of Common Stock, any action required or permitted to be taken by stockholders may be effected only at a duly called annual or special meeting of stockholders and may not be effected by a written consent or consents by stockholders in lieu of such a meeting.

Except as otherwise required by law or provided by a Certificate of Designations, special meetings of stockholders of the Corporation may be called only by (1) the Board of Directors or the Secretary of the Corporation pursuant to a resolution adopted by a majority of directors then in office or (2) BlueFocus, so long as BlueFocus is the beneficial owner of at least a majority of votes entitled to be cast by the holders of Common Stock. No business other than that stated in the notice of a special meeting of stockholders shall be transacted at such special meeting.

ARTICLE X

CERTAIN DEFINITIONS

For purposes of this Certificate of Incorporation, the following terms shall have the following respective meanings:

"**BlueFocus**" means BlueFocus International Limited, a private company limited by shares registered in Hong Kong, all successors to such entity by way of merger, consolidation or sale of substantially all of its assets, and all corporations, limited liability companies, joint ventures, partnerships, trusts, associations or other entities in which such entity: (i) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (a) the total combined voting power of all classes of voting securities of such entity, (b) the total combined equity interests or (c) the capital or profits interest, in the case of a partnership; or (ii) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body, but shall not include the Corporation or any subsidiary of the Corporation.

"**corporate opportunities**" of the Corporation shall include business opportunities which the Corporation is financially able to undertake, which are, from their nature, in the line of the Corporation's business, are of practical advantage to it and are ones in which the Corporation has an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of BlueFocus or its officers or directors will be brought into conflict with that of the Corporation.

"**Corporation**" shall mean, for purposes of Article VIII, the Corporation and all corporations, partnerships, joint ventures, limited liability companies, trusts, associations and other entities in which the Corporation owns (directly or indirectly) fifty percent (50%) or more of the outstanding voting stock, voting power, partnership interests or similar ownership interests.

* * * * *

FORM OF
CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
COGINT, INC.

Cogint, Inc., a Delaware corporation (the "Corporation"), does hereby certify:

FIRST: Article IV of the Corporation's Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation"), is hereby amended by adding the following text to the end of Article IV:

Upon the filing and effectiveness of this Certificate of Amendment (the "Effective Time"), the shares of Common Stock issued and outstanding immediately prior to the Effective Time and the shares of Common Stock issued and held in the treasury of the Corporation immediately prior to the Effective Time shall automatically, without further action on the part of the Corporation or any holder of Common Stock, be reclassified into a smaller number of shares such that each two to four shares of issued Common Stock immediately prior to the Effective Time shall automatically be reclassified into one (1) validly issued, fully-paid and non-assessable share of Common Stock, the exact ratio within the two to four range to be determined by the Board of Directors of the Corporation prior to the Effective Time and publicly announced by the Corporation (the "Reverse Stock Split"). The par value of the Common Stock following the Reverse Stock Split shall remain at $0.0005 per share. Notwithstanding the immediately preceding sentence, no fractional shares shall be issued in connection with the Reverse Stock Split and, in lieu thereof, any person who would otherwise be entitled to any fractional share of Common Stock as a result of the Reverse Stock Split shall be entitled to receive an amount in cash (without interest) equal to the product of such fraction multiplied by the closing price per share of the Common Stock on The Nasdaq Stock Market on the first trading day that commences after the Reverse Stock Split is effective on The Nasdaq Stock Market.

Each stock certificate that, immediately prior to the Effective Time, represented shares of Common Stock that were issued and outstanding immediately prior to the Effective Time shall, from and after the Effective Time, automatically and without the necessity of presenting the same for exchange, represent that number of whole shares of Common Stock after the Effective Time into which the shares of Common Stock formerly represented by such certificate shall have been reclassified (as well as the right to receive cash in lieu of any fractional share of Common Stock to which such holder would otherwise be entitled), provided, however, that each person of record holding a certificate or certificates that represented shares of Common Stock that were issued and outstanding immediately prior to the Effective Time shall receive, upon surrender

of such certificate or certificates, if any, and transmission of a letter of transmittal, a written confirmation from the Corporation's transfer agent indicating the number of whole shares of Common Stock to which such person is entitled as a result of the Reverse Stock Split based on the aggregate number of shares of Common Stock held by such person immediately prior to the Effective Time and cash, if any, in lieu of any fractional share of Common Stock to which such holder would otherwise be entitled.

SECOND: The foregoing amendment was duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware, with the stockholders of the Corporation acting by written consent in lieu of a meeting in accordance with Section 228 of the General Corporation Law of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed in its corporate name this day of .

COGINT, INC.

By: _____
Name:
Title:

[Signature Page to Certificate of Amendment]

Exhibit 3.3

Amended and Restated on [Date]

Form of

AMENDED AND RESTATED

BYLAWS

OF

[*NEW COMPANY NAME*]

Incorporated under the Laws of the State of Delaware
(hereinafter called the "**Corporation**")

ARTICLE I

OFFICES AND RECORDS

Section 1.1 Offices. The Corporation may have such offices, either within or without the State of Delaware, as the board of directors of the Corporation (the "**Board of Directors**") may designate or as the business of the Corporation may from time to time require.

Section 1.2 Books and Records. The books and records of the Corporation may be kept outside the State of Delaware at such place or places as may from time to time be designated by the Board of Directors.

ARTICLE II

STOCKHOLDERS

Section 2.1 Annual Meeting. The annual meeting of the stockholders of the Corporation shall be held on such date and at such place and time as may be fixed by resolution of the Board of Directors.

Section 2.2 Special Meeting. Except as otherwise required by law or provided by the resolution or resolutions adopted by the Board of Directors designating the rights, powers and preferences of any series of preferred stock and the Certificate of Designations filed by the Corporation with respect thereto (collectively, a "**Certificate of Designations**"), and except as set forth in the Corporation's Certificate of Incorporation, as amended or restated from time to time (the "**Certificate of Incorporation**"), special meetings of stockholders of the Corporation may be called only by (1) the Board of Directors or the Secretary of the Corporation pursuant to a resolution adopted by a majority of directors then in office or (2) BlueFocus, so long as BlueFocus is the beneficial owner of at least a majority of votes entitled to be cast by the holders of common stock. For purposes of these Bylaws, "**BlueFocus**" means BlueFocus International Limited, a private company limited by shares registered in Hong Kong, all successors to such entity by way of merger, consolidation or sale of substantially all of its assets, and all corporations, limited liability companies, joint ventures, partnerships, trusts, associations or other entities in which such entity: (i) beneficially owns, either directly or indirectly, more than fifty

percent (50%) of (a) the total combined voting power of all classes of voting securities of such entity, (b) the total combined equity interests or (c) the capital or profits interest, in the case of a partnership; or (ii) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body, but shall not include the Corporation or any subsidiary of the Corporation.

Section 2.3 Place of Meeting. The Board of Directors or the Chairman of the Board, as the case may be, may designate the place of meeting for any annual meeting or for any special meeting of the stockholders called by the Board of Directors or the Chairman of the Board. If no designation is so made, the place of meeting shall be the principal executive office of the Corporation.

Section 2.4 Notice of Meeting. Written or printed notice, stating the place, if any, date and time of the meeting, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be delivered by the Corporation not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally, by mail or by other lawful means, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid, addressed to the stockholder at his or her address as it appears on the stock transfer books of the Corporation. Such further notice shall be given as may be required by law. Except as otherwise permitted by Section 2.8, only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Meetings may be held without notice if all stockholders entitled to vote are present, or if notice is waived by those not present in accordance with Section 6.6 of these Bylaws. Any previously scheduled meeting of the stockholders may be postponed, and, unless the Certificate of Incorporation otherwise provides, any special meeting of the stockholders may be cancelled, by resolution of the Board of Directors upon public notice given prior to the date previously scheduled for such meeting of stockholders.

Section 2.5 Quorum and Adjournment. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of shares of then-outstanding capital stock of the Corporation representing a majority of the then-outstanding shares entitled to vote generally at a meeting of stockholders, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders, except that when specified business is to be voted on by a class or series of stock voting as a separate class or series, the holders of a majority of the then-outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. Attendance of a person at a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened shall not constitute the presence of such person for the purposes of determining whether a quorum exists. The chairman of the meeting or the holders of shares representing a majority of the votes entitled to be cast by stockholders so present may adjourn the meeting from time to time, whether or not there is such a quorum. No notice of the time and place of adjourned meetings need be given except as required by law; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, notice of the place, if any, date, and time of the adjourned meeting and the means of remote

communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting shall be given in conformity herewith. The stockholders present at a duly called meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 2.6 Conduct of Business. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order. The chairman shall have the power to adjourn the meeting to another place, if any, date and time. The date and time for the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

Section 2.7 Proxies. At all meetings of stockholders, a stockholder may vote by proxy executed in writing (or in such manner prescribed by the General Corporation Law of the State of Delaware (the "**DGCL**")) by the stockholder, or by his or her duly authorized attorney-in-fact. Such proxy must be filed with the Secretary or his or her representative at or before the time of the meeting at which such proxy will be voted. No proxy shall be valid after three (3) years from the date of its execution, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Section 2.8 Notice of Stockholder Business and Nominations.

(a) Annual Meetings of Stockholders.

(i) Nominations of persons for election to the Board of Directors and the proposal of business to be considered by the stockholders at an annual meeting of stockholders may be made only (1) pursuant to the Corporation's notice of meeting (or any supplement thereto), (2) by or at the direction of the Board of Directors or (3) by any stockholder of the Corporation (A) who was a stockholder of record of the Corporation (and, with respect to any beneficial owner, if different, on whose behalf such business is proposed or such nomination or nominations are made, only if such beneficial owner was the beneficial owner of shares of the Corporation) both at the time the notice provided for in paragraphs (a)(ii) and (a)(iii) of this Section 2.8 is delivered to, or mailed to and received by, the Secretary of the Corporation and on the record date for the determination of stockholders entitled to vote at the meeting, (B) who is entitled to vote at the meeting upon such election of directors or upon such business, as the case may be, and (C) who complies with the notice procedures set forth in paragraphs (a)(ii) and (a)(iii) of this Section 2.8. Except for proposals properly made in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "**Exchange Act**"), and included in the notice of meeting given by or at the direction of the Board of Directors, the foregoing clause (3) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of stockholders. In addition, for

business (other than the nomination of persons for election to the Board of Directors) to be properly brought before an annual meeting by a stockholder, such business must be a proper matter for stockholder action pursuant to the Certificate of Incorporation, these Bylaws, and applicable law.

(ii) For nominations of persons for election to the Board of Directors or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (3) of paragraph (a)(i) of this Section 2.8, the stockholder (1) must have given timely notice thereof in writing to the Secretary and (2) must provide any updates or supplements to such notice at such times and in the forms required by this Section 2.8. To be timely, a stockholder's notice shall be delivered to, or mailed to and received by, the Secretary at the principal executive office of the Corporation not earlier than the close of business on the 120th day, nor later than the close of business on the 90th day, prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of any annual meeting is more than thirty (30) days before or more than thirty (30) days after such anniversary date, notice by the stockholder, to be timely, must be so delivered, or mailed and received, not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of (x) the 90th day prior to such annual meeting and (y) the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. Except as provided in Section 2.5 of these Bylaws, the public announcement of an adjournment of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(iii) To be in proper form for purposes of this Section 2.8, a stockholder's notice to the Secretary (whether pursuant to this paragraph (a) or paragraph (b) of this Section 2.8) must set forth:

(1) as to each Proposing Person (as defined below) (i) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records); (ii) the class or series and number of shares of capital stock of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person (provided that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series and number of shares of capital stock of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future);

(2) as to each Proposing Person, (A) any derivative, swap, or other security or transaction or series of transactions owned or engaged in, directly or indirectly, by such Proposing Person, the purpose or effect of which is to give such Proposing Person economic risk similar to ownership of shares of any class or series of capital stock of the Corporation, including due to the fact that the value of such derivative, swap, or other transactions are determined by

reference to the price, value, or volatility of any shares of any class or series of capital stock of the Corporation, or which derivative, swap, or other transactions provide, directly or indirectly, the opportunity to profit from any increase in the price or value of shares of any class or series of capital stock of the Corporation ("**Synthetic Equity Interests**"), which Synthetic Equity Interests shall be disclosed without regard to whether (x) the derivative, swap, or other transactions convey any voting rights in such shares to such Proposing Person, (y) the derivative, swap, or other transactions are required to be, or are capable of being, settled through delivery of such shares, or (z) such Proposing Person may have entered into other transactions that hedge or mitigate the economic effect of such derivative, swap, or other transactions; (B) any proxy (other than a revocable proxy or consent given in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Exchange Act by way of a solicitation statement filed on Schedule 14A), agreement, arrangement, understanding, or relationship pursuant to which such Proposing Person has or shares a right to vote any shares of any class or series of capital stock of the Corporation (including the number of shares and class or series of capital stock of the Corporation that are subject to such proxy, agreement, arrangement, understanding, or relationship); (C) any agreement, arrangement, understanding, or relationship, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by such Proposing Person, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of shares of any class or series of capital stock of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Proposing Person with respect to the shares of any class or series of capital stock of the Corporation, or that provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of the shares of any class or series of the Corporation ("**Short Interests**"); (D) any rights to dividends on the shares of any class or series of capital stock of the Corporation owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation; (E) any performance related fees (other than an asset based fee) to which such Proposing Person is entitled based on any increase or decrease in the price or value of shares of any class or series of the capital stock of the Corporation, or any Synthetic Equity Interests or Short Interests, if any; and (F) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the nominations or business proposed to be brought before the meeting pursuant to Regulation 14A under the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (F) are referred to as "**Disclosable Interests**"); provided, however, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company, or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner;

(3) if such notice pertains to the nomination by the stockholder of a person or persons for election to the Board of Directors (each, a "**nominee**"), as to each nominee, (A) the name, age, business and residence address, and principal occupation or employment of the nominee; (B) all other information relating to the nominee that would be required to be disclosed about such nominee if proxies were being solicited for the election of the nominee as a director in an election contest (whether or not such proxies are or will be solicited), or that is otherwise required, in each case pursuant to and in accordance with Regulation 14A under the Exchange Act; (C) such nominee's written consent to being named in the Corporation's proxy statement, if any, as a nominee and to serving as a director if elected; and (D) all information with respect to such nominee that would be required to be set forth in a stockholder's notice pursuant to this Section 2.8 if such nominee were a Proposing Person;

(4) if the notice relates to any business (other than the nomination of persons for election to the Board of Directors) that the stockholder proposes to bring before the meeting, (A) a reasonably brief description of the business desired to be brought before the meeting, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and if such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), (C) the reasons for conducting such business at the meeting, and (D) any material interest in such business of each Proposing Person;

(5) a representation that the stockholder giving the notice is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination; and

(6) a representation whether any Proposing Person intends or is part of a group that intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (B) otherwise to solicit proxies from stockholders in support of such proposal or nomination.

(iv) The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine (A) the eligibility of such proposed nominee to serve as a director of the Corporation, and (B) whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly-disclosed corporate governance guideline or committee charter of the Corporation.

(v) Notwithstanding anything in the second sentence of paragraph (a)(ii) of this Section 2.8 to the contrary, in the event that the number of directors to be elected to the Board of Directors at an annual meeting of stockholders is increased and there is no public announcement by the Corporation naming all of the Corporation's nominees for director or specifying the size of the increased Board of Directors at least 120 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice pursuant to this Section 2.8 shall also be considered timely, but only with respect to nominees for any new seats on the Board of Directors created by such increase, if it is delivered to, or mailed to and received by, the Secretary at the principal executive office of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders.

(i) No business other than that stated in the Corporation's notice of a special meeting of stockholders shall be transacted at such special meeting. If the business stated in the Corporation's notice of a special meeting of stockholders includes electing one or more directors to the Board of Directors, nominations of persons for election to the Board of Directors at such special meeting may be made (1) by or at the direction of the Board of Directors or (2) by any stockholder of the Corporation (A) who was a stockholder of record of the Corporation (and, with respect to any beneficial owner, if different, on whose behalf such nomination or nominations are made, only if such beneficial owner was the beneficial owner of shares of the Corporation) both at the time the notice provided for in paragraph (b)(ii) of this Section 2.8 is delivered to the Secretary of the Corporation and on the record date for the determination of stockholders entitled to vote at the special meeting, (B) who is entitled to vote at the meeting and upon such election, and (C) who complies with the notice procedures set forth in paragraph (b)(ii) of this Section 2.8; provided, however, that a stockholder may nominate persons for election at a special meeting only to such position(s) as specified in the Corporation's notice of the meeting.

(ii) If a special meeting has been called in accordance with Section 2.2 for the purpose of electing one or more directors to the Board of Directors, then for nominations of persons for election to the Board of Directors to be properly brought before such special meeting by a stockholder pursuant to clause (2) of paragraph (b)(i) of this Section 2.8, the stockholder (1) must have given timely notice thereof in writing and in the proper form to the Secretary of the Corporation at the principal executive offices of the Corporation, and (2) must provide any updates or supplements to such notice at such times and in the forms required by this Section 2.8. To be timely, a stockholder's notice relating to a special meeting shall be delivered to, or mailed to and received by, the Secretary at the principal executive office of the Corporation not earlier than the close of business on the 120th day prior to such special meeting and not later than the close of business on the later of (1) the 90th day prior to such special meeting and (2) the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. To be in proper form for purposes of this paragraph (b) of this Section 2.8, such notice shall set forth the information required by clauses (1), (2), (3), (5), and (6) of paragraph (a)(iii) of this Section 2.8.

(c) General.

(i) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.8 shall be eligible to be elected at an annual or special meeting of directors to serve as directors, and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.8. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.8 and, if any proposed nomination or business was not made or proposed in compliance with this Section 2.8, to declare that such non-compliant proposal or nomination be disregarded.

(ii) Notwithstanding the foregoing provisions of this Section 2.8, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.8, to be considered a qualified representative of the stockholder, a person must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(iii) For purposes of this Section 2.8, (a) "**public announcement**" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the United States Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and (b) "**Proposing Person**" shall mean (1) the stockholder giving the notice required by paragraph (a) or paragraph (b) of this Section 2.8, (2) the beneficial owner or beneficial owners, if different, on whose behalf such notice is given, and (3) any affiliates or associates (each within the meaning of Rule 12b-2 under the Exchange Act for purposes of these Bylaws) of such stockholder or beneficial owner.

(iv) Notwithstanding the foregoing provisions of this Section 2.8, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the nomination of persons for election to the Board of Directors or the proposal of business to be considered by the stockholders at a meeting of stockholders. Paragraph (a) of this Section 2.8 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made pursuant to Rule 14a-8 under the Exchange Act. Nothing in this Section 2.8 shall be deemed to (1) affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 (or any successor thereto) promulgated under the Exchange Act, (2) confer upon any stockholder a right to have a nominee or any proposed business included in the Corporation's proxy statement, except to the extent provided in Rule 14a-11 promulgated under the Exchange Act, or (3) affect any rights of the holders of any class or series of preferred stock to nominate and elect directors pursuant to and to the extent provided in any applicable provisions of the certificate of incorporation.

(v) Notwithstanding anything to the contrary contained in these Bylaws, until such time as BlueFocus ceases to be the beneficial owner of shares representing at least a majority of the votes entitled to be cast by the holders of common stock, BlueFocus shall be entitled to nominate persons for election to the Board of Directors and propose business to be considered by the stockholders at any meeting of stockholders without compliance with the notice requirements and procedures of this Section 2.8.

Section 2.9 Required Vote. Except as otherwise provided by law, the Certificate of Incorporation, any Certificate of Designations or these Bylaws, when a quorum is present, the affirmative vote of the holders of shares representing at least a majority of votes actually present in person or represented by proxy at the meeting and entitled to vote on a matter shall be the act of the stockholders. No stockholder shall be entitled to exercise any right of cumulative voting. Every reference in these Bylaws to a majority or other proportion of shares, or a majority or other proportion of the votes of shares, of then-outstanding capital stock of the corporation (or any one or more classes or series of such stock) shall refer to such majority or other proportion of the votes to which such shares of capital stock entitle their holders to cast as provided in the Certificate of Incorporation or any Certificate of Designations.

Section 2.10 Inspectors of Elections; Opening and Closing the Polls. The Board of Directors by resolution shall appoint one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives, to act at the meetings of stockholders and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act or is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall have the duties prescribed by law.

The chairman of the meeting shall fix and announce at the meeting the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting.

Section 2.11 Stockholder Action by Written Consent. Any action required or permitted to be taken by stockholders at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of capital stock entitled to vote thereon were present and voted; provided, however, that, and except as otherwise provided by a Certificate of Designations, from and after the date that BlueFocus ceases to be the beneficial owner of shares representing at least a majority of votes entitled to be cast by the holders of common stock, any action required or permitted to be taken by stockholders may be effected only at a duly called annual or special meeting of stockholders and may not be effected by a written consent or consents by stockholders in lieu of such a meeting. All written consents authorized by this Section 2.11 shall be delivered to the Corporation by delivery to its registered office, its principal place of business or the Secretary. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of any corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation as provided in this Section 2.11. In the event that the action that is consented to is such as would have required the filing of a certificate under the DGCL that such action had been voted on by stockholders or by members at a meeting thereof, the certificate filed shall state, in lieu of any statement concerning any vote of stockholders or members, that written consent has been given in accordance with the DGCL.

Section 2.12 Stock List. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder for a period of at least ten (10) days prior to the meeting in the manner provided by law. The stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them. So long as BlueFocus is the beneficial owner of shares representing at least a majority of votes entitled to be cast by the holders of common stock, upon the request of BlueFocus, the stock list shall be provided to BlueFocus promptly.

Section 2.13 Specification of Treatment of Abstentions and Broker Non-Votes. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, all action taken by the holders of a majority of the votes cast on a matter affirmatively or negatively shall be valid and binding upon the Corporation. For purposes of these Bylaws, a share present at a meeting, but for which there is an abstention or as to which a stockholder gives no authority or direction as to a particular proposal or director nominee, shall be counted as present for the purpose of establishing a quorum but shall not be counted as a vote cast.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. In addition to the powers and authorities expressly conferred upon the Board of Directors by these Bylaws, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, the Certificate of Incorporation or these Bylaws required to be exercised or done by the stockholders.

Section 3.2 Number, Tenure, Qualifications and Election of Directors.

(a) The Board of Directors shall consist of not less than six nor more than twelve members. Subject to the limitations of the foregoing sentence and the rights of the holders of any series of preferred stock to elect directors under specified circumstances, the number of directors shall be fixed, and may be increased or decreased from time to time, exclusively by a resolution adopted by an affirmative vote of a majority of the entire Board of Directors which the Corporation would have if there were no vacancies at the time such resolution is adopted (the "**Entire Board of Directors**").

(b) Except as provided in Section 3.9, directors shall be elected by the vote of a plurality of the shares represented in person or by proxy at any such meeting and entitled to vote on the election of directors and each director so elected shall hold office until the next annual meeting of stockholders and until such director's successor is duly elected and qualified, or until such director's earlier death, resignation or removal. Directors need not be stockholders.

Section 3.3 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 3.4 Special Meetings. Special meetings of the Board of Directors shall be called by the Chairman of the Board, the Chief Executive Officer, a majority of directors then in office or, until BlueFocus ceases to be the beneficial owner of shares representing at least a majority of the votes entitled to be cast by the holders of common stock, BlueFocus. The person or persons authorized to call special meetings of the Board of Directors may fix the place and time of the meetings.

Section 3.5 Notice. Notice of any special meeting of directors shall be given to each director at his or her business or residence (as he or she may specify) in writing by hand delivery, first-class mail, overnight mail or courier service, confirmed facsimile transmission or electronic transmission or orally by telephone. If mailed by first-class mail, such notice shall be deemed adequately delivered when deposited in the United States mail so addressed, with

postage thereon prepaid, at least five (5) days before such meeting. If given by overnight mail or courier service, such notice shall be deemed adequately delivered when the notice is delivered to the overnight mail or courier service company at least twenty-four (24) hours before such meeting. If given by telephone, hand delivery or confirmed facsimile transmission or electronic transmission, such notice shall be deemed adequately delivered when the notice is transmitted at least twenty-four (24) hours before such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting, except for amendments to these Bylaws, as provided under Section 8.1. A meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in accordance with Section 6.6 of these Bylaws.

Section 3.6 Action by Consent of Board of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.7 Conference Telephone Meetings. Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors, or such committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and communicate with each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 3.8 Quorum; Voting. Subject to Section 3.9, at all meetings of the Board of Directors, the presence of a majority of the directors then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there shall be less than a quorum present, the directors present thereat may adjourn the meeting from time to time without further notice. Attendance of a director at a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened shall not constitute the presence of such director for the purposes of determining whether a quorum exists. Except as otherwise provided by the Certificate of Incorporation, the act of a majority of directors present at a meeting at which there is a quorum shall be the act of the Board of Directors.

Section 3.9 Vacancies. Except as otherwise provided by the Certificate of Incorporation or a Certificate of Designations, any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by the affirmative vote of a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the Board of Directors then in office, even if less than a quorum, or by a sole remaining director. Any director of any class elected to fill a vacancy resulting from an increase in the number of directors of such class shall hold office for a term that shall coincide with the remaining term of that class. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of his or her predecessor. No decrease in the number of directors shall shorten the term of any incumbent director.

Section 3.10 Committees of the Board of Directors. The Board of Directors may from time to time designate committees of the Board of Directors, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board of Directors and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third (1/3) of the members shall constitute a quorum unless the committee shall consist of one (1) or two (2) members, in which event one (1) member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present.

No committee shall have the power or authority in reference to any of the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) altering, amending or repealing any Bylaw, or adopting any new Bylaw.

Section 3.11 Removal. Any member of the Board of Directors may be removed from office at any time, subject to Section 2.11, with or without cause, by the affirmative vote of holders of at least a majority of the votes entitled to be cast to elect any such director.

Section 3.12 Records. The Board of Directors shall cause to be kept a record containing the minutes of the proceedings of the meetings of the Board of Directors, and of any committee thereof, and of the stockholders, appropriate stock books and registers and such books of records and accounts as may be necessary for the proper conduct of the business of the Corporation.

Section 3.13 Compensation. The Board of Directors shall have authority to determine from time to time the amount of compensation, if any, that shall be paid to its members for their services as directors and as members of standing or special committees of the Board of Directors. The Board of Directors shall also have power, in its discretion, to provide for and to pay to directors rendering services to the Corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any directors from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 4.1 Officers Designated. The elected officers of the Corporation (the "**Elected Officers**") shall be a Chairman of the Board, a Chief Executive Officer, a President, a Chief Financial Officer, a Treasurer, a Secretary and such other officers as the Board of Directors from time to time may deem proper. The Chairman of the Board shall be chosen from among the directors. Elected Officers shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article IV. Such Elected Officers shall also have such powers and duties as from time to time may be conferred by the Board of Directors. Subject to the requirements of the Certificate of Incorporation, the Chairman of the Board or Chief Executive Officer may appoint, such other officers (including one or more Controllers, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers and Assistant Controllers) (each, an "**Appointed Officer**") and such agents, as may be necessary or desirable for the conduct of the business of the Corporation. Such Appointed Officers and agents shall have such powers and duties as generally pertain to their respective offices and shall have such duties and shall hold their offices for such terms as shall be provided in these Bylaws or as may be prescribed by Chairman of the Board or Chief Executive Officer, as the case may be.

Section 4.2 Term of Office. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign, but, subject to the requirements of the Certificate of Incorporation, any officer may be removed pursuant to the provisions set forth in Section 4.10.

Section 4.3 Chairman of the Board. The Chairman of the Board shall, if present and except as set forth in Section 4.4, preside at all meetings of the stockholders and of the Board of Directors. The Chairman of the Board shall have such other powers and duties as may from time to time be prescribed by the Board of Directors or these Bylaws.

Section 4.4 Chief Executive Officer. The Chief Executive Officer, subject to the control of the Board of Directors, shall act in a general executive capacity and shall control the business and affairs of the Corporation. In the absence of the Chairman of the Board, the Chief Executive Officer shall preside at all meetings of the Board of Directors and of the stockholders. He or she may also preside at any such meeting attended by the Chairman of the Board if he or she is so designated by the Chairman. Subject to the requirements of the Certificate of Incorporation, the Chief Executive Officer shall have the power to appoint and remove subordinate officers, agents and employees, except those elected by the Board of Directors. The Chief Executive Officer shall keep the Board of Directors informed of material developments regarding the business of the Corporation and shall consult with them concerning the business of the Corporation.

Section 4.5 President. The President shall have such duties as may be determined from time to time by resolution of the Board of Directors not inconsistent with these Bylaws and, in the absence or incapacity of the Chief Executive Officer, shall also perform the duties of that office. In general the President shall perform all other duties normally incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4.6 Vice-Presidents. Each Vice President shall have such powers and shall perform such duties as shall be assigned to him by the Chairman of the Board, Chief Executive Officer, such other officer who the Vice President reports into or by the Board of Directors.

Section 4.7 Chief Financial Officer. The Chief Financial Officer shall act in an executive financial capacity. He or she shall assist the Chairman of the Board and the Chief Executive Officer in the general supervision of the Corporation's financial policies and affairs. He or she shall have such further powers and duties and shall be subject to such directions as may be granted or imposed upon him from time to time by the Board of Directors, the Chairman of the Board or the Chief Executive Officer.

Section 4.8 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation.

Section 4.9 Secretary. The Secretary shall keep, or cause to be kept, in one or more books provided for that purpose, the minutes of all meetings of the Board of Directors, the committees of the Board of Directors and the stockholders; he or she shall see that all notices are duly given in accordance with the provisions of the Certificate of Incorporation, these Bylaws and as required by law; he or she shall be custodian of the records and the seal of the Corporation; and he or she shall see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and in general, he or she shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors, the Chairman of the Board or the Chief Executive Officer.

Section 4.10 Removal. Except as otherwise provided by the Certificate of Incorporation, any Elected Officer may be removed by the affirmative vote of a majority of directors then in office whenever, in their judgment, the best interests of the Corporation would be served thereby. Any Appointed Officer may be removed by the Board of Directors, the Chairman of the Board or the Chief Executive Officer whenever, in their, his or her judgment, the best interests of the Corporation would be served thereby. Nothing in these Bylaws shall be construed as creating any kind of contractual right to employment with the Corporation.

Section 4.11 Vacancies. Except as otherwise provided by the Certificate of Incorporation, any newly created elected office and any vacancy in any elected office because of death, resignation or removal may be filled by the Board of Directors for the unexpired portion of the term at any meeting of the Board of Directors. Any vacancy in an office appointed by the Chairman of the Board or the Chief Executive Officer because of death, resignation or removal may be filled by the Chairman of the Board or the Chief Executive Officer.

ARTICLE V

STOCK

Section 5.1 Stock Certificates and Transfers; Direct Registration.

(a) The interest of each stockholder of the Corporation shall be evidenced by certificates for shares of stock in such form as the appropriate officers of the Corporation may from time to time prescribe. Subject to the satisfaction of any additional requirements specified in the Certificate of Incorporation, the shares of the stock of the Corporation shall be transferred on the books of the Corporation by the holder thereof in person or by his or her attorney, upon surrender for cancellation of certificates for at least the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require.

The certificates of stock shall be signed, countersigned and registered in such manner as the Board of Directors may by resolution prescribe, which resolution may permit all or any of the signatures on such certificates to be in facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

(b) Notwithstanding any other provision in these Bylaws, the Board of Directors may resolve to adopt a system of issuance, recordation and transfer of its shares by electronic or other means not involving any issuance of certificates (a "**Direct Registration System**"), including provisions for notice to purchasers in substitution for any required statements on certificates, and as may be required by applicable corporate securities laws or stock exchange listing rules. Any Direct Registration System so adopted shall not become effective as to issued and outstanding certificated securities until the certificates therefor have been surrendered to the Corporation.

Section 5.2 Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may, except as otherwise required by law, fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting of stockholders, nor more than sixty (60) days prior to

the time for such other action as described above. If the Board of Directors so fixes a date for notice of any meeting of stockholders or any adjournment thereof, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 5.2 at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors and prior action by the Board of Director is required by applicable law, the Certificate of Incorporation, or these Bylaws, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

Section 5.3 Lost, Stolen or Destroyed Certificates. No certificate for shares of stock in the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed or stolen, except on production of such evidence of such loss, destruction or theft and on delivery to the Corporation of a bond of indemnity in such amount, upon such terms and secured by such surety, as the Board of Directors, or any financial officer of the Corporation, may in its, or his or her, discretion require.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 Fiscal Year. The fiscal year of the Corporation shall be as fixed by the Board of Directors.

Section 6.2 Dividends. The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and the Certificate of Incorporation.

Section 6.3 Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 6.4 Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or any committee thereof.

Section 6.5 Reliance upon Books, Reports and Records. The Board of Directors, each committee thereof, each member of the Board of Directors and such committees and each officer of the Corporation shall, in the performance of its, his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or documents presented to it or them by any of the Corporation's officers or employees, by any committee of the Board of Directors or by any other person as to matters that the Board, such committee, such member or such officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 6.6 Waiver of Notice. Whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of the DGCL, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders or the Board of Directors or committee thereof need be specified in any waiver of notice of such meeting. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 6.7 Audits. The accounts, books and records of the Corporation shall be audited upon the conclusion of each fiscal year by an independent certified public accountant selected by the Board of Directors, or a committee thereof, and it shall be the duty of the Board of Directors, or such committee, to cause such audit to be done annually.

Section 6.8 Resignations. Any director or any officer, whether elected or appointed, may resign at any time by giving written notice of such resignation to the Chairman of the Board, the Chief Executive Officer or the Secretary, and such resignation shall be deemed to be effective as of the close of business on the date said notice is received by the Chairman of the Board, the Chief Executive Officer or the Secretary, or at such later time as is specified therein. No formal action shall be required of the Board of Directors or the stockholders to make any such resignation effective, other than as required by Section 3.2.

Section 6.9 Indemnification and Insurance.

(a) As and to the extent provided in the Certificate of Incorporation, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

(b) The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "**Covered Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**proceeding**"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation, or has or had agreed to become a director of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including attorneys' fees and expenses, judgments, fines, amounts to be paid in settlement and excise payments or penalties arising under the Employee Retirement Income Security Act of 1974 ("**ERISA**")) reasonably incurred by such Covered Person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. Notwithstanding the preceding sentence, except as otherwise provided in this Section 6.9, the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors. The Corporation may, by the action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(c) The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees and expenses) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Section 6.9 or otherwise. The rights contained in this clause (c) shall inure to the benefit of a Covered Person's heirs, executors and administrators.

(d) If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Section 6.9 is not paid in full within thirty (30) days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expenses of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

(e) The rights conferred on any Covered Person by this Section 6.9 shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of these Bylaws or the Certificate of Incorporation of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.

(f) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such individual or entity against such expense, liability or loss under the DGCL.

(g) The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person is entitled to collect and is collectible as indemnification or advancement of expenses from such other corporation, limited liability company, partnership, joint venture, trust, enterprise or non-profit enterprise.

(h) Any repeal or modification of the foregoing provisions of this Section 6.9 shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such repeal or modification.

(i) This Section 6.9 shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons, to a greater extent or in an manner otherwise different than provided for in this Section 6.9 when and as authorized by appropriate corporate action.

(j) If this Section 6.9 or any portion hereof will be invalidated on any ground by any court of competent jurisdiction, then the Corporation will nevertheless indemnify each Covered Person entitled to indemnification under clause (b) of this Section 6.9 as to all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, ERISA excise taxes and penalties, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Covered Person and for which indemnification is available to such Covered Person pursuant to this Section 6.9 to the fullest extent permitted by any applicable portion of this Section 6.9 that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 6.10 Establishing Forum for Certain Actions. Except for (a) actions in which the Court of Chancery in the State of Delaware concludes that an indispensable party is not subject to the jurisdiction of the Delaware courts, and (b) actions in which a federal court has assumed exclusive jurisdiction of a proceeding, any derivative action brought by or on behalf of the Corporation, and any direct action brought by a stockholder against the Corporation or any of its directors, officers or stockholders, alleging a violation of the DGCL, the Corporation's Certificate of Incorporation or Bylaws or breach of fiduciary duties or other violation of Delaware decisional law relating to the internal affairs of the Corporation, shall be brought in the Court of Chancery in the State of Delaware, which shall be the sole and exclusive forum for such proceedings; provided, however, that the Corporation may consent to an alternative forum for any such proceedings upon the approval of the Board of Directors of the Corporation.

ARTICLE VII

CONTRACTS, PROXIES, ETC.

Section 7.1 Contracts. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, any contracts or other instruments may be executed and delivered in the name and on the behalf of the Corporation by such officer or officers of the Corporation as the Board of Directors may from time to time specify. Such authority may be general or confined to specific instances as the Board of Directors may determine. The Chairman of the Board, the Chief Executive Officer or such other persons as the Board of Directors may authorize may execute bonds, contracts, deeds, leases and other instruments to be made or executed for or on behalf of the Corporation. Subject to any restrictions imposed by the Board of Directors or the Chairman of the Board, the Chief Executive Officer or such other persons as the Board of Directors may authorize may delegate contractual powers to others under his or her jurisdiction, it being understood, however, that any such delegation of power shall not relieve such person of responsibility with respect to the exercise of such delegated power.

Section 7.2 Proxies. Unless otherwise provided by resolution adopted by the Board of Directors, the Chairman of the Board, the Chief Executive Officer, the President or any Vice President may from time to time appoint an attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to cast the votes that the Corporation may be entitled to cast as the holder of stock or other securities in any other entity, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other entity, or to consent in writing, in the name of the Corporation as such holder, to any action by such other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed, in the name and on behalf of the Corporation and under its corporate seal or otherwise, all such written proxies or other instruments as he or she may deem necessary or proper in the premises.

ARTICLE VIII

AMENDMENTS

Section 8.1 Amendments. These Bylaws may be altered, amended or repealed at any meeting of the Board of Directors or of the stockholders, provided that notice of the proposed change was given in the notice of the meeting; provided, however, that, in the case of amendments by the Board of Directors, notwithstanding any other provisions of these Bylaws or any provision of law that might otherwise permit a lesser vote or no vote, the affirmative vote of a majority of the Entire Board of Directors shall be required to alter, amend or repeal any provision of the Bylaws, or to adopt any new Bylaw. Notwithstanding any other provision of these Bylaws or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any series of preferred stock required by law, by this Certificate of Incorporation or by a Certificate of Designations, the affirmative vote of the holders of shares representing a majority of the votes entitled to be cast by the holders of common stock shall be required for the stockholders of the Corporation to alter, amend or repeal any provision of the Bylaws, or to adopt any new Bylaw; provided, however, that, from and after the date that BlueFocus ceases to be the beneficial owner of shares representing at least a majority of votes entitled to be cast by the holders of common stock, the affirmative vote of the holders of shares representing at least 80% of votes entitled to be cast thereon, voting together as a single class, shall be required for the stockholders of the Corporation to alter, amend or repeal, or adopt any Bylaw inconsistent with, the following provisions of these Bylaws: Sections 2.1, 2.2, 2.4, 2.5, 2.6, 2.8, 2.9, 2.11, 3.1, 3.2, 3.9, 3.11, 6.9 and this Section 8.1, or in each case, any successor provision (including, without limitation, any such article or section as renumbered as a result of any amendment, alteration, change, repeal or adoption of any other Bylaw).

* * * * *

Exhibit 10.1

Execution Version

WRITTEN CONSENT AND VOTING AGREEMENT

by and between

BLUEFOCUS INTERNATIONAL LIMITED

and

THE STOCKHOLDER NAMED HEREIN

dated as of September 6, 2017

WRITTEN CONSENT AND VOTING AGREEMENT

This WRITTEN CONSENT AND VOTING AGREEMENT (this "**Agreement**"), is made and entered into as of September 6, 2017, by and between BlueFocus International Limited, a private company limited by shares registered in Hong Kong (the "**Parent**"), and the stockholder of the Company (as hereafter defined) identified on this signature page hereto (the "**Stockholder**").

W I T N E S S E T H:

WHEREAS, prior to the execution of this Agreement, the Parent and Cogint, Inc., a Delaware corporation (the "**Company**"), have entered into a Business Combination Agreement, dated as of September 6, 2017 (as amended, supplemented, restated or otherwise modified from time to time, the "**Combination Agreement**"), pursuant to which, among other things, the Parent will acquire shares of common stock, par value $0.0005 per share, of the Company ("**Company Common Stock**"), for and in consideration of the Parent's contribution to the Company of the cash and other consideration set forth in the Combination Agreement, and the Company will effect the Spin-Off and the Cash Dividend, in each case in accordance with the terms and conditions of the Combination Agreement and the Spin-Off Agreements, as applicable.

WHEREAS, the Stockholder is the record owner and/or Beneficial Owner of the number of Existing Shares (as defined below) as set forth on Schedule I attached hereto;

WHEREAS, the Stockholder and certain other stockholders of the Company are also parties to that certain Stockholders' Agreement, dated December 8, 2015, among the Company, the Stockholder and the other stockholders party thereto (the "**Existing Stockholders' Agreement**"); and

WHEREAS, in connection with the Transactions, the parties wish to provide for certain voting and ownership obligations with respect to the Covered Shares (as defined below) and to terminate the Existing Stockholders' Agreement, each as set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

GENERAL

1.1 Defined Terms.

The following capitalized terms, as used in this Agreement, shall have the meanings set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Combination Agreement and the interpretation provisions set forth in Section 1.3 of the Combination Agreement shall also apply to this Agreement.

"Beneficial Ownership" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act. The terms "Beneficially Own", "Beneficially Owned" and "Beneficial Owner" shall each have a correlative meaning.

"Covered Shares" means, with respect to the Stockholder, the Stockholder's Existing Shares, together with any shares of Company Common Stock or other voting capital stock of the Company and any shares of the Company Common Stock or other voting capital stock of the Company issuable upon the conversion, exercise or exchange of securities that are convertible into or exercisable or exchangeable for shares of Company Common Stock or other voting capital stock of the Company, in each case that the Stockholder has or acquires Beneficial Ownership of on or after the date hereof.

"Encumbrance" means any security interest, pledge, mortgage, lien (statutory or other), charge, option to purchase, lease or other right to acquire any interest or any claim, restriction, covenant, title defect, hypothecation, assignment, deposit arrangement or other encumbrance of any kind or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement), excluding restrictions under securities laws.

"Equity Award Covered Shares" means, with respect to the Stockholder, any shares of Company Common Stock that are issued (i) to the Stockholder after the date hereof pursuant to an award of restricted stock issued under the Company Stock Plans or (ii) to the Stockholder pursuant to any outstanding Company Restricted Stock Unit.

"Existing Shares" means, with respect to the Stockholder, the number of shares of Company Common Stock Beneficially Owned and/or owned of record by the Stockholder, as set forth on Schedule I attached hereto.

"Expiration Date" means any date upon which the Combination Agreement is validly terminated in accordance with its terms.

"Permitted Transfer" means a Transfer of Covered Shares by the Stockholder (i) to an Affiliate of the Stockholder or to such Stockholder's family or by will or intestate succession to such Stockholder's family or to a trust or other entity, the beneficiaries or equity holders of which are exclusively such Stockholder or members of such Stockholder's family, provided that, (a) such Affiliate shall remain an Affiliate of the Stockholder at all times following such Transfer during the term of this Agreement and (b) prior to the effectiveness of such Transfer, such Affiliate or transferee, as the case may be, executes and delivers to the Parent a written agreement, in form and substance reasonably acceptable to the Parent, to assume all of the Stockholder's obligations hereunder in respect of the securities subject to such Transfer and to be bound by the terms of this Agreement, with respect to the securities subject to such Transfer, to the same extent as the Stockholder is bound hereunder and to make each of the representations and warranties hereunder in respect of the securities transferred as the Stockholder shall have made hereunder or (ii) a Transfer of up to 40% (or 50%, in the case of any Legacy Stockholder that resides in New York state) of any Equity Award Covered Shares (or an equivalent amount of other Covered Shares Beneficially Owned by such Legacy Stockholder) by the Stockholder in order to pay any Tax that will become due from the Stockholder in connection with the issuance of the Equity Award Covered Shares.

"Record Shares" means any Covered Shares owned of record by the Stockholder.

"Transfer" means, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by operation of law or otherwise), either voluntarily or involuntarily, or to enter into any Contract or other arrangement or understanding with respect to the voting of or sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of (by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise) or to enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the subject property or securities.

ARTICLE II

VOTING

2.1 Agreement to Vote.

(a) The Stockholder hereby agrees that, concurrently with or immediately following the execution and delivery of this Agreement and subject to Section 2.1(d), the Stockholder has executed and delivered or will execute and deliver a written consent in the form of Exhibit A attached hereto (the "**Written Consent**") to the Company and the Parent.

(b) In addition, the Stockholder hereby irrevocably and unconditionally agrees that during the period beginning on the date hereof and ending on the earliest of (x) the Closing, (y) the Expiration Date, or (z) the termination of this Agreement in accordance with its terms, at any meeting of the stockholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the stockholders of the Company, the Stockholder shall, in each case, to the fullest extent that such matters are submitted for the vote or written consent of the Stockholder and that the Record Shares are entitled to vote thereon or consent thereto:

(i) appear at each such meeting or otherwise cause the Record Shares as to which the Stockholder controls the right to vote to be counted as present thereat for purposes of calculating a quorum; and

(ii) vote (or cause to be voted), in person or by proxy, or deliver (or cause to be delivered) a written consent covering, all of the Record Shares (A) in favor of (1) the issuance of the Purchased Shares, (2) the change of control resulting from the issuance of the Purchased Shares, (3) an amendment to the Charter to increase the number of shares of authorized Company Common Stock to 400,000,000 shares to provide a sufficient number of shares of Company Common Stock for the issuance of the Purchased Shares, (4) an amendment to the Charter to effect the Reverse Stock Split immediately prior to the issuance of the

Purchased Shares, (5) such other amendments to the Charter as contemplated by Section 2.3(a) of the Combination Agreement and (6) an increase of 1,000,000 shares under the 2015 Plan to allow for certain equity award grants prior to the Closing, each pursuant to the Combination Agreement, and any proposal directly related to and in furtherance of the Transactions or the Spin-Off, as reasonably requested by the Parent, submitted for the vote or written consent of stockholders, including, without limiting any of the foregoing obligations, in favor of any proposal to adjourn or postpone to a later date any meeting of the stockholders of the Company at which any of the foregoing matters are submitted for consideration and vote of the stockholders of the Company if there are not sufficient votes for approval of such matters on the date on which the meeting is held, (B) against any action or agreement submitted for the vote or written consent of stockholders that would reasonably be expected to result in a breach of any representation or warranty or any other obligation or agreement of (I) the Company contained in the Combination Agreement, which breach would reasonably be expected to result in the failure of any of Parent's conditions to close in the Combination Agreement, or (II) the Stockholder contained in this Agreement, and (C) against any Acquisition Proposal and against any other action, agreement or transaction submitted for the vote or written consent of stockholders that would reasonably be expected to adversely affect in any material respect or prevent the consummation of the Transactions, the Spin-Off or the other transactions contemplated by the Combination Agreement, the Spin-Off Agreements or this Agreement or the performance by the Company of its obligations under the Combination Agreement or the Spin-Off Agreements or by the Stockholder of its obligations under this Agreement.

(c) Any vote required to be cast or consent required to be executed pursuant to this Section 2.1 shall be cast (or consent shall be given) by the Stockholder in accordance with such procedures relating thereto so as to ensure that it is duly counted, including for purposes of determining whether a quorum is present.

(d) The obligations of the Stockholder specified in Section 2.1(a) and Section 2.1(b) shall apply whether or not any action described above is recommended by the Company Board (or any committee thereof).

2.2 No Inconsistent Agreements. The Stockholder hereby covenants and agrees that, except for this Agreement and the Written Consent and except as may be permitted by Section 5.4(b), it (a) has not entered into, and shall not enter into at any time while this Agreement remains in effect, any voting agreement or voting trust with respect to the Covered Shares with respect to any of the matters described in Section 2.1(b)(ii) (the "**Voting Matters**"), (b) has not granted, and shall not grant at any time while this Agreement remains in effect, a proxy, consent or power of attorney with respect to the Covered Shares with respect to any of the Voting Matters and (c) has not taken and shall not take any action that would make any representation or warranty of the Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling the Stockholder from performing any of its obligations under this Agreement. The Stockholder hereby represents that all proxies or powers of attorney given by the Stockholder prior to the execution of this Agreement in respect of the voting of the Stockholder's Record Shares with respect to the Voting Matters, if any, are not irrevocable and the Stockholder hereby revokes (and shall cause to be revoked) any and all previous proxies or powers of attorney affecting the Stockholder's Record Shares with respect to the Voting Matters.

ARTICLE III

STOCKHOLDERS' AGREEMENTS

3.1 Termination of the Existing Stockholders' Agreement. Pursuant to Section 5.1 of the Existing Stockholders' Agreement, the Stockholder (together with the Company Stockholders entering into similar voting agreements on or around the date hereof), representing the majority in interest of each of (i) the Principal Stockholders (as defined in the Stockholders' Agreement), on the one hand, and (ii) the Fluent Stockholders (as defined in the Stockholders' Agreement), on the other hand, hereby terminate the Existing Stockholders' Agreement effective as of the Closing, and the Existing Stockholders' Agreement and the rights and obligations thereunder shall thereafter be of no further force or effect as of the Closing.

3.2 New Stockholders' Agreement. The Parent and the Stockholder each hereby agrees that, concurrently with or immediately following the execution and delivery of this Agreement, such party has executed and delivered or will execute and deliver a stockholders' agreement in the form of Exhibit B attached hereto to each of the other parties thereto (the "**New Stockholders' Agreement**"), which New Stockholders' Agreement shall become effective as of the Closing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to the Parent as follows:

(a) Organization; Authorization; Validity of Agreement; Necessary Action. To the extent that the Stockholder is a corporation (including any non-profit corporation), limited liability company, joint stock company, general partnership, limited partnership, limited liability partnership, estate, trust, firm or other enterprise, associate, organization or entity, such Stockholder is duly organized and is validly existing and in good standing under the laws of the jurisdiction of its formation or incorporation. The Stockholder has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Stockholder of this Agreement, the performance by it of its obligations hereunder and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by the Stockholder and no additional corporate actions on the part of the Stockholder or its respective partners, stockholders, trustees, managers or members, as applicable, are necessary to authorize the execution and delivery by it of this Agreement, the performance by it of its obligations hereunder or the consummation by it of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Stockholder and constitutes a legal, valid and binding obligation of the Stockholder, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Ownership. Except for shares underlying unvested restricted stock units (or for undelivered shares underlying vested restricted stock units) or as otherwise set forth on Schedule I, (i) the Stockholder's Existing Shares are, and all of the Covered Shares owned by the Stockholder from the date hereof through and on the Closing will be, Beneficially Owned and/or owned of record by the Stockholder (except as may result from the Reverse Stock Split), (ii) the Stockholder has good and marketable title to the Stockholder's Existing Shares, free and clear of any Encumbrances, (iii) as of the date hereof, the Stockholder's Existing Shares constitute all of the shares of Company Common Stock Beneficially Owned or owned of record by the Stockholder, and (iv) except for the rights granted to the Parent hereby, the Stockholder has and will have at all times through the Closing sole voting power to control the vote and consent as contemplated herein, sole power of disposition, sole power to issue instructions with respect to the matters set forth in Article II, and sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of the Stockholder's Existing Shares and with respect to all of the Covered Shares owned by the Stockholder at all times through the Closing.

(c) No Violation. The execution, delivery and performance of this Agreement and the Written Consent by the Stockholder does not and will not (whether with or without notice or lapse of time, or both) (i) violate any provision of the certificate of formation or other comparable governing documents, as applicable, of the Stockholder, (ii) violate, conflict with or result in the breach of any of the terms or conditions of, result in any (or the right to make any) modification of or the cancellation or loss of a benefit under, require any notice, consent or action under, or otherwise give any Person the right to terminate, accelerate obligations under or receive payment or additional rights under, or constitute a default under, any Contract to which the Stockholder is a party or by which it is bound (including the Stockholders' Agreement) or (iii) violate any Law or Order applicable to the Stockholder or by which any of the Stockholder's assets or properties is bound, except in each case of the foregoing as would not, either individually or in the aggregate, impair in any material respect the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(d) Consents and Approvals. The execution and delivery of this Agreement and the Written Consent by the Stockholder does not, and the performance by the Stockholder of its obligations under this Agreement and the consummation by it of the transactions contemplated hereby will not, require the Stockholder to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any Governmental Authority, other than the filings of any reports with the SEC and except where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings and notifications, would not, either individually or in the aggregate, prevent or delay in any material respect the performance by the Stockholder of any of its obligations hereunder.

(e) Absence of Litigation. As of the date hereof, there is no Legal Proceeding pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(f) Finder's Fees. Except as disclosed pursuant to the Combination Agreement, no investment banker, broker, finder or other intermediary is entitled to a fee or commission from the Parent or the Company in respect of this Agreement based upon any arrangement or agreement made by or at the direction of the Stockholder.

(g) Reliance by the Parent. The Stockholder understands and acknowledges that the Parent has entered into the Combination Agreement in reliance upon the Stockholder's execution and delivery of the Written Consent and this Agreement and the representations and warranties of the Stockholder contained herein. The Stockholder understands and acknowledges that the Combination Agreement governs the terms of the Transactions and the other transactions contemplated thereby and the Spin-Off Agreement governs the terms of the Spin-Off and the other transactions contemplated thereby.

ARTICLE V

OTHER COVENANTS

5.1 Prohibition on Transfers, Other Actions. During the term of this Agreement, the Stockholder hereby agrees not to (i) Transfer any of the Covered Shares, Beneficial Ownership thereof or any other interest therein (including by tendering into a tender or exchange offer), unless such Transfer is a Permitted Transfer, (ii) enter into any agreement, arrangement or understanding with any Person (other than the Parent), or knowingly take any other action, that violates or conflicts with the Stockholder's representations, warranties, covenants and obligations under this Agreement or (iii) knowingly take any action that could restrict in any material respect the Stockholder's legal power, authority and right to comply with and perform its covenants and obligations under this Agreement. Additionally, Michael Brauser agrees to cause Marlin Capital Partners, LLC to adhere to this Section 5.1 of this Agreement with respect to 1,000,000 restricted stock units (or underlying shares of Company Common Stock) in the Company held by Marlin Capital Partners, LLC (as appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), as though such securities were Covered Shares under this Agreement. Any Transfer in violation of this provision shall be void ab initio.

5.2 Voting of Beneficial Ownership. During the term of this Agreement, the Stockholder agrees that it will use its reasonable best efforts to vote any Company Common Stock it Beneficially Owns in the same manner as required of Record Shares under Article II herein if necessary to achieve requisite voting thresholds under applicable law or the rules of an applicable national securities exchange.

5.3 Stock Dividends, etc. In the event of a stock split, stock dividend or distribution, or any change in the Company Common Stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, reincorporation, exchange of shares or the like, the terms "Existing Shares" and "Covered Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and stock distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

5.4 No Solicitation.

(a) Except as set forth in this Section 5.4, the Stockholder hereby agrees that it shall, and shall direct its Representatives to, immediately cease any discussions or negotiations with any Persons that may be ongoing as of the date of this Agreement with respect to an Acquisition Proposal. During the term of this Agreement and except as permitted by Section 5.4(b), the Stockholder agrees that it shall not, and it shall not authorize any of its Affiliates or Representatives to, directly or indirectly, (i) solicit, initiate, or knowingly facilitate or encourage (including by providing information in a manner designed to knowingly encourage) the submission of any Acquisition Proposal to the Company, (ii) enter into or participate in any discussions or negotiations with, or furnish any confidential information relating to the Company or any of its Subsidiaries or afford access to the business, properties, assets, books or records of the Company or any of its Subsidiaries, to any third party for the purpose of knowingly facilitating or encouraging (or which could reasonably be expected to facilitate or encourage) an Acquisition Proposal, (iii) approve, endorse or enter into any agreement in principle, letter of intent, term sheet, merger agreement, acquisition agreement, option agreement or other similar instrument relating to an Acquisition Proposal or any proposal or offer that is intended to lead to an Acquisition Proposal or requires the Company to abandon the Combination Agreement, (iv) make or participate in, directly or indirectly, a "solicitation" of "proxies" (as such terms are used in the Exchange Act) or powers of attorney or similar rights to vote, or seek to advise or influence any Person with respect to the voting of, any shares of Company Common Stock in connection with any vote or other action on any of the Voting Matters, other than to recommend that stockholders of the Company vote in favor of the Voting Matters and as otherwise expressly provided in this Agreement or to otherwise vote or consent with respect to Covered Shares in a manner that would not violate Section 2.1 or (v) agree to do any of the foregoing.

(b) Notwithstanding anything to the contrary in this Agreement, solely to the extent the Company is permitted to take the actions set forth in Section 5.5(b) of the Combination Agreement with respect to an Acquisition Proposal, the Stockholder and its Affiliates and Representatives will be free to participate in any discussions or negotiations regarding such Acquisition Proposal or Superior Proposal with the Person making such Acquisition Proposal, provided that (i) the Stockholder has not breached this Section 5.4 and (ii) such action by the Stockholder and its Affiliates and Representatives would be permitted to be taken by the Company pursuant to Section 5.5(b) of the Combination Agreement.

(c) For the purposes of this Section 5.4, the Company will be deemed not to be an Affiliate or Subsidiary of the Stockholder, and any officer, director, employee, agent or advisor of the Company (in each case, in their capacities as such) will be deemed not to be a Representative or Affiliate of the Stockholder.

5.5 Notice of Acquisitions; Proposals Regarding Prohibited Transactions. The Stockholder hereby agrees to notify the Parent in writing as promptly as practicable (and in any event within 24 hours) (a) following such acquisition by the Stockholder of the number of any additional shares of Company Common Stock or other securities of the Company of which the Stockholder acquires Beneficial Ownership on or after the date hereof and (b) the receipt of any Acquisition Proposal, and shall disclose the material terms of such Acquisition Proposal.

5.6 Disclosure. The Stockholder hereby authorizes the Company and the Parent to publish and disclose in any announcement or disclosure required by the SEC in connection with the Transactions and the Spin-Off the Stockholder's identity and ownership of the Stockholder's Covered Shares and the nature of the Stockholder's obligations under this Agreement.

5.7 SpinCo Business. Notwithstanding anything to the contrary, nothing contained in Section 5.4 or Section 5.5 shall limit, restrict or in any way affect any action proposed, taken or omitted by any Stockholder solely with respect to the IDI Business, SpinCo Assets, or any of the SpinCo Subsidiaries. For purposes of clarity, as used herein, "Acquisition Proposal" excludes any sale solely of the IDI Business, SpinCo Assets, or SpinCo Subsidiaries, whether by sale of equity securities, assets, merger, combination or otherwise.

ARTICLE VI

MISCELLANEOUS

6.1 Termination. This Agreement shall remain in effect until the earliest to occur of (i) the Expiration Date, (ii) the Closing and (iii) any delivery of written notice by the Parent to the Stockholder of termination of this Agreement, and upon the occurrence of the earliest of such events this Agreement shall terminate and be of no further force; provided, however, that the provisions of this Section 6.1, Section 6.2 and Sections 6.4 through 6.12 shall survive any termination of this Agreement. Nothing in this Section 6.1 and no termination of this Agreement shall relieve or otherwise limit any party of liability for willful breach of this Agreement.

6.2 Stop Transfer Order. In furtherance of this Agreement, the Stockholder hereby authorizes and agrees it will instruct the Company to instruct its transfer agent to enter a stop transfer order with respect to all of the Covered Shares held of record by the Stockholder.

6.3 No Ownership Interest. Nothing contained in this Agreement or the Written Consent shall be deemed to vest in the Parent any direct or indirect ownership or incidence of ownership of or with respect to any Covered Shares. All rights, ownership and economic benefits of and relating to the Covered Shares shall remain vested in and belong to the Stockholder, and the Parent shall have no authority to direct the Stockholder in the voting or disposition of any of the Covered Shares, except as otherwise provided herein.

6.4 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed given (a) on the date of delivery, if delivered in person or by facsimile or email (upon confirmation of receipt) if received prior to 5:00 p.m. New York time on a Business Day or, if received after 5:00 p.m. New York time, on the next following Business Day, or (b) on the first Business Day following the date of dispatch, if delivered by a recognized overnight courier service (upon proof of delivery), addressed as follows:

If to the Parent to:

BlueFocus International Limited
600 Lexington Avenue, 6th Floor
New York, NY 10022
Attn: He Shen, Chief Financial Officer
Email: he.shen@bluefocus.com

with a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP

500 Boylston Street
Boston, MA 02116
Attn: Graham Robinson
Laura Knoll
Fax: (617) 573-4822
Email: graham.robinson@skadden.com
laura.knoll@skadden.com

525 University Avenue
Palo Alto, CA 94301
Attn: Michael Mies
Fax: (650) 798-6510
Email: michael.mies@skadden.com

If to the Stockholder:

To the address set forth opposite the Stockholder's name on Schedule I attached hereto.

6.5 Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

6.6 Entire Agreement. This Agreement and the documents and instruments and other agreements between the parties as contemplated by or referred to herein, including the Exhibits hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the parties and their respective Affiliates with respect to the subject matter hereof and thereof.

6.7 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement is governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Law thereof.

(b) Each of the parties (i) to the fullest extent permitted by Law, irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts (as defined below)) in any Legal Proceeding relating to this Agreement or the transactions contemplated hereby, for and on behalf of itself or any of its properties or assets, in accordance with Section 6.4 or in such other manner as may be permitted by applicable Law, and nothing in this Section 6.7 will affect the right of any party to serve legal process in any other manner permitted by applicable Law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware) (the "**Chosen Courts**") in the event that any dispute or controversy arises out of this Agreement or the transactions contemplated hereby; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iv) agrees that any Legal Proceeding arising in connection with this Agreement or the transactions contemplated hereby will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same and (vi) agrees that it will not bring any Legal Proceeding relating to this Agreement or the transactions contemplated hereby in any court other than the Chosen Courts. The Parent and the Stockholder agree that a final judgment in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ACKNOWLEDGES AND AGREES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.7.

6.8 Specific Performance. Each party agrees that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the other parties do not perform the provisions of this Agreement (including failing to take such actions as are required of them hereunder) in order to consummate this Agreement in accordance with its specified terms or otherwise breach such provisions. Each party acknowledges and agrees that the other parties will be entitled, in addition to any other remedy to which they are entitled at Law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement by such party and to enforce specifically the terms and provisions hereof. Each party agrees not to raise any objections to the granting of an injunction, specific performance or other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement by such party on the basis that the other parties have an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity. When seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, a party will not be required to provide any bond or other security in connection with such injunction or enforcement, and the other parties irrevocably waive any right that they may have to require the obtaining, furnishing or posting of any such bond or other security.

6.9 Amendment; Waiver. Subject to applicable Law and subject to the other provisions of this Agreement, this Agreement may be amended by the parties at any time by execution of an instrument in writing signed on behalf of the Parent and the Stockholder. At any time and from time to time prior to the termination of this Agreement, any party may, to the extent legally allowed and except as otherwise set forth herein, (a) extend the time for the performance of any of the obligations or other acts of any other party, as applicable; (b) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto and (c) subject to the requirements of applicable Law, waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party to any such extension or waiver will be valid only if set forth in an instrument in writing signed by such party. Any delay in exercising any right pursuant to this Agreement will not constitute a waiver of such right.

6.10 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

6.11 Successors and Assigns; Third Party Beneficiaries. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties, except that the Parent will have the right to assign all or any portion of its respective rights and obligations pursuant to this Agreement in connection with any assignment of the Combination Agreement to any Subsidiary of the Parent to the extent permitted by the Combination Agreement, provided that no such assignment shall relieve the

Parent of any of its obligations pursuant to this Agreement. Subject to the preceding sentence, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. No assignment by any party, including pursuant to the foregoing clauses, will relieve such party of any of its obligations hereunder. The parties agree that their respective representations, warranties and covenants set forth in this Agreement are solely for the benefit of the other parties in accordance with and subject to the terms of this Agreement. This Agreement is not intended to, and will not, confer upon any other Person any rights or remedies hereunder.

6.12 Stockholder Capacity. Nothing in this Agreement shall limit or restrict the Stockholder (if he or she serves as a member of the Company Board) from acting in his or her capacity as a director of the Company and exercising his or her fiduciary duties and responsibilities, it being understood that this Agreement shall apply to the Stockholder solely in his or her capacity as a stockholder of the Company and shall not apply to any such actions, judgments or decisions as a director of the Company.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

BLUEFOCUS INTERNATIONAL LIMITED

By: /s/ He Shen
Name: He Shen
Title: Authorized Signatory

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

FROST GAMMA INVESTMENTS TRUST

By: /s/ Phillip Frost
Name: Phillip Frost, M.D
Title: Trustee

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ Ryan Schulke

RYAN SCHULKE

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ Matthew Conlin

MATTHEW CONLIN

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

MATTHEW CONLIN 2017 GRANTOR RETAINED ANNUITY TRUST

By: /s/ Matthew Conlin
Name: Matthew Conlin
Title: Trustee

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

CONLIN FAMILY FOUNDATION

By: /s/ Matthew Conlin
Name: Matthew Conlin
Title: Co-Trustee

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

RSMC PARTNERS, LLC

By: /s/ Ryan Schulke
Name: Ryan Schulke
Title: Managing Member

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ Michael Brauser

MICHAEL BRAUSER

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

BIRCHTREE CAPITAL, LLC

By: /s/ Michael Brauser
Name: Michael Brauser
Title: Manager

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

BSIG LLC

By: /s/ Michael Brauser
Name: Michael Brauser
Title: Managing Member

[Signature Page to Written Consent and Voting Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

GRANDER HOLDINGS, INC. 401K

By: /s/ Michael Brauser
Name: Michael Brauser
Title: Trustee

[Signature Page to Written Consent and Voting Agreement]

Schedule I

Stockholder

Stockholder	Address	Shares of Company Common Stock held of Record	Shares of Company Common Stock held in Street Name
Frost Gamma Investments Trust	Frost Gamma Investments Trust 4400 Biscayne Blvd. 15th Floor Miami, FL 33137 Attn: Veronica Miranda	14,919,061	802,480
Ryan Schulke*	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Ryan Schulke	5,827,200	237,337
RSMC Partners, LLC	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Ryan Schulke and Matthew Conlin	2,000,000	0
Matthew Conlin	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Matthew Conlin	4,208,160	169,820
Matthew Conlin 2017 Grantor Retained Annuity Trust	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Matthew Conlin	1,077,040	0
Conlin Family Foundation	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Matthew Conlin	0	20,000
Michael Brauser**	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	20,000	302,235
Birchtree Capital, LLC	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	954,116	419,530
BSIG LLC***	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	16,259	0
Grander Holdings, Inc. 401K	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	2,030,945	113,700

* Mr. Schulke's father owns 5,119 shares of Company Common Stock that do not and will not constitute Existing Shares or Covered Shares hereunder.

** Marlin Capital Partners, LLC owns certain restricted stock units in the Company. Mr. Brauser owns 50% of the economic interests in Marlin Capital Partners, LLC, but does not have voting or dispositive control over such restricted stock units or the underlying shares. No shares of Company Common Stock owned or acquired by Marlin Capital Partners, LLC shall constitute Existing Shares or Covered Shares hereunder.

*** Entity is owned and controlled 50% by Mr. Brauser.

Exhibit A

Form of
Written Consent

[Included as Exhibit B to Exhibit 2.1 of this Form 8-K]

Exhibit B

Form of
Stockholders' Agreement

[Included as Exhibit 10.2 to this Form 8-K]

Exhibit 10.2

Execution Version

STOCKHOLDERS' AGREEMENT

by and among

BLUEFOCUS INTERNATIONAL LIMITED,

COGINT, INC.

and

THE PERSONS LISTED ON SCHEDULE I ATTACHED HERETO

dated as of September 6, 2017

STOCKHOLDERS' AGREEMENT

This STOCKHOLDERS' AGREEMENT (this "**Agreement**"), is made and entered into as of September 6, 2017, but shall become effective as of the Closing date, by and among BlueFocus International Limited, a private company limited by shares registered in Hong Kong (the "**Parent**"), Cogint, Inc., a Delaware corporation (the "**Company**") and the Persons listed on Schedule I attached hereto (the "**Legacy Stockholders**").

WHEREAS, prior to the execution of this Agreement, the Company and the Parent have entered into a Business Combination Agreement, dated as of September 6, 2017 (as amended, supplemented, restated or otherwise modified from time to time, the "**Combination Agreement**"), pursuant to which, among other things, the Parent will acquire shares of common stock, par value $0.0005 per share, of the Company ("**Company Common Stock**"), for and in consideration of the Parent's contribution to the Company of the cash and other consideration set forth in the Combination Agreement, and the Company will effect the Spin-Off and the Cash Dividend, in each case in accordance with the terms and conditions of the Combination Agreement and the Spin-Off Agreements, as applicable;

WHEREAS, the Legacy Stockholders are the record owners and/or Beneficial Owners of the number of shares of Company Common Stock set forth on Schedule I attached hereto;

WHEREAS, in connection with the Transactions, the parties desire to provide for certain governance rights and other matters, and to set forth certain rights and obligations of the parties from and after the Closing; and

WHEREAS, this Agreement shall be effective from and after the Closing.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

The following capitalized terms, as used in this Agreement, shall have the meanings set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Combination Agreement and the interpretation provisions set forth in Section 1.3 of the Combination Agreement shall also apply to this Agreement.

"**Beneficial Ownership**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act. The terms "**Beneficially Own**", "**Beneficially Owned**" and "**Beneficial Owner**" shall each have a correlative meaning.

"**Covered Shares**" means, with respect to each Legacy Stockholder, such Legacy Stockholder's Existing Shares, together with any shares of Company Common Stock or other voting capital stock of the Company and any shares of the Company Common Stock or other voting capital stock of the Company issuable upon the conversion, exercise or exchange of

securities that are convertible into or exercisable or exchangeable for shares of Company Common Stock or other voting capital stock of the Company, in each case that such Legacy Stockholder has or acquires Beneficial Ownership of on or after the date hereof.

"**Equity Award Covered Shares**" means, with respect to the Legacy Stockholder, any shares of Company Common Stock that are issued (i) to the Legacy Stockholder after the date hereof pursuant to an award of restricted stock issued under the Company Stock Plans or (ii) to the Legacy Stockholder pursuant to any outstanding Company Restricted Stock Unit.

"**Existing Shares**" means, with respect to each Legacy Stockholder, the number of shares of Company Common Stock Beneficially Owned and/or owned of record by such Legacy Stockholder, as set forth on Schedule I attached hereto.

"**Permitted Transfer**" means a Transfer of Covered Shares by a Legacy Stockholder (i) to an Affiliate of such Legacy Stockholder or to such Legacy Stockholder's family or by will or intestate succession to such Stockholder's family or to a trust or other entity, the beneficiaries or equity holders of which are exclusively such Legacy Stockholder or members of such Legacy Stockholder's family, provided that (a) such Affiliate shall remain an Affiliate of such Legacy Stockholder at all times following such Transfer during the term of this Agreement and (b) prior to the effectiveness of such Transfer, such Affiliate or transferee, as the case may be, executes and delivers to the Parent a written agreement, in form and substance reasonably acceptable to the Parent, to assume all of such Legacy Stockholder's obligations hereunder in respect of the securities subject to such Transfer and to be bound by the terms of this Agreement, with respect to the securities subject to such Transfer, to the same extent as such Legacy Stockholder is bound hereunder and to make each of the representations and warranties hereunder in respect of the securities transferred as such Legacy Stockholder shall have made hereunder; (ii) of up to 40% (or 50%, in the case of any Legacy Stockholder that resides in New York state) of any Equity Award Covered Shares (or an equivalent amount of other Covered Shares Beneficially Owned by such Legacy Stockholder) in order to pay any Tax that will become due from the Legacy Stockholder in connection with the issuance of any Equity Award Covered Shares or any number of Covered Shares required for the Legacy Stockholder to pay any Tax incurred as a result of the Transactions or the Spin-Off (in the case of the Spin-Off, solely to the extent after-Tax proceeds received by the Legacy Stockholder from the Cash Dividend are insufficient to pay Tax incurred as a result of the Spin-Off); and (iii) to any Qualified Institutional Buyer, as defined in Rule 144A under the Securities Act, that has an existing relationship with the Company as of the date hereof, provided that prior to any such Transfer, the Legacy Stockholder shall notify Parent in writing of the proposed terms thereof (and any subsequent amendments thereto), and Parent shall have the right to irrevocably elect within 48 hours following receipt of such notice, to purchase all but not less than all of the Covered Shares proposed to be transferred on the same economic terms as the proposed purchaser (which purchase shall be required to be completed within three (3) Business Days following such election), provided that such right shall lapse if such irrevocable election is not made within 48 hours following receipt of such notice or such purchase is not consummated within three (3) Business Days following such election, and such Legacy Stockholder shall be permitted to consummate such sale to such third party.

"**Transfer**" means, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by operation of law or otherwise), either voluntarily or involuntarily, or to enter into any Contract or other arrangement or understanding with respect to the voting of or sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of (by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of law or otherwise) or to enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the subject property securities.

ARTICLE II

BOARD REPRESENTATION

2.1. Board Representation.

(a) From and after the Closing, and until this Agreement is terminated in accordance with its terms, the Company and the Parent shall take such actions necessary to (i) ensure that (A) Ryan Schulke and Matthew Conlin (the "**Fluent Legacy Stockholders**") be entitled to nominate one (1) individual for election to the Company Board (the "**RSMC Director**") and (B) Phillip Frost and Michael Brauser (the "**Cogint Legacy Stockholders**") be entitled to nominate one (1) individual for election to the Company Board (the "**PFMB Director**," and together with the RSMC Director, including their respective successors, the "**Legacy Directors**"), provided that the PFMB Director shall be Ryan Schulke until the earlier of (a) the second anniversary of the Closing and (b) Ryan Schulke's resignation from his position as the PFMB Director, (ii) elect such Legacy Directors to serve as members of the Company Board until their respective successors are elected and qualified or until their earlier resignation, removal or death and (iii) nominate each successor to each Legacy Director as directed by the Fluent Legacy Stockholders or Cogint Legacy Stockholders, as applicable. At the Closing, the Legacy Directors shall initially be determined by a written notice delivered by the applicable Legacy Stockholders to the Company (provided that the PFMB director shall be Ryan Schulke). From and after the Closing, and until this Agreement is terminated in accordance with its terms, the Company and the Parent shall take such actions necessary to ensure that the size of the Company Board shall be seven (7) directors, which number may be increased pursuant to a majority vote of the Company Board, including the PFMB Director. All remaining members of the Company Board (including any increase to the Company Board pursuant to the preceding sentence) shall be determined consistent with applicable Law and rules and regulations of NASDAQ (including that if such remaining members of the Company Board are elected by the Parent, the Company may avail itself of any controlled company exemptions from NASDAQ corporate governance requirements).

(b) From and after the Closing, and until this Agreement is terminated in accordance with its terms, the Fluent Legacy Stockholders may nominate the Fluent Legacy Director and the Cogint Legacy Stockholders may nominate the Cogint Legacy Director for election to the Company Board at an annual meeting of stockholders of the Company by delivering to the Company a notice signed by the applicable Legacy Stockholders within a reasonable amount of time prior to such annual meeting of stockholders (and in any event within fifteen (15) days following written request by the Parent) and the mailing of any proxy statement relating to such annual meeting, which notice shall include the names and qualifications of such

proposed Legacy Director(s) and such other information as the Company may reasonably request. As promptly as practicable after receipt, the Company shall provide a copy of such notice to the Corporate Governance and Nominating Committee of the Company Board (the "**Committee**"), which shall, if the proposed Legacy Director satisfies the criteria for qualifications of directors set forth in the Charter of the Committee (as adopted on September 26, 2016) (as amended from time to time, the "**Charter**"), as determined in good faith by the Committee, at the next Committee meeting at which Company Board nominees are determined for purposes of the Company's annual meeting of stockholders, make a recommendation to the Company Board, and the Company Board shall take such action, that such Legacy Directors shall be nominated for election to the Company Board at the Company's next annual meeting of stockholders and the Company Board shall, in the Company's proxy statement relating to such annual meeting, recommend to the Company Stockholders that they should vote their shares in favor of the election of the proposed Legacy Directors. If the Committee reasonably determines in good faith that such proposed Legacy Director does not meet such criteria, the Company shall notify the nominating Legacy Stockholders of such fact within ten (10) days of receipt of the applicable Legacy Stockholders' notice, specifying in reasonable detail the reasons for the determination that such criteria have not been met, and the applicable Legacy Stockholders shall be entitled to nominate another Legacy Director in accordance with this Section 2.1(b) or Section 2.1(c), as the case may be; provided that the applicable Legacy Stockholders shall be provided with at least fifteen (15) additional days to submit any such nominee.

(c) From and after the Closing, and until this Agreement is terminated in accordance with its terms, each nomination to the Company Board of any Legacy Director for election other than at an annual meeting of stockholders of the Company (whether due to the resignation, removal or death of a Legacy Director or otherwise) shall be made by delivering to the Company a notice signed by the nominating Legacy Stockholders, which notice shall include the names and qualifications of such proposed Legacy Director and such other information as the Company may reasonably request. As promptly as practicable, the Company shall provide a copy of such notice to the Committee, which shall, if the proposed Legacy Director satisfies the criteria for qualifications of directors set forth in the Charter, as determined in good faith by the Committee, as promptly as practicable, make a recommendation to the Company Board that such Legacy Director shall be appointed for election to the Company Board, which appointment may be made by the Company Board to the extent permitted pursuant to the Bylaws. As promptly as practicable thereafter, the Company and the Parent shall take such actions as are necessary to cause such appointment to be effected. If the Committee reasonably determines in good faith that such proposed Legacy Director does not meet such criteria, the Company shall notify the nominating Legacy Stockholders of such fact within ten (10) days of receipt of the applicable Legacy Stockholders' notice, specifying in reasonable detail the reasons for the determination that such criteria have not been met, and the applicable Legacy Stockholders shall be entitled to nominate another Legacy Director in accordance with Section 2.1(b) or this Section 2.1(c), as the case may be; provided that the applicable Legacy Stockholders shall be provided with at least fifteen (15) additional days to submit any such nominee.

(d) During the period that the Legacy Directors are members of the Company Board, the Legacy Directors shall be entitled to the same benefits afforded to other members of the Company Board in their capacity as such, including benefits under any director and officer indemnification or insurance policy maintained by the Company.

2.2. Voting Agreement. From and after the Closing, and until this Agreement is terminated in accordance with its terms, the Parent covenants and agrees that it and its Affiliates shall vote all shares of Company Common Stock Beneficially Owned by it or its Affiliates for the election to the Company Board of all Legacy Directors nominated in accordance with Section 2.1.

2.3. Vacancies and Removal.

(a) The Legacy Directors will serve until their successors are duly elected and qualified or until their earlier death, resignation or removal in accordance with this Agreement and applicable Law.

(b) From and after the Closing, and until this Agreement is terminated in accordance with its terms, the Parent covenants and agrees that it and its Affiliates shall vote all shares of Company Common Stock Beneficially Owned by them:

(i) for any Legacy Director nominated pursuant to Section 2.1; and

(ii) to ensure that no Legacy Director may be removed from office unless (A) such removal is directed or approved by the affirmative vote of the applicable Legacy Stockholders who nominated such Legacy Director, or (B) such removal is for cause, as reasonably determined in good faith by the Company Board.

ARTICLE III

CORPORATE GOVERNANCE

3.1. Company Activities; Approvals. For a period of two (2) years following the Closing, the Company and the Parent shall not, directly or indirectly, and shall not permit any of their respective Subsidiaries or Affiliates (including, following the Closing, the Company) to:

(a) voluntarily terminate the registration of the Company Common Stock under the Exchange Act or voluntarily delist the Company Common Stock from NASDAQ or another national securities exchange (or take or permit any act or omission with the intent of causing such deregistration or delisting) unless the Legacy Directors consent in writing thereto; provided, however, that no approval of the Legacy Directors shall be required in respect of any deregistration or delisting (i) in connection with the consummation of a transaction approved or recommended by the Company Board, with one or more third parties unaffiliated with the Parent or its Affiliates, resulting in such third party(ies) owning at least a majority of the outstanding shares of Company Common Stock or all or a majority of the assets of the Company and its Subsidiaries (whether by merger, sale, tender or exchange offer, recapitalization, reorganization, consolidation, combination or otherwise), in which all holders of shares of Company Common Stock receive or may elect to receive the same value and form of consideration in respect of shares of Company Common Stock or (ii) in connection with the consummation of a merger, recapitalization, reorganization, consolidation or other similar transaction in which the holders of shares of Company Common Stock immediately prior to such transaction continue to hold shares of a single class of capital stock of the resulting entity in such transaction, which class of capital stock is registered under the Exchange Act and listed on NASDAQ or another national securities exchange; or

(b) enter into or approve any transaction between (i) the Company or any Subsidiary of the Company, on the one hand, and (ii) the Parent, any Affiliate of the Parent (other than the Company or any of its Subsidiaries), or any of their respective directors or officers, or any Person owning five percent (5%) or more of the equity interests of the Parent or any of its Affiliates, on the other hand, unless such transaction is approved by a majority of directors of the Company Board who are disinterested with respect to such transaction.

ARTICLE IV

PROHIBITION ON TRANSFERS

4.1. Prohibition on Transfers.

(a) Except as provided for in Section 4.1(c), until the earlier of (x) one (1) year following the Closing or (y) such Legacy Stockholder (and its transferees under clause (i) of the definition of Permitted Transferees) holding fewer than, in aggregate, one hundred thousand (100,000) Covered Shares (as appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), none of Frost Gamma Investments Trust, Michael Brauser or their respective transferees under clause (i) of the definition of Permitted Transferees shall Transfer any of their respective Covered Shares, Beneficial Ownership thereof or any other interest therein, unless such Transfer is a Permitted Transfer.

(b) Except as provided for in Section 4.1(c), until the earlier of (i) cessation of employment by such Legacy Stockholder by the Company or its Affiliates or (ii) such Legacy Stockholder (and its transferees under clause (i) of the definition of Permitted Transferees) holding fewer than, in aggregate, one hundred thousand (100,000) Covered Shares (as appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), none of Ryan Schulke, Matthew Conlin or their respective transferees under clause (i) of the definition of Permitted Transferees shall Transfer any of their respective Covered Shares, Beneficial Ownership thereof or any other interest therein, unless such Transfer is a Permitted Transfer pursuant to clause (i) or (ii) of the definition thereof.

(c) Notwithstanding the restrictions set forth in Section 4.1(a) and 4.1(b), during the time period in which a Legacy Stockholder is restricted pursuant to such sections, as applicable, such Legacy Stockholder shall be permitted to Transfer Covered Shares that represent, on any given trading day, up to the lesser of (a) 5% of the aggregate number of Covered Shares held by such Legacy Stockholder on the immediately prior trading day and (b) 3% of the trading volume of the Company Common Stock on the national securities exchange on which such Covered Shares are listed for trading, determined on the trading day that is the date of Transfer (or up to 5% if then listed on The NASDAQ Global Select Market); provided, that no Transfer may be made pursuant to this clause (c) unless the trading volume of the Company Common Stock on the date of Transfer exceeds one hundred thousand (100,000) (as

appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof); and provided further, that no Transfer may be made pursuant to this Section 4.1(c) by Ryan Schulke, Matthew Conlin or their respective transferees under clause (i) of the definition of Permitted Transferees until after the first anniversary of the Closing. For clarity, this clause (c) shall not in any way restrict a Legacy Stockholder following expiration of the restrictions set forth in Section 4.1(a) or Section 4.1(c), as applicable.

(d) Michael Brauser agrees to cause Marlin Capital Partners, LLC to adhere to Section 4.1 of this Agreement with respect to 1,000,000 restricted stock units (or underlying shares of Company Common Stock) in the Company held by Marlin Capital Partners, LLC (as appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), as though such securities were Covered Shares under this Agreement.

ARTICLE V

MISCELLANEOUS

5.1. Termination. This Agreement shall terminate and be of no further force and effect upon the earlier to occur of: (a) the termination of the Combination Agreement pursuant to Section 8.1 thereof, (b) three (3) years following the date of the Closing or (c) such time as the Legacy Stockholders cease to own at least fifty percent (50%) of the aggregate number of shares of Company Common Stock Beneficially Owned by them on the Closing Date and as set forth on Exhibit I attached hereto (as appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof); provided, however, that (i) the obligations of the Parent pursuant to Section 2.1 and Section 3.1 shall terminate at such earlier time, following the Closing, as the Parent and its Affiliates cease to hold a majority of the issued and outstanding shares of Company Common Stock owned by the Parent and its Affiliates of record or Beneficially immediately following the Closing (and all references requiring Parent to "cause," to "take such actions necessary to ensure" or similar phrasing in Section 2.1 and Section 3.1 shall instead mean commercially reasonable efforts to take such actions to the extent that Parent and its Affiliates cease to own a majority of the issued and outstanding shares of Company Stock as of any such future date) and (ii) the obligations of the Legacy Stockholders pursuant to Article IV shall terminate pursuant to the terms set forth in Section 4.1. If requested by the Parent in writing, the Legacy Stockholders shall cause the Legacy Directors to resign upon the termination of this Agreement under the preceding clauses (b) or (c).

5.2. Successors and Assigns; Third Party Beneficiaries. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties, except that (i) the Parent may assign this Agreement to any Affiliate to which it transfers shares of Company Common Stock, provided that no such assignment shall relieve the Parent of any of its obligations hereunder and such Affiliate acknowledges and agrees in writing to be bound hereby and (ii) each Legacy Stockholder shall be entitled to assign its rights and obligations hereunder to any transferee pursuant to a Permitted Transfer, provided such transferee acknowledges and agrees in writing to be bound hereby in the

same capacity as the transferring Legacy Stockholder (and upon which such transferee will be considered a Legacy Stockholder for all purposes hereunder). Subject to the preceding sentence, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. No assignment by any party, including pursuant to the foregoing clauses, will relieve such party of any of its obligations hereunder. The parties agree that this Agreement is solely for the benefit of the other parties in accordance with and subject to the terms of this Agreement. This Agreement is not intended to, and will not, confer upon any other Person any rights or remedies hereunder.

5.3. **Amendment; Waiver**. Subject to applicable Law and subject to the other provisions of this Agreement, this Agreement may be amended by the parties at any time by execution of an instrument in writing signed on behalf of each of the parties. At any time and from time to time prior to the termination of this Agreement, any party may, to the extent legally allowed and except as otherwise set forth herein, (a) extend the time for the performance of any of the obligations or other acts of any other party, as applicable; (b) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto and (c) subject to the requirements of applicable Law, waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party to any such extension or waiver will be valid only if set forth in an instrument in writing signed by such party. Any delay in exercising any right pursuant to this Agreement will not constitute a waiver of such right.

5.4. **Notices**. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed given (a) on the date of delivery, if delivered in person or by facsimile or email (upon confirmation of receipt) if received prior to 5:00 p.m. New York time on a Business Day or, if received after 5:00 p.m. New York time, on the next following Business Day, or (b) on the first Business Day following the date of dispatch, if delivered by a recognized overnight courier service (upon proof of delivery), addressed as follows:

If to the Parent to:

BlueFocus International Limited
600 Lexington Avenue, 6th Floor
New York, NY 10022
Attn: He Shen, Chief Financial Officer
Email: he.shen@bluefocus.com

with a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP

500 Boylston Street
Boston, MA 02116
Attn: Graham Robinson
Laura Knoll
Fax: (617) 573-4822
Email: graham.robinson@skadden.com
laura.knoll@skadden.com

525 University Avenue
Palo Alto, CA 94301
Attn: Michael Mies
Fax: (650) 798-6510
Email: michael.mies@skadden.com

If to the Company to:

Cogint, Inc.
2650 North Military Trail, Suite 300
Boca Raton, FL 33431
Attn: Chief Executive Officer
Fax: (561) 571-2712

If to a Legacy Stockholder:

To the address set forth opposite such Legacy Stockholder's name on Schedule I attached hereto.

5.5. Specific Performance. Each party hereto acknowledges and agrees that in the event of any breach of this Agreement by any of them, the other parties hereto would be irreparably harmed and could not be made whole by monetary damages. Each party accordingly agrees to waive the defense in any action for specific performance that a remedy at law would be adequate and agrees that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to specific performance of this Agreement without the posting of bond.

5.6. Entire Agreement. This Agreement and the documents and instruments between the parties hereto as contemplated by or referred to herein constitute the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the parties hereto and their respective Affiliates with respect to the subject matter hereof and thereof.

5.7. Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties. The parties hereto further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

5.8. Governing Law.

(a) This Agreement is governed by and construed in accordance with the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Law thereof.

(b) Each of the parties (i) to the fullest extent permitted by Law, irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts (as defined below)) in

any Legal Proceeding relating to this Agreement or the transactions contemplated hereby, for and on behalf of itself or any of its properties or assets, in accordance with Section 5.4 or in such other manner as may be permitted by applicable Law, and nothing in this Section 5.8 will affect the right of any party to serve legal process in any other manner permitted by applicable Law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any other state or federal court within the State of Delaware) (the "**Chosen Courts**") in the event that any dispute or controversy arises out of this Agreement or the transactions contemplated hereby; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iv) agrees that any Legal Proceeding arising in connection with this Agreement or the transactions contemplated hereby will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same and (vi) agrees that it will not bring any Legal Proceeding relating to this Agreement or the transactions contemplated hereby in any court other than the Chosen Courts. The Parent and the Legacy Stockholders agree that a final judgment in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ACKNOWLEDGES AND AGREES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8.

5.9. Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party may

raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

5.10. **Schedule 13D**. In accordance with the requirements of Rule 13d-1(k) under the Exchange Act, and subject to the limitations set forth therein, each Legacy Stockholder agrees to file an appropriate Schedule 13D no later than ten (10) calendar days following the date of the Closing.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

BLUEFOCUS INTERNATIONAL LIMITED

By: /s/ He Shen
Name: He Shen
Title: Authorized Signatory

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

COGINT, INC.

By: /s/ Derek Dubner
Name: Derek Dubner
Title: Chief Executive Officer

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

FROST GAMMA INVESTMENTS TRUST

By: /s/ Phillip Frost
Name: Phillip Frost, M. D.
Title: Trustee

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ Ryan Schulke

RYAN SCHULKE

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

RSMC PARTNERS LLC

By: /s/ Ryan Schulke
Name: Ryan Schulke
Title: Managing Member

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ Matthew Conlin

MATTHEW CONLIN

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

MATTHEW CONLIN 2017 GRANTOR RETAINED ANNUITY TRUST

By: /s/ Matthew Colin
Name: Matthew Colin
Title: Trustee

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

CONLIN FAMILY FOUNDATION

By: /s/ Matthew Colin
Name: Matthew Colin
Title: Co-Trustee

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

/s/ Michael Brauser

MICHAEL BRAUSER

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

BIRCHTREE CAPITAL, LLC

By: /s/ Michael Brauser
Name: Michael Brauser
Title: Manager

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

BSIG LLC

By: /s/ Michael Brauser
Name: Michael Brauser
Title: Managing member

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

GRANDER HOLDINGS, INC. 401K

By: /s/ Michael Brauser
Name: Michael Brauser
Title: Trustee

[Signature Page to Stockholders Agreement]

Schedule I

Legacy Stockholder

Stockholder	Address	Shares of Company Common Stock held of Record	Shares of Company Common Stock held in Street Name
Frost Gamma Investments Trust	Frost Gamma Investments Trust 4400 Biscayne Blvd. 15th Floor Miami, FL 33137 Attn: Veronica Miranda	14,919,061	802,480
Ryan Schulke*	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Ryan Schulke	5,827,200	237,337
RSMC Partners LLC	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Ryan Schulke and Matthew Conlin	2,000,000	0
Matthew Conlin	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Matthew Conlin	4,208,160	169,820
Matthew Conlin 2017 Grantor Retained Annuity Trust	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Matthew Conlin	1,077,040	0
Conlin Family Foundation	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Matthew Conlin	0	20,000
Michael Brauser**	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	20,000	302,235
Birchtree Capital, LLC	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	954,116	419,530
BSIG LLC***	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	16,259	0
Grander Holdings, Inc. 401K	Cogint, Inc. 2650 North Military Trail, Suite 300 Boca Raton, FL 33431 Attn: Michael Brauser	2,030,945	113,700

* Mr. Schulke's father owns 3,412 restricted stock units in the Company and 1,707 shares of Company Common Stock that do not and will not constitute Existing Shares or Covered Shares hereunder.

** Marlin Capital Partners, LLC owns certain restricted stock units in the Company. Mr. Brauser owns 50% of the economic interests in Marlin Capital Partners, LLC, but does not have voting or dispositive control over such restricted stock units or the underlying shares. No shares of Company Common Stock owned or acquired by Marlin Capital Partners, LLC shall constitute Existing Shares or Covered Shares hereunder; however, Mr. Brauser has agreed to cause Marlin Capital Partners, LLC to adhere to Section 4.1 of the Stockholders Agreement with respect to 1,000,000 restricted stock units (or underlying shares of Company Common Stock) in the Company (as appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof).

*** Entity is owned and controlled 50% by Mr. Brauser.

Exhibit 10.3

Execution Version

SEPARATION AND DISTRIBUTION AGREEMENT

by and among

COGINT, INC.

and

RED VIOLET, INC.

Dated as of September 6, 2017

TABLE OF CONTENTS

SEPARATION AND DISTRIBUTION AGREEMENT

THIS SEPARATION AND DISTRIBUTION AGREEMENT, dated as of September 6, 2017 (this "Agreement"), is entered into by and among Cogint, Inc., a Delaware corporation ("Cogint"), and Red Violet, Inc., a Delaware corporation and a wholly-owned Subsidiary of Cogint ("SpinCo"). Each of the foregoing parties is referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to such terms in Article I of this Agreement.

RECITALS

WHEREAS, Cogint, acting through itself and its direct and indirect Subsidiaries, currently conducts the Fluent Business and the IDI Business;

WHEREAS, the board of directors of Cogint ("Cogint Board") has determined that it is appropriate, desirable and in the best interests of Cogint and its stockholders to separate the Fluent Business from the IDI Business;

WHEREAS, Cogint and BlueFocus International Limited (the "Parent") have entered into that certain Business Combination Agreement dated as of the date hereof (the "Business Combination Agreement"), providing for, among other things, the Parent's contribution of cash and certain of its Subsidiaries into Cogint in exchange for the issuance of shares of common stock, par value $0.0005 per share, of Cogint ("Cogint Common Stock"), following which Cogint shall be a majority-owned Subsidiary of Parent;

WHEREAS, it is a condition to the Closing of the Transactions contemplated by the Business Combination Agreement that, prior to the Closing, on the terms and subject to the conditions contained herein, Cogint shall separate the operations of the IDI Business from the operations of the Fluent Business (the "Internal Reorganization") and consummate the Spin-Off, all as more fully described in this Agreement and the agreements and actions contemplated hereby;

WHEREAS, Cogint has caused SpinCo to be formed in order to facilitate the Internal Reorganization and Spin-Off;

WHEREAS, Cogint currently owns all of the issued and outstanding shares of common stock, par value $0.001 per share, of SpinCo (the "SpinCo Common Stock");

WHEREAS, after the Internal Reorganization, but immediately prior to the Closing, Cogint shall distribute, on a pro rata basis, all of the issued and outstanding shares of SpinCo Common Stock owned by Cogint to the holders of Cogint Common Stock or other securities of Cogint as of the Record Date (the "Spin-Off"), all in accordance with this Agreement; and

WHEREAS, it is appropriate and desirable to set forth the principal corporate actions required to effect the Internal Reorganization and the Spin-Off and to set forth certain other agreements that will, following the Spin-Off, govern certain matters relating to the Internal Reorganization and the Spin-Off and the relationship of Cogint, SpinCo and their respective Affiliates.

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

ARTICLE I
DEFINITIONS

As used herein, the following terms have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition and the definitions of "Cogint Group" and "SpinCo Group", the term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by Contract or otherwise. It is expressly agreed that, from and after the Business Transfer Time and for purposes of this Agreement and the other Ancillary Agreements, no member of the SpinCo Group shall be deemed to be an Affiliate of any member of the Cogint Group, and no member of the Cogint Group shall be deemed to be an Affiliate of any member of the SpinCo Group.

"Agent" means Continental Stock Transfer & Trust Company.

"Ancillary Agreements" means the Employee Matters Agreement, the Tax Matters Agreement, the Trademark Assignment and any other instruments, assignments, documents and agreements executed in connection with the implementation of the transactions contemplated by this Agreement, including all annexes, exhibits, schedules, attachments and appendices thereto. For the avoidance of doubt, the Business Combination Agreement is not an Ancillary Agreement.

"Assets" means all assets, properties, claims and rights of any kind, nature and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, and wherever situated and whether or not recorded or reflected, or required to be recorded or reflected, on the books of any Person.

"Baseline Net Working Capital Percentage" means the average of the Net Working Capital Percentages for the three (3) month periods: (a) ending twelve (12) months prior to the calendar month immediately preceding the Closing and (b) the corresponding period ending twenty four (24) months prior to the calendar month immediately preceding the Closing.

"Business Day" means each day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Closing" has the meaning set forth in the Business Combination Agreement.

"Closing Cogint Revenues" means the consolidated revenues for the Fluent Business for the three (3) month period ending at the end of the calendar month immediately preceding the Closing, calculated in accordance with GAAP in a manner consistent with past practice.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cogint Assets" means:

(a) all interests of Fluent and its Subsidiaries;

(b) all Assets reflected as assets of Cogint and the other Cogint Entities on the Cogint Balance Sheet and any Assets acquired by or for Cogint or any other Cogint Entity subsequent to the date of the Cogint Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the Cogint Balance Sheet if prepared on a consistent basis, after taking into account any dispositions of any such Assets subsequent to the date of the Cogint Balance Sheet; and

(c) all other Assets owned or held immediately prior to the Closing (after giving effect to the Internal Reorganization) by Cogint or any of its Subsidiaries (excluding, for the avoidance of doubt, SpinCo and its Subsidiaries).

For the avoidance of doubt, the Cogint Assets shall include all assets of or relating to any Cogint Benefit Plan, except to the extent expressly transferred under the Employee Matters Agreement (including to the SpinCo Entities), but shall not include the SpinCo Assets or any items expressly governed by the Tax Matters Agreement.

"Cogint Balance Sheet" means the pro forma consolidated balance sheet of Cogint, including the notes thereto, set forth in Schedule 1.2 hereof, which has been prepared as of the same date as the SpinCo Balance Sheet, that gives effect to the Internal Reorganization, the Transactions and the Spin-Off.

"Cogint Benefit Plan" has the meaning set forth in the Employee Matters Agreement.

"Cogint Cash" means cash, cash equivalents, and marketable securities (as determined in accordance with GAAP in a manner consistent with the Cogint Balance Sheet) of Cogint and the Cogint Subsidiaries as of 5:00 pm Eastern Time on the Business Day prior to the Business Transfer Time, that are (i) held in bank or securities accounts in the name of Cogint or one of the Cogint Subsidiaries and (ii) that can be distributed to Cogint and contributed to SpinCo without restriction under Contract or Law, excluding restrictions under (A) that certain Credit Agreement, dated December 8, 2015, as amended, by and between Fluent, LLC, a direct wholly owned subsidiary of Cogint, as Borrower, Cogint, certain subsidiaries of Cogint party thereto, the financial institutions party thereto, as lenders, and Whitehorse Finance, Inc., as Administrative Agent, or (B) the promissory notes issued by Cogint on December 8, 2015 and payable to each of Frost Gamma Investment Trust, Michael Brauser and Barry Honig.

"Cogint Entities" means the members of the Cogint Group.

"Cogint Group" means Cogint and each of its Subsidiaries, but excluding any member of the SpinCo Group.

"Cogint Indemnitees" means each Cogint Entity, its Affiliates, and all Persons who are or have been stockholders, directors, partners, managers, managing members, officers, agents or employees of a Cogint Entity or any of its Affiliates (in each case, in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns.

"Cogint Liabilities" means the Liabilities of the Cogint Group, including (a) all Liabilities primarily arising from or primarily related to the Fluent Business, (b) all Liabilities reflected as Liabilities of Cogint and the other Cogint Entities on the Cogint Balance Sheet and any Liabilities of Cogint or any other Cogint Entity accrued subsequent to the date of the Cogint Balance Sheet that, had they accrued on or before such date and been outstanding as of such date, would have been reflected on the Cogint Balance Sheet if prepared on a consistent basis, after taking into account the satisfaction of any such Liabilities subsequent to the date of the Cogint Balance Sheet, and (c) all Liabilities related to any Transaction Litigation, including with respect to directors and officers of Cogint related thereto; provided, that "Cogint Liabilities" shall not include (x) Taxes, which shall be governed by the Tax Matters Agreement or (y) any SpinCo Liabilities.

"Cogint Tech" means Cogint Technologies, LLC, a Delaware limited liability company.

"Company Restricted Stock Unit" has the meaning set forth in the Business Combination Agreement.

"Company Warrant" has the meaning set forth in the Business Combination Agreement.

"Consent" means any consent, approval, order or authorization of, filing or registration with, or notification to, any Person.

"Contract" means any written contract, subcontract, instrument, warranty, option, note, bond, mortgage, indenture, lease, license, sublicense, sales or purchase order or other legally binding obligation, commitment, agreement, arrangement or understanding, in each case as amended and supplemented from time to time.

"Derivative Securities" means any options, warrants or other rights or binding arrangements or commitments to acquire from Cogint, or that obligate Cogint to issue, any Cogint Common Stock, or any securities convertible into or exchangeable for shares of Cogint Common Stock.

"Employee Matters Agreement" means the Employee Matters Agreement dated as of the date hereof, by and between Cogint and SpinCo, substantially in the form attached as Exhibit A to this Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fluent" means Fluent LLC, a Delaware limited liability company

"Fluent Business" means the business of providing digital advertising and marketing services and solutions on behalf of advertisers, publishers, and advertising agencies, as conducted by Fluent and its Subsidiaries, whether before, at, or after the Business Transfer Time, in each case, other than the IDI Business.

"GAAP" means generally accepted accounting principles in the United States, applied on a consistent basis.

"Governmental Authority" means any government, governmental or quasi-governmental authority, or any regulatory entity or body, department, commission, board, agency, instrumentality, taxing authority, political subdivision, bureau, and any court, tribunal, or judicial body, in each case whether supranational, national, federal, state, municipal, county or provincial, and whether local or foreign.

"Group" means the Cogint Group or the SpinCo Group, as the context requires.

"Group Entities" means the members of the Cogint Group or the SpinCo Group, as the context requires.

"IDI Business" means (a) the risk management business of the SpinCo Group (b) any other business conducted by any member of the SpinCo Group and (c) any other business conducted primarily through the use of SpinCo Assets, whether before, at or after the Business Transfer Time.

"IDI Holdings" means IDI Holdings, LLC, a Delaware limited liability company.

"IDI Verified" means IDI Verified, LLC, a Delaware limited liability company.

"Information" means information, including books and records, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

"Insurance Proceeds" means those monies: (a) received by an insured from any insurance carrier or program; (b) paid by any insurance carrier on behalf of an insured or program; or (c) received (including by way of set-off) from any third party in the nature of insurance, contribution or indemnification in respect of any Liability, in each case, net of any deductible or retention amount or any other third-party costs or expenses incurred by the Indemnitor in obtaining such recovery, including any increased insurance premiums.

"Interactive Data" means Interactive Data, LLC, a Delaware limited liability company.

"Intercompany Agreements" means Contracts between or among any SpinCo Entity, on the one hand, and any Cogint Entity, on the other hand.

"Law" shall mean any and all applicable federal, state, local, municipal, foreign or other law, statute, constitution, ordinance, code, regulation, ruling or other legal requirement enacted, adopted, implemented or otherwise in effect by or under the authority of any Governmental Authority.

"Legal Proceeding" means any claim, action, charge, lawsuit, litigation, arbitration, hearing or proceeding that has been made public or of which written notice has been received, administrative enforcement proceeding or other similarly formal legal proceeding (including civil, criminal, administrative or appellate proceeding) commenced, brought, conducted or heard by or pending before any Governmental Authority, arbitrator, mediator or other tribunal.

"Liabilities" means any and all debts, obligations and other liabilities, including all contractual obligations, whether absolute or contingent, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any pending, threatened or contemplated Legal Proceeding (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys' fees and any and all costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any such pending, threatened or contemplated Legal Proceeding), any Law, order or consent decree of any Governmental Authority or any award of any arbitrator of any kind, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person.

"National Securities Exchange" means a securities exchange that has registered with the SEC under Section 6 of the Exchange Act, including the NASDAQ Capital Market.

"Net Cogint Cash" means an amount equal to (i) the Cogint Cash, less (ii) the Net Working Capital Shortfall, if any.

"Net Working Capital" means an amount in U.S. Dollars equal to the total book value of the combined consolidated current assets of the Fluent Business, minus the total book value of the combined consolidated current liabilities of the Fluent Business, in each case, calculated in accordance with GAAP in a manner consistent with past practices; provided, that, the following items shall be excluded from the calculation of the consolidated current assets and consolidated current liabilities of the Fluent Business: (i) cash and cash equivalents, (ii) current portion of long-term debt, (iii) related party balances, (iv) accrued interest, and (v) accrued severance. For the avoidance of doubt, all SpinCo Liabilities, any liability under the SpinCo Note, and any Company Transaction Expenses taken into account in the calculation of the Cash Dividend shall be excluded as liabilities for the purpose of determining Net Working Capital.

"Net Working Capital Percentage" means, for any three (3) month period, the average monthly Net Working Capital of the Fluent Business for such period, divided by the consolidated revenues for the Fluent Business over such period, in each case, calculated in accordance with GAAP in a manner consistent with past practice.

"Normalized Net Working Capital" means an amount equal to the Baseline Net Working Capital Percentage multiplied by the Cogint Closing Revenues.

"Person" means any individual, corporation (including any non-profit corporation), limited liability company, joint stock company, general partnership, limited partnership, limited liability partnership, estate, trust, firm, Governmental Authority or other enterprise, association, organization, entity or "group" (as defined in Section 13(d)(3) of the Exchange Act).

"Record Date" means the close of business on the date to be determined by the Cogint Board as the record date for determining stockholders of Cogint entitled to receive shares of SpinCo Common Stock in the Spin-Off.

"Record Holders" means the holders of Cogint Common Stock on the Record Date.

"Restricted Business" means performance-based digital advertising and marketing services and solutions on behalf of advertisers, publishers, and advertising agencies, as conducted by Fluent and its Subsidiaries as of the Business Transfer Time.

"SEC" means the United States Securities and Exchange Commission or any successor thereto.

"Securities Act" means the Securities Act of 1933, as amended.

"Spin-Off Date" means the date on which the Spin-Off to Cogint's stockholders is effective pursuant to the terms of this Agreement, which shall occur immediately prior to the Closing.

"SpinCo Assets" means:

(a) the SpinCo Transferred Assets;

(b) all interests of the SpinCo Subsidiaries immediately prior to the Closing (after giving effect to the Internal Reorganization);

(c) (i) all Assets reflected as assets of SpinCo and the other SpinCo Entities on the SpinCo Balance Sheet and (ii) any Assets acquired by or for SpinCo or any other SpinCo Entity subsequent to the date of the SpinCo Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the SpinCo Balance Sheet if prepared on a consistent basis, after taking into account any dispositions of any such Assets subsequent to the date of the SpinCo Balance Sheet;

(d) if issued, the SpinCo Note; and

(e) all other Assets not expressly covered in clauses (a) through (d) of this definition of "SpinCo Assets" that are owned, in whole or in part, by any SpinCo Entity immediately prior to the Closing (after giving effect to the Internal Reorganization) other than any Cogint Assets.

For the avoidance of doubt, the SpinCo Assets shall not include the Cogint Assets or any items expressly governed by the Tax Matters Agreement.

"SpinCo Assumed Liabilities" means the Liabilities listed in Schedule 1.3 and the Liabilities expressly assumed by or assigned to a member of the SpinCo Group under the Employee Matters Agreement.

"SpinCo Balance Sheet" means the pro forma consolidated balance sheet of SpinCo, including the notes thereto, set forth in Schedule 1.4 hereof, which has been prepared as of the same date as the Cogint Balance Sheet, that give effect to the Internal Reorganization, the Transactions, and the Spin-Off, and prepared on a consistent basis with, the Cogint Balance Sheet.

"SpinCo Entities" means the members of the SpinCo Group.

"SpinCo Group" means SpinCo and the SpinCo Subsidiaries.

"SpinCo Indemnitees" means each SpinCo Entity, its Affiliates, and all Persons who are or have been stockholders, directors, partners, managers, managing members, officers, agents or employees of a SpinCo Entity or any of its Affiliates (in each case, in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns.

"SpinCo Liabilities" means the Liabilities of the SpinCo Group, including (a) all Liabilities primarily arising from or primarily relating to the IDI Business, (b) all Liabilities reflected as Liabilities of the SpinCo Entities on the SpinCo Balance Sheet and any Liabilities of any SpinCo Entity accrued subsequent to the date of the SpinCo Balance Sheet that, had they accrued on or before such date and been outstanding as of such date, would have been reflected on the SpinCo Balance Sheet if prepared on a consistent basis, after taking into account the satisfaction of any such Liabilities subsequent to the date of the SpinCo Balance Sheet, (c) the SpinCo Assumed Liabilities and (d) all other Liabilities not constituting Cogint Liabilities; provided, that "SpinCo Liabilities" shall not include Taxes, which shall be governed by the Tax Matters Agreement.

"SpinCo Note" means the promissory note, a form of which is substantially attached hereto as Exhibit B, that may be issued by Cogint to SpinCo prior to the Business Transfer Time in accordance with the Step Plan.

"SpinCo Subsidiaries" means all direct and indirect Subsidiaries of SpinCo, after giving effect to the Internal Reorganization, which shall include IDI Holdings, Cogint Tech, IDI Verified and Interactive Data.

"SpinCo Transferred Assets" means the Assets listed in Schedule 1.5 and any Asset transferred to any member of the SpinCo Group by the Cogint Group under the Employee Matters Agreement.

"Subsidiary" of any Person means (i) a corporation more than 50% of the combined voting power of the outstanding voting stock of which is owned, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person or by such Person and one or more other Subsidiaries of such Person; (ii) a partnership of which such Person or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries thereof, directly or indirectly, is the general partner and has the power to direct the policies, management and affairs of such partnership; (iii) a limited liability company of which such Person or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries of such Person, directly or indirectly, is the managing member (or has the right to appoint a majority of the manager(s) of such company) and has the power to direct the policies, management and affairs of such company; or (iv) any other Person (other than a corporation, partnership or limited liability company) in which such Person or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries of such Person, directly or indirectly, has at least a majority ownership and the power to direct the policies, management and affairs thereof.

"Tax" or "Taxes" has the meaning set forth in the Tax Matters Agreement.

"Tax Matters Agreement" means the Tax Matters Agreement dated as of the date hereof by and between Cogint and SpinCo, substantially in the form attached hereto as Exhibit C.

"Tax Return" has the meaning set forth in the Tax Matters Agreement.

"Trademark Assignment" means a Trademark Assignment by and among Cogint and SpinCo to assign all of Cogint's rights in the COGINT name, trademark and service mark, and all related COGINT design marks, to SpinCo, substantially in the form attached hereto as Exhibit D.

"Transaction Litigation" has the meaning set forth in the Business Combination Agreement.

"Transactions" has the meaning set forth in the Business Combination Agreement.

TERMS DEFINED IN THIS AGREEMENT

Agreement	Preamble
Business Combination Agreement	Recitals
Business Transfer Time	Section 3.1
Cogint	Preamble
Cogint Board	Recitals
Cogint Common Stock	Recitals
Cogint Confidential Information	Section 6.10(b)
Cogint Group Employees	Section 6.11(a)
Cogint Released Persons	Section 5.1(a)
Competing Business	Section 6.11(d)
Guarantee	Section 4.6(a)
Indemnitee	Section 5.4(a)
Indemnitor	Section 5.4(a)
Indemnity Payment	Section 5.4(a)
Internal Reorganization	Recitals
Management Employment Agreements	Schedule 1.5
Net Working Capital Shortfall	Section 2.1(g)
Net Working Capital Statement	Section 2.1(g)
Omitted Services	Section 4.3(b)
Parent	Recitals
Pre-Closing Insurance Claims	Section 6.9(b)
Pre-Closing Insurance Policies	Section 6.9(a)
Representatives	Section 6.10(a)
Service Provider	Section 4.3(b)
Service Recipient	Section 4.3(b)

Shared Data	Section 4.8
Spin-Off	Recitals
Spin-Off Ratio	Section 4.2(a)
SpinCo	Preamble
SpinCo Common Stock	Recitals
SpinCo Confidential Information	Section 6.10(a)
SpinCo Group Employees	Section 6.11(b)
SpinCo Registration Statement	Section 4.3(a)
SpinCo Released Persons	Section 5.1(b)
Step Plan	Section 2.1(a)
Third-Party Claim	Section 5.5(a)
Third-Party Proceeds	Section 5.4(a)

ARTICLE II
THE INTERNAL REORGANIZATION

Section 2.1 Internal Reorganization. Except as provided in Section 2.2(b) and subject to the terms and conditions of this Agreement and effective as of the Business Transfer Time, to the extent not previously effected:

(a) the Parties shall cause the Internal Reorganization to be completed, subject to Section 2.2(b), in all respects in accordance with the plan and structure set forth on Schedule 2.1(a) (such plan and structure, the "Step Plan");

(b) the Parties shall execute and deliver, such bills of sale, quitclaim deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment and take such other corporate actions as are necessary to transfer to the SpinCo Group all of the right, title and interest to all SpinCo Assets and take all actions necessary to cause the SpinCo Group to assume all of the SpinCo Assumed Liabilities, in each case, in form and substance reasonably acceptable to Parent;

(c) the Parties shall execute and deliver, such bills of sale, quitclaim deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment and take such other corporate actions as are necessary to transfer to the Cogint Group all of the right, title and interest to all Cogint Assets, in each case, in form and substance reasonably acceptable to Parent;

(d) the Parties shall execute and record with the United States Patent and Trademark Office the Trademark Assignment and take such other corporate actions as are necessary to transfer to SpinCo all of the right, title and interest to the COGINT name, trademarks and service marks, provided that if any such trademark, names or service marks may not be assigned at such time, the Parties shall enter into an exclusive, irrevocable, royalty-free license or make such other arrangements as may be reasonably necessary to provide SpinCo with the exclusive right to use such trademark, names or service marks until such Trademark Assignment may be so filed, at SpinCo's sole expense;

(e) in the event that at any time or from time to time (whether prior to, at or after the Business Transfer Time), any member of the Cogint Group or the SpinCo Group, respectively, is the owner of, receives or otherwise comes to possess any SpinCo Asset or Cogint Asset, as the case may be, or any SpinCo Assumed Liability that is allocated to a member of the other Group pursuant to this Agreement or any Ancillary Agreement, the applicable Person shall promptly transfer, or cause to be transferred, such SpinCo Asset, Cogint Asset, or SpinCo Assumed Liability to the Person so entitled thereto or responsible therefor, and such Person shall assume the same, as applicable. Prior to any such transfer, such SpinCo Asset, Cogint Asset, or SpinCo Assumed Liability shall be held in accordance with Section 2.2(b);

(f) no later than 7:00 pm Eastern Time on the Business Day immediately prior to the Business Transfer Time, Cogint shall deliver to SpinCo and Parent, a certificate of the Chief Financial Officer of Cogint certifying the amount of Cogint Cash to be contributed to SpinCo in accordance with the Internal Reorganization, which certificate shall include all relevant backup materials with respect to such Cogint Cash;

(g) at least five (5) Business Days prior to the Business Transfer Time, Cogint will prepare and deliver to SpinCo (with copy to Parent) a statement certified by the Chief Financial Officer of Cogint, setting forth a good-faith estimate of the amount of (i) the Normalized Net Working Capital and the (ii) Net Working Capital as of the Business Transfer Time, calculated in accordance with GAAP in a manner consistent with the Cogint Balance Sheet (such estimate, the "Net Working Capital Statement") which statement shall include all relevant backup materials with respect to the calculation of the Normalized Net Working Capital and the Net Working Capital. If the Net Working Capital set forth on the Net Working Capital Statement is less than the Normalized Net Working Capital set forth on the Net Working Capital Statement, then the difference between the Net Working Capital and the Normalized Net Working Capital shall constitute the "Net Working Capital Shortfall";

(h) SpinCo hereby waives compliance by each and every member of the Cogint Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the SpinCo Assets to any member of the SpinCo Group; and

(i) Cogint hereby waives compliance by each and every member of the SpinCo Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Cogint Assets to any member of the Cogint Group.

Section 2.2 Consents.

(a) To the extent that the consummation of the Internal Reorganization or the Spin-Off requires any Consents from any third parties (including any Governmental Authorities), each Party shall use its reasonable best efforts to obtain promptly such Consents; provided, that with respect to Consents from third parties (other than Governmental Authorities) required under existing Contracts, such efforts shall not include any requirement or obligation to make any payment to any such third party or assume any Liability not otherwise required to be paid or

assumed by the applicable Party pursuant to the terms of an existing Contract or offer or grant any financial accommodation or other benefit to such third party not otherwise required to be made by the applicable Party pursuant to the terms of an existing Contract. The obligations set forth in this Section 2.2(a) shall terminate on the one (1)-year anniversary of the Spin-Off Date. Notwithstanding anything in this Section 2.2(a) to the contrary, nothing in this Agreement or any other Ancillary Agreement shall be construed as an attempt or agreement to transfer any SpinCo Asset, including any Contract, permit or other right, if an attempted transfer thereof, without the Consent of a third party (including any Governmental Authority), would constitute a breach or other contravention under any agreement to which any Cogint Entity or any SpinCo Entity is a party or any Law or by which any Cogint Entity or any SpinCo Entity is bound, or would in any way adversely affect the rights, upon transfer or otherwise, of any SpinCo Entity under such SpinCo Asset. For the avoidance of doubt, the required efforts and responsibilities of the Parties to seek (i) the CFIUS Approval and Consents with respect to Antitrust Laws (each as defined in the Business Combination Agreement), (ii) the Stockholder Consent (as defined in the Business Combination Agreement), and (iii) any other Consent expressly required in the Business Combination Agreement will be governed by the Business Combination Agreement.

(b) If the transfer or assumption (as applicable) of any SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset intended to be transferred or assumed (as applicable) is not consummated prior to or at the Business Transfer Time, whether as a result of the provisions of Section 2.2(a) or for any other reason (including any misallocated transfers subject to Section 2.1(d)), then, the Spin-Off shall, subject to the satisfaction of the conditions set forth in Article IV, nevertheless take place on the terms set forth herein, and, insofar as reasonably practicable (taking into account any applicable restrictions or considerations relating to the contemplated Tax treatment of the Transactions) and to the extent permitted by applicable Law, the Person retaining such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, (i) shall thereafter hold such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, in trust for the use and benefit and/or burden of the Person entitled thereto (and at such Person's sole expense) until the consummation of the transfer or assumption (as applicable) thereof (or as otherwise determined by Cogint and SpinCo, as applicable, in accordance with Section 2.2(a)); and (ii) use reasonable best efforts to take such other actions as may be reasonably requested by the Person to whom such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset is to be transferred or assumed (as applicable) (at the expense of the Person to whom such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset is to be transferred or assumed (as applicable)) in order to place such Person in substantially the same position as if such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, had been transferred or assumed (as applicable) as contemplated hereby and so that all the benefits and/or burdens relating to such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, including possession, use, risk of loss, potential for gain, any Tax liabilities in respect thereof and dominion, control and command over such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, are to inure from and after the Business Transfer Time to the Person to whom such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset is to be transferred or assumed (as applicable). Any Person retaining any SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset due to the deferral of the transfer or assumption (as applicable) of such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, shall not be required, in connection with the foregoing, to make any payments, assume any Liability, or offer or grant any accommodation or other benefit (financial or otherwise) to any third party, except to the extent that the Person entitled to the SpinCo Asset or Cogint Asset, or

responsible for the SpinCo Assumed Liability, agrees to reimburse and make whole the Person retaining a SpinCo Asset or Cogint Asset, or a SpinCo Assumed Liability, as applicable, to such Person's reasonable satisfaction, for any payment or other accommodation made by the Person retaining a SpinCo Asset or Cogint Asset, or a SpinCo Assumed Liability, as applicable, at the request of the Person entitled to the SpinCo Asset or Cogint Asset or responsible for the SpinCo Assumed Liability. The obligations set forth in this Section 2.2(b) shall terminate on the one (1)-year anniversary of the Spin-Off Date.

Section 2.3 Termination of Intercompany Agreements; Settlement of Intercompany Accounts.

(a) Except as set forth in Section 2.3(b) and Section 2.3(c), SpinCo, on behalf of itself and each other member of the SpinCo Group, on the one hand, and Cogint, on behalf of itself and each other member of the Cogint Group, on the other hand, shall terminate, effective as of the Business Transfer Time, any and all Intercompany Agreements. No such terminated Intercompany Agreement (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Business Transfer Time and all parties shall be released from all Liabilities thereunder. Each Party shall, at the reasonable request of any other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing. The Parties, on behalf of the members of their respective Groups, hereby waive any advance notice provision or other termination requirements with respect to such Intercompany Agreements.

(b) The provisions of Section 2.3(a) shall not apply to any of the following Intercompany Agreements (or to any of the provisions thereof):

(i) this Agreement and the Ancillary Agreements (and each other Contract expressly contemplated by this Agreement, the Business Combination Agreement or any Ancillary Agreement to be entered into or continued by any of the Parties or any of the members of their respective Groups);

(ii) any Contracts to which any Person other than the Parties and their respective Affiliates is a party; and

(iii) any confidentiality or non-disclosure agreements among any Cogint Entity, any SpinCo Entity and any of their respective employees, including any obligation not to disclose proprietary or privileged information.

(c) Settlement of Intercompany Accounts. Other than Liabilities for payment and/or reimbursement for costs and other fees and charges relating to goods or services provided by any Cogint Entity to any SpinCo Entity, or vice versa, prior to the Business Transfer Time in the ordinary course of business, including under the Intercompany Agreements described in Section 2.3(b) and except as otherwise expressly provided in this Agreement or any Ancillary Agreement, all intercompany receivables, payables, loans and other accounts between any Cogint Entity, on the one hand, and any SpinCo Entity, on the other hand, in existence as of immediately prior to the Business Transfer Time and after giving effect to the Internal Reorganization shall be extinguished by the applicable Cogint Entities and the applicable SpinCo Entities no later than the Business Transfer Time by (i) cancellation, forgiveness or release by the applicable obligor or (ii) one or a related series of payments, settlements, netting, distributions of and/or contributions to capital, in each case, as determined by Cogint and such that the SpinCo Entities, on the one hand, and the Cogint Entities, on the other hand, do not have any further Liability to one another in respect of such intercompany receivables, payables, loans and other accounts.

Section 2.4 No Representations and Warranties.

(a) EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THE INVESTMENT AGREEMENT OR ANY ANCILLARY AGREEMENT, SPINCO (ON BEHALF OF ITSELF AND MEMBERS OF THE SPINCO GROUP) ACKNOWLEDGES THAT NEITHER COGINT NOR ANY MEMBER OF THE COGINT GROUP MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE CONDITION OR THE VALUE OF ANY SPINCO ASSET, THE IDI BUSINESS OR THE AMOUNT OF ANY SPINCO LIABILITY; (B) THE FREEDOM FROM ANY LIEN ON ANY SPINCO ASSET; (C) THE ABSENCE OF DEFENSES OR FREEDOM FROM COUNTERCLAIMS WITH RESPECT TO ANY CLAIM TO BE TRANSFERRED TO OR ASSUMED BY SPINCO OR HELD BY A MEMBER OF THE SPINCO GROUP; OR (D) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THE INVESTMENT AGREEMENT OR ANY ANCILLARY AGREEMENT, SPINCO (ON BEHALF OF ITSELF AND MEMBERS OF THE SPINCO GROUP) FURTHER ACKNOWLEDGES THAT ALL OTHER WARRANTIES THAT COGINT OR ANY MEMBER OF THE COGINT GROUP GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THE INVESTMENT AGREEMENT OR ANY ANCILLARY AGREEMENT, ALL ASSETS, BUSINESSES AND LIABILITIES TO BE TRANSFERRED TO OR ASSUMED BY SPINCO SHALL BE TRANSFERRED WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY (WHETHER EXPRESS OR IMPLIED), AND ALL OF THE ASSETS, BUSINESSES AND LIABILITIES HELD BY THE SPINCO ENTITIES ARE HELD, “AS IS, WHERE IS,” AND, FROM AND AFTER THE BUSINESS TRANSFER TIME, SPINCO SHALL BEAR THE ECONOMIC AND LEGAL RISK THAT ANY SUCH TRANSFER OR ASSUMPTION SHALL PROVE TO BE INSUFFICIENT TO VEST IN SPINCO GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY LIEN OR ANY NECESSARY CONSENTS THAT ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS ARE NOT COMPLIED WITH (BUT SUBJECT TO COMPLIANCE BY COGINT WITH ITS OBLIGATIONS IN SECTIONS 2.1 AND 2.2). NONE OF THE COGINT ENTITIES OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE IN CONNECTION WITH THE DISTRIBUTION, OR EXECUTION, DELIVERY OR FILING OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(b) EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THE INVESTMENT AGREEMENT OR ANY ANCILLARY AGREEMENT, COGINT (ON BEHALF OF ITSELF AND MEMBERS OF THE COGINT GROUP) ACKNOWLEDGES THAT NEITHER SPINCO NOR ANY MEMBER OF THE SPINCO GROUP MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE CONDITION OR THE VALUE OF ANY COGINT ASSET, THE FLUENT BUSINESS OR THE AMOUNT OF ANY COGINT LIABILITY; (B) THE FREEDOM FROM ANY LIEN ON ANY COGINT ASSET; (C) THE ABSENCE OF DEFENSES OR FREEDOM FROM COUNTERCLAIMS WITH RESPECT TO ANY CLAIM TO BE TRANSFERRED TO OR ASSUMED BY COGINT OR HELD BY A MEMBER OF THE COGINT GROUP; OR (D) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THE INVESTMENT AGREEMENT OR ANY ANCILLARY AGREEMENT, COGINT (ON BEHALF OF ITSELF AND MEMBERS OF THE COGINT GROUP) FURTHER ACKNOWLEDGES THAT ALL OTHER WARRANTIES THAT SPINCO OR ANY MEMBER OF THE SPINCO GROUP GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THE INVESTMENT AGREEMENT OR ANY ANCILLARY AGREEMENT, ALL ASSETS, BUSINESSES AND LIABILITIES TO BE TRANSFERRED TO OR ASSUMED BY ANY COGINT ENTITY SHALL BE TRANSFERRED WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY (WHETHER EXPRESS OR IMPLIED), AND ALL OF THE ASSETS, BUSINESSES AND LIABILITIES HELD BY THE COGINT ENTITIES ARE HELD, "AS IS, WHERE IS," AND, FROM AND AFTER THE BUSINESS TRANSFER TIME, THE COGINT ENTITIES SHALL BEAR THE ECONOMIC AND LEGAL RISK THAT ANY SUCH TRANSFER OR ASSUMPTION SHALL PROVE TO BE INSUFFICIENT TO VEST IN COGINT GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY LIEN OR ANY NECESSARY CONSENTS THAT ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS ARE NOT COMPLIED WITH (BUT SUBJECT TO COMPLIANCE BY SPINCO WITH ITS OBLIGATIONS IN SECTIONS 2.1 AND 2.2). NONE OF THE SPINCO ENTITIES OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE IN CONNECTION WITH THE DISTRIBUTION, OR EXECUTION, DELIVERY OR FILING OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

ARTICLE III
CLOSING OF THE INTERNAL REORGANIZATION

Section 3.1 Business Transfer Time. Unless otherwise provided in this Agreement or in any Ancillary Agreement, and subject to the satisfaction or waiver of the conditions set forth in Article IV (other than those conditions that by their terms are to be satisfied at the Business Transfer Time, but subject to the satisfaction or waiver of such conditions), the effective time and date of each transfer or assumption (as applicable) of any SpinCo Asset, Cogint Asset, SpinCo Assumed Liability in accordance with Article II in connection with the Internal Reorganization shall be 12:01 a.m. Eastern Time on the Spin-Off Date (such time, the "Business Transfer Time").

Section 3.2 Business Transfer Time Deliveries.

(a) At the Business Transfer Time, Cogint shall deliver, or shall cause its applicable Subsidiaries to deliver, to SpinCo the following:

(i) in each case where any member of the Cogint Group is a party to any Ancillary Agreement to be entered into at the Business Transfer Time, a counterpart of such Ancillary Agreement duly executed by the member of the Cogint Group party thereto;

(ii) the SpinCo Note, if applicable;

(iii) all necessary documents of transfer and assumption described in Section 2.1; and

(iv) resignations of each individual who serves as an officer or director of any member of the SpinCo Group in his or her capacity as such and the resignations of any other Persons who will be an officer or employee of any member of the Cogint Group after the Business Transfer Time and who is a director or officer of any member of the SpinCo Group, to the extent requested by SpinCo at least five (5) Business Days prior to the Spin-Off Date.

(b) At the Business Transfer Time, SpinCo shall deliver, or shall cause its applicable Subsidiaries to deliver, as appropriate, to Cogint the following:

(i) in each case where any member of the SpinCo Group is a party to any Ancillary Agreement to be entered into at the Business Transfer Time, a counterpart of such Ancillary Agreement duly executed by the member of the SpinCo Group party thereto;

(ii) all necessary documents of transfer and assumption described in Section 2.1; and

(iii) resignations of each individual who serves as an officer or director of any member of the Cogint Group in his or her capacity as such and the resignations of any other Persons who will be an officer or employee of any member of the SpinCo Group after the Business Transfer Time and who is a director or officer of any member of the Cogint Group, to the extent requested by Cogint at least five (5) Business Days prior to the Spin-Off Date.

ARTICLE IV
THE SPIN-OFF

Section 4.1 Consummation of Spin-Off. The Cogint Board, in accordance with applicable Law, and the terms and conditions of the Business Combination Agreement, shall establish (or designate Persons to establish) the Record Date and the Spin-Off Date, and Cogint shall establish appropriate procedures in connection with, and to effectuate in accordance with applicable Law, the Spin-Off in accordance with the terms hereof and the terms and conditions of the Business Combination Agreement. All shares of SpinCo Common Stock held by Cogint on the Spin-Off Date shall be distributed in accordance with Section 4.2 and Section 4.5(b) hereof.

Section 4.2 Manner of Spin-Off.

(a) Subject to the terms thereof, in accordance with Section 4.5(b), each Record Holder shall be entitled to receive for each share of Cogint Common Stock held by such Record Holder as of the Record Date a number of shares of SpinCo Common Stock equal to (i) the total number of outstanding shares of SpinCo Common Stock held by Cogint as of the Spin-Off Date, divided by (ii) the sum of (A) the total number of shares of Cogint Common Stock outstanding and held by all Record Holders as of the Record Date (excluding any shares of restricted stock of Cogint which, by their terms, do not participate in such distribution), plus (B) the total number of shares of Cogint Common Stock underlying Company Warrants, Company Restricted Stock Units, and other Derivative Securities which, by their terms (and in accordance with their terms), are entitled to participate in such distribution as of the Closing, in each case, subject to any adjustment thereof in connection with any stock split or reverse stock split, as applicable (the "Spin-Off Ratio"). Cogint shall not distribute any fractional shares of SpinCo Common Stock to the Record Holders. Instead, the Agent shall aggregate fractional shares into whole shares, sell the whole shares in the open market at prevailing market prices and distribute the aggregate net cash proceeds of the sales pro rata to each holder who otherwise would have been entitled to receive a fractional share in the distribution. Recipients of cash in lieu of fractional shares shall not be entitled to any interest on the amounts of payment made in lieu of fractional shares.

(b) All outstanding equity compensation grants of Cogint Common Stock will be treated for purposes of the Spin-Off as set forth in the Employee Matters Agreement. All other Derivative Securities will be treated for purposes of the Spin-Off in accordance with their respective terms.

(c) None of the Parties, nor any of their Affiliates hereto shall be liable to any Person in respect of any shares of SpinCo Common Stock (or dividends or distributions with respect thereto) that are properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

Section 4.3 Cooperation and Filings Prepared in Connection with the Spin-Off.

(a) SpinCo shall cooperate with Cogint to accomplish the Spin-Off, including in connection with the preparation of all documents and the making of all filings required in connection with the Spin-Off. Cogint shall be permitted to reasonably direct and control the efforts of the Parties in connection with the Spin-Off (including the selection of an investment bank or manager in connection with the Spin-Off, as well as any financial printer, solicitation and/or exchange agent and financial, legal, accounting and other advisors for Cogint), and SpinCo shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all other things reasonably necessary to facilitate the Spin-Off as reasonably directed by Cogint in good faith and in accordance with the applicable terms and subject to the conditions of this Agreement, the Business Combination Agreement and all Ancillary Agreements, including preparing and filing the registration under the Securities Act or the Exchange Act of SpinCo Common Stock on an appropriate registration form or forms (which may be a Registration Statement on Form 10) to be determined by Cogint (including any amendment or supplement thereto, the "SpinCo Registration Statement").

(b) During the ninety (90) days after the Spin-Off Date, in the event that either SpinCo or Cogint (a "Service Recipient") identifies in writing to the other party (the "Service Provider") any services that were provided by the Service Provider or any of its Subsidiaries in respect of the business of the Service Recipient or any of its Subsidiaries prior to the Spin-Off and that are reasonably necessary to operate the business of the Service Recipient or any of its Subsidiaries in the manner conducted as of the Spin-Off Date ("Omitted Services"), the Parties will promptly negotiate in good faith the terms governing any such Omitted Service with respect to (i) the nature and description of such Omitted Service, (ii) the duration such Omitted Service will be provided and (iii) the fees for such Omitted Service.

(c) Cogint and SpinCo shall prepare and mail, prior to the Spin-Off Date, to the Record Holders, such information concerning the SpinCo Group and each of their respective business, operations and management, the Spin-Off and such other matters as Cogint shall reasonably determine and as may be required by Law.

(d) SpinCo shall, to the extent required under applicable Law, file with the SEC any such documentation and any requisite no action letters which Cogint determines is necessary or desirable to effectuate the Spin-Off and Cogint and SpinCo shall each use its reasonable best efforts to obtain all necessary approvals from the SEC with respect thereto as soon as practicable.

(e) Cogint and SpinCo shall take all such action as may be necessary or appropriate under the securities or "blue sky" Laws of the United States (and any comparable Laws under any foreign jurisdiction) in connection with the Spin-Off.

(f) From the date of this Agreement up to and including the Spin-Off Date, Cogint shall, with respect to the SpinCo Entities, and shall cause each of the SpinCo Entities, to operate substantially in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing and except as set forth in Schedule 4.3(f), or as permitted or required by the terms of this Agreement (including the Step Plan), the Employee Matters Agreement, the Tax Matters Agreement, or the Business Combination Agreement:

(i) Cogint shall not, and shall cause each member of the Cogint Group not to, (x) make, directly or indirectly, any transfer, sale, lease or other disposition of any assets or property to any member of the SpinCo Group or any purchase or acquisition of any property or assets from any member of the SpinCo Group, (y) enter into any other Contract, arrangement or transaction directly or indirectly with or for the benefit of any member of the SpinCo Group (including without limitation, guarantees and assumptions of obligations or Indebtedness (as defined in the Business Combination Agreement) of any member of the SpinCo Group), in each case, outside the ordinary course of business consistent with past practice or (z) permit the Net Working Capital to be less than zero; and

(ii) SpinCo shall not, and shall cause each member of the SpinCo Group not to, (x) make, directly or indirectly, any transfer, sale, lease or other disposition of any assets or property to any member of the Cogint Group or any purchase or acquisition of any property or assets from any member of the Cogint Group, or (y) enter into any other Contract, arrangement or transaction directly or indirectly with or for the benefit of any member of the Cogint Group (including without limitation, guarantees and assumptions of obligations or Indebtedness (as defined in the Business Combination Agreement) of any member of the Cogint Group), in each case, outside the ordinary course of business consistent with past practice.

Section 4.4 Conditions to the Spin-Off. The obligations of Cogint pursuant to this Agreement to effect the Spin-Off shall be subject to the fulfillment or waiver by Cogint with respect to the obligations of Cogint and SpinCo on or prior to the Spin-Off Date of the following conditions:

(a) each of the parties to the Business Combination Agreement shall have irrevocably confirmed to each other that each condition to such party's respective obligations to effect the Transactions in Article VII of the Business Combination Agreement has been satisfied or waived (other than the consummation of the Spin-Off and the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) and the Transactions will be consummated immediately following the Spin-Off on the Spin-Off Date; provided, that notwithstanding anything set forth in this Article IV to the contrary, the Parties agree that the Spin-Off Date shall occur on the same date as the Closing (but immediately prior in time thereto), as determined in accordance with the applicable terms and conditions of the Business Combination Agreement;

(b) the SpinCo Registration Statement shall have been declared effective by the SEC and shall be subject to no further comment, no stop order suspending the effectiveness of the SpinCo Registration Statement shall be in effect, and no proceedings for that purpose will be pending before or threatened by the SEC, and the Information Statement forming a part of the SpinCo Registration Statement shall have been mailed to all Record Holders.

(c) the SpinCo Common Stock to be delivered in the Spin-Off shall have been accepted for listing on a National Securities Exchange, subject to compliance with applicable listing requirements;

(d) no injunction by any court or other tribunal of competent jurisdiction shall have been entered and shall continue to be in effect and no Law shall have been adopted or be effective preventing consummation of the Spin-Off;

(e) Cogint and SpinCo shall have prepared and mailed to the Record Holders, such information concerning the SpinCo Group and each of their respective business, operations and management, the Spin-Off and such other matters as Cogint shall reasonably determine and as may be required by Law;

(f) Cogint and SpinCo shall have received any necessary permits and authorizations under the securities or "blue sky" Laws of the United States (and any comparable Laws under any foreign jurisdiction) in connection with the Spin-Off and all such permits and authorizations shall be in effect; and

(g) that certain Stockholders' Agreement, dated December 8, 2015, by and among IDI, Inc., Frost Gamma Investments Trust, Michael Brauser, Marlin Capital Investments, LLC, Derek Dubner, James Reilly, Ryan Schulke, Matthew Conlin, Sean Cullen, and Matthew Koncz shall have been terminated.

Section 4.5 Additional Matters.

(a) Tax Withholding. Cogint, SpinCo, or the transfer agent or the exchange agent in the Spin-Off, as applicable, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payments under the Code or any provision of local or foreign Tax Law. Any withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Persons otherwise entitled thereto. Further, Cogint, SpinCo, or the transfer agent or the exchange agent in the Spin-Off, as applicable, may, in Cogint's discretion, deduct and withhold from the Cash Dividend (as defined in the Business Combination Agreement) some or all of any amounts that are required to be withheld from the distribution of SpinCo shares in the Spin-Off and may, in Cogint's discretion, deduct and withhold from the shares of SpinCo distributed in the Spin-Off some or all of any amounts required to be withheld from the Cash Dividend (as defined in the Business Combination Agreement).

(b) Book Entry Form. Upon and following the consummation of the Spin-Off, Cogint, with the assistance of Agent, shall electronically issue shares of SpinCo Common Stock to each Record Holder or other recipient of SpinCo Common Stock by way of direct registration in book-entry form. The Agent will mail each Record Holder and such other recipient a book-entry account statement that reflects such Record Holder's or other recipient's SpinCo Common Stock.

Section 4.6 Release of Guarantees or Indemnity.

(a) SpinCo will use its reasonable best efforts to ensure that Cogint and/or any applicable member of the Cogint Group is released following the Spin-Off Date as guarantor of or obligor under any loan, guarantee, lease, Contract or other SpinCo Liability, including those set forth on Schedule 4.6 hereto in favor of SpinCo or any members of the SpinCo Group (each, a "Guarantee"). On or prior to the Spin-Off Date, to the extent required to obtain a release from any such Guarantee, and to the extent reasonably practicable, a SpinCo Entity will execute a Contract in the form of the existing Contract relating to such Guarantee or such other form as is reasonably agreed to by Cogint and Parent and the relevant parties to such Guarantee undertaking such obligation(s).

(b) If the Parties are unable to obtain, or to cause to be obtained, any such required removal as set forth in this Section 4.6 prior to the Spin-Off Date, (i) SpinCo will, and will cause the other members of the SpinCo Group to indemnify, defend and hold harmless each of the Cogint Indemnitees for any Liability arising from or relating to such Guarantee and will, as agent or subcontractor for the applicable Cogint Group guarantor or obligor, pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder, and (ii) SpinCo will not, and will cause the other members of the SpinCo Group not to, agree to renew or extend the term of, increase any obligations under, or transfer to a third Person, any Guarantee for which a member of the Cogint Group is or may be liable unless all obligations of the members of the Cogint Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to Cogint.

Section 4.7 Election of SpinCo Officers and Directors. Immediately prior to the Spin-Off Date, the officers and directors of SpinCo shall be as set forth on Schedule 4.7 hereto.

Section 4.8 Acknowledgement Regarding Data. Each Party acknowledges that the other has in their possession, has used in the past and will continue to use certain data previously provided to them by the other Party, and will continue to use similar data provided to them in the ordinary course of business by the other Party prior to the Business Transfer Time (the "Shared Data"). Each Party, on behalf of their respective Groups, hereby acknowledges and agrees that notwithstanding anything to the contrary set forth herein or in any Ancillary Agreement, each shall have the right, on a non-exclusive basis, to use (and continue to use) the Shared Data provided to such Party or its Group Entities for any purpose. Each Party acknowledges that the Shared Data has been provided "as is", without any warranty, expressed or implied, and that no Party shall have any liability whatsoever with respect to the Shared Data. This right shall be worldwide, royalty-free, non-transferable, non-revocable, and shall continue in perpetuity. Each Party hereby acknowledges and agrees that the other Party and its respective entities shall be under no obligation to update or supplement any such Shared Data after the Business Transfer Time in the absence of a written agreement to the contrary entered into after the Business Transfer Time.

ARTICLE V
MUTUAL RELEASES; INDEMNIFICATION

Section 5.1 Release of Pre-Business Transfer Time Claims.

(a) SpinCo Release. Except as provided in Section 5.1(c) and except with respect to matters subject to indemnification pursuant to Section 5.4, effective as of the Business Transfer Time, SpinCo does hereby, for itself and each wholly-owned SpinCo Entity and their respective Affiliates, predecessors, successors and assigns, remise, release and forever discharge each Cogint Entity, their respective Affiliates, successors and assigns, and all Persons that at any time prior to the Business Transfer Time have been stockholders, members, partners, directors, managers, officers, agents or employees of Cogint or any such wholly-owned Cogint Entity (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns (collectively, the "Cogint Released Persons"), from any and all Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any Contract, by operation of law or otherwise, existing or arising from or relating to any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Business Transfer Time, whether or not known as of the Business Transfer Time. SpinCo, for itself and each wholly-owned SpinCo Entity and their respective Affiliates, predecessors, successors and assigns, hereby agrees, represents and warrants that each such releasor realizes and acknowledges that factual matters now unknown to it or them may have given or may hereafter give rise to Liabilities which are presently unknown, unanticipated and unsuspected, and each of them further agree, represent and warrant that this Section 5.1(a) has been negotiated and agreed upon in light of that realization and that it and they each nevertheless hereby intend to release and discharge the Cogint Released Persons with regard to such unknown, unanticipated and unsuspected matters.

(b) Cogint Release. Except as provided in Section 5.1(c) and except with respect to matters subject to indemnification pursuant to Section 5.4, effective as of the Business Transfer Time, Cogint does hereby, for itself and each wholly-owned Cogint Entity and their respective Affiliates, predecessors, successors and assigns, remise, release and forever discharge each SpinCo Entity, their respective Affiliates, successors and assigns, and all Persons that at any time prior to the Business Transfer Time have been stockholders, members, partners, directors, managers, officers, agents or employees of SpinCo or any such SpinCo Entity (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns (collectively, the "SpinCo Released Persons"), from any and all Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any Contract, by operation of law or otherwise, existing or arising from or relating to any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Business Transfer Time, whether or not known as of the Business Transfer Time. Cogint, for itself and each wholly-owned Cogint Entity and their respective Affiliates, predecessors, successors and assigns, hereby agrees, represents and warrants that each such releasor realizes and acknowledges that factual matters now unknown to it or them may have given or may hereafter give rise to Liabilities which are presently unknown, unanticipated and unsuspected, and each of them further agree, represent and warrant that this Section 5.1(b) has been negotiated and agreed upon in light of that realization and that it and they each nevertheless hereby intend to release and discharge the SpinCo Released Persons with regard to such unknown, unanticipated and unsuspected matters.

(c) No Impairment. Notwithstanding any provision of this Agreement to the contrary, nothing contained herein releases or shall release any Person from (nor impairs or will impair any right of any Person to enforce the applicable agreements, arrangements, commitments or understandings relating to) (i) the obligations under this Agreement, the Business Combination Agreement, or any Ancillary Agreement, in each case in accordance with its terms, including without limitation (A) any Liability assumed, transferred, assigned, allocated or retained by or to the Group of which such Person is a member in accordance with this Agreement or any Ancillary Agreement or (B) any indemnification or contribution pursuant to this Agreement for claims brought against the Parties as provided herein, and, if applicable, the appropriate provisions of the Ancillary Agreements, (ii) any right of any Person to be indemnified and/or advanced expenses under any corporate or organizational document of any Party (including without limitation any Bylaws or Certificate of Incorporation of any Party) or any agreement or pursuant to applicable law, or to be covered under any applicable directors' and officers' liability insurance policies of any Party (including without limitation, any such directors' and officers' exculpation, indemnification and insurance provisions contained in and policies maintained in accordance with the Business Combination Agreement), (iii) any accrued and unpaid compensation or expense reimbursement of any employee, (iv) any terms of any existing employment agreements or arrangements (including without limitation any restrictive covenant provisions such as confidentiality, non-solicitation, non-competition and non-disparagement provisions) or restrictive covenant agreements amongst any member of any Group and any of its respective employees, contractors or agents, or (v) any rights of any equityholder of Cogint in its capacity as such, or under any agreement between such equityholder and any Cogint Entity or SpinCo Entity.

(d) No Legal Proceedings as to Released Pre-Business Transfer Time Claims. Following the Business Transfer Time, no Party hereto shall make or permit any other member of its Group to make, any claim or demand, or commence any Legal Proceeding asserting any claim or demand, including any claim of contribution or any indemnification, against any member of the Group of the other Party, or any other Person released pursuant to Section 5.1(a), with respect to any Liabilities released pursuant to Section 5.1(a), or any other Person released pursuant to Section 5.1(b), with respect to any Liabilities released pursuant to Section 5.1(b).

(e) General Intent. It is the intent of each of Cogint and SpinCo, by virtue of the provisions of this Section 5.1, to provide for a full and complete general release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Business Transfer Time, between or among SpinCo or any member of the SpinCo Group, on the one hand, and Cogint or any member of the Cogint Group, on the other hand, except as expressly set forth in Section 5.1(c). At any time, at the request of any other Party, each Party shall cause each member of its Group to execute and deliver releases reflecting the provisions hereof.

Section 5.2 Indemnification by the SpinCo Group. Without limiting or otherwise affecting the indemnity or limitations of liability provisions of the Ancillary Agreements, from and after the Business Transfer Time, SpinCo, and each member of the SpinCo Group shall, on a joint and several basis, indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless the Cogint Indemnitees from and against, and shall reimburse such Cogint Indemnitees with respect to, any and all Liabilities that result from, relate to or arise, whether prior to, at or following the Business Transfer Time, out of any of the following items (without duplication):

(a) the IDI Business, including any failure of SpinCo or any other member of the SpinCo Group or any other Person to pay, perform, fulfill, discharge and, to the extent applicable, comply with, promptly and in full, any Liability relating to, arising out of or resulting from the IDI Business;

(b) the SpinCo Assets and SpinCo Liabilities;

(c) any breach by SpinCo or any other member of the SpinCo Group of any agreement or obligation to be performed by such Persons pursuant to this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein (which, including any limitation of liability contained therein, shall be controlling); and

(d) the enforcement by the Cogint Indemnitees of their rights to be indemnified, defended and held harmless under this Section 5.2.

Section 5.3 Indemnification by Cogint. Without limiting or otherwise affecting the indemnity or limitation of liability provisions of the Ancillary Agreements, from and after the Business Transfer Time, Cogint, and each member of the Cogint Group shall, on a joint and several basis, indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless the SpinCo Indemnitees from and against, and shall reimburse such SpinCo Indemnitees with respect to, any and all Liabilities that result from, relate to or arise, whether prior to or following the Business Transfer Time, out of any of the following items (without duplication):

(a) the Fluent Business, including any failure of Cogint or any other member of the Cogint Group or any other Person to pay, perform, fulfill, discharge and, to the extent applicable, comply with, promptly and in full any Liability relating to, arising out of or resulting from the Fluent Business;

(b) the Cogint Assets and the Cogint Liabilities;

(c) any breach by Cogint or any other member of the Cogint Group of any agreement or obligation to be performed by such Persons pursuant to this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein (which, including any limitations on liability contained therein, shall be controlling); and

(d) the enforcement by the SpinCo Indemnitees of their rights to be indemnified, defended and held harmless under this Section 5.3.

Section 5.4 Indemnification Obligations Net of Insurance Proceeds and Other Amounts; No Right to Subrogation.

(a) The Parties intend that any Liability subject to indemnification or reimbursement pursuant to this Agreement shall be net of (i) Insurance Proceeds received that actually reduce the amount of the Liability for which indemnification is sought or (ii) other amounts recovered from any third party that actually reduce the amount of, or are paid to the applicable Indemnitee in respect of, such Liability ("Third-Party Proceeds"). Accordingly, the amount which any Party (the "Indemnitor") is required to pay to any Person entitled to indemnification or reimbursement under Section 5.2 or Section 5.3 of this Agreement (the "Indemnitee") shall be reduced by any Insurance Proceeds or Third-Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee in reduction of the related Liability. If the Indemnitee receives a payment (an "Indemnity Payment") required by this Agreement from the Indemnitor in respect of any Liability and subsequently receives Insurance Proceeds or Third-Party Proceeds, then the Indemnitee shall promptly pay to the Indemnitor an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third-Party Proceeds had been received, realized or recovered before the Indemnity Payment was made. Any Party that may be entitled to any Insurance Proceeds and/or Third Party Proceeds and shall use its reasonable efforts to seek and recover such Insurance Proceeds or other Third Party Proceeds.

(b) Notwithstanding anything to the contrary set forth herein, an insurer that would otherwise be obligated to defend or make payment in response to any claim (whether under this Agreement or the Business Combination Agreement) shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification or other provisions hereof, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other third party shall be entitled to any benefit that it would not be entitled to receive in the absence of the indemnification or assumption provisions of this Agreement by virtue of the indemnification or assumption provisions hereof.

Section 5.5 Procedures for Defense, Settlement and Indemnification of Third-Party Claims.

(a) If the Indemnitee receives notice or otherwise becomes aware that a Person (including any Governmental Authority) other than a Cogint Entity or a SpinCo Entity has asserted any claim or commenced a Legal Proceeding (other than claims or Legal Proceedings relating to Taxes, which shall be governed by the Tax Matters Agreement) for which the Indemnitee may be entitled to indemnification under this Agreement or any Ancillary Agreement (other than the Tax Matters Agreement) (collectively, a "Third-Party Claim"), then the Indemnitee shall notify the Indemnitor in writing as promptly as practicable thereafter. Any such notice shall describe the Third-Party Claim in reasonable detail and include any relevant written correspondence from the third party regarding the Third-Party Claim. If the Indemnitee does not provide this notice of a Third-Party Claim, then the Indemnitor shall not be relieved of its indemnification obligations under this Article V, except to the extent that the Indemnitor is actually materially prejudiced as a result of such Indemnitee's failure to give timely notice. The Indemnitee shall deliver copies of all documents it receives regarding the Third-Party Claim to the Indemnitor promptly (and in any event within five (5) Business Days) after the Indemnitee receives them.

(b) With respect to any Third-Party Claim:

(i) Unless the Parties otherwise agree and subject to the cooperation and consultation rights and obligations of the Parties described in Section 5.6, to the extent applicable, within thirty (30) days after the Indemnitor receives notice of a Third-Party Claim in accordance with Section 5.5(a), the Indemnitor shall have the right to assume the defense of the Third-Party Claim (and, unless the Indemnitor has specified any reservations or exceptions and subject to this Section 5.5(b), seek to settle or compromise such Third-Party Claim), at its expense and with its counsel; provided, however, that the defense of such Third-Party Claim by the Indemnitor (A) shall not, in the reasonable determination of the Indemnitee, affect the Indemnitee or any of its controlled Affiliates in a materially adverse manner (and, for the avoidance of doubt, any Third-Party Claim relating to or arising in connection with any criminal proceeding, Legal Proceeding, indictment, allocation or investigation against Cogint or its Affiliates shall be deemed materially adverse to Cogint, and any Third-Party Claim relating to or arising in connection with any criminal proceeding, Legal Proceeding, indictment, allocation or investigation against SpinCo or its Affiliates shall be deemed materially adverse to SpinCo), (B) shall with respect to such Third-Party Claim solely seek (and continue to seek) monetary damages and not equitable relief and (C) shall not, in the reasonable determination of the Indemnitee's counsel, result in a conflict between the positions of the Indemnitor and Indemnitee in conducting such defense. The Indemnitee may, at its expense, employ separate counsel and participate in (but not control) the defense, compromise, or settlement of the Third-Party Claim with respect to which the Indemnitor has assumed the defense. However, the Indemnitor shall pay the fees and expenses of counsel that the Indemnitee engages for any period during which the Indemnitor has not assumed (or is prohibited from assuming) the defense of the Third-Party Claim (other than for any period in which the Indemnitee did not notify the Indemnitor of the Third-Party Claim as required by Section 5.5(a)).

(ii) No Indemnitor shall consent to entry of a judgment or settle a Third-Party Claim without the applicable Indemnitee's consent, which consent shall not be unreasonably withheld or delayed. However, the Indemnitee shall consent to entry of a judgment or a settlement if it (A) does not include a finding or admission by the Indemnitee of a violation of Law or the rights of any Person, (B) involves only monetary relief which the Indemnitor has agreed to pay and could not reasonably be expected to have a material adverse impact (financial or nonfinancial) on the Indemnitee, or any of its Subsidiaries or Affiliates and (C) includes a full and unconditional release of the Indemnitee. The Indemnitee shall not be required to consent to entry of a judgment or a settlement if it would permit an injunction, declaratory judgment, other order or other non-monetary relief to be entered, directly or indirectly, against any Indemnitee.

(c) No Indemnitee shall admit any Liability with respect to, or settle, compromise or discharge, a Third-Party Claim without the Indemnitor' s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), unless the Indemnitee releases the Indemnitor of such Indemnitor's indemnification obligations with respect to such Third-Party Claim.

Section 5.6 Additional Matters.

(a) With respect to any Third-Party Claim for which any SpinCo Entity, on the one hand, and any Cogint Entity, on the other hand, may have Liability under this Agreement or any of the Ancillary Agreements, the Parties agree to cooperate fully and maintain a joint defense (in a manner that shall preserve the attorney-client privilege, joint defense or other privilege with respect thereto) so as to seek to minimize such Liabilities and defense costs associated therewith. The Party that is not responsible for managing the defense of such Third-Party Claims shall, upon reasonable request, be consulted with respect to significant matters relating thereto and may retain counsel to monitor or assist in the defense of such claims at its own cost.

(b) In the event of a Legal Proceeding that involves solely matters that are indemnifiable and in which (i) the Indemnitor is not a named defendant or (ii) any Indemnitee is a named defendant along with the Indemnitor, if either the Indemnitee or the Indemnitor so requests, the Parties shall endeavor, in the case of clause (i), to substitute the Indemnitor for the named defendant and, in the case of clause (ii), cause the Indemnitee to be removed as a named defendant. If such substitution, addition or removal cannot be achieved for any reason or is not requested, the rights and obligations of the Parties regarding indemnification and the management of the defense of claims as set forth in this Article V shall not be affected.

Section 5.7 Contribution.

(a) If the indemnification provided for under this Agreement is judicially determined to be unavailable, or insufficient to hold harmless the Indemnitee in respect of any indemnifiable Liability, then the Indemnitor, in lieu of indemnifying such Indemnitee, shall contribute to the amount paid or payable by the Indemnitee as a result of such Liabilities. The amount contributed by the Indemnitor shall be in such proportion as reflects the relative fault of the Indemnitor and the Indemnitee in connection with the actions or omissions resulting in the Liability and any other relevant equitable considerations.

(b) The Parties agree that any method of allocation of contribution under this Section 5.7 shall take into account the equitable considerations referred to in Section 5.7(a). The amount paid or payable by the Indemnitee to which the Indemnitor shall contribute shall include any legal or other expenses reasonably incurred by the Indemnitee to investigate any claim or defend any Legal Proceeding. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 5.8 Exclusive Remedy.

(a) Each of SpinCo and Cogint intends and hereby agrees that this Article V sets forth the exclusive remedies and rights of the Parties following the Business Transfer Time in respect of the matters indemnified under this Article V, except that nothing contained in this Section 5.8 will impair any right of any Person (i) to specific performance under this Agreement, (ii) to equitable relief as provided in Section 7.15 hereof, and (iii) to enforce any rights and remedies provided in Ancillary Agreements.

(b) Notwithstanding anything to the contrary set forth herein, indemnification, limitations on remedies and limitations on liabilities with respect to (i) the Ancillary Agreements and (ii) any agreements or arrangements entered into after the Business Transfer Time between any member of the SpinCo Group or any of their respective Affiliates, on the one hand, and any member of the Cogint Group or any of their respective Affiliates, on the other hand, in each case, shall be governed by the terms of such agreements or arrangements and not by this Article V.

Section 5.9 Survival of Indemnities. The rights and obligations of Cogint and SpinCo and their respective Indemnitees under this Article V shall survive the Business Transfer Time and the sale or other transfer by any Party of any Assets or businesses or the assignment by any Party of any Liabilities. The indemnity agreements contained in this Article V shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of any Indemnitee and (b) the knowledge by the Indemnitee of Liabilities for which it might be entitled to indemnification hereunder.

Section 5.10 Limitations of Liability. Except as may expressly be set forth in this Agreement, in no event shall Cogint, SpinCo or any member of their respective Groups have any Liability to the other or to any other member of the other's Group, or to any other Cogint Indemnitee or SpinCo Indemnitee, as applicable, under this Agreement (a) to the extent that any such Liability resulted from any willful violation of Law or fraud by the party seeking indemnification or (b) for any indirect or punitive damages or any damages that are not, as of the Business Transfer Time, reasonably foreseeable (other than to the extent that the Indemnitee is liable for such damages under an order issued by a Governmental Authority in connection with a Third-Party Claim).

ARTICLE VI
ADDITIONAL AGREEMENTS

Section 6.1 Further Assurances. Subject to the limitations of Section 2.2 and the other terms and conditions of this Agreement, each party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing or causing to be done, all things necessary, proper or advisable under this

Agreement and applicable Laws to consummate the transactions contemplated by this Agreement as soon as practicable. Without limiting the foregoing, where the cooperation of third parties such as insurers or trustees would be necessary in order for a Party to completely fulfill its obligations under this Agreement or the Ancillary Agreements, such Party will use commercially reasonable efforts to cause such third Parties to provide such cooperation. If any Subsidiary of Cogint or SpinCo is not a party to this Agreement or, as applicable, any Ancillary Agreement, and it becomes necessary or desirable for such Subsidiary to be a party hereto or thereto to carry out the purpose hereof or thereof, then Cogint or SpinCo, as applicable, will cause such Subsidiary to become a party hereto or thereto or cause such Subsidiary to undertake such actions as if such Subsidiary were such a party.

Section 6.2 Agreement for Exchange of Information.

(a) Except for any request for Information relating to any Legal Proceeding or threatened Legal Proceeding by any Cogint Entity or SpinCo Entity against any member of the other's Group (which shall be governed by such discovery rules as may be applicable thereto), and subject to Section 6.2(b), each of Cogint and SpinCo, on behalf itself and the members of its respective Group, shall use reasonable efforts to provide, to the other Group, at any time prior to, on or after the Business Transfer Time, as soon as reasonably practicable after written request therefor, any Information in the possession or under the control of the members of such Group that the requesting party reasonably requests (i) in connection with reporting, disclosure, filing or other requirements imposed on the requesting party (including under applicable securities or Laws in respect of Taxes) by a Governmental Authority having jurisdiction over the requesting party, (ii) for use in any other judicial, regulatory, administrative, Tax, insurance or other proceeding or in order to satisfy audit, accounting, claims, regulatory, investigation, litigation, Tax or other similar requirements, or (iii) to comply with its obligations under this Agreement, any Ancillary Agreement, any agreement listed in Section 2.3(b) or any other agreements or arrangements entered into prior to the Business Transfer Time with respect to which the requesting party requires Information from the other Party in order to fulfill the requesting party's obligations under such agreement or arrangement. The receiving party may use any Information received pursuant to this Section 6.2(a) solely to the extent reasonably necessary to satisfy the applicable obligations or requirements described in the immediately preceding sentence and shall otherwise take reasonable steps to protect such Information. Nothing in this Section 6.2 may be construed as obligating a Party to create Information not already in its possession or control.

(b) If any Party determines that the exchange of any Information pursuant to Section 6.2(a) is reasonably likely to violate any Law or Contract, or waive or jeopardize any attorney-client privilege, or attorney work-product protection, then such party shall not be required to provide access to or furnish such Information to the other Party; provided, however, that the Parties shall take all reasonable measures to permit compliance with Section 6.2(a) in a manner that avoids any such violation, waiver or jeopardy. Cogint and SpinCo intend that any provision of access to or the furnishing of Information that would otherwise be within the ambit of any legal privilege shall not operate as a waiver of such privilege.

Section 6.3 Ownership of Information. The provision of Information pursuant to Section 6.2 shall not grant or confer rights of license or otherwise in any such Information.

Section 6.4 Compensation for Providing Information. Except as otherwise set forth in any Ancillary Agreement, the party requesting Information pursuant to Section 6.2 agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, actually incurred in seeking, creating, gathering, copying and delivering such Information, to the extent that such costs are incurred for the benefit of the requesting Party.

Section 6.5 Record Retention. To facilitate the possible exchange of Information pursuant to this Article VI and other provisions of this Agreement from and after the Spin-Off Date, each Party agrees to use its reasonable efforts to retain all Information in accordance with its record retention policy as in effect immediately prior to the Spin-Off Date or as modified in good faith thereafter; provided, that to the extent that any Ancillary Agreement provides for a longer retention period for certain Information, such longer period shall control. Cogint shall be entitled to retain a copy of the books and records of the SpinCo Group relating to periods prior to the Closing; provided, that to the extent required to satisfy Cogint's legal or Contractual obligations, Cogint shall be entitled to retain original books and records relating to such periods, and shall provide SpinCo with a copy of all such retained books and records. In the case of any Information relating to a pending or threatened Legal Proceeding (including any pending or threatened investigation by a Governmental Authority) subject to a "litigation hold" known to any member of the Group that possesses relevant documents or records, such member shall issue and comply (or cause the applicable members of its Group to comply) with the requirements of such "litigation hold." Notwithstanding the foregoing, Section 6.02 of the Tax Matters Agreement shall govern the retention of Tax Returns, schedules and work papers and all material records or other documents relating thereto. No Party shall have any liability to any other Party if any Information is destroyed after reasonable efforts by such party to comply with the provisions of this Section 6.5.

Section 6.6 Other Agreements Providing for Exchange of Information. The rights granted and obligations imposed under this Article VI shall be subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in any Ancillary Agreement.

Section 6.7 Production of Witnesses; Records; Cooperation. From and after the Business Transfer Time, except in the case of any Legal Proceeding or threatened Legal Proceeding by any Cogint Entity or SpinCo Entity against any member of the other's Group (which shall be governed by such discovery rules as may be applicable thereto), each Party, shall (a) cooperate and consult in good faith as reasonably requested in writing by the other Party with respect to (i) any Legal Proceeding, or (ii) any audit or any other legal requirement, in each case, whether relating to this Agreement or any Ancillary Agreement or any of the transactions contemplated hereby or thereby or otherwise, and (b) use reasonable efforts to make available to such other party the former, current and future directors, managers, officers, employees, other personnel and agents of the members of its respective Group (whether as witnesses or otherwise) and any books, records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, managers, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection therewith. Notwithstanding the foregoing, this Section 6.7 does not require a Party to take any step that would materially interfere, or that it reasonably determines could materially interfere, with its business. The requesting Party agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, incurred in connection with a request under this Section 6.7.

Section 6.8 Privilege; Conflicts of Interest.

(a) The parties recognize that legal and other professional services that have been and will be provided prior to the Business Transfer Time have been and will be rendered for the collective benefit of each of the members of the Cogint Group and the SpinCo Group, and that each of the members of the Cogint Group and the SpinCo Group should be deemed to be the client with respect to such services for the purposes of asserting all privileges which may be asserted under applicable Law in connection therewith.

(b) The parties agree as follows:

(i) Cogint shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with any privileged Information that relates solely to the Fluent Business and not to the IDI Business, whether or not the privileged Information is in the possession or under the control of any member of the Cogint Group or any member of the SpinCo Group. Cogint shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with any privileged Information that relates solely to any Cogint Liabilities resulting from any Legal Proceedings that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the Cogint Group or any member of the SpinCo Group; and

(ii) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with any privileged Information that relates solely to the IDI Business and not to the Fluent Business, whether or not the privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the Cogint Group. SpinCo shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with any privileged Information that relates solely to any SpinCo Liabilities resulting from any Legal Proceedings that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the Cogint Group.

(c) Subject to the restrictions set forth in this Section 6.8, the parties agree that they shall have a shared privilege, each with equal right to assert or waive any such shared privilege, with respect to all privileges not allocated pursuant to Section 6.8(b) and all privileges relating to any Legal Proceedings or other matters that involve both the Cogint Group and the SpinCo Group and in respect of which both parties have Liabilities under this Agreement, and that no such shared privilege or immunity may be waived by either party without the consent of the other party.

(d) In the event of any Legal Proceedings between Cogint and SpinCo, or any members of their respective Groups, either party may waive a privilege in which the other party or member of such other party's Group has a shared privilege, without obtaining consent pursuant to Section 6.8(c); provided, that such waiver of a shared privilege shall be effective only as to the use of Information with respect to the Legal Proceeding between the parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared privilege with respect to any third Person.

(e) If any dispute arises between Cogint and SpinCo, or any members of their respective Groups, regarding whether a privilege should be waived to protect or advance the interests of either the Cogint Group or the SpinCo Group, each party agrees that it shall (i) negotiate with the other party in good faith, (ii) endeavor to minimize any prejudice to the rights of the other party and (iii) not unreasonably withhold, condition or delay consent to any request for waiver by the other party. Further, each party specifically agrees that it will not withhold its consent to the waiver of a privilege for any purpose except to protect its own legitimate interests.

(f) In furtherance of the parties' agreement under this Section 6.8, Cogint and SpinCo shall, and shall cause applicable members of their respective Group to, maintain their respective separate and joint privileges, including by entering into joint defense and common interest agreements where necessary or useful for this purpose.

Section 6.9 Insurance.

(a) Except as otherwise provided in any other Ancillary Agreement, from and after the Business Transfer Time, the SpinCo Entities shall cease to be insured by the Cogint Group's insurance policies or by any of their self-insured or captive insurance programs, except with respect to insurance policies providing coverage on an occurrence basis, including defense and indemnity benefits attributable to or arising from or under such policies or programs (such policies or programs, the "Pre-Closing Insurance Policies"). Any Cogint Entity may, to be effective at the Business Transfer Time, amend any insurance policies in the manner they deem appropriate to give effect to this Section 6.9; provided, that in no event shall a Cogint Entity be permitted to amend any insurance policy in any manner which would eliminate, reduce or otherwise limit coverage for any occurrence or action that occurred prior to the Spin-Off if such coverage was then available. Other than as stated in the foregoing sentences of this Section 6.9(a), from and after the Business Transfer Time, SpinCo shall be responsible for securing all insurance it considers appropriate for its operation of the SpinCo Entities and the IDI Business and for promptly providing evidence thereof, as may be required, to third parties under any Contract or lease; provided, that notwithstanding the foregoing, each of Cogint and SpinCo shall comply (and shall cause the members of its Group to comply) with the applicable requirements relating to insurance matters set forth in the Ancillary Agreements.

(b) From and after the Business Transfer Time, SpinCo shall not, and shall cause the members of its Group not to, assert any right, claim or interest in, to or under any Pre-Closing Insurance Policies, other than any right, claim or interest that existed prior to the Business Transfer Time. From and after the Business Transfer Time, in the event any SpinCo Entity incurs any Liabilities covered by "occurrence form" Pre-Closing Insurance Policies ("Pre-Closing Insurance Claims"), and notifies Cogint and/or the insurer of such Pre-Closing Insurance Policies, in accordance with the notice provisions of such policies of such Pre-Closing Insurance Claim, Cogint shall, or shall cause its applicable Subsidiaries to, submit such Pre-Closing Insurance Claim to the applicable insurer following such notification. To the extent not covered by or payable under Pre-Closing Insurance Policies, SpinCo shall be solely responsible to Cogint and its Subsidiaries

for all costs, expenses and fees in connection with any Pre-Closing Insurance Claim, and for any deductibles, retentions, premium increases on any Pre-Closing Insurance Policies which are attributable to any Pre-Closing Insurance Claims submitted pursuant to this Section 6.9(b). SpinCo shall, and shall cause the members of its Group to, reasonably cooperate with Cogint or its applicable Subsidiaries or the applicable insurer in the investigation, contesting, defense or settlement of such Pre-Closing Insurance Claim. For the avoidance of doubt, (i) any Liabilities involving or related to Pre-Closing Insurance Claims that are in excess of insurance coverage therefor (net of any retention amounts, recovery costs, increases in premium and related deductible payable by Cogint or its Subsidiaries in connection therewith) under applicable Pre-Closing Insurance Policies shall not be the responsibility of Cogint or its Subsidiaries, unless otherwise required by this Agreement, including the provisions of Article V, (ii) Cogint or its Subsidiaries shall have the right, subject to the terms and provisions of the applicable Pre-Closing Insurance Policy, to investigate, contest, assume the defense of or settle any Pre-Closing Insurance Claim and (iii) any amounts paid by an insurer and/or received by the SpinCo Group pursuant to this Section 6.9(b) shall not constitute indemnifiable Liabilities under Article V, and the SpinCo Group shall have no right to indemnification under Article V with respect to any such amounts. Furthermore, to the extent any Pre-Closing Insurance Claim has been brought under a Pre-Closing Insurance Policy by Cogint or its Subsidiaries, SpinCo shall, and shall cause the members of its Group to, from and after the Business Transfer Time, reasonably cooperate with Cogint or such Subsidiaries in the investigation, contesting, defense or settlement of any such Pre-Closing Insurance Claim.

(c) Subject to Cogint's compliance with the applicable terms of this Section 6.9, the Cogint Group shall have no Liability to the SpinCo Group whatsoever as a result of the insurance policies and practices of the Cogint Group as in effect at any time, including as a result of the level or scope of any such insurance, the creditworthiness of any insurance carrier, the terms and conditions of any policy, or the adequacy or timeliness of any notice to any insurance carrier with respect to any claim or potential claim or otherwise.

Section 6.10 Confidentiality.

(a) From and after the Business Transfer Time, subject to Section 6.10(c) and except as contemplated by or otherwise provided in this Agreement or any other Ancillary Agreement, Cogint shall not, and shall cause each of the members of the Cogint Group and their respective Affiliates, directors, officers, employees, consultants, agents, representatives and advisors (collectively, "Representatives"), not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person other than Representatives of such party or of its Affiliates who reasonably need to know such information in providing services to any member of the Cogint Group, any SpinCo Confidential Information. If any disclosures are made to any member of the Cogint Group in connection with any services provided to a member of the SpinCo Group under this Agreement or any other Ancillary Agreement, then the SpinCo Confidential Information so disclosed shall be used only as required in connection with the receipt of such services. Cogint shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the SpinCo Confidential Information by any of its Representatives as it currently uses for its own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 6.10(a), any Information, material or documents relating to the IDI Business currently or formerly conducted, or proposed to be conducted, by any member of the

SpinCo Group furnished to, or in possession of, Cogint, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by Cogint or its officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is referred to herein as "SpinCo Confidential Information." SpinCo Confidential Information does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a disclosure by any member of the Cogint Group not otherwise permissible hereunder, (ii) Cogint can demonstrate became available to any member of the Cogint Group after the Business Transfer Time from a source other than any member of the Cogint Group, SpinCo Group or their respective Affiliates or (iii) is developed independently by any member of the Cogint Group without reference to the SpinCo Confidential Information; provided, however, that, in the case of clause (ii), the source of such information was not known by any member of the Cogint Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, SpinCo or any member of the SpinCo Group with respect to such information.

(b) From and after the Business Transfer Time, subject to Section 6.10(c) and except as contemplated by this Agreement or any other Ancillary Agreement, SpinCo shall not, and shall cause each of the members of the SpinCo Group and their respective Affiliates and Representatives, not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person other than Representatives of such party or of its Affiliates who reasonably need to know such information in providing services to SpinCo or any member of the SpinCo Group, any Cogint Confidential Information. If any disclosures are made to any member of the SpinCo Group in connection with any services provided to a member of the SpinCo Group under this Agreement or any other Ancillary Agreement, then the Cogint Confidential Information so disclosed shall be used only as required in connection with the receipt of such services. The SpinCo Group shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the Cogint Confidential Information by any of their Representatives as they use for their own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 6.10(b), any Information, material or documents relating to the businesses currently or formerly conducted, or proposed to be conducted, by Cogint or any of its Affiliates (other than any member of the SpinCo Group) furnished to, or in possession of, any member of the SpinCo Group, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by SpinCo, any member of the SpinCo Group or their respective officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "Cogint Confidential Information." Cogint Confidential Information does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a disclosure by any member of the SpinCo Group not otherwise permissible hereunder, (ii) SpinCo can demonstrate became available to any member of the SpinCo Group after the Business Transfer Time from a source other than any member of the SpinCo Group, any member of the Cogint Group or their respective Affiliates or (iii) is developed independently by any member of the SpinCo Group without reference to the Cogint Confidential Information; provided, however, that, in the case of clause (ii), the source of such information was not known by any member of the SpinCo Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Cogint or its Affiliates with respect to such information.

(c) If Cogint or its Affiliates, on the one hand, or SpinCo or its Affiliates, on the other hand, are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Authority or pursuant to applicable Law to disclose or provide any SpinCo Confidential Information or Cogint Confidential Information, as applicable, the Person receiving such request or demand shall use commercially reasonable efforts to provide the other party with written notice of such request or demand as promptly as practicable under the circumstances so that such other party shall have an opportunity to seek an appropriate protective order. The party receiving such request or demand agrees to take, and cause its representatives to take, at the requesting party's expense, all other reasonable steps necessary to obtain confidential treatment by the recipient. Subject to the foregoing, the party that received such request or demand may thereafter disclose or provide any SpinCo Confidential Information or Cogint Confidential Information, as the case may be, to the extent required by such Law (as so advised by counsel) or by lawful process or such Governmental Authority.

(d) Each of Cogint and SpinCo acknowledges that it and the other members of its Group may have in their possession confidential or proprietary information of third Persons that was received under confidentiality or non-disclosure agreements with such third Person prior to the Business Transfer Time. Cogint and SpinCo each agrees that it will hold, and will cause the other members of its Group and their respective Representatives to hold, in strict confidence the confidential and proprietary information of third Persons to which it or any other member of its respective Group has access, in accordance with the terms of any agreements entered into prior to the Business Transfer Time between or among one (1) or more members of the applicable party's Group and such third Persons to the extent disclosed to such party.

Section 6.11 Non-Competition; Non-Solicitation.

(a) From the Spin-Off Date until the date that is three (3) years after the Spin-Off Date, SpinCo shall not, and shall cause each of its Affiliates and its and their representatives (to the extent acting on their behalf) not to, without the prior written consent of Cogint, directly or indirectly, (i) solicit for employment (or service) or employ (or engage) any current officer, director, or non-administrative employee of the Cogint Group (the "Cogint Group Employees{xe "Target Employees"}") or (ii) knowingly induce or encourage any Cogint Group Employee to no longer be employed by or provide services to the Cogint Group; provided, however, that nothing in this Section 6.11(a) shall prohibit SpinCo or any of its Affiliates or representatives from (A) engaging in general solicitations to the public or general advertising, including in periodicals, newspapers, trade publications and the Internet, not directly targeted at the Cogint Group Employees, (B) soliciting or employing any person who has been terminated by a Cogint Entity, (C) employing or otherwise working with any Cogint Group Employee who initiates employment discussions with SpinCo or any of its Affiliates solely on his or her own initiative without any direct or indirect solicitation by or encouragement from SpinCo or any of its Affiliates, or (D) soliciting or employing any person who has resigned from employment with a Cogint Entity at least six (6) months prior to such solicitation or employment.

(b) From the Spin-Off Date until the date that is three (3) years after the Spin-Off Date, Cogint shall not, and shall cause each of its Affiliates and its and their representatives (to the extent acting on their behalf) not to, without the prior written consent of SpinCo, directly

or indirectly, (i) solicit for employment (or service) or employ (or engage) any current officer, director, or non-administrative employee of the SpinCo Group (the "SpinCo Group Employees{xe "SpinCo Group Employees"}") or (ii) knowingly induce or encourage any SpinCo Group Employee to no longer be employed by or provide services to the SpinCo Group; provided, however, that nothing in this Section 6.11(b) shall prohibit Cogint or any of its Affiliates or representatives from (A) engaging in general solicitations to the public or general advertising, including in periodicals, newspapers, trade publications and the Internet, not directly targeted at SpinCo Group Employees, (B) soliciting or employing any person who has been terminated by a SpinCo Entity, (C) employing or otherwise working with any SpinCo Group Employee who initiates employment discussions with Cogint or any of its Affiliates solely on his or her own initiative without any direct or indirect solicitation by or encouragement from Cogint or any of its Affiliates, or (D) soliciting or employing any person who has resigned from employment with a SpinCo Entity at least six (6) months prior to such solicitation or employment.

(c) SpinCo hereby acknowledges that (i) the Cogint Group currently conducts or previously has conducted the Restricted Business throughout the world, (ii) to adequately protect Cogint's legitimate business interests and its interests in the Restricted Business, it is essential that any non-compete covenant with respect thereto cover all of the Restricted Business, (iii) but for the covenants set forth in this Section 6.11, Cogint would not have entered into this Agreement, and (iv) the restrictions set forth in Section 6.11(d) are a material and substantial part of the transactions contemplated by this Agreement (supported by adequate consideration), and Cogint's failure to receive the entire goodwill contemplated hereby would have the effect of significantly reducing the value of the Restricted Business to Cogint.

(d) From the Spin-Off Date until the date that is five (5) years after the Spin-Off Date, SpinCo shall not, and shall cause its Subsidiaries to not, without the prior written consent of Cogint, directly or indirectly, conduct any business that is engaged in the same or substantially same business as the Restricted Business and/or that provides the same or substantially same services as currently provided by the Restricted Business (a "Competing Business") or otherwise engage in, have an interest in any Person that conducts any of a Competing Business in any country throughout the world in which Fluent and its Subsidiaries conducted business at any in the twelve (12) months immediately preceding the Business Transfer Time.

(e) The prohibitions in Section 6.11(d) shall not apply to:

(i) any acquisition (whether through the acquisition of assets, securities or other ownership interests or a merger, consolidation, share exchange, business combination, reorganization, recapitalization or other similar transaction) and continued operation by SpinCo or any of its Subsidiaries of all or any part of a business or Person that is engaged in a Competing Business where such acquired business or Person's revenues in respect of a Competing Business represented no more than ten percent (10%) of the aggregate consolidated revenues of such acquired business or Person, as applicable, for such acquired business's or Person's most recently completed fiscal year;

(ii) the ownership by SpinCo or any of its Subsidiaries, directly or indirectly, of less than three percent (3%) of any class of the securities of any Person traded on a national or international securities exchange;

(iii) the performance by SpinCo or any of its Subsidiaries of their respective obligations under this Agreement or any Ancillary Agreement; or

(iv) the activities of the SpinCo Group as in effect as of the Spin-Off Date.

(f) Cogint and SpinCo acknowledge that the covenants set forth in this Section 6.11 are reasonable in order to protect the value of the Restricted Business, its goodwill and the Cogint Group and in light of the activities and nature of the Restricted Business and the businesses of the parties hereto and their respective Affiliates and the current plans of the Restricted Business and the businesses of the parties hereto and their respective Affiliates. It is the intention of the parties that if any restriction or covenant contained in this Section 6.11 is held to cover a geographic area or to be for a length of time which is not permitted by applicable Law, or in any way construed to be too broad or to any extent invalid, such restriction or covenant may be amended by a court of competent jurisdiction to interpret or reform (including by substitution, addition or deletion of words and numbers) this Section 6.11 to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained in this Section 6.11) that would be valid and enforceable under such Law.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Expenses. Except as otherwise provided in this Agreement, each Party shall be responsible for its own fees and expenses in connection with the preparation and negotiation of this Agreement, the Ancillary Agreements, the Internal Reorganization and the Spin-Off.

Section 7.2 Entire Agreement. This Agreement, the Business Combination Agreement, and the Ancillary Agreements, including any related annexes, exhibits and schedules, as well as any other agreements and documents referred to herein and therein, shall together constitute the entire agreement between the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

Section 7.3 Governing Law. This Agreement and, unless expressly provided therein, each Ancillary Agreement, and all Legal Proceedings (whether in contract or tort) that may be based upon, arise out of or relate hereto or thereto or the negotiation, execution or performance hereof or thereof (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to the choice of law or conflicts of law principles thereof. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

Section 7.4 Characterization of Payments. The Parties agree to treat all payments required by this Agreement (other than any payments with respect to interests accruing after the Spin-Off Date) as either a contribution by Cogint to SpinCo or a distribution by SpinCo to Cogint, as the case may be, occurring immediately prior to the Spin-Off Date unless a contrary treatment is required under applicable Law.

Section 7.5 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Cogint after the Spin-Off:

BlueFocus International Limited
600 Lexington Avenue, 6th Floor
New York, NY 10022
Attn: He Shen, Chief Financial Officer
Email: he.shen@bluefocus.com

with a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP

500 Boylston Street
Boston, MA 02116
Attn: Graham Robinson
Laura Knoll
Fax: (617) 573-4822
Email: graham.robinson@skadden.com
Laura.knoll@skadden.com

525 University Avenue
Palo Alto, CA 94301
Attn: Michael Mies
Fax: (650) 798-6510
Email: michael.mies@skadden.com

If to SpinCo, prior to or after the Spin-Off (and if to Cogint, prior to the Spin-Off):

2650 North Military Trail, Suite 300
Boca Raton, FL 33431
Attn: Chief Executive Officer
Fax: (561) 571-2712
Email: derek@cogint.com

with a copy (which shall not constitute notice) to:

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, FL 33131
Attn: Teddy D. Klinghoffer
Mary V. Carroll
Fax: (954) 463-2224
Email: Teddy.Klinghoffer@akerman.com
Mary.Carroll@akerman.com

or to such other address addresses as the Parties hereto may from time to time designate in writing.

Section 7.6 Priority of Agreements. If there is a conflict between any provision of this Agreement and a provision in any of the Ancillary Agreements (other than the Tax Matters Agreement and Employee Matters Agreement), each of this Agreement and the other Ancillary Agreement is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but to the extent, and only to the extent, of such conflict, the provision of this Agreement shall control unless specifically provided otherwise in this Agreement or in the Ancillary Agreement. Except as otherwise specifically provided herein, this Agreement shall not apply to matters relating to Taxes or employees, employee benefits plans, and related assets and liabilities including pension and other post-employment benefit assets and liabilities, which shall be exclusively governed by the Tax Matters Agreement and Employee Matters Agreement, respectively. In the case of any conflict between this Agreement and the Tax Matters Agreement or Employee Matters Agreement, respectively, in relation to any matters addressed by the Tax Matters Agreement or Employee Matters Agreement, the Tax Matters Agreement or Employee Matters Agreement, as applicable, shall prevail. The procedures relating to indemnification for Tax matters shall be exclusively governed by the Tax Matters Agreement.

Section 7.7 Amendments and Waivers.

(a) Any Party may, at any time, by action taken by its board of directors (or other governing body), or officers thereunto duly authorized, waive any of the terms or conditions of this Agreement or (without limiting Section 7.7(b)) agree to an amendment or modification to this Agreement by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement. No waiver by any of the Parties of any breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver.

(b) This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by the Parties in the same manner as this Agreement and which makes reference to this Agreement.

Section 7.8 Termination. This Agreement shall terminate without further action at any time before the Closing upon termination of the Business Combination Agreement. If terminated, no Party shall have any Liability of any kind to the other Party or any other Person on account of this Agreement.

Section 7.9 Assignability. No Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Party, except that a Party may assign its rights or delegate its duties under this Agreement to an Affiliate thereof; provided, that no assignment or delegation shall relieve any Party of its indemnification obligations or obligations in the event of a breach of this Agreement and any assignee shall agree in writing to be bound by the terms and conditions contained in this Agreement. Any attempted assignment or delegation in breach of this Section 7.9 shall be null and void.

Section 7.10 Parties in Interest. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein, express or implied, shall give or be construed to give to any Person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder; provided, however, that (x) Parent shall be a third-party beneficiary of this Agreement and shall have the right to enforce the terms and provisions hereof, and (y) the applicable Cogint Indemnitees and SpinCo Indemnitees shall be third-party beneficiaries of Article V.

Section 7.11 Interpretation.

(a) Unless the context of this Agreement otherwise requires:

(i) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms “hereof,” “herein,” “hereby,” “hereto,” “herewith,” “hereunder” and derivative or similar words refer to this entire Agreement; (E) the terms “Article,” “Section,” “Annex,” “Exhibit,” and “Schedule” refer to the specified Article, Section, Annex, Exhibit or Schedule of this Agreement and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs; (F) the word “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” and (G) the word “or” shall be disjunctive but not exclusive;

(ii) references to Contracts (including this Agreement) and other documents or Laws shall be deemed to include references to such Contract or Law as amended, restated, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions);

(iii) references to any federal, state, local, or foreign statute or Law shall include all regulations promulgated thereunder; and

(iv) references to any Person include references to such Person’s successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(b) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) The word "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if."

(e) The term "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(f) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP unless the context otherwise requires.

(g) All monetary figures shall be in United States dollars unless otherwise specified.

Section 7.12 Severability. If any provision of this Agreement or any Ancillary Agreement, or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 7.13 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or pdf. transmission shall be binding to the same extent as an original signature page.

Section 7.14 Jurisdiction; Consent to Jurisdiction.

(a) Exclusive Jurisdiction. Except as otherwise expressly provided in any Ancillary Agreement, each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any state or federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Legal Proceeding

arising out of or relating to this Agreement, the Ancillary Agreements, the documents referred to in this Agreement, or any of the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the parties hereby irrevocably and unconditionally (i) agrees not to commence any such Legal Proceeding except in such courts, (ii) agrees that any claim in respect of any such Legal Proceeding may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such state or federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Legal Proceeding in the Court of Chancery of the State of Delaware or such state or federal court and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Legal Proceeding in the Court of Chancery of the State of Delaware or such state or federal court. Each of the Parties agrees that a final judgment in any such Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 7.5. Nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by Law.

(b) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY AGREEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THE ANCILLARY AGREEMENTS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) EACH PARTY MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.14(b).

Section 7.15 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any other Ancillary Agreement, the Party who is, or is to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement or such Ancillary Agreement, in addition to any and all other rights and remedies at law or in equity, subject to Section 5.8. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any Legal Proceeding for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties to this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

COGINT, INC.

By: /s/ Derek Dubner
Name: Derek Dubner
Title: Chief Executive Officer

RED VIOLET, INC.

By: /s/ Derek Dubner
Name: Derek Dubner
Title: Chief Executive Officer

Schedule 1.2
Cogint Balance Sheet

COGINT
CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share data)

	(unaudited) June 30, 2017	Notes
ASSETS:		
Current assets:		
Cash and cash equivalents	$ —	(a)
Accounts receivable, net of allowance for doubtful accounts of $1,001	31,506	(b)
Prepaid expenses and other current assets	2,132	(c)
Total current assets	33,638	
Property and equipment, net	403	(d)
Intangible assets, net	79,969	(e)
Goodwill	161,029	(f)
Other non-current assets	1,224	(g)
Total assets	**$ 276,263**	
LIABILITIES AND SHAREHOLDERS' EQUITY:		
Current liabilities:		
Trade accounts payable	$ 14,202	(h)
Accrued expenses and other current liabilities	5,444	(i)
Deferred revenue	1,058	(j)
Current portion of long-term debt	2,750	(k)
Total current liabilities	23,454	
Promissory notes payable to certain shareholders, net	10,253	(l)
Long-term debt, net	49,910	(k)
Acquisition consideration payable in stock	10,225	(m)
Total liabilities	**93,842**	
Shareholders' equity:		
Series A preferred stock—$0.0001 par value, 10,000,000 shares authorized; 0 share issued and outstanding at June 30, 2017	—	
Series B preferred stock—$0.0001 par value, 10,000,000 shares authorized; 0 share issued and outstanding at June 30, 2017	—	
Common stock—$0.0005 par value, 200,000,000 shares authorized; 55,528,094 and 55,180,092 shares issued and outstanding at June 30, 2017, respectively	28	
Treasury stock, at cost, 348,002 shares at June 30, 2017	(1,254)	
Additional paid-in capital	287,870	
Accumulated deficit	(104,223)	
Total shareholders' equity	182,421	
Total liabilities and shareholders' equity	**$ 276,263**	

Notes:

(a) For pro forma purpose, all cash and cash equivalents are included into SpinCo.
(b) Represents accounts receivable of Fluent LLC and its subsidiaries.
(c) Represents prepaid expenses and other current assets recorded by Fluent and Cogint, Inc. (Cogint, Inc.'s prepaid expenses and other current assets result from transactions related to public holding company items).
(d) Represents property and equipment of Fluent LLC and its subsidiaries.
(e) Represents intangible assets of Fluent LLC and its subsidiaries.
(f) Represents goodwill of Fluent LLC and its subsidiaries.
(g) Represents other non-current assets of Fluent LLC and its subsidiaries, and Cogint, Inc. (Cogint, Inc.'s other non-current assets result from transactions related to public holding company items).
(h) Represents trade accounts payable of Fluent LLC and its subsidiaries.
(i) Represents accrued expenses and other current liabilities of Fluent LLC and its subsidiaries, and Cogint, Inc. (Cogint, Inc.'s accrued expenses and other current liabilities result from transactions related to public holding company items).
(j) Represents deferred revenue of Fluent LLC and its subsidiaries.
(k) Represents current and non-current portion of long-term debt of Fluent LLC and its subsidiaries.
(l) Represents promissory notes payable to certain shareholders of Cogint, Inc.
(m) Represents acquisition consideration payable in stock by Cogint, Inc.

Schedule 1.3
SpinCo Assumed Liabilities

All Liabilities arising from or relating to the Management Employment Agreements (other than accrued and unpaid compensation and expense reimbursement as of the Spin-Off Date).

All Liabilities relating to the ownership or exclusive license, prosecution of all applications therefor, and use of the Cogint trademark, including with respect to two the COGINT applications opposed by Gemalto Cogent, Inc. Gemalto Cogent *Gemalto Cogent, Inc. v. Cogint, Inc.*, Opposition No. 91234742 with the Trademark Trial and Appeal Board on May 24, 2017.

All Company Transaction Expenses (as defined in the Business Combination Agreement) not taken into account in the calculation of the Cash Dividend (as defined in the Business Combination Agreement).

All Liabilities of any member of the Cogint Group arising from or relating to indemnification or exculpation of any person that was a director or officer of the Cogint Group at any time on or prior to the Business Transfer Time, and unrelated to the transactions contemplated by this Agreement and the Business Combination Agreement, but only to the extent not covered by insurance. The foregoing assumption shall in no way be deemed to impact, restrict, or limit the availability of any Person to any directors & officers' insurance policy maintained by any Party or any Affiliate thereof.

All Liabilities of Cogint and its Subsidiaries (other than Fluent and its Subsidiaries) arising from or relating the businesses and operations (whether or not such businesses or operations are or have been terminated, divested or discontinued) conducted prior to the Business Transfer Time by Cogint and its Subsidiaries (other than Fluent and its Subsidiaries), in each case, excluding any Liabilities of the Cogint Group to the extent primarily arising from or primarily related to (i) the Fluent Business, (ii) any Transaction Litigation and (iii) Taxes, which shall be governed by the Tax Matters Agreement.

All Liabilities relating to (i) the use or calculation of the Spin-Off Ratio or (ii) any existing or former holder of Company Warrants or other Derivative Securities of Cogint seeking to assert any rights of a holder of Company Warrants or other Derivative Securities of Cogint pursuant to the terms and conditions of the agreements underlying such securities.

Schedule 1.4
SpinCo Balance Sheet

SPINCO
CONSOLIDATED AND COMBINED BALANCE SHEETS
(Amounts in thousands)

	(unaudited) June 30, 2017
ASSETS:	
Current assets:	
Cash and cash equivalents	$ 19,248
Accounts receivable, net of allowance for doubtful accounts of $90	911
Prepaid expenses and other current assets	831
Total current assets	20,990
Property and equipment, net	1,012
Intangible assets, net	12,845
Goodwill	5,227
Other non-current assets	1,357
Total assets	**$ 41,431**
LIABILITIES AND MEMBER'S CAPITAL:	
Current liabilities:	
Trade accounts payable	$ 971
Accrued expenses and other current liabilities	9,327
Deferred revenue	50
Total current liabilities	10,348
Other non-current liabilities	500
Total liabilities	**10,848**
Total member's capital	**30,583**
Total liabilities and member's capital	**$ 41,431**

Schedule 1.5
SpinCo Transferred Assets

All Net Cogint Cash.

All of Cogint's rights in the COGINT name, trademark and service mark, and all related COGINT design marks, including all domain names and email addresses owned by Cogint that incorporate the COGINT name in any form.

All (i) books and records of any Cogint Entity exclusively relating to the IDI Business, including files, manuals, price lists, mailing lists, distributor lists, customer lists, sales and promotional materials, purchasing materials, documents evidencing intangible rights or obligations, personnel records, financial, accounting and Tax records, and Legal Proceeding files (regardless of the media in which stored), including, without limitation, the minute books of each SpinCo Entity and (ii) books, records and files related to litigation.

The following Employment Agreements (collectively, the "Management Employment Agreements") more specifically addressed in and governed by the Employee Matters Agreement:

1. Employment Agreement, dated November 16, 2015, by and between IDI, Inc. and Michael Brauser.
2. Employment Agreement, dated September 30, 2014, by and between The Best One, Inc. and Daniel MacLachlan, as amended by that certain Amendment to Employment Agreement, dated March 17, 2015 and that Second Amendment to Employment Agreement, dated November 16, 2015 and that certain Third Amendment to Employment Agreement, dated April 11, 2017.
3. Employment Agreement, dated September 30, 2014, by and between The Best One, Inc. and Derek Dubner, as amended by that certain Amendment to Employment Agreement, dated March 17, 2015 and by that certain Second Amendment to Employment Agreement, dated November 16, 2015, and by that certain Third Amendment to Employment Agreement, dated April 11, 2017.
4. Employment Agreement, dated September 30, 2014, by and between The Best One, Inc. and James Reilly, as amended by that certain Amendment to Employment Agreement, dated March 17, 2015, by that certain Second Amendment to Employment Agreement, dated November 16, 2015, and by that certain Third Amendment to Employment Agreement, dated September 6, 2017.

The following Consulting Agreement:

1. Consulting Services Agreement, effective as of June 23, 2017, by and between Cogint, Inc. and Michael Brauser.

Schedule 2.1(a)
Internal Reorganization Step Plan

On the Spin-Off Date and in consideration of the Spin-Off, the following steps shall be consummated (and deemed consummated) in the following order:

Step 1: Cogint shall contribute all of the outstanding equity interests of the SpinCo Subsidiaries to SpinCo.

Step 2: The Net Cogint Cash, as certified in writing by the Chief Financial Officer of Cogint pursuant to Section 2.1, shall be distributed to Cogint, to the extent not already held by Cogint, after which, all such Net Cogint Cash shall be contributed to SpinCo.

Step 3: All other SpinCo Transferred Assets and SpinCo Assumed Liabilities held by any Cogint Subsidiary shall be distributed to and assumed by Cogint, after which, Cogint shall contribute all SpinCo Transferred Assets to SpinCo, and SpinCo shall assume such SpinCo Assumed Liabilities.

Step 4: All necessary actions shall be taken to file with the Secretary of State of the State of Delaware the Amended and Restated Certificate of Incorporation of SpinCo in the form attached hereto as Exhibit E, and all necessary actions shall be taken to adopt the Amended and Restated Bylaws of SpinCo in the form attached hereto as Exhibit F.

Step 5: If Cogint is notified in writing by SpinCo (with copy to Parent) at least two (2) Business Days prior to the Business Transfer Time, Cogint shall issue the SpinCo Note to SpinCo as a capital contribution to SpinCo in an aggregate principal amount requested by SpinCo in such notification; provided, that the aggregate principal amount of the SpinCo Note shall not exceed $20 million.

To facilitate the transfers contemplated herein, each of Cogint on the one hand and SpinCo on the other authorizes and directs each of its respective Subsidiaries to make the transfers contemplated by this Step Plan directly to the receiving entity on its behalf.

Schedule 4.3(f)
Interim Operations

Cogint may contribute to SpinCo or any SpinCo Subsidiary any cash raised in an Interim Stock Issuance (as defined in the Business Combination Agreement).

Schedule 4.6
Guarantees

Guaranty of Lease, dated April 14, 2017, by and between Cogint, Inc. in favor of 111 Third Property Owner, LLC for that certain Office Lease, dated April 14, 2017, by and between IDI Holdings, LLC and 1111 Third Property Owner LLC for the premises located at 1111 Third Avenue, Seattle, Washington.

Schedule 4.7
Officers and Directors of SpinCo

Officers:

Michael Brauser	Chairman of the Board of Directors
Derek Dubner	Chief Executive Officer
Daniel MacLachlan	Chief Financial Officer
James Reilly	President

Directors:

Michael Brauser
Derek Dubner
Dr. Phillip Frost
Steven Rubin

This schedule may be amended and/or directors and officers may be added or deleted after the date hereof and prior to the Spin-Off Date by written notice to Cogint.

Exhibit A
Employee Matters Agreement

[Included as Exhibit 10.5 to this Form 8-K]

Exhibit B
SpinCo Note

[Included as Exhibit F to Exhibit 2.1 of this Form 8-K]

Exhibit C
Tax Matters Agreement

[Included as Exhibit 10.4 to this Form 8-K]

Exhibit D
Trademark Assignment

Execution Version

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of [__], 2017 ("Effective Date"), by and between Cogint, Inc., a Delaware corporation having an address of 2650 North Military Trail, Suite 300, Boca Raton, Florida 33431 ("Assignor"), and Red Violet, Inc., a Delaware corporation, having an address of 2650 North Military Trail, Suite 300, Boca Raton, Florida 33431 ("Assignee").

Recitals

A. Assignor has adopted, and immediately prior to Closing was the owner of, all right, title and interest in and to the trademarks and service marks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all goodwill and common law rights with respect thereto (collectively, the "Assigned Trademarks");

B. In accordance with that certain Separation Agreement between Assignor and Assignee dated [__], 2017 (the "Separation Agreement"), Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks;

C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

Terms

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Separation Agreement.

2. Assignment. Pursuant to the Separation Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof (provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Separation Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing) and existing and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, any and all past, present and future benefits, privileges, causes of action, and remedies relating to the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall cooperate in good faith with Assignee to execute any instruments or documents and perform any other acts reasonably requested by the Assignee, and at the Assignee's expense, to further evidence the intent and purpose of this Assignment.

4. No Impact on Terms of Separation Agreement. Notwithstanding any provision to the contrary set forth herein or in the Separation Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the parties) set forth in the Separation Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademarks strictly in accordance with the terms of the Separation Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Separation Agreement, the terms of the Separation Agreement shall prevail and govern.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Intentionally Left Blank—Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

COGINT, INC.

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNEE:

RED VIOLET, INC.

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1

Trademark Registrations and Applications:

Jurisdiction	Mark	App. No. Filed	Reg. No. Reg. Date	Goods/Services
United States	COGINT	87/075,453 June 17, 2016	n/a n/a	IC 009: Computer software for use in business and consumer applications for risk management and consumer marketing, namely, for use in information and database management, information processing, compiling marketing demographics and information for online and performance-based advertising and marketing services, lead generation and customer acquisition, and collection, structuring, fusing, storing and sharing of data and information with governmental, business and other organizations for risk management IC 035: Online advertising and marketing services; performance-based online and mobile advertising and marketing services; performance-based online and mobile advertising and marketing services, namely, lead generation services and customer acquisition services, namely, marketing services related to persuading customers to purchase products and/or services; advertising and marketing consultancy, namely, consulting services related to placement and monetization of digital advertising content through online and mobile networks and consumer promotions; providing marketing consulting in the field of social media; mobile ad serving, namely, placing advertisements on websites for publishers and content owners using specialized computer software IC 042: Computer services for use in business and consumer applications for risk management and consumer marketing, namely, application services provider (ASP) featuring software for providing data and information solutions via the Internet, namely, application programming interfaces, and on-line batch computer services for use in information and database management, information processing, compiling marketing demographics and information for online and performance-based advertising and marketing services, lead generation and customer acquisition, and collection, structuring, fusing, storing and sharing of data and information with governmental, business and other organizations for risk management; computer services, namely, acting as an application service provider in the field of knowledge management to host computer application software for the collection, organizing, modifying, book marking, transmission, storage and sharing of data and information

Jurisdiction	Mark	App. No. Filed	Reg. No. Reg. Date	Goods/Services
United States		87/096,392 July 7, 2016	n/a n/a	IC 009: Computer software for use in business and consumer applications for risk management and consumer marketing, namely, for use in information and database management, information processing, compiling marketing demographics and information for online and performance-based advertising and marketing services, lead generation and customer acquisition, and collection, structuring, fusing, storing and sharing of data and information with governmental, business and other organizations for risk management IC 035: Online advertising and marketing services; performance-based online and mobile advertising and marketing services; performance-based online and mobile advertising and marketing services, namely, lead generation services and customer acquisition services, namely, marketing services related to persuading customers to purchase products and/or services; advertising and marketing consultancy, namely, consulting services related to placement and monetization of digital advertising content through online and mobile networks and consumer promotions; providing marketing consulting in the field of social media; mobile ad serving, namely, placing advertisements on websites for publishers and content owners using specialized computer software IC 042: Computer services for use in business and consumer applications for risk management and consumer marketing, namely, application services provider (ASP) featuring software for providing data and information solutions via the Internet, namely, application programming interfaces, and on-line batch computer services for use in information and database management, information processing, compiling marketing demographics and information for online and performance-based advertising and marketing services, lead generation and customer acquisition, and collection, structuring, fusing, storing and sharing of data and information with governmental, business and other organizations for risk management; computer services, namely, acting as an application service provider in the field of knowledge management to host computer application software for the collection, organizing, modifying, book marking, transmission, storage and sharing of data and information
Canada	COGINT	1812938 Dec. 7, 2017	n/a n/a	(1) Computer software for use in business and consumer applications for risk management and consumer marketing, namely, for use in information and database management, information processing, compiling marketing demographics and information for online and performance-based advertising and marketing services, lead generation and customer acquisition, and collection, structuring, fusing, storing and sharing of data and information with governmental, business and other organizations for risk management

Jurisdiction	Mark	App. No. Filed	Reg. No. Reg. Date	Goods/Services
				(2) Computer software for use in business and consumer applications for risk management and consumer marketing, namely, for use in information and database management, information processing, compiling marketing demographics and information for online and performance-based advertising and marketing services, lead generation and customer acquisition, and collection, structuring, fusing, storing and sharing of data and information with governmental, business and other organizations for risk management
Europe (EUIPO)	COGINT	1812938 Dec. 7, 2017	n/a n/a	IC 9: Computer software for use in business and consumer applications for risk management and consumer marketing, namely, for use in information and database management, information processing, compiling marketing demographics and information for online and performance-based advertising and marketing services, lead generation and customer acquisition, and collection, structuring, fusing, storing and sharing of data and information with governmental, business and other organizations for risk management. IC 35: Online advertising and marketing services; performance based online and mobile advertising and marketing services; performance-based online and mobile advertising and marketing services, namely, lead generation and customer acquisition services; advertising and marketing consultancy, namely consulting services related to placement and monetization of digital advertising content through online and mobile networks and consumer promotions; providing marketing consulting in the field of social media; mobile ad serving, namely, placing advertisements on websites for publishers and content owners using specialized computer software.

Jurisdiction	Mark	App. No. Filed	Reg. No. Reg. Date	Goods/Services
				IC 42: Computer services for use in business and consumer applications for risk management and consumer marketing; computer services for use in business and consumer applications for risk management and consumer marketing, namely, providing data and information solutions via the internet, application programming interfaces, and batch processing for use in information and database management, information processing, compiling marketing demographics and information for online and performance-based advertising and marketing services; computer services for use in business and consumer applications for risk management and consumer marketing, namely, providing data and information solutions via the internet, application programming interfaces, and batch processing for use in lead generation and customer acquisition, and collection, structuring, fusing, storing and sharing of data and information with governmental, business and other organizations for risk management; computer services, namely, acting as an application service provider in the field of knowledge management to host computer application software for the collection, organizing, modifying, book marking, transmission, storage and sharing of data and information.

Common Law Marks

1. cogint.
2. cogint.

Exhibit E
Form of Amended and Restated Certificate of Incorporation

[Included as Exhibit 3.1 to this Form 8-K]

Exhibit F
Form of Amended and Restated Bylaws

[Included as Exhibit 3.3 to this Form 8-K]

Exhibit 10.4

Execution Version

TAX MATTERS AGREEMENT

by and among

Cogint, Inc.

and

Red Violet, Inc.

Dated as of September 6, 2017

TAX MATTERS AGREEMENT

THIS TAX MATTERS AGREEMENT (this "Agreement"), dated as of September 6, 2017, is by and among Cogint, Inc., a Delaware corporation ("Cogint"), and Red Violet, Inc., a Delaware corporation ("SpinCo"). Each of Cogint and SpinCo is sometimes referred to herein as a "Party" and, collectively, as the "Parties."

WHEREAS, Cogint, acting through itself and its direct and indirect Subsidiaries, currently conducts the Fluent Business and the IDI Business;

WHEREAS, the board of directors of Cogint ("Cogint Board") has determined that it is appropriate, desirable and in the best interests of Cogint and its stockholders to separate the Fluent Business from the IDI Business, and to divest the IDI Business in the manner contemplated by the Separation Agreement and the Business Combination Agreement;

WHEREAS, Cogint and SpinCo have entered into the Separation Agreement pursuant to which (a) the Fluent Business will be separated from the IDI Business, (b) (i) Cogint will, and will cause its Subsidiaries to, transfer certain assets, liabilities and subsidiaries of the IDI Business to SpinCo and its Subsidiaries, and (ii) SpinCo will, and/or will cause one or more of its Subsidiaries to, transfer certain assets, liabilities, subsidiaries and/or businesses to Cogint and its Subsidiaries, as a result of which SpinCo will own, directly and indirectly through its Subsidiaries, the IDI Business and will not own, directly or indirectly through its Subsidiaries, any of the Fluent Business (collectively, the "Restructuring"), and (c) Cogint will distribute, on a pro rata basis, all of the issued and outstanding shares of SpinCo Common Stock owned by Cogint to the holders of Cogint Common Stock or other derivative securities of Cogint (the "Distribution") as described therein;

WHEREAS, the Parties contemplate, among other things, that, pursuant to the Business Combination Agreement, immediately after the Distribution and at the Closing, BlueFocus International Limited, a private company limited by shares registered in Hong Kong (the "Parent") will purchase from Cogint, and Cogint will sell to the Parent, the Purchased Shares;

WHEREAS, before the Closing Date, Cogint will declare the Cash Dividend; and

WHEREAS, the Parties wish to provide for the payment of Tax liabilities and entitlement to refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and provide for certain other matters relating to Taxes;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 General. As used in this Agreement, the following terms shall have the following meanings:

"Accounting Firm" has the meaning set forth in Section 7.01.

"Adjustment" means an adjustment of any item of income, gain, loss, deduction, credit or any other item affecting Taxes of a taxpayer pursuant to a Final Determination.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Ancillary Agreement" has the meaning set forth in the Separation Agreement.

"Business Combination Agreement" means the Business Combination Agreement by and between Cogint and the Parent dated as of the date hereof.

"Carryback" has the meaning set forth in Section 4.02.

"Cash Dividend" has the meaning set forth in the Business Combination Agreement.

"Closing" has the meaning set forth in the Business Combination Agreement.

"Closing Date" has the meaning set forth in the Business Combination Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cogint" has the meaning set forth in the preamble to this Agreement.

"Cogint Consolidated Return" means the U.S. federal Income Tax Return required to be filed by Cogint as the Common Parent.

"Cogint Consolidated Taxes" means any U.S. federal Income Taxes attributable to any Cogint Consolidated Return.

"Cogint Entity" means any Subsidiary of Cogint immediately after the Closing.

"Cogint Group" means, individually or collectively, as the case may be, Cogint and any Cogint Entity, excluding any member of the SpinCo Group.

"Cogint Taxes" means, without duplication, (a) any Cogint Consolidated Taxes, (b) any Taxes imposed on SpinCo or any member of the SpinCo Group under Treasury Regulations Section 1.1502-6 (or any similar provision of other Law) as a result of SpinCo or any such member being or having been included as part of a Cogint Consolidated Return (or similar consolidated or combined Tax Return under any other provision of Law), (c) any Taxes of the Cogint Group and any former Subsidiary of Cogint (excluding any member of the SpinCo Group) for any Pre-Closing Period, (d) any Cogint Transaction Taxes, and (e) any Transfer Taxes, in each case (x) other than SpinCo Taxes and (y) including any Taxes resulting from an Adjustment.

"Cogint Transaction Taxes" means any Taxes imposed on or by reason of the sale of the Purchased Shares and/or the payment of the Cash Dividend (including Transfer Taxes imposed on such transactions).

"Common Parent" means the "common parent corporation" of an "affiliated group" (in each case, within the meaning of Section 1504 of the Code) filing a U.S. federal consolidated Income Tax Return.

"Confidentiality Agreement" has the meaning set forth in the Business Combination Agreement.

"Contribution" means the contribution, directly or indirectly, by Cogint of all of the equity interests in IDI Holdings, LLC; Cogint Technologies, LLC; IDI Verified, LLC; and Interactive Data, LLC and any other assets of the IDI Business to SpinCo in exchange for all of the SpinCo Common Stock and the assumption by SpinCo of liabilities related thereto.

"Distribution" has the meaning set forth in the recitals to this Agreement.

"Distribution Date" means the date on which the Distribution is paid.

"Due Date" means (a) with respect to a Tax Return, the date (taking into account all valid extensions) on which such Tax Return is required to be filed under applicable Law and (b) with respect to a payment of Taxes, the date on which such payment is required to be made to the applicable Taxing Authority to avoid the incurrence of interest, penalties and/or additions to Tax.

"Employee Matters Agreement" means the Employee Matters Agreement by and between the Parties dated as of the date hereof.

"Extraordinary Transaction" means any action that is not in the Ordinary Course of Business, but shall not include (a) any action described in or contemplated by the Separation Agreement, the Business Combination Agreement or any Ancillary Agreement, (b) any action that is undertaken pursuant to the Restructuring or the Distribution, or (c) any compensatory payment or compensatory transfer in respect of services made as a result of, or in connection with, the Restructuring, the Distribution, or the purchase of the Purchased Shares by the Parent (which shall be treated as paid immediately before the Distribution on the Distribution Date).

"Final Determination" means the final resolution of liability for any Tax for any taxable period, by or as a result of (a) a final decision, judgment, decree or other order by any court of competent jurisdiction that can no longer be appealed to a court other than the Supreme Court of the United States, (b) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the Laws of other jurisdictions, which resolves the entire Tax liability for any taxable period, (c) any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund or credit may be recovered by the jurisdiction imposing the Tax, or (d) any other final resolution, including by reason of the expiration of the applicable statute of limitations or the execution of a pre-filing agreement with the IRS or other Taxing Authority.

"Fluent Business" has the meaning set forth in the Separation Agreement.

"Group" of which a Person is a member means (i) the Cogint Group if the Person is a member of the Cogint Group, and (ii) the SpinCo Group if the Person is a member of the SpinCo Group.

"IDI Business" has the meaning set forth in the Separation Agreement.

"Income Tax Return" means any Tax Return on which Income Taxes are reflected or reported.

"Income Taxes" means any net income, net receipts, net profits, excess net profits or similar Taxes based upon, measured by, or calculated with respect to net income.

"Indemnified Party" means the Party which is entitled to seek indemnification from the other Party pursuant to the provisions of Article III.

"Indemnifying Party" means the Party from which the other Party is entitled to seek indemnification pursuant to the provisions of Article III.

"Information" has the meaning set forth in Section 6.01(a).

"IRS" means the U.S. Internal Revenue Service.

"Law" means any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, administrative pronouncement, order, requirement or rule of law (including common law).

"Mixed Business Income Tax Return" means any Mixed Business Tax Return on which Income Taxes are reflected or reported.

"Mixed Business Tax Return" means any Tax Return (other than a Cogint Consolidated Return), including any consolidated, combined or unitary Tax Return, that reflects or reports Taxes that relate to at least one asset or activity that is part of the Fluent Business, on the one hand, and at least one asset or activity that is part of the IDI Business, on the other hand.

"Ordinary Course of Business" means an action taken by a Person only if such action is taken in the ordinary course of the normal operations of such Person.

"Parent" has the meaning set forth in the recitals to this Agreement.

"Party" and "Parties" have the meaning set forth in the preamble to this Agreement.

"Past Practice" means past practices, accounting methods, elections and conventions.

"Person" has the meaning set forth in the Separation Agreement.

"Post-Closing Period" means any taxable period (or portion thereof) beginning after the Distribution Date, including for the avoidance of doubt, the portion of any Straddle Period beginning on the day after the Distribution Date.

"Pre-Closing Period" means any taxable period (or portion thereof) ending on or before the Distribution Date, including for the avoidance of doubt, the portion of any Straddle Period ending at the end of the day on the Distribution Date.

"Preparing Party" has the meaning set forth in Section 2.04(a)(ii).

"Privilege" means any privilege that may be asserted under applicable Law, including any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

"Purchased Shares" has the meaning set forth in the Business Combination Agreement.

"Refund" means any refund (or credit in lieu thereof) of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied to other Taxes payable), including any interest paid on or with respect to such refund of Taxes; provided, however, that for purposes of this Agreement, the amount of any Refund required to be paid to another Party shall be reduced by the net amount of any Income Taxes imposed on, related to, or attributable to, the receipt or accrual of such Refund.

"Restructuring" has the meaning set forth in the recitals to this Agreement.

"Reviewing Party" has the meaning set forth in Section 2.04(a)(ii).

"Separation Agreement" means the Separation and Distribution Agreement by and between Cogint and SpinCo dated as of the date hereof.

"Single Business Return" means any Tax Return including any consolidated, combined or unitary Tax Return, that reflects or reports Tax Items relating only to the Fluent Business, on the one hand, or the IDI Business, on the other (but not both).

"Single Business Return Preparing Party" has the meaning set forth in Section 2.04(b).

"Single Business Return Reviewing Party" has the meaning set forth in Section 2.04(b).

"SpinCo" has the meaning set forth in the preamble to this Agreement.

"SpinCo Common Stock" has the meaning set forth in the Separation Agreement.

"SpinCo Entity" means any Subsidiary of SpinCo immediately after the Closing.

"SpinCo Group" means, individually or collectively, as the case may be, SpinCo and any SpinCo Entity.

"SpinCo Taxes" means, without duplication, (a) any Taxes of (i) Cogint or any Subsidiary or former Subsidiary of Cogint attributable to assets or activities of the IDI Business, as determined pursuant to Section 2.09 or (ii) SpinCo or any Subsidiary of SpinCo, (b) any Taxes attributable to an Extraordinary Transaction occurring after the Closing on the Closing Date by SpinCo or a SpinCo Entity and (c) any SpinCo Transaction Taxes, in each case including any Taxes resulting from an Adjustment.

"SpinCo Transaction Taxes" means (i) any Taxes imposed on or by reason of the Restructuring, the Contribution or the Distribution (including as a result of a Section 336(e) Election described in Section 4.05 and including Transfer Taxes imposed on such transactions) and (ii) any Taxes payable by reason of the distribution of cash or other property from SpinCo to Cogint. For the avoidance of doubt, SpinCo Transaction Taxes include, without limitation, Taxes payable by reason of deferred intercompany transactions or excess loss accounts triggered by the Contribution or the Distribution. Notwithstanding anything to the contrary, the determination of SpinCo Transaction Taxes shall take into account all Tax deductions and other Tax attributes of the Cogint Group and/or the SpinCo Group (determined as if the Cogint Group and SpinCo Group closed their books and tax years at the end of the day on the Distribution Date) available to offset taxable income or Taxes from the transactions described in (i) and (ii) of the first sentence of this definition of "SpinCo Transaction Taxes" to the extent permitted by applicable law.

"Straddle Period" means any taxable period that begins on or before and ends after the Distribution Date.

"Subsidiary" means, with respect to any Person (a) a corporation more than fifty percent (50%) of the voting or capital stock of which is owned, directly or indirectly, by such Person or (b) a limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns more than fifty percent (50%) of the equity economic interests thereof or for which such Person, directly or indirectly, has the power to elect or direct the election of more than fifty percent (50%) of the members of the governing body or which such Person otherwise has control (e.g., as the managing partner or managing member of a partnership or limited liability company, as the case may be).

"Tax" means (a) all taxes, charges, fees, duties, levies, imposts, or other similar assessments, imposed by any U.S. federal, state or local or foreign governmental authority, including net income, gross income, gross receipts, excise, real property, personal property, sales, use, service, service use, license, lease, capital stock, transfer, recording, franchise, business organization, occupation, premium, environmental, windfall profits, profits, customs, duties, payroll, wage, withholding, social security, employment, unemployment, insurance, severance, workers compensation, excise, stamp, alternative minimum, estimated, value added, ad valorem, hospitality, accommodations, transient accommodations, unclaimed property, escheat and other taxes, charges, fees, duties, levies, imposts, or other similar assessments, (b) any interest, penalties or additions attributable thereto and (c) all liabilities in respect of any items described in clauses (a) or (b) payable by reason of assumption, transferee or successor liability, operation of Law or Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law).

"Tax Attributes" means net operating losses, capital losses, tax credit carryovers, earnings and profits, foreign tax credit carryovers, overall foreign losses, previously taxed income, tax bases, separate limitation losses and any other losses, deductions, credits or other comparable items that could affect a Tax liability for a past or future taxable period.

"Tax Benefit" means any refund, credit, or other reduction in Tax payments otherwise required to be made to a Taxing Authority, including for the avoidance of doubt, any actual Tax savings if, as and when realized arising from a step-up in Tax basis or an increase in a Tax Attribute.

"Tax Cost" means any increase in Tax payments otherwise required to be made to a Taxing Authority (or any reduction in any refund otherwise receivable from any Taxing Authority).

"Tax Group" means the members of a consolidated, combined, unitary or other tax group (determined under applicable U.S., State or foreign Income Tax law) which includes Cogint or SpinCo, as the context requires, but for the avoidance of doubt, (i) Cogint's Tax Group does not include any members of the SpinCo Group and (ii) SpinCo's Tax Group does not include any members of the Cogint Group.

"Tax Item" means any item of income, gain, loss, deduction, credit, recapture of credit or any other item which increases or decreases Taxes paid or payable.

"Tax Matter" has the meaning set forth in Section 6.01(a).

"Tax Proceeding" means any audit, assessment of Taxes, pre-filing agreement, other examination by any Taxing Authority, proceeding, appeal of a proceeding or litigation relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

"Tax Return" means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, or declaration of estimated Tax) required to be supplied to, or filed with, a Taxing Authority in connection with the payment, determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax and any amended Tax return or claim for refund.

"Taxing Authority" means any governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

"Transfer Taxes" means all sales, use, transfer, real property transfer, intangible, recordation, registration, documentary, stamp or similar Taxes imposed on the Restructuring, the Contribution, the Distribution, the sale of the Purchased Shares, or the payment of the Cash Dividend.

"Treasury Regulations" means the final and temporary (but not proposed) Income Tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"U.S." means the United States of America.

TERMS DEFINED IN THIS AGREEMENT

Accounting Firm	7.01
Agreement	Preamble
Carryback	4.02
Cogint Board	Recitals
Distribution	Recitals
Information	6.01(a)
Parent	Recitals
Preparing Party	2.04(a)(ii)
Restructuring	Recitals
Retention Period	6.02
Reviewing Party	2.04(a)(ii)
Section 336(e) Allocation Statement	4.05
Section 336(e) Election	4.05
Single Business Return Preparing Party	2.04(b)
Single Business Return Reviewing Party	2.04(b)
SpinCo	Preamble
Tax Matter	6.01(a)

Section 1.02 Additional Definitions. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Business Combination Agreement or Separation Agreement, as applicable.

ARTICLE II

PREPARATION, FILING AND PAYMENT OF TAXES SHOWN DUE ON TAX RETURNS

Section 2.01 Cogint Consolidated Returns.

(a) Cogint Consolidated Returns. Cogint shall prepare and file all Cogint Consolidated Returns for a Pre-Closing Period or a Straddle Period, and shall pay all Taxes shown to be due and payable on such Tax Returns; provided that SpinCo shall reimburse Cogint for any such Taxes that are SpinCo Taxes.

(b) Extraordinary Transactions. Notwithstanding anything to the contrary in this Agreement, for all Tax purposes, the Parties shall report any Extraordinary Transactions that are caused or permitted by SpinCo or any SpinCo Entity on the Distribution Date after the Closing as occurring on the day after the Distribution Date pursuant to Treasury Regulation Section 1.1502-76(b)(1)(ii)(B) or any similar or analogous provision of state, local or foreign Law.

Section 2.02 Mixed Business Tax Returns.

(a) Subject to Section 2.02(b), Cogint shall prepare (or cause a Cogint Entity to prepare) and Cogint, a Cogint Entity or SpinCo shall file (or cause to be filed) any Mixed Business Tax Returns for a Pre-Closing Period or a Straddle Period and shall pay, or cause such Cogint Entity to pay, all Taxes shown to be due and payable on such Tax Returns; provided that SpinCo shall reimburse Cogint for any such Taxes that are SpinCo Taxes.

(b) SpinCo shall prepare and file (or cause a SpinCo Entity to prepare and file) any Mixed Business Tax Returns for a Pre-Closing Period or a Straddle Period required to be filed by SpinCo or a SpinCo Entity after the Distribution Date, and SpinCo shall pay, or cause such SpinCo Entity to pay, all Taxes shown to be due and payable on such Tax Returns; provided that Cogint shall reimburse SpinCo for any such Taxes that are Cogint Taxes.

Section 2.03 Single Business Returns.

(a) Cogint shall prepare and file (or cause a Cogint Entity to prepare and file) any Single Business Returns for a Pre-Closing Period or a Straddle Period required to be filed by Cogint or a Cogint Entity and shall pay, or cause such Cogint Entity to pay, all Taxes shown to be due and payable on such Tax Returns; provided that SpinCo shall reimburse Cogint for any such Taxes that are SpinCo Taxes.

(b) SpinCo shall prepare and file (or cause a SpinCo Entity to prepare and file) any Single Business Returns for a Pre-Closing Period or a Straddle Period required to be filed by SpinCo or a SpinCo Entity and shall pay, or cause such SpinCo Entity to pay, all Taxes shown to be due and payable on such Tax Returns; provided that Cogint shall reimburse SpinCo for any such Taxes that are Cogint Taxes.

Section 2.04 Tax Return Procedures.

(a) Procedures relating to Tax Returns other than Single Business Returns.

(i) Cogint Consolidated Returns. With respect to all Cogint Consolidated Returns for the taxable year which includes the Distribution Date and/or the purchase of the Purchased Shares pursuant to the Business Combination Agreement, Cogint shall use the closing of the books method under (A) Treasury Regulation Section 1.1502-76 (including adopting the “end of the day rule” described therein) and (B) Section 382 of the Code and any applicable Treasury Regulations promulgated thereunder. To the extent that the positions taken on any Cogint Consolidated Tax Return would reasonably be expected to materially adversely affect the Tax position of SpinCo or a SpinCo Entity for any period after the Distribution Date, Cogint shall prepare the portions of such Tax Return that relates to the IDI Business in a manner that is consistent with Past Practice unless otherwise required by applicable Law or agreed to in writing by the Parties, and shall provide a draft of such portion of such Tax Return to SpinCo for its review and comment at least thirty (30) days prior to the Due Date for such Tax Return, provided, however, that nothing herein shall prevent Cogint from timely filing any such Tax Return. In the event that Past Practice is not applicable to a particular item or matter, Cogint shall determine the reporting of such item or matter in good faith. The Parties shall negotiate in good faith to resolve all disputed issues. Any disputes that the Parties are unable to resolve shall be resolved by the Accounting Firm pursuant to Section 7.01. In the event that any dispute is not resolved (whether pursuant to good faith

negotiations among the Parties or by the Accounting Firm) prior to the Due Date for the filing of any such Tax Return, such Tax Return shall be timely filed by Cogint and Cogint agrees to amend such Tax Return as necessary to reflect the resolution of such dispute in a manner consistent with such resolution.

(ii) Mixed Business Tax Returns. To the extent that the positions taken on any Mixed Business Tax Return would reasonably be expected to materially adversely affect the Tax position of the party other than the party that is required to prepare and file any such Tax Return pursuant to Section 2.02 (the "Reviewing Party") in any Post-Closing Period, the party required to prepare and file such Tax Return (the "Preparing Party") shall prepare the portions of such Tax Return that relates to the business of the Reviewing Party (the IDI Business or the Fluent Business, as the case may be) in a manner that is consistent with Past Practice unless otherwise required by applicable Law or agreed to in writing by the Parties, and shall provide a draft of such portion of such Tax Return to the Reviewing Party for its review and comment at least thirty (30) days prior to the Due Date for such Tax Return, provided, however, that nothing herein shall prevent the Preparing Party from timely filing any such Tax Return. In the event that Past Practice is not applicable to a particular item or matter, the Preparing Party shall determine the reporting of such item or matter in good faith. The Parties shall negotiate in good faith to resolve all disputed issues. Any disputes that the Parties are unable to resolve shall be resolved by the Accounting Firm pursuant to Section 7.01. In the event that any dispute is not resolved (whether pursuant to good faith negotiations among the Parties or by the Accounting Firm) prior to the Due Date for the filing of any such Tax Return, such Tax Return shall be timely filed by the Preparing Party and the Parties agree to amend such Tax Return as necessary to reflect the resolution of such dispute in a manner consistent with such resolution.

(b) Procedures relating to Single Business Returns. The Party that is required to prepare and file any Single Business Return pursuant to Section 2.03 (the "Single Business Return Preparing Party") which reflects Taxes which are reimbursable by the other Party (the "Single Business Return Reviewing Party"), in whole or in part, shall (x) unless otherwise required by Law or agreed to in writing by the Single Business Return Reviewing Party, prepare such Tax Return in a manner consistent with Past Practice to the extent such items affect the Taxes for which the Single Business Return Reviewing Party is responsible pursuant to this Agreement, and (y) submit to the Single Business Return Reviewing Party a draft of any such Tax Return (or to the extent practicable the portion of such Tax Return that relates to Taxes for which the Single Business Return Reviewing Party is responsible pursuant to this Agreement) along with a statement setting forth the calculation of the Tax shown due and payable on such Tax Return reimbursable by the Single Business Return Reviewing Party under Section 2.03 at least thirty (30) days prior to the Due Date for such Tax Return provided, however, that nothing herein shall prevent the Single Business Return Preparing Party from timely filing any such Single Business Return. The Parties shall negotiate in good faith to resolve all disputed issues. Any disputes that the Parties are unable to resolve shall be resolved by the Accounting Firm pursuant to Section 7.01. In the event that any dispute is not resolved (whether pursuant to good faith negotiations among the Parties or by the Accounting Firm) prior to the Due Date for the

filing of any Single Business Return, such Single Business Return shall be timely filed by the Single Business Return Preparing Party and the Parties agree to amend such Single Business Return as necessary to reflect the resolution of such dispute in a manner consistent with such resolution.

Section 2.05 Amended Returns. Except as provided in Section 2.04 to reflect the resolution of any dispute by the Accounting Firm pursuant to Section 7.01, (a) except with the prior written consent of Cogint (such consent not to be unreasonably withheld, delayed or conditioned), SpinCo shall not, and shall not permit any SpinCo Entity to, amend any Tax Return of SpinCo or any SpinCo Entity for any Pre-Closing Period or Straddle Period to the extent such amendment could reasonably be expected to result in an indemnification obligation on the part of Cogint pursuant to Article III or otherwise increase the Taxes of any member of the Cogint Group and (b) except with the prior written consent of SpinCo (such consent not to be unreasonably withheld, delayed or conditioned), Cogint shall not, and shall not permit any Cogint Entity to, amend any Tax Return for any Pre-Closing Period or Straddle Period to the extent such amendment could reasonably be expected to result in an indemnification obligation on the part of SpinCo pursuant to Article III or otherwise increase the Taxes of any member of the Spinco Group.

Section 2.06 Straddle Period Tax Allocation. Cogint and SpinCo shall take all actions necessary or appropriate to close the taxable year of SpinCo and each SpinCo Entity for all Tax purposes as of the close of the Distribution Date to the extent permissible or required under applicable Law. If applicable Law does not require or permit SpinCo or a SpinCo Entity, as the case may be, to close its taxable year on the Distribution Date, then the allocation of income or deductions required to determine any Taxes or other amounts attributable to the portion of the Straddle Period ending on, or beginning after, the Distribution Date shall be made by means of a closing of the books and records of SpinCo or such SpinCo Entity as of the close of the Distribution Date; provided that exemptions, allowances or deductions that are calculated on an annual or periodic basis shall be allocated between such portions in proportion to the number of days in each such portion; provided, further, that real property and other property or similar periodic Taxes shall be apportioned on a per diem basis.

Section 2.07 Timing of Payments. All Taxes required to be paid or caused to be paid pursuant to this Article II by either Cogint or a Cogint Entity or SpinCo or a SpinCo Entity, as the case may be, to an applicable Taxing Authority or reimbursed by Cogint or SpinCo to the other Party pursuant to this Agreement, shall, in the case of a payment to a Taxing Authority, be paid on or before the Due Date for the payment of such Taxes and, in the case of a reimbursement to the other Party, be paid at least two (2) business days before the Due Date for the payment of such Taxes by the other Party; provided that the Party seeking reimbursement shall furnish such other Party reasonably satisfactory documentation setting forth the basis for, and calculation of, the amount of such reimbursement obligation at least twenty (20) days before such Due Date.

Section 2.08 Expenses. Except as provided in Section 7.01 in respect of the expenses relating to the Accounting Firm, each Party shall bear its own expenses incurred in connection with this Article II.

Section 2.09 Apportionment of SpinCo Taxes. For all purposes of this Agreement, but subject to Section 4.03, Cogint and SpinCo shall jointly determine in good faith which Tax Items are properly attributable to assets or activities of the IDI Business (and in the case of a Tax Item that is properly attributable to both the IDI Business and the Fluent Business, the allocation of such Tax Item between the IDI Business and the Fluent Business) in a manner consistent with the Past Practices of the Parties and the provisions of this Agreement and any disputes shall be resolved by the Accounting Firm in accordance with Section 7.01.

Section 2.10 Distribution Tax Reporting. The Parties shall cause the Distribution to be reported to holders of Cogint Common Stock on IRS Form 1099-DIV. The Parties shall not take any position on any U.S. federal or state income tax return or take any other U.S. tax reporting position that is inconsistent with the treatment of the Distribution as a distribution to which Section 301 of the Code applies, except as otherwise required by applicable Law.

ARTICLE III

INDEMNIFICATION

Section 3.01 Indemnification by Cogint. Subject to Section 3.03, Cogint shall pay, and shall indemnify and hold the SpinCo Group harmless from and against, without duplication, (a) all Cogint Taxes, (b) all Taxes incurred by SpinCo or any SpinCo Entity arising out of, attributable to, or resulting from the breach by Cogint of any of its covenants hereunder, and (c) any out-of-pocket costs and expenses related to the foregoing (including reasonable attorneys' fees and expenses).

Section 3.02 Indemnification by SpinCo. Subject to Section 3.03, SpinCo shall pay, and shall indemnify and hold the Cogint Group harmless from and against, without duplication, (a) all SpinCo Taxes, (b) all Taxes incurred by Cogint or any Cogint Entity arising out of, attributable to, or resulting from the breach by SpinCo of any of its covenants hereunder, and (c) any out-of-pocket costs and expenses related to the foregoing (including reasonable attorneys' fees and expenses).

Section 3.03 Characterization of and Adjustments to Payments.

(a) For all Tax purposes, Cogint and SpinCo shall treat any payment by Cogint to a member of the Spinco Group or by Spinco to a member of the Cogint Group required by this Agreement (other than payments with respect to interest accruing after the Distribution Date) as either a contribution by Cogint to SpinCo or a distribution by SpinCo to Cogint, as the case may be, occurring immediately prior to the Distribution.

(b) Notwithstanding the foregoing, the amount that any Indemnifying Party is or may be required to provide indemnification to or on behalf of any Indemnified Party pursuant to Article III of this Agreement shall be (i) decreased to take into account any Tax Benefit to the Indemnified Party (or any of its affiliates) arising from the incurrence or payment of the relevant indemnified item and actually realized in or prior to the taxable year succeeding the taxable year in which the indemnified item is incurred (which Tax Benefit would not have arisen or been allowable but for such indemnified item), and (ii) increased to take into account any actual Tax Cost of the Indemnified Party (or any of its affiliates) arising from the receipt of the relevant indemnity payment.

Section 3.04 Timing of Indemnification Payments. Indemnification payments in respect of any liabilities for which an Indemnified Party is entitled to indemnification pursuant to this Article III shall be paid by the Indemnifying Party to the Indemnified Party within ten (10) days after written notification thereof by the Indemnified Party, including reasonably satisfactory documentation setting forth the basis for, and calculation of, the amount of such indemnification payment, or within ten (10) days after resolution pursuant to Section 7.01.

Section 3.05 Indemnification Payments under Ancillary Agreements. To the extent that an indemnification payment is made under any Ancillary Agreement, such indemnification payment shall be decreased to take into account the Tax Benefit actually realized (whether directly or indirectly) by the indemnified party and increased to take into account any Tax Cost actually incurred (whether directly or indirectly) by the indemnified party under principles analogous to the principles described in Section 3.03 hereof.

ARTICLE IV

REFUNDS, CARRYBACKS, TIMING DIFFERENCE AND TAX ATTRIBUTES

Section 4.01 Refunds and Credits.

(a) Except as provided in Section 4.02, Cogint shall be entitled to all Refunds of Taxes for which Cogint is responsible pursuant to Article III, and SpinCo shall be entitled to all Refunds of Taxes for which SpinCo is responsible pursuant to Article III. For the avoidance of doubt, to the extent that a particular Refund of Taxes may be allocable to a Straddle Period with respect to which the Parties may share responsibility pursuant to Article III, the portion of such Refund to which each Party will be entitled shall be determined by comparing the amount of payments made by a Party (or any of member of such Party's Group) to a Taxing Authority or to the other Party (and reduced by the amount of payments received from the other Party) pursuant to Articles II and III hereof with the Tax liability of such Party as determined under Section 2.06, taking into account the facts as utilized for purposes of claiming such Refund. If a Party (or any member of its Tax Group) receives a Refund to which the other Party is entitled pursuant to this Agreement, such Party shall pay the amount to which such other Party is entitled (net of any Taxes imposed with respect to such refund and any other reasonable out-of-pocket costs incurred by such Party) within ten (10) days after the receipt of the Refund.

(b) Notwithstanding Section 4.01(a), to the extent that a Party (or any member of its Tax Group) applies or causes to be applied an overpayment of Taxes as a credit toward or a reduction in Taxes otherwise payable (or a Taxing Authority requires such application in lieu of a Refund) and such overpayment of Taxes, if received as a Refund, would have been payable by such Party to the other Party pursuant to this Section 4.01, such Party shall pay such amount to the other Party no later than ten (10) days following the date on which the overpayment is reflected on a filed Tax Return.

(c) To the extent that the amount of any Refund under this Section 4.01 is later reduced by a Taxing Authority or in a Tax Proceeding, such reduction shall be allocated to the Party to which such Refund was allocated pursuant to this Section 4.01 and an appropriate adjusting payment shall be made.

Section 4.02 Carrybacks. Except to the extent otherwise consented to by Cogint or prohibited by applicable Law, SpinCo (or the appropriate member of its Tax Group) shall elect to relinquish, waive or otherwise forgo the carryback of any loss, credit or other Tax Attribute from any Post-Closing Period to any Pre-Closing Period or Straddle Period with respect to members of the SpinCo Group (a "Carryback"). In the event that SpinCo (or the appropriate member of its Tax Group) is prohibited by applicable Law to relinquish, waive or otherwise forgo a Carryback (or Cogint consents to a Carryback), Cogint shall cooperate with SpinCo, at SpinCo's expense, in seeking from the appropriate Taxing Authority such Refund as reasonably would result from such Carryback, to the extent that such Refund is directly attributable to such Carryback, and shall pay over to SpinCo the amount of such Refund, net of any Taxes imposed on the receipt of such Refund and any other reasonable out-of-pocket costs, within ten (10) days after such Refund is received.

Section 4.03 Tax Attributes.

(a) As soon as reasonably practicable after the Closing, Cogint shall reasonably determine in good faith the allocation of Tax Attributes, as well as any limitations on the use thereof, arising in a Pre-Closing Period to the Cogint Group and the SpinCo Group in accordance with the Code and Treasury Regulations including Treasury Regulations Sections 1.1502-9T(c), 1.1502-21, 1.1502-21T, 1.1502-22, 1.1502-79 and, if applicable, 1.1502-79A, and 1.1502-95 (and any applicable state, local and foreign Tax Laws). Subject to the preceding sentence, Cogint shall be entitled to make any determination as to (A) basis, and (B) valuation, and shall make such determinations reasonably and in good faith and consistent with Past Practice, where applicable. Cogint shall consult in good faith with SpinCo regarding such allocation of Tax Attributes and determinations as to basis and valuation, and shall consider in good faith any comments received in writing from SpinCo regarding such allocation and determinations. Cogint and SpinCo hereby agree to compute all Taxes for Post-Closing Periods consistently with the determination of the allocation of Tax Attributes pursuant to this Section 4.03(a) unless otherwise required by a Final Determination.

(b) To the extent that the amount of any Tax Attribute is later reduced or increased by a Taxing Authority or Tax Proceeding, such reduction or increase shall be allocated to the Party to which such Tax Attribute was allocated pursuant to Section 4.03(a).

Section 4.04 Timing Differences. If pursuant to a Final Determination an Adjustment (i) increases the amount of liability for any Taxes for which a member of the Cogint Group is responsible hereunder and a Tax Benefit is made allowable to SpinCo or a member of its Tax Group for any Tax period after the Closing, which Tax Benefit would not have arisen or been allowable but for such Adjustment, and which Tax Benefit reduces Taxes in respect of a Tax period for which SpinCo or a member of its Tax Group is liable (and for which no member of the Cogint Group is liable) or (ii) increases the amount of liability for any Taxes for which a member of the SpinCo Group is responsible hereunder and a Tax Benefit is made allowable to Cogint or a

member of its Tax Group for any Tax period prior to the Closing, which Tax Benefit would not have arisen or been allowable but for such Adjustment, and which Tax Benefit reduces Taxes in respect of a Tax period which Cogint or a member of its Tax Group is liable (and for which no member of the SpinCo Group is liable), then SpinCo or Cogint, as the case may be, shall make a payment to either Cogint or SpinCo, as appropriate, within thirty (30) days of the date that such paying Party (or any of its Tax Group members) actually receives such Tax Benefit (determined by comparing its (and its Tax Group members') Tax liability with and without the Tax consequences of the Adjustment), which payment shall not exceed the increase in the amount of liability for any Taxes resulting from such Adjustment, for which a member of the Cogint Group or SpinCo Group, as the case may be, is responsible hereunder.

Section 4.05 Section 336(e) Election. Pursuant to Treasury Regulation Sections 1.336-2(h)(1), if requested by SpinCo in its sole discretion, Cogint shall make a timely election under Section 336(e) of the Code and the Treasury Regulations issued thereunder for SpinCo and any other SpinCo Entity for which SpinCo determines the election shall be made with respect to the Distribution (a "Section 336(e) Election"). If so elected by SpinCo, Cogint and SpinCo shall cooperate in making the Section 336(e) Election, including filing any statements, amending any Tax Returns or taking such other action reasonably necessary to carry out the Section 336(e) Election. For the avoidance of doubt, this Agreement is intended to constitute a written, binding agreement by Cogint and SpinCo to make such Section 336(e) Election within the meaning of Treasury Regulation Section 1.336-2(h)(1)(i) if SpinCo determines that such election shall be made. In such event, within thirty (30) days after the Distribution Date, SpinCo shall provide Cogint with a proposed determination of the "Aggregate Deemed Asset Disposition Price" and the "Adjusted Grossed-Up Basis" (each as defined under applicable Treasury Regulations) and the allocation of such Aggregate Deemed Asset Disposition Price and Adjusted Grossed-Up Basis among the disposition date assets of SpinCo and its subsidiaries, each in accordance with the applicable provisions of Section 336(e) of the Code and applicable Treasury Regulations (the "Section 336(e) Allocation Statement"). Within thirty (30) days after Cogint's receipt of the Section 336(e) Allocation Statement, Cogint may provide comments to SpinCo to the Section 336(e) Allocation Statement and SpinCo shall consider such comments in good faith; provided, however, that SpinCo may not reject any such Cogint comment if such rejection would materially adversely affect Cogint without Cogint's consent, which consent may not be unreasonably withheld, delayed or conditioned (taking into account the rights and obligations under this Agreement); provided, however, that if SpinCo may not reject any such comment pursuant to this sentence then the Parties shall work together in good faith and any remaining disagreement with respect to such comment shall be resolved pursuant to Section 7.01. If SpinCo determines that the Section 336(e) Election shall be made, no member of the Cogint Group or the SpinCo Group shall take any position inconsistent with the Section 336(e) Election including the Section 336(e) Allocation Statement except as may be required by a Final Determination.

Section 4.06 Tax Benefit Determinations. Notwithstanding anything herein to the contrary, if and to the extent a Party owns, directly or indirectly, less than 100% of the equity of any entity and as a result of such less-than-100% ownership interest in the entity such entity is not a member of the Party's Tax Group, then the amount of the Tax Benefit payment under Article IV shall be appropriately adjusted to take into account the percentage ownership (based on value) of any such entity, and shall be determined and due and owing even if such entity is not a member of the Tax Group of a Party.

Section 4.07 Supporting Documentation. If a Party seeks any payment from the other Party pursuant to Article IV, the requesting Party shall furnish such other Party reasonably satisfactory documentation setting forth the basis for, and the calculation of, the amount of such payment obligation. If such other Party disagrees with the determination of the amount of the payment obligation set forth therein, any disputes shall be resolved by the Accounting Firm in accordance with Section 7.01

ARTICLE V

TAX PROCEEDINGS

Section 5.01 Notification of Tax Proceedings. Within ten (10) days after an Indemnified Party becomes aware of the commencement of a Tax Proceeding that may give rise to Taxes for which an Indemnifying Party is responsible pursuant to Article III, such Indemnified Party shall notify the Indemnifying Party of such Tax Proceeding, and thereafter shall promptly forward or make available to the Indemnifying Party copies of notices and communications relating to such Tax Proceeding. The failure of the Indemnified Party to notify the Indemnifying Party of the commencement of any such Tax Proceeding within such ten (10) day period or promptly forward any further notices or communications shall not relieve the Indemnifying Party of any obligation which it may have to the Indemnified Party under this Agreement except to the extent that the Indemnifying Party is prejudiced by such failure.

Section 5.02 Tax Proceeding Procedures Generally.

(a) Tax Proceedings relating to Cogint Consolidated Returns. Cogint shall be entitled to contest, compromise, control and settle any adjustment or deficiency proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Cogint Consolidated Return; provided that to the extent such Tax Proceeding could reasonably be expected to adversely affect the amount of Taxes for which SpinCo is responsible pursuant to Article III less the amount payable to SpinCo pursuant to Section 4.04, Cogint shall (i) defend such Tax Proceeding diligently and in good faith and (ii) shall keep SpinCo informed in a timely manner of all actions proposed to be taken by Cogint with respect to such Tax Proceeding (or to the extent practicable the portion of such Tax Proceeding that relates to Taxes for which SpinCo is responsible pursuant to Article III), (C) shall permit SpinCo to participate (at SpinCo's sole expense) in all proceedings with respect to such tax Proceeding (or to the extent practicable the portion of such Tax Proceeding that relates to Taxes for which SpinCo is responsible pursuant to Article III), and (D) shall not settle any such Tax Proceeding without the prior written consent of SpinCo, which shall not be unreasonably withheld, conditioned or delayed.

(b) Tax Proceedings relating to Other Returns. The Preparing Party (in the case of a Mixed Business Tax Return) or the Single Business Return Preparing Party (in the case of a Single Business Return) shall be entitled to contest, compromise, control and settle any adjustment or deficiency proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Mixed Business Tax Return or Single Business Return; provided that to the extent such Tax Proceeding could reasonably be expected to adversely affect the amount of Taxes for which the Reviewing Party or Single Business Return Reviewing Party (as applicable) is

responsible pursuant to Article III, the controlling party shall (A) defend such Tax Proceeding diligently and in good faith, (B) shall keep the non-controlling party informed in a timely manner of all actions proposed to be taken by the controlling party with respect to such Tax Proceeding (or to the extent practicable the portion of such Tax Proceeding that relates to Taxes for which the non-controlling party is responsible pursuant to Article III), (C) shall permit the non-controlling party to participate (at the non-controlling party's sole expense) in all proceedings with respect to such Tax Proceeding (or to the extent practicable the portion of such Tax Proceeding that relates to Taxes for which the non-controlling party is responsible pursuant to Article III), and (D) shall not settle any such Tax Proceeding without the prior written consent of the non-controlling party, which shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VI

COOPERATION

Section 6.01 General Cooperation.

(a) The Parties shall each cooperate fully (and each shall cause its respective Subsidiaries to cooperate fully) with all reasonable requests in writing from another Party hereto, or from an agent, representative or advisor to such Party, in connection with the preparation and filing of Tax Returns, claims for Refunds, Tax Proceedings, and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of either of the Parties or their respective Subsidiaries covered by this Agreement and in connection with any financial reporting matter relating to Taxes (a "Tax Matter"). Such cooperation shall include the provision of any information reasonably necessary or helpful in connection with a Tax Matter ("Information") and shall include, without limitation:

(i) the provision of any Tax Returns, other than any Cogint Consolidated Return, of the Parties and their respective Subsidiaries, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities (or, in the case of any Mixed Business Income Tax Return, to the extent practicable, the portion of such Tax Return that relates to Taxes for which SpinCo is responsible pursuant to this Agreement);

(ii) the execution of any document (including any power of attorney) in connection with any Tax Proceedings of either of the Parties or their respective Subsidiaries, or the filing of a Tax Return or a Refund claim of the Parties or any of their respective Subsidiaries;

(iii) the use of the Party's reasonable best efforts to obtain any documentation in connection with a Tax Matter;

(iv) the use of the Party's reasonable best efforts to obtain any Tax Returns (including accompanying schedules, related work papers, and documents) (other than any Cogint Consolidated Return), documents, books, records or other information in connection with the filing of any Tax Returns of either of the Parties or their Subsidiaries (or, in the case of any Mixed Business Income Tax Return, to the extent practicable, the portion of such Tax Return, documents, books, records or other information that relates to Taxes for which SpinCo is responsible pursuant to this Agreement); and

(v) the making of each Party's employees, advisors, and facilities available on a reasonable and mutually convenient basis in connection with the foregoing matters.

(b) Notwithstanding anything in this Agreement to the contrary, neither Party shall be required to provide the other Party or any of such other Party's Subsidiaries access to or copies of information, documents or personnel if such action could reasonably be expected to result in the waiver of any Privilege. In the event that either Party determines that the provision of any information or documents to the other Party or any of such other Party's Subsidiaries could be commercially detrimental, violate any law or agreement or waive any Privilege, the Parties shall use commercially reasonable efforts to permit compliance with its obligations hereunder in a manner that avoids any such harm or consequence.

(c) The Parties shall perform all actions required or permitted under this Agreement in good faith. If one Party requests the cooperation of the other Party pursuant to this Section 6.01 or any other provision of this Agreement, except as otherwise expressly provided in this Agreement, the requesting Party shall reimburse such other Party for all reasonable out-of-pocket costs and expenses incurred by such other Party in complying with the requesting Party's request.

Section 6.02 Retention of Records. Cogint and SpinCo shall retain or cause to be retained all Tax Returns, schedules and work papers, and all material records or other documents relating thereto in their possession, in each case that relate to a Pre-Closing Period, until the later of the six-year anniversary of the filing of the relevant Tax Return or, upon the written request of the other Party, for a reasonable time thereafter (the "Retention Period"). Upon the expiration of the Retention Period, the foregoing information may be destroyed or disposed of by the Party retaining such documentation or other information unless the other Party otherwise requests in writing before the expiration of the Retention Period. In such case, the Party retaining such documentation or other information shall deliver such materials to the other Party or continue to retain such materials, in either case at the expense of such other Party.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Dispute Resolution. In the event of any dispute between the Parties as to any matter covered by this Agreement, the Parties shall appoint a nationally recognized public accounting firm reasonably acceptable to both of the Parties (the "Accounting Firm") to resolve such dispute. In this regard, the Accounting Firm shall make determinations with respect to the disputed items based solely on representations made by Cogint and SpinCo and their respective representatives, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination within the ranges submitted by the

Parties. The Parties shall require the Accounting Firm to resolve all disputes no later than thirty (30) days after the submission of such dispute to the Accounting Firm, and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Parties. The Accounting Firm shall resolve all disputes in a manner consistent with this Agreement and, to the extent not inconsistent with this Agreement, in a manner consistent with the Past Practices of Cogint and its Subsidiaries, except as otherwise required by applicable Law. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The total costs and expenses of the Accounting Firm will be allocated and borne between Cogint and SpinCo based upon that percentage of such fees and expenses equal to the percentage of the dollar value of the proposed determinations submitted to the Accounting Firm determined in favor of the other Party; provided, that if in light of the nature of the dispute the foregoing is not feasible, such costs and expenses shall be borne equally by the Parties. Any initial retainer required by the Accounting Firm shall be funded equally by the Parties (and, following the Accounting Firm's determination, the Parties shall make appropriate payments between themselves as are necessary to give effect to the preceding sentence).

Section 7.02 Interest on Late Payments. With respect to any payment between the Parties pursuant to this Agreement not made by the due date set forth in this Agreement for such payment, the outstanding amount will accrue interest at a rate per annum equal to the prime rate published in the Wall Street Journal for the relevant period.

Section 7.03 Survival of Covenants. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Closing and remain in full force and effect in accordance with their applicable terms.

Section 7.04 Successors. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to either of the Parties hereto (including without limitation any successor of Cogint or SpinCo succeeding to the Tax Attributes of either under Section 381 of the Code), to the same extent as if such successor had been an original party to this Agreement. As of the Closing, this Agreement shall be binding on the Parent and the Parent shall be subject to the obligations and restrictions imposed on Cogint hereunder, including, without limitation, with respect to the indemnification obligations of Cogint hereunder.

Section 7.05 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner.

Section 7.06 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement, the Separation Agreement and the other Ancillary Agreements constitute the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties hereto with respect to the subject matter of this Agreement.

Section 7.07 Assignment; No Third-Party Beneficiaries. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties hereto, except that each Party may assign (a) any or all of its rights and obligations under this Agreement to any of its Subsidiaries and (b) any or all of its rights and obligations under this Agreement in connection with a sale or disposition of any of its assets or entities or lines of business; provided, however, that, in each case, no such assignment shall release such Party from any liability or obligation under this Agreement. Except as provided in Article III with respect to indemnified Parties, this Agreement is for the sole benefit of the Parties to this Agreement and their respective Subsidiaries and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.08 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by the Parties to this Agreement.

Section 7.09 Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by the Parties to this Agreement. No waiver by any Party of any provision of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 7.10 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs, clauses, exhibits and schedules of this Agreement unless otherwise specified; (c) the terms “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to “$” shall mean U.S. dollars; (e) the word “including” and words of similar import when used in this Agreement shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) Cogint and SpinCo have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement; and (k) a reference to any Person includes such Person’s successors and permitted assigns.

Section 7.11 Counterparts. This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 7.12 Coordination with the Employee Matters Agreements. To the extent any covenants or agreements between the Parties with respect to employee withholding Taxes are set forth in the Employee Matters Agreement, such Taxes shall be governed exclusively by the Employee Matters Agreement and not by this Agreement.

Section 7.13 Confidentiality. The parties hereby agree that the provisions of the Confidentiality Agreement shall apply to all information and material furnished by any Party or its representatives hereunder (including any Information and any Tax Returns).

Section 7.14 Expenses. Except as otherwise provided in this Agreement, whether or not the Distribution or the other transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs or expenses.

Section 7.15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 7.16 Notices. Any notice, demand, claim or other communication under this Agreement will be in writing and will be deemed to have been given (a) on delivery if delivered personally; (b) on the date on which delivery thereof is guaranteed by the carrier if delivered by a national courier guaranteeing delivery within a fixed number of days of sending; or (c) on the date of facsimile or email transmission thereof if delivery is confirmed, but, in each case, only if addressed to the Parties in the following manner at the following addresses or facsimile numbers (or at the other address or other number as a Party may specify by notice to the others):

If to: Cogint after the Distribution Date, to:

BlueFocus International Limited
600 Lexington Avenue, 6th Floor
New York, NY 10022
Attn: He Shen, Chief Financial Officer
Email: he.shen@bluefocus.com

with a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP

500 Boylston Street
Boston, MA 02116
Attn: Graham Robinson
Laura Knoll
Fax: (617) 573-4822
Email:
graham.robinson@skadden.com
laura.knoll@skadden.com

525 University Avenue
Palo Alto, CA 94301
Attn: Michael Mies
Fax: (650) 798-6510
Email: michael.mies@skadden.com

If to: SpinCo, prior to or after the Distribution Date (or if to Cogint before the Distribution Date) to:

2650 North Military Trail, Suite 300
Boca Raton, FL 33431
Attn: Chief Executive Officer
Email: derek@cogint.com
Fax: (561) 571-2712

with a copy (which shall not constitute notice) to:

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, Florida 33131

Attention: Teddy D. Klinghoffer
Mary V. Carroll

Email: teddy.klinghoffer@akerman.com
mary.carroll@akerman.com
Fax: (954) 463-2224

Any notice to Cogint will be deemed notice to all members of the Cogint Group, and any notice to SpinCo will be deemed notice to all members of the SpinCo Group.

Section 7.17 Coordination with Ancillary Agreements. Except as explicitly set forth in the Separation Agreement or any other Ancillary Agreement, this Agreement shall be the exclusive agreement among the Parties with respect to all Tax matters, including indemnification in respect of Tax matters. The Parties agree that this Agreement shall take precedence over any and all agreements among the Parties with respect to Tax matters.

Section 7.18 Effective Date. This Agreement shall become effective only upon the occurrence of the Distribution.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

Cogint, Inc.

By /s/ Derek Dubner
Name: Derek Dubner
Title: Chief Executive Officer

Red Violet, Inc.

By /s/ Derek Dubner
Name: Derek Dubner
Title: Chief Executive Officer

[Signature Page to Tax Matters Agreement]

Exhibit 10.5

Execution Version

EMPLOYEE MATTERS AGREEMENT

by and between

COGINT, INC.

and

RED VIOLET, INC.

dated as of

September 6, 2017

TABLE OF CONTENTS

EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT, dated as of September 6, 2017 (this "Agreement"), is entered into by and between Cogint, Inc., a Delaware corporation ("Cogint") and Red Violet, Inc., a Delaware corporation ("SpinCo"). Each of Cogint and SpinCo is referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to such terms in the Separation Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Separation and Distribution Agreement (the "Separation Agreement") dated as of the date hereof, by and among Cogint and SpinCo, Cogint and SpinCo have set out the terms on which, and the conditions subject to which, they wish to implement the Internal Reorganization and the Spin-Off;

WHEREAS, pursuant to that certain Business Combination Agreement (the "Business Combination Agreement"), dated as of the date hereof, by and between Cogint and BlueFocus International Limited ("Parent"), immediately following the Spin-Off, Parent will contribute cash and certain of its Subsidiaries to Cogint in exchange for the issuance of shares of common stock, par value $0.00005, of Cogint (the "Cogint Common Stock") and following such investment Cogint will be a majority-owned Subsidiary of Parent (the "Investment"); and

WHEREAS, in connection with the foregoing, the Parties have entered into this Agreement to allocate, among Cogint and SpinCo, Assets, Liabilities and responsibilities with respect to certain employee compensation, benefits, labor and certain other employment matters pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

"Closing" has the meaning specified in the Business Combination Agreement.

"Closing Plan Year" means the calendar year in which the Business Transfer Time occurs.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor federal income tax Law. Reference to a specific Code provision also includes any temporary or final regulation in force under that provision.

"Cogint" has the meaning specified in the preamble of this Agreement.

"Cogint Common Stock" has the meaning specified in the recitals of this Agreement.

"Cogint Equity Award" means a Cogint Stock Option or Cogint RSU.

"Cogint Health and Welfare Benefit Plans" means the health and welfare plans sponsored and maintained by Cogint or any of its subsidiaries or Affiliates, including any flexible benefit plan.

"Cogint Option" means a compensatory stock option granted under a Cogint Stock Plan or pursuant to any other agreement entered into outside of a Cogint Stock Plan.

"Cogint Benefit Plan" means any of (i) the Cogint Health and Welfare Benefit Plans, the Cogint Retirement Plan, and (ii) any other Plan that, as of the close of business on the day before the Business Transfer Time, is sponsored or maintained solely by Cogint or a Cogint Group member.

"Cogint Retirement Plan" means the Cogint, Inc. 401(k) Profit Sharing Plan and Trust, as in effect immediately prior to the Business Transfer Time.

"Cogint RSU" means any compensatory restricted stock unit granted under a Cogint Stock Plan or pursuant to any other agreement entered into outside of a Cogint Stock Plan.

"Cogint Stock Plans" means the IDI, Inc. 2015 Stock Incentive Plan, as amended, and the SearchMedia Holdings Limited Amended and Restated 2008 Share Incentive Plan.

"Employee" means with respect to any entity, an individual who is considered, according to the payroll and other records of such entity, to be employed by such entity, whether active or inactive, on disability leave, or on other leave of absence.

"Employment Agreement" means any individual employment, offer, retention, consulting, change in control, split dollar life insurance, sale bonus, incentive bonus, severance, restrictive covenant or other employment related or individual compensatory agreement between any current or former employee and Cogint or any of its Affiliates (including SpinCo), in each case that is not exclusively related to the Fluent Business.

"Employment Claim" means any actual, threatened or potential lawsuit, arbitration, ERISA claim, or federal, state, or local judicial or administrative proceeding of whatever kind involving a demand by or on behalf of or relating to an employee, former employee, job applicant, intern or volunteer, independent contractor, leased employee, or anyone claiming to be an employee or joint employee, or by or relating to a collective bargaining agent of employees, or by or relating to any federal, state, or local government agency alleging liability against an entity as an employer or against an employee pension, welfare or other benefit plan, or an administrator, trustee or fiduciary thereof.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended. Reference to a specified provision of ERISA also includes any temporary or final regulations in force under that provision.

"Former SpinCo Employee" means former Employees of Cogint or its Affiliates (including members of the SpinCo Group) whose last employment with Cogint or its Affiliates before the Business Transfer Time was with a SpinCo Entity or was not primarily related to the Fluent Business.

"IRS" means the United States Internal Revenue Service or any successor thereto.

"Party" and "Parties" have the meaning set forth in the preamble of this Agreement.

"Plan" means any plan, policy, arrangement, contract or agreement providing compensation or benefits for any group of Employees or individual Employee, or the dependents or beneficiaries of any such Employee(s), whether formal or informal or written or unwritten, and including, without limitation, any means, whether or not legally required, pursuant to which any benefit is provided by an employer to any Employee or the beneficiaries of any such Employee. The term "Plan" as used in this Agreement does not include any contract, agreement or understanding relating to settlement of actual or potential Employment Claims. Notwithstanding the foregoing, no Employment Agreement will constitute a Plan for purposes hereof.

"Plan Payee" means an individual who is entitled to payment of Plan benefits in his or her capacity as a beneficiary with respect to the benefits of a deceased participant in the Plan or an alternate payee under a qualified domestic relations order within the meaning of Section 414(p)(1)(A) of the Code and Section 206(d)(3)(B)(i) of ERISA with respect to the benefits of a participant in the Plan.

"Separation Agreement" has the meaning specified in the recitals of this Agreement.

"SpinCo" has the meaning specified in the preamble of this Agreement.

"SpinCo Benefit Plans" means any Plan that is sponsored or maintained by SpinCo or a SpinCo Entity.

"SpinCo Common Stock" has the meaning specified in the Separation Agreement.

"Workers' Compensation Event" means the event, injury, illness or condition giving rise to a workers' compensation claim.

TERMS DEFINED IN THIS AGREEMENT

Agreement	Preamble
Business Combination Agreement	Recitals
COBRA	2.04(d)
Investment	Recitals
Parent	Recitals
2015 Plan Cogint Options	2.10(b)
SpinCo Employee	2.01(a)
SpinCo FSAs	2.04(c)
SpinCo LTD Employees	2.01(a)
SpinCo Retirement Plan	2.02(b)
WARN	3.01

Section 1.02 Interpretation; Construction. Unless the context of this Agreement otherwise requires:

(a) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms “hereof,” “herein,” “hereby,” “hereto,” “herewith,” “hereunder” and derivative or similar words refer to this entire Agreement; (E) the terms “Article,” “Section,” “Annex,” “Exhibit,” and “Schedule” refer to the specified Article, Section, Annex, Exhibit or Schedule of this Agreement and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs; (F) the word “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” and (G) the word “or” shall be disjunctive but not exclusive;

(b) references to Contracts (including this Agreement) and other documents or Laws shall be deemed to include references to such Contract or Law as amended, restated, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions);

(c) references to any federal, state, local, or foreign statute or Law shall include all regulations promulgated thereunder; and

(d) references to any Person include references to such Person’s successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(e) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(f) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(g) The word “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(h) The term “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(i) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP unless the context otherwise requires.

(j) All monetary figures shall be in United States dollars unless otherwise specified.

Section 1.03 Survival. If the Investment is consummated, the obligations set forth in this Agreement shall remain in full force and effect and shall survive the Business Transfer Time.

Section 1.04 Termination. This Agreement shall terminate automatically without any further action of the Parties upon a termination of the Business Combination Agreement, and no Party will have any further obligations to the other Parties.

ARTICLE II
EMPLOYEES AND EMPLOYEE BENEFITS

Section 2.01 Employment.

(a) Transfer of Employees to SpinCo and Cogint. At or prior to the Business Transfer Time, Cogint and SpinCo shall take all steps necessary and appropriate so that the employment of all of the following Employees is transferred to or continued with the SpinCo Entities: (i) each Employee (other than any Employees who are on long-term disability leave as of the Business Transfer Time (such Employees, "SpinCo LTD Employees")) whose employment duties immediately prior to the Business Transfer Time relate primarily to the IDI Business and (ii) each Employee listed on Schedule 2.01(a)(1) attached hereto (clauses (i) and (ii) collectively, the "SpinCo Employees," and each such Employee, a "SpinCo Employee"). At or prior to the Business Transfer Time, Cogint and SpinCo shall take all steps necessary and appropriate so that the employment of all of the following Employees is transferred to or continued with the Cogint Entities: each Employee whose employment duties immediately prior to the Business Transfer Time relate primarily to the Fluent Business (collectively, the "Continuing Cogint Employees" and each such Employee a "Continuing Cogint Employee"). The Parties shall cooperate to effect transfers of employment contemplated by this Section 2.01 in a manner that does not result in severance or termination payments or benefits becoming due to any affected Employee.

(b) Continued Employment. Between the date hereof and the Business Transfer Time, the Parties shall not, and shall cause their Affiliates not to, terminate the employment of any Employees other than in the ordinary course of business and shall not transfer the employment of such Employees prior to the Business Transfer Time except as provided in Section 2.01(a).

(c) Allocation of Responsibilities as Employer; Assumption of Employment-Related Liabilities. At the Business Transfer Time SpinCo or the applicable member of the SpinCo Group shall retain or assume, as the case may be, responsibility as employer of the SpinCo Employees. In addition, at the Business Transfer Time, SpinCo shall

retain or assume all Liabilities related to the employment or retention of SpinCo Employees and Former SpinCo Employees, except as specifically provided herein, including Liabilities for any Employment Claim with respect to a SpinCo Employee or Former SpinCo Employee.

(d) Employment Agreements. At or prior to the Business Transfer Time, the Parties shall cause SpinCo to assume, perform and be solely and exclusively responsible for all Employment Agreements and all obligations and Liabilities with respect thereto, to be effective as of the Business Transfer Time. On and after the Business Transfer Time, Cogint and its Affiliates (other than SpinCo Entities) shall have no obligations or liabilities with respect to such Employment Agreements. From and after the Business Transfer Time, SpinCo shall retain or assume all Liabilities under and perform all obligations under all SpinCo Benefit Plans and all Employment Agreements. To the extent an Employment Agreement is not transferred in accordance with this Section 2.01(d), SpinCo shall fully indemnify Cogint and any applicable Cogint Group member with respect to all Liabilities incurred in connection with such Employment Agreement (including any termination thereof).

(e) Service Credit. From and after the Closing, SpinCo shall give each SpinCo Employee full credit for determining the amount of paid time off, vacation or sick leave, and the level of employer contributions under any defined contribution retirement plan, and for purposes of eligibility to participate and vesting (but not benefit accruals (if applicable)) under any employee benefit plans, arrangements, collective agreements and employment-related entitlements (including under any applicable pension, defined contribution (for example, 401(k)), deferred compensation, savings, medical, dental, life insurance, disability, vacation, long-service leave or other leave entitlements, post-retirement health and life insurance, termination indemnity, severance or separation pay plans) provided, sponsored, maintained or contributed to by SpinCo or any of its Affiliates under which such SpinCo Employee is eligible to participate after the Business Transfer Time for such SpinCo Employee's service with Cogint, SpinCo or their respective Subsidiaries prior to the Business Transfer Time, to the same extent recognized by any of Cogint, SpinCo and their respective Subsidiaries immediately prior to the Business Transfer Time, except to the extent such credit would result in the duplication of benefits for the same period of service.

(f) Independent Contractors. With respect to any independent contractor agreements that with independent contractors that relate primarily to the Fluent Business and that are not with Cogint or a Cogint Group member, the Parties shall use reasonable best efforts to assign the applicable Contract and related Liabilities to a member of the Cogint Group in the applicable jurisdiction (or such other Cogint Group member as is designated by Cogint). With respect to any independent contractor agreements with independent contractors that relate primarily to the IDI Business and that are not with SpinCo or a SpinCo Group member, the Parties shall use reasonable best efforts to assign the applicable Contract and related Liabilities to a member of the SpinCo Group in the applicable jurisdiction.

(g) SpinCo LTD Employees. Cogint shall, or shall cause a Cogint Group member to, employ or retain the employment of each SpinCo LTD Employee until such SpinCo LTD Employee returns to active work or ceases to have a right to reemployment. SpinCo shall, or cause a SpinCo Group member to, offer (upon substantially comparable terms and conditions of employment) employment to each SpinCo LTD Employee when such SpinCo LTD Employee returns to work within the latest of (i) the time period prescribed under applicable Law, (ii) the

applicable leave policy governing such employee at the time the disability commenced and (iii) six (6) months, and shall hire each SpinCo LTD Employee who accepts such offer of employment. SpinCo or a SpinCo Group member, as the case may be, shall indemnify each Cogint Group member against any Liability with respect to a failure by SpinCo or a SpinCo Group member to (i) offer to hire such SpinCo LTD Employee or (ii) hire such SpinCo LTD Employee who accepts an offer of employment by SpinCo or a SpinCo Group member and arrives to work in accordance with this Section 2.01(g). Periodically following the Business Transfer Time, Cogint shall calculate the out of pocket cost of the compensation, benefits and other employment-related costs actually incurred by Cogint Group members in employing such SpinCo LTD Employees following the Business Transfer Time (including out of pocket costs associated with terminating the employment of any such SpinCo LTD Employee) and shall provide SpinCo with notice and reasonable documentation of such amount. Promptly following SpinCo's receipt of such notice, SpinCo shall reimburse such amount to Cogint.

Section 2.02 Retirement Plans.

(a) Cogint Retirement Plan. Effective on the Business Transfer Time, SpinCo Employees shall cease to be eligible to: (A) have elective deferrals contributed on their behalf to the Cogint Retirement Plan with respect to pay paid after the Business Transfer Time, (B) be credited with future employer contributions (for example, matching contributions) in the Cogint Retirement Plan, or (C) make contributions (for example, rollovers or loan repayments) to the Cogint Retirement Plan and shall cease to be active participants in such Plan. Effective on the Business Transfer Time, each SpinCo Group member shall cease to be a participating employer in the Cogint Retirement Plan.

(b) SpinCo Retirement Plan. Prior to the Business Transfer Time, SpinCo shall take all action necessary and appropriate to establish or maintain for the benefit of SpinCo Employees (i) a defined contribution plan qualified under Section 401(a) of the Code that includes a cash or deferred arrangement qualified under Section 401(k) of the Code that is a participant-directed individual account plan that complies with Section 404(c) of ERISA, and (ii) a related trust or trusts exempt under Section 501(a) of the Code, each to be effective no later than the Business Transfer Time (such plan and trust(s), the "SpinCo Retirement Plan").

(c) 401(k) Transfer of Assets and Liabilities. SpinCo shall cause each SpinCo Employee who is covered under the Cogint Retirement Plan immediately prior the Business Transfer Time to be covered under the SpinCo Retirement Plan immediately following the Business Transfer Time. Cogint shall cause to be transferred from the Cogint Retirement Plan to the SpinCo Retirement Plan the full cash value of the SpinCo Employees' account balances under the Cogint Retirement Plan, including any outstanding participant loans, and SpinCo shall cause the SpinCo Retirement Plan to accept such transfer. The transfer of assets and the related liabilities shall take place as soon as practicable following the Business Transfer Time; provided, however, that in no event shall the transfer take place until SpinCo has provided Cogint with a favorable determination letter from the IRS with respect to the qualification of the SpinCo Retirement Plan under Section 401(a) of the Code (or other evidence of qualification acceptable to Cogint). Cogint and the Cogint Retirement Plan shall be relieved of the liability for the SpinCo Employees' accounts under the Cogint Retirement Plan following the transfer of assets and liabilities described in this paragraph.

Section 2.03 [Reserved].

Section 2.04 Health and Welfare Benefits.

(a) Cogint Health and Welfare Benefit Plans. Effective as of the Business Transfer Time, SpinCo Employees will cease to participate in the Cogint Health and Welfare Benefit Plans and each member of the SpinCo Group shall cease to be a participating employer in the Cogint Health and Welfare Plans. The Cogint Health and Welfare Benefit Plans shall continue to be responsible for the payments of any claims for benefits with respect to SpinCo Employees that occur prior to the Business Transfer Time to the extent such claims are covered under applicable insurance.

(b) Establishment of SpinCo Health and Welfare Benefit Plans. Prior to the Business Transfer Time, SpinCo shall or shall cause one of its Affiliates to take, or cause to be taken, or have taken, all action necessary and appropriate to establish or designate and administer a group welfare benefits plan for the benefit of all SpinCo Employees effective as of the Business Transfer Time (the "SpinCo Health and Welfare Benefit Plans") and to provide benefits thereunder for all eligible SpinCo Employees who choose to enroll in such Plans that are substantially comparable to those provided under the Cogint Health and Welfare Benefit Plans as of the date hereof. SpinCo will cause such SpinCo Health and Welfare Benefit Plans to cover those SpinCo Employees and their dependents who immediately prior to the Business Transfer Time were participating in, or entitled to present or future benefits under, the corresponding Cogint Health and Welfare Benefit Plans. Except as otherwise provided in Section 2.04(a), SpinCo will be responsible for all Liabilities associated with claims incurred prior to the Business Transfer Time by SpinCo Employees and Former SpinCo Employees and their dependents under the Cogint Health and Welfare Benefit Plans, which are paid on or after the Business Transfer Time, regardless of when such claims are incurred, filed and/or paid, and shall promptly reimburse Cogint for any such amounts following receipt from Cogint of adequate documentation.

(c) Prior to the Business Transfer Time, SpinCo shall establish or designate a dependent care spending account and a medical care spending account (the "SpinCo FSAs"). The Parties shall take all steps reasonably necessary or appropriate so that the account balances (positive or negative) under the dependent care spending account and a medical care spending account plans sponsored by Cogint (the "Cogint FSAs") of each SpinCo Employee who has elected to participate therein in the year in which the Business Transfer Time occurs shall be transferred on, or as soon as practicable after, the Business Transfer Time from the Cogint FSAs to the corresponding SpinCo FSAs. The SpinCo FSAs shall assume responsibility as of the Business Transfer Time for all outstanding dependent care and medical care claims under the Cogint FSAs of each SpinCo Employee for the year in which the Business Transfer Time occurs and shall assume the rights of and agree to perform the obligations of the analogous Cogint FSA from and after the day following the date of the Business Transfer Time. The Parties shall cooperate to provide that the contribution elections of each such SpinCo Employee as in effect immediately before the Business Transfer Time remain in effect under the SpinCo FSAs following the Business Transfer Time. As soon as practicable after the Business Transfer Time, Cogint shall transfer to SpinCo an amount equal to the total contributions made to the Cogint FSAs by SpinCo Employees in respect of the plan year in which the Business Transfer Time

occurs, reduced by an amount equal to the total claims already paid in respect of such plan year. From and after the Business Transfer Time, Cogint shall (subject to applicable Law) provide SpinCo with such information such entity may reasonably request to enable it to verify any claims information pertaining to a Cogint FSA.

(d) Continuation Coverage. As of the Business Transfer Time, SpinCo and the SpinCo Health and Welfare Benefit Plans shall assume or retain and shall be solely responsible for providing and meeting the continuation coverage requirements imposed by Section 4980B of the Code and Sections 601 through 608 of ERISA ("COBRA") or similar state law for all SpinCo Employees and all Former SpinCo Employees, as well as their "qualified beneficiaries" (as defined under COBRA), regardless of whether such Liabilities arose before, on or after the Business Transfer Time.

(e) 6055/6056 Reporting. SpinCo shall be solely responsible for ensuring that SpinCo complies with the reporting obligations under Section 6056 of the Code (Reporting of Offers of Coverage) with respect to SpinCo Employees for the Closing Plan Year (including while SpinCo was owned by Cogint) and periods after the Business Transfer Time, for which SpinCo has a reporting obligation, provided that Cogint shall be responsible for complying with all reporting obligations with respect to the year prior to the Closing Plan Year. In this regard, SpinCo shall be responsible for distributing IRS Form 1095-C to applicable individuals and filing IRS Forms 1094-C and 1095-C with the IRS, all according to the applicable rules and regulations governing such forms. SpinCo shall also be solely responsible for ensuring that SpinCo complies with the reporting obligations under Section 6055 of the Code (Reporting of Enrollment in Minimum Essential Coverage) with respect to all SpinCo Employees who are enrolled in a self-insured medical plan under the Cogint Health and Welfare Benefit Plans. SpinCo may meet this obligation either through IRS Forms 1094-C and 1095-C or IRS Forms 1094-B and 1095-B, all in accordance with applicable rules and regulations. The reporting obligations under Section 6055 of the Code for SpinCo Employees who are enrolled in a fully insured medical plan under the Cogint Health and Welfare Benefit Plans shall be met by the applicable insurance carrier or HMO. Cogint shall work with SpinCo to provide all necessary, pre-Business Transfer Time information for SpinCo to meet its reporting obligation, which information shall be complete, accurate and timely provided to SpinCo.

(f) Credit for Benefits. SpinCo shall (1) waive for each SpinCo Employee and his or her dependents, any waiting period provision, payment requirement to avoid a waiting period, pre-existing condition limitation, actively-at-work requirement and any other restriction that would prevent immediate or full participation under the SpinCo Health and Welfare Benefit Plans to the extent such waiting period, pre-existing condition limitation, actively-at-work requirement or other restriction was satisfied by or would not have been applicable to such SpinCo Employee or dependent under the terms of the welfare plans of SpinCo and its Affiliates (including Cogint) immediately prior to the Closing, and (2) give full credit under the SpinCo Health and Welfare Benefit Plans applicable to each SpinCo Employee and his or her dependents for all co-payments and deductibles satisfied prior to the Closing in the Closing Plan Year, and for any lifetime maximums, as if there had been a single continuous employer.

Section 2.05 Workers' Compensation. Cogint will be solely responsible for all United States (including its territories) workers' compensation claims for all Employees and former Employees of Cogint or its Affiliates other than the SpinCo Employees, regardless of when the Workers' Compensation Events to which such claims relate occur except to the extent claims of SpinCo Employees related to events occurring prior to the Business Transfer Time are covered under an applicable Cogint's workers' compensation insurance policy. Effective as of the Business Transfer Time, SpinCo and its Affiliates will be solely responsible for all United States (including its territories) workers' compensation claims of SpinCo Employees and Former SpinCo Employees with respect to Workers' Compensation Events, regardless of when such Workers' Compensation Events to which such claims relate occur except to the extent claims related to events occurring prior to the Business Transfer Time are covered under an applicable Cogint's workers' compensation insurance policy. If a Workers' Compensation Event occurs over a period both preceding and following the date of the Business Transfer Time, the claim shall be, to the extent not covered by insurance, the joint responsibility of Cogint and SpinCo (allocated as appropriate between Cogint and SpinCo based upon the relative periods of time that the Workers' Compensation Event transpired preceding and following the Business Transfer Time). The Parties shall cooperate with respect to any notification to appropriate governmental agencies of the disposition and the issuance of new, or the transfer of existing, workers' compensation insurance policies and contracts governing the handling of claims.

Section 2.06 Vacation and Sick Pay Liabilities. On and after the Business Transfer Time, SpinCo shall provide the SpinCo Employees with the same vested and unvested balances of vacation and sick leave as credited to the SpinCo Employees on Cogint's or its Affiliate's payroll system immediately prior to the Business Transfer Time. On and after the Business Transfer Time, SpinCo shall continue to accrue vacation and sick leave in respect of each SpinCo Employee according to Cogint's accrual schedule as in effect immediately prior to the Business Transfer Time.

Section 2.07 Severance. Effective as of the Closing, SpinCo shall assume all severance obligations under any Cogint Benefit Plan with respect to any Former SpinCo Employee.

Section 2.08 Preservation of Right To Amend or Terminate Plans. Except as otherwise expressly provided in this Agreement, the Separation Agreement or the Business Combination Agreement, no provisions of this Agreement, shall be construed as a limitation on the right of Cogint or SpinCo or any Affiliate thereof to amend any Plan or terminate its participation therein which Cogint or SpinCo or any Affiliate thereof would otherwise have under the terms of such Plan or otherwise, and no provision of this Agreement shall be construed to create a right in any Employee or former Employee, or dependent or beneficiary of such Employee or former Employee, or any Plan Payee under a Plan which such person would not otherwise have under the terms of the Plan itself.

Section 2.09 No Right to Employment. Notwithstanding anything to the contrary set forth in this Agreement, no provisions of this Agreement shall be deemed to guarantee employment (or any terms or benefits of employment) for any period of time for, or preclude the ability of a Party or any of its Affiliates to terminate, any employee or individual service provider or any benefit plan for any reason.

Section 2.10 Cogint Equity Awards Compensation Plans and Awards.

(a) Cogint RSUs. Prior to the Record Date each outstanding Cogint RSUs shall, to the extent unvested, vest in full and the holder of each Cogint RSU shall receive, prior to the Record Date, a share of Cogint Common Stock with respect to each such Cogint RSU.

(b) Cogint Options. All Cogint Options shall fully vest and may be exercised for a period of at least ten days prior to the Record Date. Upon the Record Date, all outstanding Cogint Options that were not exercised prior to the Record Date shall immediately terminate; except that Cogint Options issued under the 2015 Plan ("2015 Plan Cogint Options") shall terminate immediately prior to the Closing and provided further that Cogint Options (including 2015 Plan Cogint Options exercised after the Record Date) shall not be equitably adjusted in respect of the Spin-Off, the Cash Dividend (as defined in the Business Combination Agreement) or otherwise connection with the Transactions (as defined in the Business Combination Agreement).

(c) Cogint Restricted Shares. Restricted shares of Cogint Common Stock issued pursuant to Section 6.26(a) of the Company Disclosure Schedule to the Business Combination Agreement shall be treated in a manner consistent with the terms and conditions specified on Section 6.26(a) of the Company Disclosure Schedule to the Business Combination Agreement.

(d) Notice. Cogint and SpinCo shall take any and all reasonable actions as shall be necessary and appropriate to further the provisions of this Section 2.10, including, to the extent practicable, providing written notice or similar communication to each holder of a Cogint Equity Award informing such holder of the actions contemplated by this Section 2.10 with respect to such award. Without limiting the foregoing, (A) holders of Cogint Options shall receive reasonable prior notice of the exercise period prior to the Record Date, (ii) the termination of unexercised Cogint Options upon the Record Date (or, in the case of 2015 Plan Cogint Options, immediately prior to the Closing) and (iii) the fact that Cogint Options (including 2015 Plan Cogint Options exercised after the Record Date) shall not be equitably adjusted in respect of the Spin-Off, the Cash Dividend or otherwise connection with the Transactions and (B) Cogint shall deliver shares of Cogint Common Stock to the holder of each Cogint RSU which prior to the Record Date had been vested but with respect to which the delivery of Cogint Common Stock had previously been deferred (and shall take all necessary or appropriate actions to effect such delivery).

(e) Tax Reporting and Withholding. Cogint will be responsible for all income, payroll, or other tax reporting related to income from a Cogint Equity Award of any current or former employee, director or other service provider of Cogint. Further, Cogint shall be responsible for remitting applicable tax withholdings to each applicable taxing authority. Cogint and SpinCo acknowledge and agree that the parties will cooperate with each other and with third-party providers to effect withholding and remittance of taxes, as well as required tax reporting, in a timely, efficient, and appropriate manner.

(f) Miscellaneous. Cogint and SpinCo shall take any and all actions reasonably necessary to effectuate the transactions contemplated by this Section 2.10. Without limiting the generality of the foregoing, as soon as practicable after the Closing, to the extent necessary, SpinCo shall prepare and file with the SEC a registration statement registering the number of shares of SpinCo Common Stock necessary to fulfill SpinCo's obligations under this Section 2.10 (and keep such registration statement effective until such obligations are fulfilled).

Section 2.11 Cash Incentives. At the Business Transfer Time, the participation by each SpinCo Employee in any cash annual bonus, commission, sign-on, retention, stay bonus, transaction bonus or similar plan or agreement of Cogint or a Cogint Group member shall end, and SpinCo shall assume all Liabilities with respect to such cash incentives provided to SpinCo Employees.

ARTICLE III
LABOR AND EMPLOYMENT MATTERS

Notwithstanding any other provision of this Agreement or any other agreement between SpinCo and Cogint to the contrary, the Parties understand and agree as follows:

Section 3.01 WARN Obligations. Before and after the Business Transfer Time, each Party shall comply in all material respects with the Worker Adjustment and Retraining Notification Act and similar state and local laws ("WARN"). As of the Business Transfer Time, SpinCo and its Affiliates shall be responsible for all obligations and liabilities under WARN relating to the SpinCo Employees arising from mass layoffs or plant closings (each as defined under WARN) occurring on or after the Business Transfer Time, and Cogint shall be responsible for all obligations and liabilities under WARN arising from mass layoff or plant closings (each as defined under WARN) occurring prior to the Business Transfer Time.

Section 3.02 Last Payroll; Payroll Taxes and Reporting.

(a) On the applicable Cogint Group member's first ordinary payroll date occurring on or after the Business Transfer Time, Cogint shall cause to be paid to all SpinCo Employees all unpaid wages and other compensation due and payable through the Business Transfer Time.

(b) Cogint and SpinCo (i) shall, to the extent practicable, treat SpinCo (or an SpinCo Group member designated by SpinCo) as a "successor employer" and Cogint (or the appropriate Cogint Group member) as a "predecessor," within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, with respect to SpinCo Employees for purposes of taxes imposed under the United States Federal Unemployment Tax Act or the United States Federal Insurance Contributions Act, and (ii) hereby agree to use commercially reasonable efforts to implement the alternate procedure described in Section 5 of Revenue Procedure 2004-53. Without limiting in any manner the obligations and Liabilities of the Parties under the Tax Matters Agreement or the Business Combination Agreement, including all withholding obligations otherwise set forth therein, SpinCo and each SpinCo Group member shall bear its responsibility for payroll tax obligations and for the proper reporting to the appropriate governmental authorities of compensation earned after the Business Transfer Time.

Section 3.03 Attorney-Client Privilege. The provisions herein requiring the Parties to cooperate shall not be deemed to be a waiver of the attorney-client privilege for the Parties nor shall it require the Parties to waive their attorney-client privilege. In the event of any conflict between the applicable terms of the Separation Agreement and the terms of this Agreement with respect to matters relating to attorney-client privilege, the work product doctrine and all other evidentiary privileges and nondisclosure doctrines, the applicable terms of the Separation Agreement, as applicable (including Section 6.8 of the Separation Agreement), shall prevail.

ARTICLE IV
REMEDIES; GENERAL MATTERS

Section 4.01 Reserved.

Section 4.02 Enforcement. The Parties agree that irreparable damage would occur, and that the Parties would not have any adequate remedy at Law, in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, without proof of actual damages or otherwise, in addition to any other remedy to which any party hereto is entitled at Law or in equity. Each party hereto agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

Section 4.03 Non-Termination of Employment; No Third Party Beneficiaries. No provision of this Agreement or the Separation Agreement shall be construed to create any right, or accelerate entitlement, to any compensation or benefit whatsoever on the part of any future, present, or former employee of Cogint, SpinCo, or a SpinCo Group member under any Cogint Benefit Plan or SpinCo Benefit Plan or otherwise. Except as expressly provided in this Agreement, nothing in this Agreement shall preclude a Party (or that Party's Affiliates), at any time after the Business Transfer Time, from amending, merging, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any Plan, any benefit under any Plan or any trust, insurance policy or funding vehicle related to any Plan.

Section 4.04 Sharing of Information; Audit Rights with Respect to Information Provided.

(a) Subject to applicable Law, Cogint and SpinCo shall share, and shall cause each member of its respective Group to reasonably cooperate with the other Party hereto to (i) share, with each other and their respective agents and vendors all participant information reasonably necessary for the efficient and accurate administration of each of the Cogint Benefit Plans and the SpinCo Benefit Plans, (ii) facilitate the transactions and activities contemplated by this Agreement and (iii) resolve any and all employment-related claims regarding Employees.

(b) Each of Cogint and SpinCo, and their duly authorized representatives, shall have the right to conduct reasonable audits with respect to all information provided to it by the other Party. The Parties shall cooperate to determine the procedures and guidelines for conducting audits under this Section 4.04, which shall require reasonable advance notice by the auditing Party. The auditing Party shall have the right to make copies of any records at its expense, subject to applicable Law.

Section 4.05 Fiduciary Matters. Each of Cogint and SpinCo acknowledge that actions required to be taken pursuant to this Agreement may be subject to fiduciary duties or standards of conduct under ERISA or other applicable Law, and no Party shall be deemed to be in violation of this Agreement if it fails to comply with any provisions hereof based upon its good faith determination (as supported by advice from counsel experienced in such matters) that to do so would violate such a fiduciary duty or standard. Each Party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release and indemnify the other Party for any Liabilities caused by the failure to satisfy any such responsibility.

Section 4.06 Consent of Third Parties. If any provision of this Agreement is dependent on the consent of any third party (such as a vendor or Governmental Authority) and such consent is withheld, Cogint and SpinCo shall use commercially reasonable efforts to implement the applicable provisions of this Agreement to the full extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, Cogint and SpinCo shall negotiate in good faith to implement the provision in a mutually satisfactory manner. The phrase "commercially reasonable efforts" as used herein shall not be construed to require the incurrence of any non-routine or unreasonable expense or liability or the waiver of any right.

Section 4.07 Reimbursement. From time to time after the Business Transfer Time, the Parties shall promptly reimburse one another, upon reasonable request of the Party requesting reimbursement and the presentation by such Party of such substantiating documentation as the other Party shall reasonably request, for the cost of any Liabilities satisfied or assumed by the Party requesting reimbursement or its Affiliates that are made, pursuant to this Agreement, the responsibility of the other Party or any of its Affiliates.

ARTICLE V

MISCELLANEOUS

Section 5.01 Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship set forth herein.

Section 5.02 Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

Section 5.03 Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement.

Section 5.04 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or pdf. transmission shall be binding to the same extent as an original signature page.

Section 5.05 Severability. If any provision of this Agreement or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 5.06 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Cogint, after the Business Transfer Time:

BlueFocus International Limited
600 Lexington Avenue, 6th Floor
New York, NY 10022
Attn: He Shen, Chief Financial Officer
Email: he.shen@bluefocus.com

with a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
500 Boylston Street
Boston, MA 02116
Attn: Graham Robinson
Laura Knoll
Fax: (617) 573-4822
Email: graham.robinson@skadden.com
Laura.knoll@skadden.com

If to SpinCo, prior to or after the Business Transfer Time (and to Cogint prior to the Business Transfer Time):

2650 North Military Trail, Suite 300
Boca Raton, FL 33431
Attn: Chief Executive Officer
Fax: (561) 571-2712
Email: derek@cogint.com

with a copy (which shall not constitute notice) to:

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street, Suite 1100
Miami, FL 33131
Attn: Teddy D. Klinghoffer
Mary V. Carroll
Fax: (954) 463-2224
Email: teddy.klinghoffer@ackerman.com
mary.carroll@ackerman.com

or to such other address addresses as the Parties hereto may from time to time designate in writing.

Section 5.07 Further Assurances. Each party hereto agrees that it will execute and deliver or cause its respective Affiliates to execute and deliver such further instruments, and take (or cause their respective Affiliates to take) such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement.

Section 5.08 Amendment; Waiver. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by the Parties in the same manner as this Agreement and which makes reference to this Agreement. Any party hereto may waive any of the terms or conditions of this Agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party hereto sought to be charged with such waiver. No waiver by any of the Parties of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 5.09 Governing Law. This Agreement and all Legal Proceedings (whether in contract or tort) that may be based upon, arise out of or relate hereto or thereto or the negotiation, execution or performance hereof (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to the choice of law or conflicts of law principles thereof. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

Section 5.10 Consent to Jurisdiction: Waiver of Jury Trial.

(a) Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any state or federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Legal Proceeding arising out of or relating to this Agreement, the documents referred to in this Agreement, or any of the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the parties hereby irrevocably and unconditionally (i) agrees not to commence any such Legal Proceeding except in such courts, (ii) agrees that any claim in respect of any such Legal Proceeding may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such state or federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Legal Proceeding in the Court of Chancery of the State of Delaware or such state or federal court and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Legal Proceeding in the Court of Chancery of the State of Delaware or such state or federal court. Each of the Parties agrees that a final judgment in any such Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 5.06. Nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by Law.

(b) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY AGREEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THE ANCILLARY AGREEMENTS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) EACH PARTY MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10(b).

Section 5.11 Entire Agreement. This Agreement, the other Ancillary Agreements and the Separation Agreement constitute the entire agreement among the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the Parties, except as expressly set forth in this Agreement, the other Ancillary Agreements and the Separation Agreement.

Section 5.12 Expenses. Each Party hereto shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COGINT, INC.

By: /s/ Derek Dubner
Name: Derek Dubner
Title: Chief Executive Officer

RED VIOLET, INC.

By: /s/ Derek Dubner
Name: Derek Dubner
Title: Chief Executive Officer

Schedule 2.01(a)(1)
SpinCo Employees

Michael Brauser	Chairman of the Board of Directors
Derek Dubner	Chief Executive Officer
Daniel MacLachlan	Chief Financial Officer
James Reilly	President

Third Amendment to Employment Agreement

This Third Amendment to Employment Agreement is made as of the 6th day of September, 2017 (the "Third Amendment Effective Date") by and between Cogint, Inc., a Delaware corporation (the "Company"), and James Reilly (the "Employee"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Employment Agreement (defined below).

W I T N E S S E T H

WHEREAS, The Best One, Inc., a Florida corporation ("Best One"), and Employee entered into that certain Employment Agreement made by and between Best One and Employee, dated September 30, 2014, as amended by that certain Amendment to Employment Agreement made by and between Best One and Employee, dated March 17, 2015, and as amended by that certain Second Amendment to Employment Agreement made by and between the Company (as successor by assumption of the Employment Agreement, as amended) and Employee, dated November 16, 2015 (as amended, collectively, the "Employment Agreement"); and

WHEREAS, the Company and the Employee now desire to amend the Employment Agreement in accordance with the term and provisions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereby adopt this Amendment to the Agreement effective as of the Third Amendment Effective Date.

(1) Paragraph 6 to Exhibit A to the Agreement ("Exhibit A") is deleted in its entirety and the following substituted in lieu thereof:

"Term: Commencing on the Effective Date and ending on April 30, 2020 (the "Third Amendment Term Expiration Date"); provided, that, upon the Third Amendment Term Expiration Date this Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other no less than one hundred twenty (120) days prior to the commencement of each such renewal setting forth a desire to terminate this Agreement."

(2) Paragraph 5(c)(iv) is deleted in its entirety and the following substituted in lieu thereof:

"Without Cause or Refusal to Accept Assignment. In the event the Company terminates this Agreement without Cause or any successor of the Company refuses to accept assignment of this Agreement, the Company shall pay to the Employee the greater of (x) the Employee's Base Salary for the remainder of the Term in accordance with the Company's payroll practices in effect from time to time and (y) two (2) years of the Employee's Base Salary in accordance with the Company's payroll practices in effect from time to time, provided, however, the Employee is not in violation of the Confidentiality, Nondisclosure, Noncompetition, Nonsolicitation and Nondisparagement Agreement attached as Exhibit B. Upon payment to the Employee of the foregoing amount, the Company shall have no further obligation or liability to or for the benefit of the Employee under this Agreement, except as required by applicable law."

(3) Paragraph 5(c)(vi) is deleted in its entirety and the following substituted in lieu thereof:

"For Good Reason. If the Employee terminates this Agreement and his employment for Good Reason, the Company shall pay to the Employee the greater of (x) the Employee's Base Salary for the remainder of the Term in accordance with the Company's payroll

practices in effect from time to time and (y) two (2) years of the Employee's Base Salary in accordance with the Company's payroll practices in effect from time to time, provided, however, the Employee is not in violation of the Confidentiality, Nondisclosure, Noncompetition, Nonsolicitation and Nondisparagement Agreement attached as Exhibit B. Upon payment to the Employee of the foregoing amount, the Company shall have no further obligation or liability to or for the benefit of the Employee under this Agreement, except as required by applicable law."

(4) Except as specifically amended hereby, all terms and provisions of the Agreement shall remain in full force and effect and unmodified.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment dated as of the day and year written above.

COMPANY:

Cogint, Inc., a Delaware corporation

By: /s/ Derek Dubner
Name: Derek Dubner
Title: Chief Executive Officer

EMPLOYEE:

/s/ James Reilly
James Reilly

Exhibit 10.7

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is entered into effective as of June 23, 2017 (the "Effective Date") by and between Cogint, Inc., a Delaware corporation (the "Company") and Michael Brauser, (the "Consultant"). Each of the Company and the Consultant are hereinafter a "Party" and collectively the "Parties."

WHEREAS, the Consultant previously entered into an employment agreement with the Company dated November 16, 2015 (the "Employment Agreement").

WHEREAS, the Consultant ceased to serve as a principal executive officer of the Company and substantially reduced the number of hours of service that he provided to the Company on June 23, 2017.

WHEREAS, the Parties have agreed to terminate the Employment Agreement and enter into this Agreement effective June 23, 2017 so that the Consultant can provide certain services to the Company, all upon and subject to the terms and conditions contained in this Agreement.

WHEREAS, the Company desires to retain the services of the Consultant and the Consultant is desirous and willing to accept such service arrangement and render such services, all upon and subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and intending to be legally bound, the Company and the Consultant agree as follows:

1. Engagement. The Company hereby engages and retains the Consultant and the Consultant hereby agrees to render services upon the terms and conditions hereinafter set forth.

2. Term. This Agreement shall be for a term commencing on the Effective Date and terminating four years after the Effective Date (the "Term"), unless sooner terminated in accordance with the provisions of Section 6.

3. Services. During the Term, the Consultant shall act as a strategic advisor to the Company providing recommendations on organizational and capital structure, future financing needs and future acquisitions or strategic transactions (the "Services"). Consultant shall devote up to 10 hours per month (and in no event more than 20% of the average level of services provided by Consultant during the course of his employment) to provide the Services and shall use his best efforts to perform the Services competently, carefully, and faithfully. The Consultant's Services shall be performed on a non-exclusive basis.

4. Compensation/Expenses.

(a) Equity Compensation. For purposes of clarity, the Parties agree that Consultant's Service under this Agreement shall be continued service for vesting purposes under all of his outstanding restricted stock unit awards that were awarded to him prior to the Effective Date (the "RSUs"), which RSUs shall continue to vest and be payable pursuant to the their terms. Notwithstanding the foregoing, the Parties agree that (i) the definition of "Cause" for purposes of

the RSUs shall from and after the Effective Date have the meaning set forth in Section 6(b), (ii) the definition of "Good Reason" shall mean a termination of this Agreement by Consultant under Section 6(a) of this Agreement, and (iii) the definition of "Disability" shall mean "incapacity," as defined in Section 6(b) of this Agreement. The parties also agree that Consultant experienced a "separation from service" as defined in Treasury Regulation Section 1.409A-1(h) on June 23, 2017.

(b) Expenses. In addition to any compensation received under this Section 4, the Company shall reimburse the Consultant for all reasonable travel, lodging, meals, and other prior approved out-of-pocket expenses incurred or paid by the Consultant in connection with the performance of his Services under this Agreement; provided, however, any such expenses over $1,000 shall be approved by the Company in writing in advance. All other expenditures shall be the sole responsibility of the Consultant.

5. Independent Contractor Relationship.

(a) The Consultant acknowledges that he is an independent contractor and that Consultant shall not be considered an employee of the Company. The Consultant acknowledges that he is not the legal representative or agent of the Company, nor does he have the power to obligate the Company, for any purpose other than specifically provided in this Agreement.

(b) The Company shall carry no worker's compensation insurance or any health or accident insurance to cover the Consultant or his employees (if any). The Company shall not pay contributions to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits, which might be expected in an employer-employee relationship. Neither the Consultant nor his employees (if any) shall be entitled to medical coverage, life insurance or to participation in any current or future Company pension plan.

6. Termination.

(a) In the event of a material default under this Agreement by the Company, the Consultant may terminate this Agreement if such default is not cured within 30 days following delivery of written notice specifying and detailing the default complained of and demanding its cure.

(b) The Company or any successor may terminate this Agreement immediately for Cause (subject to any applicable notice and cure periods set forth below, if applicable). As used herein, "Cause" means any of the following acts or omissions, taken or omitted by Consultant or any member or employee thereof providing Services hereunder:

- material breach of any obligations under this Agreement or of Company policies, if such breach is not cured within 30 days following delivery of written notice specifying and detailing the breach complained of and demanding his cure.
- failure to substantially perform Services hereunder for any reason other than due to Consultant's death or incapacity;

- an act of fraud, embezzlement, or theft relating to the Company which has caused material harm to the Company, or any conviction of a felony relating to the Company during the Term or any felony which materially interferes with his ability to perform Services hereunder, and in either case the time to appeal from such conviction has expired it being understood that as long as an appeal is pending Cause does not exist; or
- disclosure of the Company's Confidential Information contrary to Company's policies or in violation of this Agreement.

For purposes herein, "incapacity" shall mean if, during the term of this Agreement, Consultant contracts an illness, physical or mental, or an injury which, in the reasonable determination by an independent physician agreed upon by the Consultant (or his guardian or personal representative, if applicable) and the Company, prevents him from performing the Services for 120 days or longer. The date on which such incapacity begins shall be determined by such physician. For purposes of determining the number of days of incapacity, intervening Saturdays, Sundays and legal holidays shall be counted.

(c) Upon termination of this Agreement, the Company shall reimburse the Consultant for any reasonable expenses previously incurred for which the Consultant had not been reimbursed prior to the effective date of termination, provided that the requirements of Section 4(b) have been satisfied. Any and all other rights granted to the Consultant under this Agreement shall terminate as of the date of such termination.

7. Non-Disclosure of Confidential Information; Non-Competition.

(a) Confidential Information. Confidential Information includes, but is not limited to, trade secrets as defined by the common law and statutes in Florida or any future Florida statute, processes, policies, procedures, techniques including recruiting techniques, designs, drawings, know-how, show-how, technical information, specifications, computer software and source code, information and data relating to the development, research, testing, costs, marketing and uses of the Company's products and services, the Company's budgets and strategic plans, databases, data, all technology relating to the Company's businesses, systems, methods of operation, information, solicitation leads, marketing and advertising materials, methods and manuals and forms, all of which pertain to the activities or operations of the Company, names, home addresses and all telephone numbers and e-mail addresses of the Company's employees, former employees, clients and former clients. For purposes of this Agreement, the following will not constitute Confidential Information (i) information which is or subsequently becomes generally available to the public through no act or omission of the Consultant, (ii) information set forth in the written records of the Consultant prior to disclosure to the Consultant by or on behalf of the Company, which information is given to the Company in writing as of or prior to the date of this Agreement, and (iii) information which is lawfully obtained by the Consultant in writing from a third party (excluding any affiliates of the Consultant) who was legally entitled to disclose the information.

(b) Legitimate Business Interests. The Consultant recognizes that the Company has legitimate business interests to protect and as a consequence, the Consultant agrees to the restrictions contained in this Agreement because they further the Company's legitimate business interests. These legitimate business interests include, but are not limited to (i) trade secrets and valuable confidential business or professional information that otherwise does not qualify as trade secrets, including all Confidential Information; (ii) substantial relationships with specific prospective or existing customers; (iii) goodwill associated with the Company's business; and (iv) specialized training relating to the Company's business, technology, methods and procedures.

(c) Confidentiality. The Confidential Information shall be held by the Consultant in the strictest confidence and shall not, without the prior written consent of the Company, be disclosed to any person other than in connection with the Consultant's Services to the Company. The Consultant further acknowledges that such Confidential Information as is acquired and used by the Company is a special, valuable and unique asset. The Consultant shall exercise all due and diligence precautions to protect the integrity of the Company's Confidential Information and to keep it confidential whether it is in written form, on electronic media or oral. The Consultant shall not copy any Confidential Information except to the extent necessary to perform his Services hereunder nor remove any Confidential Information or copies thereof from the Company's premises except to the extent necessary to provide his Services and then only with the authorization of an officer of the Company. All records, files, materials and other Confidential Information obtained by the Consultant in the course of his Services to the Company are confidential and proprietary and shall remain the exclusive property of the Company. The Consultant shall not, except in connection with and as required by his performance of the Services under this Agreement, for any reason use for his own benefit or the benefit of any person or entity with which he may be associated or disclose any such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the prior written consent of an officer of the Company.

(d) Prior Approval. Neither Party shall issue any public statements or press release concerning this Agreement or the Parties' relationship without the other Party's prior approval unless otherwise required by law.

(e) **Non-Competition**. Consultant acknowledges that the Services provided by Consultant will enable Consultant to obtain, among other things, knowledge associated with Company's and its affiliates' businesses and will also enable Consultant to form certain relationships with individuals and entities with which Company or any of its affiliates furnish its products and/or services. Consultant further acknowledges that the substantial relationships with prospective and existing customers, goodwill and other valuable proprietary interests of Company or its affiliates will cause Company to suffer irreparable and continuing damage in the event Consultant competes or assists others in competing with Company or its affiliates during the Term and within two (2) years subsequent to the termination of the Agreement (the "Restrictive Period"). Therefore, Consultant agrees that during the Term of this Agreement and for a period of two (2) years thereafter, Consultant will not, without the prior written consent of Company, which consent may be withheld by Company in its sole and absolute discretion, be employed directly or indirectly by a competitor of Company or its affiliates, or otherwise engage directly or indirectly in any conduct, activity, or business that competes with the business of

Company or its affiliates; provided, however, that Consultant shall be permitted to invest in common stock of other publicly traded entities (including those that compete with the Company or its affiliates) so long as Consultant's beneficial ownership in any such entity does not exceed 5% of the total fully diluted value of any such entity. The phrase "directly or indirectly" shall include either as an individual or as a partner, joint venturer, employee, agent, Consultant, independent contractor, consultant, officer, director, stockholder, investor or otherwise. The geographic scope of the non-competition obligations of this paragraph includes anywhere in the world where Company and its affiliates engage in business or otherwise market or sell their products or services.

8. Equitable Relief. The Company and the Consultant recognize that the Services to be rendered under this Agreement by the Consultant are special, unique and of extraordinary character, and that in the event of a breach or threatened breach by the Consultant of the terms and conditions of this Agreement including any action in violation of Section 7, the Company shall be entitled to institute and prosecute proceedings in any court of competent jurisdiction to enjoin the Consultant from breaching the provisions of Section 7. In such action, the Company shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

9. Survival. Sections 7 through 18 shall survive termination of this Agreement.

10. Assignability. The rights and obligations of the Company under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Company. This Agreement may not be assigned by the Consultant without the prior written consent of the Company and any attempt to do so shall be void.

11. Severability. If any provision of this Agreement otherwise is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction and shall not be part of the consideration moving from either of the Parties to the other. The remaining provisions of this Agreement shall be valid and binding and of like effect as though such provisions were not included. If any restriction set forth in this Agreement is deemed unreasonable in scope, it is the Parties' intent that it shall be construed in such a manner as to impose only those restrictions that are reasonable in light of the circumstances and as are necessary to assure the Company the benefits of this Agreement.

12. Notices and Addresses. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by FedEx or similar overnight delivery, or electronically delivered, as follows:

If to the Company: Cogint, Inc.
2650 North Military Trail, Suite 300
Boca Raton, FL 33431
Attention: Derek Dubner, CEO
Email: derek@cogint.com

If to the Consultant: Michael Brauser
3164 NE 31st Ave
Lighthouse Point, FL 33064
Email: mike@marlincapital.com

or to such other address as either of them, by notice to the other may designate from time to time. Time shall be counted to, or from, as the case maybe, the delivery in person or by mailing.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile or pdf signature.

14. Governing Law. All claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall also be governed by the laws of the State of Florida without regard to choice of law considerations.

15. Exclusive Jurisdiction and Venue. Any action brought by either party against the other concerning the transactions contemplated by or arising under this Agreement shall be brought only in the state or federal courts of Florida and venue shall be in the state or federal courts located in Palm Beach County. The Parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between the Parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or Parties against whom enforcement or the change, waiver discharge or termination is sought.

17. Additional Documents. The Parties hereto shall execute such additional instruments as may be reasonably required by their counsel in order to carry out the purpose and intent of this Agreement and to fulfill the obligations of the Parties hereunder.

18. Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, their successors, assigns and heirs, and no other Person shall have any right or action under or based upon this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company and the Consultant have executed this Agreement as of the date written above.

COMPANY:

COGINT, INC.

By: /s/ Derek Dubner
DEREK DUBNER, CEO

CONSULTANT:

MICHAEL BRAUSER

/s/ Michael Brauser

[Signature Page to Consulting Agreement]

Exhibit 99.1

cogint Announces Business Combination With BlueFocus Creating World-Class Global Marketing Services Company With Spin-Off of Data and Analytics Company and Cash Dividend

Transaction Values Fluent at $415 Million with Additional Contribution by BlueFocus of $100 Million in Cash, Canadian-Based Marketing Communications Company Vision7 International, and U.K.-Based Global Socially-Led Creative Agency We Are Social

Data and Analytics Company to Spin-Off into Standalone Public Company with Proposed Listing on NASDAQ; Dedicated Focus on Innovation and Big Data Analytics to Drive Continued Expansion in Multi-Billion Dollar Market

cogint Shareholders Expected to Receive Cash Dividend and Shares of Data and Analytics Company Common Stock in Connection with Closing the Business Combination

cogint Shareholders and BlueFocus to Own 37% and 63% respectively of the Combined Marketing Services Company

Creates World-Class Global Marketing Services Company Powered by Creative, Digital and Performance Marketing Capabilities

BOCA RATON, FL – September 7, 2017 – Cogint, Inc. (NASDAQ: COGT) today announced it has entered into a definitive transaction agreement with BlueFocus International Limited ("BlueFocus"), a wholly-owned Hong Kong subsidiary of BlueFocus Communications Group Co. Ltd. (publicly traded Chinese Company (SHE: 300058)) under which cogint and BlueFocus will combine their businesses. In the transaction, BlueFocus will contribute to cogint (1) $100 million in cash, (2) Canadian-based marketing communications company Vision7 International Inc., (3) U.K.-based global socially-led creative agency We Are Very Social Limited, and (4) Indigo Social, LLC. The transaction values cogint's performance-marketing business, Fluent, at $415 million. The combined company is expected to have 2018 annual revenues in excess of $500 million and adjusted EBITDA in excess of $75 million, with customers around the globe.

cogint, through its data-driven, performance marketing solutions company Fluent, has established a leading franchise of differentiated, innovative products in the digital marketing industry that is highly complementary to the existing portfolio of BlueFocus. The combination provides Fluent with an immediate international presence with access to the world's leading brands, and delivers differentiated, end-to-end solutions consisting of Fluent's unique customer acquisition and retention capabilities and BlueFocus's premier agency and creative services. BlueFocus will retain Fluent's presence in New York City and Fluent will continue to be led by Ryan Schulke and Matt Conlin.

As part of the transaction, immediately prior to the closing, cogint will spin-off its data and analytics operations and assets into a public company, expected to be listed on NASDAQ, named Red Violet, Inc. ("Red Violet"). The shares of Red Violet will be distributed to cogint's shareholders as of a record date to be determined as a stock dividend upon closing of the

transaction. The arrangements will result in Red Violet launching with cash of $20 million dollars. Red Violet will be led by cogint's current management team with Derek Dubner, co-founder and Chief Executive Officer of cogint, as Chief Executive Officer. Michael Brauser, co-founder and Chairman of the Board of cogint, will be Chairman of the Board of Red Violet.

"I'm very proud that we have created such an extraordinary value proposition through this structured transaction," said Michael Brauser, cogint's Chairman. "Since the day we founded cogint, we have worked tirelessly to create enormous value for our shareholders. This transaction does exactly that by providing a significant value premium to our shareholders, a cash dividend, and ownership in two publicly-traded companies with tremendous future upside."

"Fluent is uniquely positioned as the go-to data-driven, performance marketing company for top brands to engage with customers at massive scale," said Derek Dubner, cogint's CEO. "Combining Fluent with BlueFocus's international portfolio of marketing services businesses is a compelling opportunity for Fluent to achieve international scale and to integrate its unique ability to build custom audiences for the world's leading brands with the BlueFocus portfolio of services. I am equally excited to announce the spin-off of our data and analytics company and its new brand identity, Red Violet. Red Violet is strongly positioned to leverage its innovative technologies to power its continued expansion within the risk management industry. This structured transaction enhances the strategic focus and respective competitive positions of both cogint companies."

Benefits of the Transaction

- **Compelling transaction for cogint shareholders**: The transaction will deliver a significant and immediate premium to cogint shareholders, with greater value certainty resulting from the combination of cogint's performance marketing business with BlueFocus's marketing services companies, as compared to cogint's performance marketing business's standalone prospects. cogint's shareholders will also receive a cash dividend and are also expected to realize substantial additional value from their ownership interest in Red Violet's spin-off.
- **Additional value creation through separation of businesses**: As cogint's risk management and performance marketing businesses have distinct financial and operating characteristics, the separation of the businesses will simplify the management and organization structures of each company, allowing each company to adopt strategies and pursue objectives appropriate to their respective needs to focus more exclusively on improving each company's operations, and to enable the optimization of capital deployment and investment strategies necessary to advance their respective compelling innovation roadmaps. Further, the separation brings greater clarity to the market place as to each company's core competencies, allowing each company to compete more effectively within their respective markets.
- **Greater visibility into cogint businesses**: The separation of cogint's risk management and performance marketing businesses enables investors to better evaluate the financial performance, strategies, and other characteristics of each company. This will permit investors to make investment decisions based on each company's own performance and potential, and enhance the likelihood that the market will value each company appropriately.

cogint shareholders holding in aggregate 58.0% of the Company's common stock have approved, by written consent, the issuance of cogint shares to BlueFocus and other matters relating to the business combination. The company expects to mail to its shareholders an Information Statement describing the business combination in detail. Closing of the transaction is conditioned on the mailing of the Information Statement to cogint shareholders, completion of the spin-off, and appropriate regulatory approvals.

Advisors

Petsky Prunier is acting as exclusive financial advisor to Cogint, Inc. PJT Partners is acting as financial advisor to BlueFocus International Limited.

About cogint™

At cogint, we believe that time is your most valuable asset. Through powerful analytics, we transform data into intelligence, in a fast and efficient manner, so that our clients can spend their time on what matters most – running their organizations with confidence. Through leading-edge, proprietary technology and a massive data repository, our data and analytical solutions harness the power of data fusion, uncovering the relevance of disparate data points and converting them into comprehensive and insightful views of people, businesses, assets and their interrelationships. We empower clients across markets and industries to better execute all aspects of their business, from managing risk, conducting investigations, identifying fraud and abuse, and collecting debts, to identifying and acquiring new customers. At cogint, we are dedicated to making the world a safer place, to reducing the cost of doing business, and to enhancing the consumer experience.

Note to Investors Concerning Forward-Looking Statements

This press release contains "forward-looking statements," as that term is defined under the Private Securities Litigation Reform Act of 1995 (PSLRA), which statements may be identified by words such as "expects," "plans," "projects," "will," "may," "anticipate," "believes," "should," "intends," "estimates," and other words of similar meaning. Such forward looking statements include statements relating to the transaction between cogint and BlueFocus, expected annual revenues and EBITDA of the combined company, the delivery of a significant and immediate premium to cogint shareholders, the spin-off of cogint's data and analytics operations and assets into a new public company, and the additional value creation through the separation of such operations and assets. Additional risks may include the risk that a condition to closing of the proposed transaction may not be satisfied or that the closing of the proposed transaction and spin-off might otherwise not occur; the risk that a regulatory approval that may be required for the proposed transaction is not obtained or is obtained subject to conditions that are not anticipated; the diversion of management time on transaction-related issues; the ability to successfully integrate BlueFocus's business; the ability to successfully separate cogint's data and analytics operations and assets; the risk that the common stock of Red Violet is not listed on NASDAQ; the risk that the transaction and its announcement could have an adverse effect on

cogint's and BlueFocus's ability to retain customers and retain and hire key personnel; the risk that any potential synergies from the transaction may not be fully realized or may take longer to realize than expected, as well as other non-historical statements about our expectations, beliefs or intentions regarding our business, technologies and products, financial condition, strategies or prospects. Readers are cautioned not to place undue reliance on these forward-looking statements, which are based on our expectations as of the date of this press release and speak only as of the date of this press release and are advised to consider the factors listed above together with the additional factors under the heading "Forward-Looking Statements" and "Risk Factors" in the Company's Annual Report on Form 10-K, as may be supplemented or amended by the Company's Quarterly Reports on Form 10-Q and other SEC filings. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

###

Contact:

Cogint, Inc.
Jordyn Kopin, 646-356-8469
Director, Investor Relations
JKopin@cogint.com