

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ALLAN SCOTT, DERIVATIVELY AND ON
BEHALF OF 6D GLOBAL TECHNOLOGIES,
INC.,

Plaintiff,

- against -

BENJAMIN TIANBING WEI A/K/A
BENJAMIN WEY; NEW YORK GLOBAL
GROUP, INC.; NYGG (ASIA) LTD., TEJUNE
KANG;
MARK SZYNKOWSKI; ADAM HARTUNG;
DAVID S. KAUFMAN; TERRY MCEWEN;
ANUBHAV SAXENA; PIOTR A.
CHRZASZCZ, and MICHAEL BANNOUT,

Defendants.

Case No. 1:15-cv-09691-RWS

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**STIPULATION AND AGREEMENT OF
COMPROMISE, SETTLEMENT AND RELEASE**

This Stipulation and Agreement of Compromise, Settlement and Release, dated November 15, 2017, (the “Stipulation” or “Settlement”), is made and entered into among the following parties and their counsel of record in connection with the above-captioned action (the “Derivative Action,” which term shall be deemed to include both the December 11, 2015 verified shareholder derivative complaint and the July 5, 2016 amended verified shareholder derivative complaint), which is presently pending before the Honorable Robert W. Sweet in the United States District Court for the Southern District of New York (the “Court”): (i) Derivative Plaintiff (as defined below), derivatively on behalf of 6D Global Technologies, Inc. (“6D Global” or the “Company”); (ii) the Individual Defendants Tejune Kang, Mark Szykowski, Adam Hartung,

David S. Kaufman, Terry McEwen,, Anubhav Saxena, Piotr A.Chrzaszcz, and Michael Bannout as defined below; and (iii) 6D Global. The Derivative Plaintiff, the foregoing identified Individual Defendants, and 6D Global are collectively sometimes referred to herein as the “Settling Parties.”

The Stipulation is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to all of the following terms and conditions and the Court’s approval of the Settlement.

I. SUMMARY OF THE LITIGATION

A. Procedural Overview

On December 11, 2015, Plaintiff Allan Scott (“Derivative Plaintiff”) filed a verified purported shareholder derivative complaint in the United States District Court for the Southern District of New York against 6D Global (as a nominal defendant), certain of 6D Global’s then current and former officers and directors, and certain third parties, alleging claims for: (1) breach of fiduciary duty; (2) unjust enrichment; and (3) violations of Section 14 of the Securities and Exchange Act of 1934 (the “Exchange Act”).

Prior to the filing of the Derivative Action, a securities class action styled *Castillo IV v. 6D Global Technologies, Inc., et al.*, No. 15-CV-8061, was filed in the United States District Court for the Southern District of New York against 6D Global and others alleging violations of federal securities laws (the “Class Action”). The Class Action and the Derivative Action were deemed “related” cases and were assigned to the Honorable Robert W. Sweet, United States District Judge.

Given the relatedness of the actions, the Derivative Plaintiff, 6D Global and the Individual Defendants stipulated, on February 16, 2016, to stay the Derivative Action pending the outcome of an anticipated motion to dismiss in the Class Action.

On March 18, 2016, the plaintiffs in the Class Action filed an Amended Complaint alleging violations of Section 10(b) of the Exchange Act and liability under Section 20(a) of the Exchange Act. On April 4, 2016, the plaintiffs in the Class Action filed a Second Amended Complaint.

Pursuant to the terms of the February 16, 2016 stipulation, the Derivative Plaintiff filed a verified purported shareholder derivative Amended Complaint on July 5, 2016, against 6D Global (as a nominal defendant), certain of 6D Global's then current and former officers and directors, and certain third parties, alleging claims for: (1) breach of fiduciary duty; (2) unjust enrichment; and (3) violations of Section 14 of the Exchange Act.

On August 19, 2016, a motion to dismiss the Second Amended Complaint was filed in the Class Action. By Order dated March 6, 2017, the Court granted the motion to dismiss with prejudice, and dismissed the Class Action. A notice of appeal in the Class Action was filed on April 3, 2017.

B. Settlement Negotiations

Beginning as early as May 18, 2016, the Settling Parties commenced arms' length settlement communications. On July 28, 2016, the Derivative Plaintiff's Counsel (as defined below) sent an extensive settlement demand letter to counsel for 6D Global and the Individual Defendants (the "July Demand Letter") setting forth certain proposed corporate governance reforms at 6D Global and/or certain monetary consideration to be paid to 6D Global on behalf of the 6D Defendants (as defined below) by 6D Global's insurance carrier that provide specified

coverage applicable to the Derivative Action (the “D&O Carrier”). The 6D Defendants at that time began to consider the proposed settlement terms set forth in the July Demand Letter.

Both the Class Action and the Derivative Action refer to certain charges brought against defendant Benjamin Wey and actions taken by the NASDAQ stock exchange to suspend trading in shares of the Company’s stock and to delist the Company’s stock. 6D Global represents that a result of the actions taken by NASDAQ, the Company caused investigations to be undertaken to assess and evaluate the charges and accusations made against the Company and anticipated claims that might be made by way of class actions or derivative actions and in order to have experts review and analyze the facts and to provide expert testimony in the event of trial of any claims that would be brought against the Company, and/or its present or former officers and directors.

On March 7, 2017, the Settling Parties, and plaintiffs in five other cases that made claims against 6D Global, participated in a full-day global mediation. Prior to the mediation, the Settling Parties briefed and submitted two rounds of mediation statements. At the mediation, with the assistance of the mediators, the Settling Parties had extensive, face-to-face discussions concerning corporate governance reforms. The Settling Parties have continued since that time to discuss settlement, and ultimately reached an agreement to settle the claims. As a condition of the Settlement, 6D Global shall adopt and/or implement (or continue to implement) certain corporate governance measures which are set forth in detail in Exhibit A hereto.

After reaching agreement on these substantive corporate governance enhancements, the Settling Parties negotiated at arm’s length the attorneys’ fees and reimbursement of expenses to be paid to Derivative Plaintiff’s Counsel in light of the substantial benefits the corporate governance enhancements confer upon 6D Global and its shareholders, subject to court approval.

As a result of the Settling Parties' arm's-length discussions and negotiations described above, the Settling Parties reached an agreement providing for the settlement of the Derivative Action on the terms and conditions set forth below and in the attached Exhibit A, which will include but not be limited to a release of all claims in the Derivative Action.

The Settling Parties believe that a settlement at this juncture on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of 6D Global and its shareholders.

II. THE 6D DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

The 6D Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Derivative Action. 6D Global expressly has denied and continues to deny all allegations that it engaged in any kind of fraudulent scheme and/or otherwise acted wrongfully or violated any law and believes the decision to pursue this litigation belongs to its Board of Directors. The Individual Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against any or all of them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Derivative Action. The 6D Defendants also have denied and continue to deny, among other things, the allegations that 6D Global has suffered damage or that 6D Global, its present or former officers and/or directors were in any way connected with any allegedly wrongful conduct of Benjamin Wei a/k/a Benjamin Wey. The Individual Defendants have further asserted that at all relevant times they acted in good faith and in a manner that was in fact, and that they reasonably believed to be, in the best interests of 6D Global and the Current 6D Shareholders (as defined below).

Nonetheless, the 6D Defendants have concluded that continuation of the Derivative Action could be protracted, expensive, and distracting. The former directors of 6D named in the

Derivative Action (Defendants Hartung, Kaufman and Saxena) are no longer serving as directors of the Company and, as such, have no role in overseeing the affairs of the Company; nor will they in the future have any such role. The 6D Defendants are entering into the Stipulation because it will eliminate the burden, expense, and risk inherent in any litigation and also because the corporate governance reforms that comprise the consideration for the Settlement confer benefits on 6D Global and the Current 6D Shareholders. The 6D Defendants have, therefore, determined that it is desirable and in the best interests of 6D Global and the Current 6D Shareholders that the Derivative Action be settled in the manner and upon the terms and conditions set forth in the Stipulation.

III. CLAIMS OF THE DERIVATIVE PLAINTIFF AND BENEFITS OF SETTLEMENT

Derivative Plaintiff's Counsel have conducted an extensive investigation relating to the claims and the underlying events alleged in the Derivative Action, including, but not limited to: (1) inspecting, analyzing, and reviewing 6D Global's public filings with the Securities and Exchange Commission ("SEC"), press releases, announcements, transcripts of investor conference calls, and news articles; (2) drafting and filing the initial shareholder derivative complaint; (3) researching the applicable law with respect to the claims asserted in the Derivative Actions and the potential defenses thereto; (4) reviewing and analyzing the relevant pleadings in the Class Action, in the action filed by the SEC against certain of the Defendants, captioned *United States Securities and Exchange Commission v. Benjamin Wey, et al.*, CA No. 15-7116-PKC (S.D.N.Y. September 10, 2015), and in the Department of Justice action against two individuals including one of the Defendants, captioned *USA v. Benjamin Wey, et al.*, 15-CR-00611-AJN (S.D.N.Y. September 8, 2015); (5) drafting and filing the amended shareholder derivative complaint; (6) researching corporate governance issues and best practices; (7)

preparing an extensive written settlement demand; (8) preparing an extensive mediation statement and a second mediation statement for the mediators' eyes only; and (9) participating in extensive settlement discussions with the mediators and counsel for the 6D Defendants ("Defendants' Counsel").

Derivative Plaintiff believes that the claims asserted in the Derivative Action have merit, and Derivative Plaintiff's entry into the Stipulation and Settlement is not intended to be and shall not be construed as an admission or concession concerning the relative strength or merit of the claims alleged in the Derivative Action. Derivative Plaintiff's Counsel recognizes and acknowledges, however, the expense and length of continued proceedings necessary to prosecute the Derivative Action on behalf of 6D Global and against the Individual Defendants through trial and appeal. Derivative Plaintiff's Counsel also has taken into account the uncertain outcome and the potential risk of any litigation, as well as the difficulties and delays inherent in such litigation. Derivative Plaintiff's Counsel is also mindful of the inherent problems of proof of, and possible defenses to, the claims for relief asserted in the Derivative Action. Based on his own evaluations, and the evaluation of his counsel, Derivative Plaintiff believes that the settlement set forth in the Stipulation confers substantial benefits upon, and is in the best interests of 6D Global, and Current 6D Shareholders.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to approval by the Court pursuant to Federal Rule of Civil Procedure 23.1, by and between the undersigned counsel for the Settling Parties, in consideration of the benefits flowing to the Settling Parties from, and as described in, the Settlement, that all Released Claims shall be and hereby are fully and finally compromised, settled, released and discontinued, and that the

Derivative Action shall be dismissed on the merits, with prejudice, upon and subject to the terms and conditions of this Stipulation, as follows:

1. Definitions

As used in this Stipulation, the following terms have the meanings specified below:

1.1 “Claims” means any and all causes of action, claims, damages, and awards, whether equitable, legal, or administrative in nature, whether past or present, suspected or unsuspected, and whether based on federal, state or local law, statute, ordinance, regulation, contract, common law, or any other source, and includes without limitation known claims and Unknown Claims (as defined below).

1.2 “Current 6D Shareholders” means all Persons (as defined below) who hold of record, or beneficially own, directly or indirectly, common stock of 6D Global as of the date that this Stipulation is entered.

1.3 “6D Defendants” means nominal defendant 6D Global and the Individual Defendants.

1.4 Defendants means the Persons (as defined below) named as Defendants in the Derivative Action, including 6D Global (as nominal defendant), Michael Bannout, Piotr Chrzaszcz, Adam Hartung, Tejune Kang, David S. Kaufman, Shuyuan Liu, Sheng Ma, Terry McEwen, NYGG (Asia), Ltd., New York Global Group, Inc., Fengjun Sun, Anubhav Saxena, Arnold Staloff, Mark Szykowski, Benjamin Tiangbing Wei, Zilt Zhao, Bei Lv, and Dianfu Lv.

1.5 “Derivative Plaintiff” means Allan Scott.

1.6 “Derivative Plaintiff’s Counsel” means The Brown Law Firm, P.C. 240 Townsend Square, Oyster Bay, New York 11771 and includes Timothy Brown, Esq. of that firm.

1.7 “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 6.1 herein have been met and have occurred.

1.8 “Family Member” means spouses, parents, children, siblings, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and anyone who resides in an Individual Defendant’s home.

1.9 “Fee and Expense Amount” means Derivative Plaintiff’s Counsel’s attorneys’ fees, expenses, and costs as described in Paragraph 5.1 herein.

1.10 “Final Court Approval” means the date on which the Judgment of the Court becomes Final. For purposes of this Stipulation, “Final” means the day on which the Judgment is no longer subject to appeal or further review, whether as a result of affirmance on appeal or exhaustion of any possible appeal or review, lapse of time or otherwise.

1.11 “Individual Defendants” means defendants Tejune Kang, Mark Szykowski, Adam Hartung, David S. Kaufman, Terry McEwen, Anubhav Saxena, Piotr A. Chrzaszcz, and Michael Bannout.

1.12 “Judgment” means an order entered by the Court, substantially in the form attached hereto as Exhibit B, finally approving the Settlement and dismissing the Derivative Action with prejudice on the merits and without costs to any party (except as provided in Paragraphs 5.1-5.2 herein).

1.13 “Notice Costs” means the reasonable costs and expenses incurred in providing notice of the Settlement to Current 6D Shareholders. The 6D Defendants shall cause their D&O Carrier to pay 6D’s notice costs of up to \$4,500.00. . In addition, the 6D Defendants shall cause their D&O Carrier to pay to The Brown Law Firm, P.C., \$500.00 for the cost of uploading the

Stipulation and Exhibits A-F to that firm's website and for maintaining the link thereto as provided in Section 3.1.

6D Global shall bear any additional Notice Costs.

1.14 "Person" means an individual, corporation, limited liability corporation, professional corporation, partnership, limited liability partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

1.15 "Released Claims" means the Released Plaintiff Claims and the Released Defendant Claims, as defined below.

1.16 "Released Persons" means the Released Defendant Persons and the Released Plaintiff Persons, as defined below.

1.17 "Released Plaintiff Claims" means any and all Claims made derivatively or made directly by 6D Global or by the Derivative Plaintiff that (i) have been asserted in the Derivative Action, or (ii) that could have been asserted in the Derivative Action, or in any other court action or before any court, administrative body, tribunal, arbitration panel, or other adjudicatory body, from the beginning of time through the date of this Stipulation, that are based upon, arise out of, or relate in any way, directly or indirectly, to (a) the allegations made in, or the subject matter of, the Derivative Action; and/or (b) this Stipulation (including, without limitation, any and all Claims relating to the negotiation and execution of this Stipulation and any matter referred to herein) or the settlement of the Derivative Action. Notwithstanding the foregoing, Released Plaintiff Claims shall not mean and does not include any claims by the Settling Parties to enforce the terms of this Stipulation.

1.18 “Released Defendant Claims” means any and all Claims that are based upon or arise out of the institution, prosecution or settlement of the claims asserted by the Derivative Plaintiff in the Derivative Action. Notwithstanding the foregoing, Released Defendant Claims shall not mean and does not include any claims by the Settling Parties to enforce the terms of this Stipulation.

1.19 “Released Defendant Persons” means Defendants and all of their respective employers, parent entities, controlling persons, principals, affiliates or subsidiaries and each of their respective past or present officers, directors, partners, stockholders, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, Family Members, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

1.20 “Released Plaintiff Persons” means the Derivative Plaintiff and Derivative Plaintiff’s Counsel.

1.21 “Settlement” means the settlement documented in this Stipulation.

1.22 “Settlement Hearing” means the hearing at which the Court will review the adequacy, fairness and reasonableness of the Settlement and determine whether to issue the Judgment.

1.23 “Unknown Claims” means any Released Plaintiff Claims that the Derivative Plaintiff, 6D Global or any of the Current 6D Shareholders does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Persons, and any Released Defendant Claims that any of the Defendants does not know or suspect to exist in his, her or its favor at the time of the release of the Released Plaintiff Persons.

2. Corporate Governance Measures

As part of the settlement, 6D Global will implement, or will continue to maintain, the corporate governance reform measures described in Exhibit A, during the time period, and subject to the terms and conditions, set forth therein. 6D Global agrees that the implementation, continuation, and documentation of these measures is based on the efforts of Derivative Plaintiff's Counsel who negotiated for the same. To the extent not already adopted, 6D Global will implement the corporate governance reforms set forth in the attached Exhibit A within sixty (60) days of Final approval of the Settlement.

3. Preliminary Approval Order and Settlement Hearing

3.1 Within a reasonable period of time, not to exceed fifteen (15) calendar days after execution of the Stipulation, the Settling Parties' counsel shall submit the Stipulation together with its Exhibits to the Court and shall apply for entry of an order (the "Preliminary Approval Order"), substantially in the form of Exhibit C attached hereto, requesting, among other things: (a) preliminary approval of the Stipulation; (b) approval of the Notice of Proposed Settlement (the "Notice"), substantially in the form of Exhibit D and attached hereto, which shall include the general terms of the settlement set forth in the Stipulation, and the date of the Settlement Hearing as defined below; and (c) approval of a plan for (1) 6D Global to cause a copy of the summary notice, substantially in the form of Exhibit E attached hereto (the "Summary Notice), to be published once in the national edition of Investor's Business Daily and (2) The Brown Law Firm, P.C., to upload to its website the Stipulation and exhibits A to F thereto and provide a link to said documents to be viewed by any shareholders who desire to view the same. At its option, said law firm may permit the documents to be downloaded. The Brown Law Firm, P.C. shall maintain the uploaded documents and an accessible link thereto for a period of thirty (30) days

following an entry of final judgment, and if there is an appeal, until thirty (30) days after final disposition of the case.

3.2 The Settling Parties shall request that, after the Notice is given, the Court schedule a Settlement Hearing to determine whether the Court should: (a) approve the Stipulation as being fair, reasonable, and adequate; and (b) enter the Judgment, substantially in the form of Exhibit B attached hereto, which will include the following provisions, among others:

- (a) approval of the Stipulation as being fair, reasonable, and adequate;
- (b) dismissal of the Derivative Action in its entirety, with prejudice;
- (c) release of the Released Persons pursuant to the terms of the Stipulation;
- (d) payment of Derivative Counsel's Fee and Expense Amount; and
- (e) payment out of the Fee and Expense Amount of an award of up to \$1,250 to the Derivative Plaintiff.

3.3 Within ten (10) calendar days of the entry of the Preliminary Approval Order, 6D Global shall also cause a copy of the Summary Notice, substantially in the form of Exhibit E attached hereto, to be published once in the national edition of *Investor's Business Daily*.

Within ten (10) calendar days of the entry of the Preliminary Approval Order, The Brown Law Firm, P.C., shall upload to its website the Stipulation and exhibits A-F and provide a link to said documents to be viewed by any shareholders who desire to view the same. At its option, said law firm may permit the documents to be downloaded. The Brown Law Firm, P.C. shall maintain the uploaded documents and an accessible link thereto for a period thirty (30) days following entry of final judgment, and if there is an appeal, until thirty (30) days after final disposition of the case. The 6D Defendants shall cause their D&O Carrier to pay 6D Global's notice costs of up to

\$4,500. In addition, the 6D Defendants shall cause their D&O Carrier to pay \$500.00 to The Brown Law Firm, P.C., for costs associated with uploading the Stipulation and Exhibits to its firm website and for maintaining the link to the same as provided herein. 6D Global shall bear any additional Notice Costs.

3.4 At least seven (7) calendar days before the Settlement Hearing, counsel for 6D Global shall serve on Derivative Plaintiff's Counsel and file with the Court proof, by affidavit or declaration, of such posting and publishing.

3.5 The Settling Parties believe the content of the Notice and Summary Notice and the manner of posting the Notice and Stipulation and publishing the Summary Notice constitutes adequate and reasonable notice to 6D Global shareholders pursuant to applicable law and due process.

3.6 The Settling Parties shall request that any objections and papers filed in support of objections to the Settlement shall be considered by the Court at the hearing only if the objector, among other things, (i) files notice of an intention to appear that includes proof of current ownership of 6D Global common stock, (ii) files papers in support of the objection with the Clerk of the Court by at least fourteen (14) calendar days prior to the hearing, and (iii) ensures such notice and papers have been served on and received by counsel as identified in the Notice by at least fourteen (14) calendar days prior to the hearing.

4. Releases and Bar

4.1 Upon Final Court Approval, the Derivative Plaintiff, 6D Global, and all Current 6D Shareholders (derivatively on behalf of 6D Global) shall, by operation of the Judgment and to the fullest extent allowed by law, (i) release and be deemed to release and forever discharge the Released Plaintiff Claims against the Released Defendant Persons, (ii) covenant and be deemed

to covenant not to sue any of the Released Defendant Persons with regard to any Released Plaintiff Claims, and (iii) forever be barred and enjoined from asserting any Released Plaintiff Claims against any Released Defendant Persons. All Settling Parties acknowledge, and all Current 6D Shareholders shall be deemed to acknowledge, the derivative nature of the Claims in the Derivative Action.

4.2 Upon Final Court Approval, Released Defendant Persons, by operation of the Judgment and to the fullest extent allowed by law, shall (i) release and be deemed to release and forever discharge the Released Defendant Claims against the Released Plaintiff Persons, (ii) covenant and be deemed to covenant not to sue any of the Released Plaintiff Persons with regard to any Released Defendant Claims, and (iii) forever be barred and enjoined from asserting any Released Defendant Claims against any Released Plaintiff Persons.

4.3. The Settling Parties expressly acknowledge, and all Current 6D Shareholders shall be deemed to acknowledge: (i) that he, she, they, or it may hereafter discover facts in addition to those that he, she, they, or it now knows or believes to be true with respect to the Derivative Action and the Released Plaintiff Claims and Released Defendant Claims, as applicable; and (ii) that he, she, they, or it may have sustained damages, losses, fees, costs and/or expenses that are presently unknown and unsuspected with respect to Released Plaintiff Claims and Released Defendant Claims, as applicable, and that such damages, losses, fees, costs and/or expenses as the Settling Parties and any Current 6D Shareholders may have sustained might give rise to additional damages, losses, fees, costs and/or expenses in the future. Nevertheless, the Settling Parties expressly acknowledge, and all Current 6D Shareholders shall be deemed to acknowledge, that this Stipulation has been negotiated and agreed upon in light of such possible unknown facts and such possible damages, losses, fees, costs and/or expenses, and each

expressly waives, or shall be deemed to have waived, any and all rights under common law and/or any federal or state statute or law precluding a release for claims that are unknown at the time of execution for a release. The Settling Parties expressly acknowledge, and all Current 6D Shareholders shall be deemed to have acknowledged, that this waiver was separately bargained for and is a material term of this Stipulation.

4.4 Pending the Court's determination of whether to approve the Stipulation, all proceedings and any further activity between the Settling Parties regarding the Derivative Action, and save for those activities and proceedings relating to the Stipulation and the Settlement, shall continue to be stayed. The Settling Parties and their counsel shall file appropriate motions requesting that the Court stay the proceedings, if the same be necessary.

4.5 Pending the Court's determination of whether to approve the Stipulation, the Derivative Plaintiff, 6D Global, and all Current 6D Shareholders shall not commence, maintain or prosecute against any of the Released Defendant Persons any action or proceeding in any court or tribunal asserting any of the Released Plaintiff Claims, and the Defendants shall not commence, maintain or prosecute against any of the Released Plaintiff Persons any action or proceeding in any court or tribunal asserting any of the Released Defendant Claims.

4.6 Upon Final Court Approval, the 6D Defendants shall have no liability for claims for contribution brought by other Persons with respect to any of the Plaintiff Released Claims and all such claims for contribution are barred by this Judgment.

5. Derivative Plaintiff's Counsel's Attorneys' Fees and Reimbursement of Expenses of Derivative Plaintiff's Counsel

5.1 6D Global has agreed to direct the D&O Carrier to pay Derivative Plaintiff's Counsel (a) the Fee and Expense Amount of up to \$75,000, subject to Final Court approval (the

“Fee Application”); and (b) an additional notice cost of \$500 (which is in addition to the \$4,500 in Notice Costs and is with respect to the notice that is to be posted on the website of The Brown Law Firm, P.C.). This agreement was reached only after the Settling Parties had agreed upon the corporate governance measures provided herein. The 6D Defendants shall take no position on the amount of the Fee Application, providing that it does not exceed \$75,000 and is otherwise consistent with this Stipulation, other than the 6D Defendants acknowledge the Derivative Plaintiff’s Counsel’s right to an award of fees and expenses as a result of his prosecution of the Derivative Action. The 6D Defendants have agreed to direct the D&O Carrier to pay the Fee and Expense Amount as part of the settlement of the Derivative Action based on 6D Global’s understanding that the D&O carrier has agreed to pay the Fee and Expense Amount subject to the express approval of the Court. The 6D Defendants agree to cause their D&O insurer within thirty (30) business days after entry of the Preliminary Approval Order, to deposit the maximum amount of the Fee and Expense Amount, which is \$75,000, to the attorney IOLTA account of Catafago Fini LLP at Bank of America, (the account information and number of which is Catafago Fini LLP, c/o Bank of America, 358 5th Avenue, New York, NY 10001, Account # 483056068817, Routing # 026009593), to be held and released only in accordance with the terms set forth in the escrow agreement dated November 15, 2017 (“Escrow Agreement”), a copy of which is attached hereto as Exhibit F. Catafago Fini LLP shall be, and fulfill the duties of, the escrow agent, pursuant to the Escrow Agreement. Derivative Plaintiff’s Counsel shall furnish to Tom Fini, Esq. by email at Tom@catafagofini.com all necessary payment details to accomplish payment of the Fee and Expense Amount to Derivative Plaintiff’s Counsel by ACH transfer or wire, including bank account number, name of bank, bank address, a Sort Code or ABA Routing

Number, ACH transfer or wire instructions, the Tax Identification Number, and an executed Form W-9.

5.2 The Fee and Expense Amount awarded by the Court shall be paid to Derivative Plaintiff's Counsel in accordance with the terms set forth in Exhibit F within thirty (30) days of the later of the date of the Final Court Approval of the Settlement and the date that Derivative Plaintiff's Counsel provides the payment information specified in paragraph 5.1 to Tom Fini. Should the Court order the payment of attorneys' fees and expenses to Derivative Plaintiffs' Counsel in an amount less than the agreed Fee and Expense Amount prior to, or at the time of, entry of the Judgment, then only the Court-approved amount shall be paid to Derivative Plaintiff's Counsel. Any balance remaining shall be repaid to the D&O Carrier.

5.3 Except as otherwise provided in Paragraphs 5.1-5.2 herein, the 6D Defendants shall have no obligation to make any payments pursuant to this Stipulation.

5.4 The enforceability and validity of this Stipulation and the Settlement are not dependent on the Court awarding a Fee and Expense Amount in the amount requested by Derivative Plaintiff's Counsel.

5.5 Except as otherwise expressly provided in this Stipulation, Derivative Plaintiff and Derivative Plaintiff shall not be entitled to any payment from 6D Global or any defendant, of attorneys' fees and costs incurred in connection with the matters set forth in the Stipulation.

5.6 In light of the substantial benefits he has helped to create for all Current 6D Shareholders, Plaintiff may apply for a Court-approved service award in the amount of one thousand five hundred dollars (\$1,250) (the "Service Award"). The Service Award, to the extent that it is applied for and approved in whole or part, shall be funded from the portion of the Fee and Expense Amount to the extent that the Fee and Expense Amount is approved in whole or in

part. Defendants shall take no position on the Service Award and shall have no obligation to pay it. The failure of the Court to approve the Service Award, in whole or in part, shall have no effect on the Settlement.

6. Effective Date of the Settlement

6.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement and approval of the content and method of providing the Notice and Summary Notice to Current 6D Shareholders, and the subsequent dissemination of the Notice and Summary Notice to Current 6D Shareholders;

b. Court entry of the Judgment, in all material respects in the form set forth as Exhibit B annexed hereto, approving the Settlement without awarding costs to any party, except as provided herein, and dismissing the Action with prejudice;

c. the Judgment has become Final.

6.2 If any of the conditions specified in Paragraph 6.1 herein is not met, then this Stipulation shall be deemed canceled and terminated unless Derivative Plaintiff's Counsel and Defendants' Counsel mutually agree in writing to proceed with this Stipulation.

6.3 If for any reason the Effective Date does not occur, or if this Stipulation in any way is canceled, is terminated, or fails to become Final in accordance with its terms, the Settling Parties shall be restored to their respective positions in the Derivative Action as of November 14, 2017 (one day before date of the execution of the Stipulation), and all negotiations, proceedings, documents prepared, and statements made in connection with the Stipulation shall be without prejudice to the Settling Parties, shall not be deemed or construed to be an admission by any Settling Party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in the Derivative Action or appeal of the judgment

therefrom, or in any other action or proceeding. In such event, the terms and conditions of the Stipulation, with the exception of the “Definitions” section, Section 6, and Paragraphs 7.3-7.13 herein, shall have no further force and effect with respect to the Settling Parties and shall not be used in the Derivative Action, or appeal of the judgment therefrom, or in any other action or proceeding, and the Settling Parties shall jointly move the Court that any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

7. Other Provisions

7.1 The Settling Parties (a) acknowledge that it is their intent to consummate the terms and conditions of the Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to obtain the Court’s preliminary and final approval of the Stipulation and to accomplish the terms and conditions of the Stipulation.

7.2 The Settling Parties intend this Stipulation to be a final and complete resolution of all disputes among them with respect to the Derivative Action. The Stipulation compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. While retaining their right to deny that the claims advanced in the Derivative Action were meritorious, the 6D Defendants represent that the claims asserted in the Derivative Action are being settled voluntarily after consultation with competent legal counsel.

7.3 Neither the Stipulation nor any document referred to herein nor any action taken to carry out the Stipulation is, may be construed as, or may be used as an admission by or against the 6D Defendants, or any of them, of any fault, wrongdoing, or liability whatsoever. Entering

into or carrying out the Stipulation (or the Exhibits hereto), and any negotiations or proceedings related thereto, shall not in any event be construed as, or be deemed to be, evidence, an admission, or a concession with regard to any Settling Party as to the merits of any claim, allegation, or defense, and shall not be offered by any of the Settling Parties or received in evidence in any action or proceeding in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of the Stipulation (and Exhibits hereto) or the provisions of any related agreement or release; except that the Stipulation and the Exhibits hereto may be filed in the Derivative Action, or related litigation, as evidence of the Stipulation and its approval, or in any subsequent action against or by the Released Persons to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense.

7.4 All agreements made and orders entered during the course of the Derivative Action relating to the confidentiality of information shall survive the Stipulation.

7.5 The Exhibits to the Stipulation are a material and integral part hereof and are fully incorporated herein by reference.

7.6 The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest and, as necessary, as approved by the Court.

7.7 The Stipulation and the Exhibits attached hereto constitute the entire agreement among the Settling Parties, and no representations, warranties, or covenants have been made to or relied upon by any party concerning the Stipulation or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in such documents. The Stipulation supersedes and replaces any prior or contemporaneous writing, statement, or

understanding pertaining to the Derivative Action. Except as otherwise provided herein, all parties shall bear their own fees and costs.

7.8 Counsel for the Settling Parties are expressly authorized by their respective clients to take all appropriate actions required or permitted to be taken pursuant to the Stipulation to effectuate its terms and conditions, and Derivative Plaintiff's Counsel also are expressly authorized by the Derivative Plaintiff to enter into any modifications or amendments to the Stipulation that Derivative Plaintiff's Counsel deem advisable and appropriate.

7.9 Each counsel or other Person executing the Stipulation or its Exhibits on behalf of any party hereto hereby expressly warrants that such counsel or other Person has the full authority to do so.

7.10 The Stipulation shall be binding upon, and inure to the benefit of, the Settling Parties and their respective successors, assigns, heirs, spouses, marital communities, executors, administrators, and legal representatives.

7.11 The Stipulation may be executed in one or more counterparts. All executed counterparts including facsimile counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts (or copies electronically transmitted pursuant to the Court's rules governing electronic filing) shall be filed with the Court by Derivative Plaintiff's Counsel. Electronic signatures affixed by the signing person in the form "/s/ [name]" shall be as valid and effective as a handwritten signature.

7.12 Without affecting the finality of the Judgment entered in accordance with the Stipulation, the Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation and Judgment, and the Settling Parties and their undersigned counsel

submit to the jurisdiction of the Court for purposes of implementing and enforcing the Stipulation and Judgment.

7.13 The Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the Settling Parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the laws of the State of New York without giving effect to that State's choice of law principles.

7.14 In the event any proceedings by or on behalf of 6D Global, whether voluntary or involuntary, are initiated under any chapter of the U.S. Bankruptcy Code, including any act of receivership, asset seizure, or similar federal or state law action ("Bankruptcy Proceedings"), the Settling Parties agree to use their reasonable best efforts to obtain all necessary orders, consents, releases, and approvals for effectuation of the Stipulation and Bankruptcy Court approval of the Settlement in a timely and expeditious manner subject to and consistent with applicable law.

7.15 The Settling Parties agree that terms of the Settlement were negotiated in good faith by the Settling Parties, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel.

7.16 This Stipulation shall be deemed drafted equally by all Settling Parties.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, as of November 15, 2017.

/s/ Timothy W. Brown

Timothy W. Brown, Esq.
The Brown Law Firm, P.C.
240 Townsend Square
Oyster Bay, New York 11771
Tel: (516) 922-5427
Fax: (516) 344-6204
Email: tbrown@thebrownlawfirm.net

Attorneys for Derivative Plaintiff

/s/ Tom M. Fini

Tom M. Fini, Esq.
Jaques Catafago, Esq.
CATAFAGO FINI LLP
The Empire State Building
350 Fifth Avenue, Suite 7412
New York, NY 10118
(212) 213-9669
email: Tom@catafagofini.com

*Attorneys for 6D Global Technologies, Inc.,
Tejune Kang, Mark Szykowski, Terry
McEwen, Piotr A. Chrzaszcz, and Michael
Bannout.*

/s/ Andrew L. Morrison

Andrew L. Morrison
Samantha J. Katze
MANATT, PHELPS & PHILLIPS, LLP
7 Times Square
New York, NY 10036
Telephone: (212) 790-4500
Facsimile: (212) 790-4545

*Attorneys for Defendants
Adam Hartung, David S. Kaufman and
Anubhav Saxena*

1. NEW EMPLOYEES TO CERTIFY COMPLIANCE

6D Global shall maintain its extant Code of Ethics, 6D Global shall continue its practice of having all employees read the Code of Ethics and certify that they have read and understand the provision of the Code of Ethics. All new employees hired on or after January 1, 2016 shall be provided a copy of the Code of Ethics and will be required to sign a statement confirming that they have read and understand its terms and conditions. The 6D Global Code of Ethics includes, among other things, provisions regarding strict compliance with securities laws, accurate public reporting and avoidance of conflicts of interest

2. EMPLOYEE EDUCATION AND TRAINING

6D Global agrees to require employee training for employees who are employed in the Company's executive offices, on issues relevant to the Company on securities, compliance, insider trading, ethics, and conflict of interest issues, for a period of at least one (1) year following final approval of the Settlement. This employee training may be conducted by 6D Global through the use of on-line, in-person or other resources, at 6D Global's discretion.

3. DIRECTOR EDUCATION

Currently, 6D Global's stock is not publicly traded. Within 12 months of 6D Global's stock becoming publicly traded, 6D Global agrees to require education/training for its Directors (the "Directors") on issues relevant to the Company on securities, compliance, Board professionalism, insider trading, ethics, and conflict of interest issues, for a period of at least five (5) years following final approval of the Settlement. This Director education/training may be conducted by 6D Global through the use of on-line, in-person or other resources such as courses, training and/or learning modules provided by NACD or equivalent, at 6D Global's discretion.

Nothing herein shall preclude 6D's extension of such education and training beyond the five-year term herein provided.

1. This Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms contained herein shall have the same meanings as set forth in the Stipulation unless otherwise defined herein.

2. This Court has jurisdiction over the subject matter of the Derivative Action, and all matters relating to the Settlement of the Derivative Action, as well as personal jurisdiction over all of the Settling Parties and each of the Current 6D Shareholders.

3. The Court finds that the notice given to Current 6D Shareholders was the best notice practicable under the circumstances. Said notice also provided the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23.1 and the requirements of due process.

4. Based on the record in the Derivative Action, each of the provisions of Federal Rule of Civil Procedure 23.1 has been satisfied and the Derivative Action has been properly maintained according to the provisions of that Rule 23.1.

5. The Court finds that the Stipulation and Settlement are fair, reasonable, and adequate as to each of the Settling Parties, and hereby finally approves the Stipulation and Settlement in all respects, and orders the Settling Parties to perform the terms of the Settlement set forth in the Stipulation to the extent the Settling Parties have not already done so.

6. This Judgment shall not constitute any evidence, or an admission by any Settling Party, that any acts of wrongdoing have been committed by any of the parties to the Derivative Action and shall not be deemed to create any inference that there is any liability therefor.

7. This Judgment is binding on the Derivative Plaintiff, the Defendants and all Current 6D Shareholders, as well as their successors and assigns, and shall have preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of the Settling Parties or Current 6D Shareholders.

8. The Derivative Action is hereby dismissed on the merits with prejudice as to all Defendants. The Settling Parties shall bear their own fees, costs and/or expenses except as provided in Paragraph 14 herein or as otherwise provided in the Stipulation and the Order.

9. Upon Final Court Approval of the Settlement, the Derivative Plaintiff, 6D Global and all Current 6D Shareholders (derivatively on behalf of the Company) shall by operation of this Judgment and to the fullest extent allowed by law, (i) release and be deemed to release and forever discharge the Released Plaintiff Claims against the Released Defendant Persons, (ii) covenant and be deemed to covenant not to sue any of the Released Defendant Persons with regard to any Released Plaintiff Claims, and (iii) forever be barred and enjoined from asserting any Released Plaintiff Claims against any Released Defendant Persons.

10. Upon Final Court Approval of the Settlement, 6D Global and the Individual Defendants shall, by operation of this Judgment and to the fullest extent allowed by law, have no liability for claims for contribution brought by other Persons with respect to any of the Plaintiff Released Claims and all such claims for contribution are barred by this Judgment.

11. Upon Final Court Approval of the Settlement, Defendants shall, by operation of this Judgment and to the fullest extent allowed by law, (i) release and be deemed to release and forever discharge the Released Defendant Claims against the Released Plaintiff Persons, (ii) covenant and be deemed to covenant not to sue any of the Released Plaintiff Persons with regard

to any Released Defendant Claims, and (iii) forever be barred and enjoined from asserting any Released Defendant Claims against any Released Plaintiff Persons.

12. The Settling Parties expressly acknowledge, and all Current 6D Shareholders shall be deemed to acknowledge: (i) that he, she, they, or it may hereafter discover facts in addition to those that he, she, they, or it now knows or believes to be true with respect to the Derivative Action and the Released Plaintiff Claims and Released Defendant Claims, as applicable; and (ii) that he, she, they, or it may have sustained damages, losses, fees, costs and/or expenses that are presently unknown and unsuspected with respect to Released Plaintiff Claims and Released Defendant Claims, as applicable, and that such damages, losses, fees, costs and/or expenses as the Settling Parties and any Current 6D Shareholder has sustained might give rise to additional damages, losses, fees, costs and/or expenses in the future. Nevertheless, the Settling Parties expressly acknowledge, and all Current 6D Shareholders shall be deemed to acknowledge, that the Stipulation has been negotiated and agreed upon in light of such possible unknown facts and such possible damages, losses, fees, costs and/or expenses, and each expressly waives, or shall be deemed to have waived, any and all rights under common law and/or any other federal or state statute or law precluding a release for claims that are unknown at the time of execution for a release. The Settling Parties expressly acknowledge, and all Current 6D Shareholders shall be deemed to have acknowledged, that this waiver was separately bargained for and is a material term of the Stipulation.

13. If the Settlement is terminated pursuant to the terms of the Stipulation or Final Court Approval otherwise fails to occur, then this Judgment and any related orders entered by the Court shall be treated as vacated, *nunc pro tunc*; the Stipulation shall be null and void and of no force and effect; and the Stipulation shall not be deemed to prejudice in any way the respective

positions of the Derivative Plaintiff or the Defendants with respect to the Derivative Action or any other action.

14. The Court finds that the Fee and Expense Amount of \$75,000 is fair and reasonable, and that a Service Award of \$1,250.00 to the Derivative Plaintiff is fair and reasonable in accordance with the Stipulation, and finally approves the Fee and Expense Amount and Service Award. The Fee and Expense Amount shall be paid to the Derivative Plaintiff's Counsel in accordance with the Stipulation and Derivative Plaintiff's Counsel shall pay \$1,250.00 from such amount to the Derivative Plaintiff.

15. No proceedings or Court order with respect to the award of attorneys' fees, costs, and/or expenses to the Derivative Plaintiff's Counsel shall in any way disturb or affect this Judgment (including precluding the Judgment from being Final or otherwise being entitled to preclusive effect), and any such proceedings or Court order shall be considered separate from this Judgment.

16. During the course of the litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11 and all other similar laws.

17. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the Derivative Action and the parties to the Stipulation to enter any further orders as may be necessary to effectuate the Stipulation, the Settlement provided for therein, and the provisions of this Judgment.

18. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

19. This Judgment is a final, appealable judgment and should be entered forthwith by the Clerk in accordance with Rule 58 of the Federal Rules of Civil Procedure.

SO ORDERED:

Hon. Robert W. Sweet, U.S.D.J.

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
ALLAN SCOTT, DERIVATIVELY AND ON	:	
BEHALF OF 6D GLOBAL TECHNOLOGIES,	:	
INC.,	:	
	:	Case No. 1:15-cv-09691-RWS
Plaintiff,	:	
	:	
- against -	:	
	:	[PROPOSED] ORDER
	:	PRELIMINARILY APPROVING
BENJAMIN TIANBING WEI A/K/A BENJAMIN	:	SETTLEMENT AND
WEY; NEW YORK GLOBAL GROUP, INC.;	:	PROVIDING FOR NOTICE
NYGG (ASIA) LTD., TEJUNE KANG;	:	
MARK SZYNKOWSKI; ADAM HARTUNG;	:	
DAVID S. KAUFMAN; TERRY MCEWEN;	:	
ANUBHAV SAXENA; PIOTR A.	:	
CHRZASZCZ, and MICHAEL BANNOUT,	:	
	:	
Defendants.	:	
-----X		

WHEREAS, the parties have made application, pursuant to Federal Rule of Civil Procedure 23.1, for an order (i) preliminarily approving the settlement (the “Settlement”) of the above captioned action (collectively, the “Derivative Action”), in accordance with a Stipulation and Agreement of Compromise, Settlement and Release dated November 15, 2017, (the “Stipulation”), which, together with the Exhibits attached thereto, sets forth the terms and conditions for a proposed Settlement and dismissal of the Derivative Action with prejudice, upon the terms and conditions set forth therein; (ii) approving the content and the means of distribution of the Notice and the Summary Notice; and (iii) setting a date for the Settlement Hearing before the Court to determine whether the proposed Settlement should be finally approved; and

WHEREAS, all capitalized terms contained herein shall have the same meanings as set forth in the Stipulation (except for those capitalized terms otherwise defined herein); and

WHEREAS, the Court having considered the Stipulation and the Exhibits attached thereto;
NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court hereby preliminarily approves the Settlement, subject to further consideration at the Settlement Hearing described below, the Stipulation and the Settlement set forth therein and the Exhibits attached thereto, as fair, reasonable and adequate, pending a final hearing on the proposed Settlement as provided herein.

2. For the purposes of the proposed Settlement only, the Court preliminarily finds that the Derivative Action was properly brought as a derivative action for and on behalf of 6D Global Technologies, Inc. ("6D Global"), and that the Derivative Plaintiff has fairly and adequately represented the interests of Current 6D Shareholders similarly situated in enforcing the rights of 6D Global.

3. Derivative Plaintiff's Counsel is authorized to act on behalf of Current 6D Shareholders with respect to all acts required by the Stipulation or such other acts that are reasonably necessary to consummate the Settlement set forth in the Stipulation.

4. A hearing (the "Settlement Hearing") shall be held before this Court on _____, 201_, at ___ .m., at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 18C, New York, New York 10007, to determine whether the Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to Current 6D Shareholders and to 6D Global and should be granted final approval by the Court; to determine whether a Judgment as provided in Paragraph 1.12 of the Stipulation should be entered herein; whether to award Derivative Plaintiff's

Counsel the Fee and Expense Amount; and whether to award the Derivative Plaintiff's counsel the Service Award.

5. The Court reserves the right to: (i) approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Settling Parties and without further notice to Current 6D Shareholders; and (ii) adjourn the Settlement Hearing or any adjournment thereof, without further notice of any kind to Current 6D Shareholders.

6. The Court approves, as to form and content, the Notice and the Summary Notice attached as Exhibits D and E, respectively, to the Stipulation, and finds that the distribution of the Notice and Summary Notice substantially in the manner and form set forth in the Stipulation meets the requirements of Federal Rule of Civil Procedure 23.1 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto. Non-material changes to the form of Notices may be made upon agreement by the Settling Parties without further approval of the Court.

7. Not later than ten (10) calendar days following entry of this Order, (a) 6D Global shall cause a copy of the Summary Notice (attached as Exhibit E to the Stipulation) to be published once in the national edition of *Investor's Business Daily* and (b) The Brown Law Firm, P.C., shall upload to its website the Stipulation and exhibits A to F thereto and provide a link to said documents to be viewed by any shareholders who desire to view the same. At its option, said law firm may permit the documents to be downloaded. The Brown Law Firm, P.C. shall maintain the uploaded documents and an accessible link thereto for a period of thirty (30) days following an entry of final judgment, and if there is an appeal, until thirty (30) days after final disposition of the case. 6D Global and the Individual Defendants shall cause 6D Global's notice costs of up to \$4,500 to be paid by the 6D Defendants' D&O Carrier. 6D Global shall bear any additional notice costs.

In addition, the 6D Defendants shall cause their D&O Carrier to pay to The Brown Law Firm, P.C., \$500.00 for the cost of uploading the Stipulation and Exhibits A-F to that firm's website and for maintaining the link thereto as herein provided.

8. At least seven (7) calendar days before the Settlement Hearing, the 6D Defendants' counsel shall serve on the Derivative Plaintiff's Counsel and file with the Court proof, by affidavit or declaration, of the publication of the Summary Notice and the posting of the Notice and Stipulation as required under Paragraph 7 herein.

9. All Current 6D Shareholders shall be bound by all orders, determinations, and judgments in the Derivative Action concerning the Settlement, whether favorable or unfavorable to Current 6D Shareholders.

10. Pending final determination of whether the Settlement should be approved, no Current 6D Shareholder, either directly, representatively, or in any other capacity, shall commence or prosecute against any of the Defendants any action or proceeding in any court or tribunal asserting any of the Released Claims.

11. All papers in support of final approval of the Settlement and the award of attorneys' fees and expenses shall be filed with the Court and served at least twenty-one (21) calendar days prior to the Settlement Hearing, and any reply papers in support of final approval of the Settlement shall be filed seven (7) calendar days before the Settlement Hearing.

12. Any Current 6D Shareholder may appear and show cause, if he, she, or it has any reason why the Settlement should not be granted final approval as fair, reasonable, and adequate, or why a judgment should not be entered thereon, why the Fee and Expense Amount should not be awarded to Derivative Plaintiff's Counsel, and/or why a Service Award of \$1,250.00 should not be awarded to the Derivative Plaintiff; provided, however, unless otherwise ordered by the

Court, no Current 6D Shareholder shall be heard or entitled to contest the final approval of the terms and conditions of the Settlement or, if granted final approval, the Judgment to be entered thereon approving the same, or the Fee and Expense Amount or Service Award, unless that Person has filed with the Clerk of the Court at the address listed below and delivered by hand or sent by first class mail to Derivative Plaintiff's Counsel and Defendants' Counsel, a written objection to the Settlement setting forth: (a) such Person's name, legal address, and telephone number, along with a representation as to whether such Person or entity intends to appear to be heard at the Settlement Hearing; (b) proof of ownership of 6D Global common stock as of the date of execution of the Stipulation, including the number of shares of 6D Global common stock owned and the date of purchase; (c) if the Current 6D Shareholder has indicated that he, she, or it intends to appear and requests to be heard at the Settlement Hearing; and (d) the identities of any cases, by name, court, and docket number, in which the Current 6D Shareholder or his, her, or its attorney has objected to a settlement in the last three years. Any such objections must be filed with the Court and received by the following counsel at the addresses below no later than fourteen (14) calendar days prior to the Settlement Hearing:

The Court:

Clerk of the Court
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, New York 10007

Counsel:

Timothy W. Brown, Esq.
The Brown Law Firm, P.C.
240 Townsend Square
Oyster Bay, New York 11771

Counsel for Derivative Plaintiff

Tom M. Fini, Esq.
Jaques Catafago, Esq.
CATAFAGO FINI LLP
The Empire State Building
350 Fifth Avenue, Suite 7412
New York, NY 10118
(212) 213-9669
email: Tom@catafagofini.com

*Attorneys for 6D Global Technologies, Inc., Tejune Kang, Mark Szynkowsky, Terry McEwen,
Piotr A. Chrzaszcz, and Michael Bannout.*

Andrew L. Morrison
Samantha J. Katze
MANATT, PHELPS & PHILLIPS, LLP
7 Times Square
New York, NY 10036
Telephone: (212) 790-4500
Facsimile: (212) 790-4545

*Attorneys for Defendants
Adam Hartung, David S. Kaufman and
Anubhav Saxena*

Any Current 6D Shareholder who does not make his, her, or its objection in the manner provided for herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement, the Fee and Expense Amount, and the Service Award, unless otherwise ordered by the Court, but shall otherwise be bound by the Judgment to be entered and the releases to be given.

13. Neither the Stipulation (including any exhibits attached thereto) nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be offered, attempted to be offered, or used in any way by any of the Settling Parties as a presumption, a concession, or an admission of, or

evidence of, any fault, wrongdoing, or liability of the Defendants or of the validity of any of the Released Claims; or (b) is intended by the Settling Parties to be offered or received as evidence or used by any other person in any other action or proceeding, whether civil, criminal, or administrative. The Released Persons may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, full faith and credit, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. The Court reserves the right to adjourn the date of the Settlement Hearing or modify any other dates set forth herein without further notice to Current 6D Shareholders, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to Current 6D Shareholders.

15. If the Settlement provided for in the Stipulation shall be approved by the Court following the Settlement Hearing, the Court shall enter a Judgment substantially in the form attached to the Stipulation as Exhibit B.

16. If the Stipulation is terminated pursuant to the terms of the Stipulation or Final Court Approval otherwise fails to occur, then all proceedings in the Derivative Action will revert to their status as of the date the Stipulation was entered; no materials created by or received from another Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal or used in any other capacity, absent consent from the disclosing party; and the Stipulation shall not be deemed to prejudice in any way the respective positions of the Settling Parties with respect to the Derivative Action or any other action.

17. The entry of Judgment by the Court and the finality of any such judgment is not conditioned upon the approval of an award of attorneys' fees, costs and/or expenses to the Derivative Plaintiff's Counsel, either at all or in any particular amount, by the Court.

18. All proceedings in the Derivative Action, except for those proceedings related to the Settlement, shall be stayed until the resolution of all Settlement-related proceedings.

19. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED

Dated: _____

Hon. Robert W. Sweet, U.S.D.J

EXHIBIT D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

ALLAN SCOTT, DERIVATIVELY AND ON :
 BEHALF OF 6D GLOBAL TECHNOLOGIES, :
 INC., :
 :
 Plaintiff, :
 :
 - against - :
 :
 BENJAMIN TIANBING WEI A/K/A BENJAMIN :
 WEY; NEW YORK GLOBAL GROUP, INC.; :
 NYGG (ASIA) LTD., TEJUNE KANG; :
 MARK SZYNKOWSKI; ADAM HARTUNG; :
 DAVID S. KAUFMAN; TERRY MCEWEN; :
 ANUBHAV SAXENA; PIOTR A. :
 CHRZASZCZ, and MICHAEL BANNOUT, :
 Defendants. :
 -----X

Case No. 1:15-cv-09691-RWS

**NOTICE OF PROPOSED
SETTLEMENT OF
STOCKHOLDER DERIVATIVE
ACTION**

TO: ALL CURRENT RECORD HOLDERS AND BENEFICIAL OWNERS OF COMMON STOCK OF 6D GLOBAL TECHNOLOGIES, INC. (“6D GLOBAL” OR THE “COMPANY”) AS OF NOVEMBER 15, 2017 (“CURRENT 6D SHAREHOLDERS”).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT AND DISMISSAL OF THE ABOVE-CAPTIONED SHAREHOLDER DERIVATIVE ACTION, AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. YOUR RIGHTS MAY BE AFFECTED BY THESE LEGAL PROCEEDINGS. IF THE COURT APPROVES THE SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE APPROVAL OF THE PROPOSED SETTLEMENT AND FROM PURSUING THE RELEASED PLAINTIFF CLAIMS.

IF YOU HOLD 6D GLOBAL COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS NOTICE TO SUCH BENEFICIAL OWNER. THE COURT HAS MADE NO FINDINGS OR DETERMINATIONS CONCERNING THE MERITS OF THIS ACTION. THE RECITATION OF THE BACKGROUND AND CIRCUMSTANCES OF THE SETTLEMENT CONTAINED HEREIN DOES NOT CONSTITUTE THE

FINDINGS OF THE COURT. IT IS BASED ON REPRESENTATIONS MADE TO THE COURT BY COUNSEL FOR THE PARTIES.

Notice is hereby provided to you of the proposed settlement (the “Settlement”) of the referenced shareholder derivative action (the “Derivative Action”). This Notice of Proposed Settlement of Stockholder Derivative Action (“Notice”) is provided to you by Order of the United States District Court for the Southern District of New York (the “Court”). It is not an expression of any opinion by the Court. The purpose of this Notice is to notify you of the terms of the proposed Settlement, and of your rights related thereto.

I. WHY THE COMPANY HAS ISSUED THIS NOTICE

Your rights may be affected by the settlement of the Derivative Action. The plaintiff in this action (Allan Scott) (the “Derivative Plaintiff”), defendants Tejune Kang, Mark Szykowski, Adam Hartung, David S. Kaufman, Terry McEwen, Anubhav Saxena, Piotr A. Chrzaszcz, and Michael Bannout (collectively referred to as the “Individual Defendants”), and nominal defendant 6D Global (6D Global and the Individual Defendants are collectively referred to as the “6D Defendants”) have agreed upon terms to settle the Derivative Action and have signed a written Stipulation and Agreement of Compromise, Settlement and Release dated November 15, 2017 (the “Stipulation”) setting forth those settlement terms.

This Notice also informs you of the Court’s preliminary approval of the Settlement and of your right to participate in a hearing to be held on February 7, 2018, at 11:00 a.m., before the Honorable Robert W. Sweet, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 18C, New York, New York 10007 (the “Settlement Hearing”), to: (i) approve the Settlement as fair, reasonable, adequate, and in the best interests of 6D Global and Current 6D Shareholders; (ii) dismiss the Derivative Action (as defined below) with prejudice and extinguish and release any and all Released Claims as against the Released Persons; (iii) approve the Fee and Expense Amount to Derivative Plaintiff’s Counsel; (iv) approve the Service Award to the Derivative Plaintiff; and (v) consider such other matters as may properly come before the Court.

Because this is a shareholder derivative action brought for the benefit of 6D Global, no individual 6D stockholder has the right to receive any individual compensation as a result of the settlement of this action.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON THE STATEMENTS OF THE SETTLING PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTLING PARTIES OR THE FAIRNESS OR ADEQUACY OF THE PROPOSED SETTLEMENT.

II. SUMMARY OF THE LITIGATION

A. Procedural Overview

On December 11, 2015, Allan Scott filed a verified purported shareholder derivative complaint in the United States District Court for the Southern District of New York against 6D Global (as a nominal defendant), certain of 6D Global's then current and former officers and directors, and certain third parties, alleging claims for: (1) breach of fiduciary duty; (2) unjust enrichment; and (3) violations of Section 14 of the Securities and Exchange Act of 1934 (the "Exchange Act").

Prior to the filing of the Derivative Action, a securities class action styled *Castillo IV v. 6D Global Technologies, Inc., et al.*, No. 15-CV-8061, was filed in the United States District Court for the Southern District of New York against 6D Global and others alleging violations of federal securities laws (the "Class Action"). The Class Action and the Derivative Action were deemed "related" cases and were assigned to the Honorable Robert W. Sweet.

Given the relatedness of the actions, the Derivative Plaintiff, 6D Global and the Individual Defendants stipulated, on February 16, 2016, to stay the Derivative Action pending the outcome of an anticipated motion to dismiss in the Class Action.

On March 18, 2016, the plaintiffs in the Class Action filed an Amended Complaint alleging violations of Section 10(b) of the Exchange Act and liability under Section 20(a) of the Exchange Act. On April 4, 2016, the plaintiffs in the Class Action filed a Second Amended Complaint.

Pursuant to the terms of the February 16, 2016 stipulation, the Derivative Plaintiff filed a verified purported shareholder derivative Amended Complaint on July 5, 2016, against 6D Global (as a nominal defendant), certain of 6D Global's then current and former officers and directors, and certain third parties, alleging claims for: (1) breach of fiduciary duty; (2) unjust enrichment; and (3) violations of Section 14 of the Exchange Act.

On August 19, 2016, a motion to dismiss the Second Amended Complaint was filed in the Class Action. By Order dated March 6, 2017, the Court granted the motion to dismiss with prejudice, and dismissed the Class Action. A notice of appeal in the Class Action was filed on April 3, 2017.

B. Settlement Negotiations

Beginning as early as May 18, 2016, the Settling Parties commenced arms' length communications. On July 28, 2016, the Derivative Plaintiff's Counsel (as defined below) sent an extensive settlement demand letter to counsel for 6D Global and the Individual Defendants (the "July Demand Letter") setting forth certain proposed corporate governance reforms at 6D Global and/or certain monetary consideration to be paid to 6D Global on behalf of the 6D Defendants (as defined below) by 6D Global's insurance carrier that provide specified coverage applicable to the Derivative Action. The 6D Defendants at that time began to consider the proposed settlement terms set forth in the July Demand Letter.

Both the Class Action and the Derivative Action refer to certain charges brought against defendant Benjamin Wey and actions taken by the NASDAQ stock exchange to suspend trading

in shares of the Company's stock and to delist the Company's stock. 6D Global represents that a result of the actions taken by the NASDAQ and the Class Action and the Derivative Action, the Company caused investigations to be undertaken to assess and evaluate the charges and accusations made against the Company and anticipated claims that might be made by way of class actions or derivative actions and in order to have experts review and analyze the facts and to provide expert testimony in the event of trial of any claims that would be brought against the Company, and/or its present or former officers and directors.

On March 7, 2017, the Settling Parties, participated in a full-day global mediation. Prior to the mediation, the Settling Parties briefed and submitted two rounds of mediation statements. At the mediation, with the assistance of the mediators, the Settling Parties had extensive, face-to-face discussions concerning corporate governance reforms. The Settling Parties have continued since that time to discuss settlement, and ultimately reached an agreement to settle the claims, and they ultimately reached an agreement in principle to a settlement. As a condition of the Settlement, 6D Global shall adopt and/or implement (or continue to implement) certain corporate governance reforms, which are set forth in detail in Exhibit A to the Stipulation.

After reaching agreement on these substantive corporate governance enhancements, the Settling Parties negotiated at arm's length the attorneys' fees and reimbursement of expenses to be paid to Derivative Plaintiff's Counsel subject to the approval of the Court in light of the substantial benefits the corporate governance enhancements confer upon 6D Global and its shareholders.

As a result of the Settling Parties' arm's-length discussions and negotiations, the Settling Parties reached an agreement providing for the settlement of the Derivative Action on the terms and conditions set forth in the Stipulation, which will include but not be limited to a release of all claims in the Derivative Action.

The Settling Parties believe that a settlement at this juncture on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of 6D Global and its shareholders.

III. TERMS OF THE PROPOSED SETTLEMENT

The principal terms, conditions, and other matters that are part of the Settlement, which are subject to approval by the Court, are summarized below. This summary should be read in conjunction with, and is qualified in its entirety by reference to, the text of the Stipulation, which has been filed with the Court and is available for public inspection. To fully, finally, and forever resolve the Derivative Action, and following extensive, arm's-length settlement negotiations, the parties have agreed as set forth in the Stipulation as follows:

1. 6D Global will adopt and/or implement certain corporate governance measures at the Company (or continue to implement certain of them) as follows:

NEW EMPLOYEES TO CERTIFY COMPLIANCE

6D Global shall maintain its extant Code of Ethics, 6D Global shall continue its practice of having all employees read the Code of Ethics and certify that they have read and understand the provision of the Code of Ethics. All new employees hired on or after January 1, 2016 shall be provided a copy of the Code of Ethics and will be required to sign a statement confirming that they have read and understand its terms and conditions. The 6D Global Code of Ethics includes, among other things, provisions regarding strict compliance with securities laws, accurate public reporting and avoidance of conflicts of interest.

EMPLOYEE EDUCATION AND TRAINING

6D Global agrees to require employee training for employees who are employed in the Company's executive offices, on issues relevant to the Company on securities, compliance, insider trading, ethics, and conflict of interest issues, for a period of one (1) year following final approval of the Settlement. This employee training may be conducted by 6D Global through the use of on-line, in-person or other resources, at 6D Global's discretion.

DIRECTOR EDUCATION

Currently, 6D Global is not a public company. Within 12 months of 6D Global's becoming public again, 6D Global agrees to require education/training for its Directors (the "Directors") on issues relevant to the Company on securities, compliance, Board professionalism, insider trading, ethics, and conflict of interest issues, for a period of five (5) years following final approval of the Settlement. This Director education/training may be conducted by 6D Global through the use of on-line, in-person or other resources such courses, training and/or learning modules provided by NACD or equivalent, at 6D Global's discretion.

2. The Stipulation also provides for the entry of judgment dismissing the Derivative Action against the Defendants with prejudice and, as explained in more detail in the Stipulation, barring and releasing certain known or unknown claims that have been or could have been brought derivatively in any court by the Derivative Plaintiff or any of its shareholders, or directly by 6D Global, against the Released Defendant Persons relating to any of the claims or matters that were or could have been alleged or asserted in any of the pleadings or papers filed in the Derivative Action. The Stipulation further provides that the entry of the Judgment will bar and release any known or unknown claims that have been or could have been brought in any court by the Defendants against Derivative Plaintiff or Derivative Plaintiff's Counsel related to any of the claims or matters that were or could have been alleged or asserted in any of the pleadings or papers filed in the Derivative Action or based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Derivative Action.

IV. DERIVATIVE PLAINTIFF'S ATTORNEYS' FEES AND EXPENSES

After negotiating the Corporate Governance Measures described above, the Settling Parties engaged in arm's-length negotiations regarding the attorneys' fees and expenses of Derivative Plaintiff's Counsel. As a result of these negotiations, the Settling Parties have agreed that, the Company's D&O Carrier will pay Derivative Plaintiff's Counsel's attorneys' fees and expenses in an aggregate amount up to \$75,000, subject to Court Approval (the "Fee and Expense Amount"). The Fee and Expense Amount includes fees and expenses incurred by Derivative Plaintiff's

Counsel in connection with the Derivative Action. To date, Derivative Plaintiff's Counsel has not received any payment for his efforts in this action. If approved by the Court, the Fee and Expense Amount will compensate Derivative Plaintiff's Counsel for the results achieved in the Derivative Action, and for undertaking the prosecution of the Derivative Action on a contingent basis. Derivative Plaintiff's Counsel has agreed not to seek fees or expenses from the Court in excess of \$75,000. Further, Derivative Plaintiff will seek Court approval of a \$1,250 Service Award for his participation and efforts in the Derivative Action. The Service Award shall be paid from the Fee and Expense Amount awarded by the Court.

V. REASONS FOR THE SETTLEMENT

Counsel for the Settling Parties believe that Settlement is in the best interests of 6D Global and the Current 6D Shareholders and that the corporate governance measures that comprise the consideration for the Settlement confer benefits on the 6D Global.

A. Why Did the Plaintiff Agree to Settle?

Derivative Plaintiff's Counsel conducted an extensive investigation relating to the claims and the underlying events and transactions alleged in the Derivative Action. Derivative Plaintiff's Counsel has analyzed the evidence adduced during his investigation, and has researched the applicable law with respect to the potential claims of Derivative Plaintiff, 6D Global, and Current 6D Shareholders against the Defendants, as well as the potential defenses thereto.

Based upon the investigation and analysis described above, Derivative Plaintiff and his counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to 6D Global and Current 6D Shareholders, and in their best interests, and have agreed to settle the claims raised in the Derivative Action pursuant to the terms and provisions of the Stipulation after considering, among other things: (i) the substantial benefits that 6D Global and Current 6D Shareholders have received or will receive from the Settlement; (ii) the attendant risks of continued litigation of the Derivative Action; and (iii) the desirability of permitting the Settlement to be consummated.

In particular, Derivative Plaintiff and his counsel considered the significant litigation risk inherent in the Derivative Action. The law imposes significant burdens on plaintiffs for pleading and proving a shareholder derivative claim. While Derivative Plaintiff believes his claims are meritorious, Plaintiff acknowledges that there is a substantial risk that the Derivative Action may not succeed in producing a recovery in light of the applicable legal standards and possible defenses. In fact, the Court previously granted 6D Global's motion to dismiss the complaint in the Class Action with prejudice, and there existed the possibility that, upon the Defendants' motion, the Court would dismiss with prejudice the Amended Complaint filed in this Derivative Action. Derivative Plaintiff and his counsel believe that, under the circumstances, he has obtained the best possible relief for 6D Global and for Current 6D Shareholders.

B. Why Did the 6D Defendants Agree to Settle?

The 6D Defendants have strenuously denied and continue to deny each and every allegation of wrongdoing or liability that has been made against them or that could have been made against them in the Derivative Action. The 6D Defendants have further asserted that, at all times, they acted in good faith, and in a manner that they reasonably believed to be and that was in the best interests of 6D Global and Current 6D Shareholders. The 6D Defendants assert that they have meritorious defenses to the claims in the Derivative Action, and that judgment should be entered dismissing all claims against them with prejudice. Nonetheless, the 6D Defendants have entered into the Stipulation solely to avoid the continuing additional expense, inconvenience, and distraction of this burdensome litigation and to avoid the potential risks inherent in any lawsuit, and without admitting any wrongdoing or liability whatsoever, and because the agreed-to corporate governance measures confers benefits on 6D Global.

VI. FINAL COURT HEARING REGARDING THE SETTLEMENT

On February 7, 2018, at 11:00 a.m., the Court will hold the Settlement Hearing before the Honorable Robert W. Sweet at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 18C, New York, New York 10007 (the “Settlement Hearing”). At the Settlement Hearing, the Court will consider whether the terms of the Settlement are fair, reasonable, and adequate and thus should be finally approved, and whether the Derivative Action should be dismissed with prejudice pursuant to the Stipulation.

VII. YOUR RIGHT TO ATTEND THE SETTLEMENT HEARING

Any Current 6D Shareholder may, but is not required to, appear in person at the Settlement Hearing. *Current 6D Shareholders who have no objection to the Settlement do not need to appear at the Settlement Hearing or take any other action.* If you want to be heard at the Settlement Hearing, then you must comply with the procedures for objecting, which are set forth below.

The Court has the right to change the date or time of the Settlement Hearing without further notice. Thus, if you are planning to attend the Settlement Hearing, you should confirm the date and time before going to the Court.

VIII. YOUR RIGHT TO OBJECT AND PROCEDURES FOR DOING SO

You have the right to object to any aspect of the Settlement. You must object in writing, and you may request to be heard at the Settlement Hearing. *If you choose to object, then you must comply with the following procedures.*

A. You Must Make Detailed Objections in Writing

Any objections must be submitted in writing and must contain the following information:

1. your name, legal address, and telephone number;
2. proof of your being a Current 6D Shareholder as of November 15, 2017 (date of execution of Stipulation);

3. proof of the date(s) that you acquired your 6D Global shares, and the number of those shares;
4. a detailed statement of your specific position with respect to the matters to be heard at the Settlement Hearing, including a statement of each objection being made;
5. the grounds for each objection or the reasons for your desiring to appear and to be heard;
6. notice of whether you intend to appear at the Settlement Hearing (this is not required if you have lodged your objection with the Court);
7. copies of any papers you intend to submit to the Court, along with the names of any witness(es) you intend to call to testify at the Settlement Hearing and the subject(s) of their testimony; and
8. the identities of any cases, by name, court, and docket number, in which you or your attorney has objected to a settlement in the last three years.

The Court will not consider any objection that does not substantially comply with the above requirements.

B. You Must Timely Deliver Written Objections to the Court, Derivative Plaintiff's Counsel, and Defendants' Counsel

YOUR WRITTEN OBJECTIONS MUST BE ON FILE WITH THE CLERK OF THE COURT NO LATER THAN January 24, 2018. The Clerk's address is:

Clerk of the Court
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, New York 10007

YOU MUST ALSO DELIVER COPIES OF THE MATERIALS TO DERIVATIVE PLAINTIFF'S COUNSEL AND DEFENDANTS' COUNSEL SO THEY ARE RECEIVED NO LATER THAN January 24, 2018. Counsel's addresses are:

Timothy W. Brown, Esq.
The Brown Law Firm, P.C.
240 Townsend Square
Oyster Bay, New York 11771

Counsel for Derivative Plaintiff

Tom M. Fini, Esq.
Jacques Catafago, Esq.
CATAFAGO FINI LLP
The Empire State Building

350 Fifth Avenue, Suite 7412
New York, NY 10118
(212) 213-9669
email: Tom@catafagofini.com

*Attorneys for 6D Global Technologies, Inc.,
Tejune Kang, Mark Szynkowsky, Terry McEwen,
Piotr A. Chrzaszcz, and Michael Bannout*

Andrew L. Morrison
Samantha J. Katze
MANATT, PHELPS & PHILLIPS, LLP
7 Times Square
New York, NY 10036
Telephone: (212) 790-4500
Facsimile: (212) 790-4545

*Attorneys for Defendants
Adam Hartung, David S. Kaufman and
Anubhav Saxena*

The Court will not consider any objection that is not timely filed with the Court or not timely delivered to Derivative Plaintiff's Counsel and Defendants' counsel. Any Person or entity who fails to object or otherwise request to be heard in the manner prescribed above will be deemed to have waived the right to object to any aspect of the Settlement (including the right to appeal) or to request to be heard at the Settlement Hearing, and will be forever barred from raising such objection or request in this or any other related action or proceeding.

IX. HOW TO OBTAIN ADDITIONAL INFORMATION

This Notice summarizes the Stipulation. It is not a complete statement of the Stipulation or of the events in the Derivative Action. You may view a complete copy of the Stipulation and associated Exhibits A to F may be viewed on the website for The Brown Law Firm, P.C., by clicking on this link: www.thebrownlawfirm.net. You may inspect the Stipulation and all other papers filed in the Derivative Action at the United States District Court Clerk's office at any time during regular business hours of each business day. The Clerk's office is located at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007. However, you must appear in person to inspect those documents. The Clerk's office will not mail copies to you. To obtain more information, you may also contact a representative of Derivative Plaintiff's Counsel, Timothy W. Brown, Esq., The Brown Law Firm, P.C., 240 Townsend Square, Oyster Bay, New York 11771, Telephone: (516) 922-5427.

PLEASE DO NOT CALL, WRITE, OR OTHERWISE DIRECT QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE DERIVATIVE ACTION TO EITHER THE

COURT OR THE CLERK'S OFFICE. Any questions you have about matters in this Notice should be directed by telephone or in writing to Derivative Plaintiff's Counsel, at the address set forth above.

others should be approved by the Court as fair, reasonable, and adequate will be held on February 7, 2018, at 11:00 a.m. before the Honorable Robert W. Sweet, United States District Judge, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007. At the hearing, the Court will also consider whether to enter a judgment dismissing all claims in the litigation with prejudice, forever discharging and settling certain released claims, whether to approve Derivative Plaintiff's Counsel's fees and expenses, and any other matters that may be properly before the Court in connection with the Stipulation and proposed settlement.

THIS NOTICE IS A SUMMARY ONLY AND DOES NOT DESCRIBE ALL THE DETAILS OF THE STIPULATION AND PROPOSED SETTLEMENT. Nothing in this notice varies or supersedes the terms of the Stipulation. For full details of the matters discussed in this summary, you may review the Stipulation filed with the Court or a more detailed notice regarding the terms of the proposed settlement ("Notice of Proposed Settlement"). You may inspect the Stipulation and other papers filed in the Derivative Action at the United States District Clerk's office at any time during regular business hours of each business day, at the address set forth above. You may view a complete copy of the Stipulation and associated Exhibits A to F may be viewed on the website for The Brown Law Firm, P.C., by clicking on this link: www.thebrownlawfirm.net. You also may request the Stipulation and Notice of Proposed Settlement from Derivative Plaintiff's Counsel:

Timothy W. Brown, Esq.
The Brown Law Firm, P.C.
240 Townsend Square
Oyster Bay, NY 11711
Tel: (516) 922-5427

You are encouraged to review the Notice of Proposed Settlement and the Stipulation. PLEASE DO NOT CALL, WRITE, OR OTHERWISE DIRECT QUESTIONS ABOUT THIS MATTER TO EITHER THE COURT OR THE CLERK'S OFFICE. Instead, any questions should be directed by telephone or in writing to Derivative Plaintiff's Counsel.

You may, but are not required to, appear in person at the Settlement Hearing. If you want to be heard at the Settlement Hearing, then you must comply with the procedures for objecting, which are set forth in the Notice of Proposed Settlement, on or before January 24, 2018.

Current 6D Shareholders who have no objection to the Settlement do not need to appear at the Settlement Hearing or take any other action. If you do not take steps to appear in these actions and object to the proposed settlement, you will be bound by the final judgment of the Court and will forever be barred from raising an objection to such settlement in this or any other action or proceeding, and from pursuing any of the released claims.

EXHIBIT F

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“Agreement” or “Escrow Agreement”) is entered into by and among Catafago Fini LLP (“Escrow Agent” or “Catafago Fini”), Berkley Insurance Company (“Berkley”), and The Brown Law Firm, P.C. (“Brown”) (collectively the “Parties”) on November 15, 2017.

WHEREAS

The Parties hereto desire for Catafago Fini to hold funds in its IOLTA escrow account into which Berkley will deposit funds in accordance with the terms of this Agreement, as contemplated by a Stipulation and Agreement of Compromise, Settlement and Release dated November 15, 2017 (the “Settlement Agreement”) filed in the action pending in the United States District Court for the Southern District of New York before Judge Sweet (the “Court”) captioned *Scott v. Wei, et al.*, 15-cv-9691-RWS (the “Litigation”);

NOW, THEREFORE, in consideration of the premises herein, the Parties hereto agree as follows:

1. Escrow Account. Escrow Agent has an IOLTA escrow account (the account information and number of which is Catafago Fini LLP, c/o Bank of America (“Bank”), 358 5th Avenue, New York, NY 10001, Account # 483056068817, Routing # 026009593) (the “Escrow Account”). Berkley shall pay the sum of Seventy-Five Thousand Dollars (\$75,000) (“Escrowed Funds”) into the Escrow Account in accordance with the terms of this Agreement and the Settlement Agreement.

(a) Berkley shall pay or cause to be paid the Escrowed Funds into the Escrow Account within thirty (30) business days after entry of the preliminary approval order contemplated by the Settlement Agreement by the Court overseeing the Litigation.

(b) The Escrowed Funds in the Escrow Account shall be utilized only as contemplated by this Agreement.

(c) The Escrowed Funds comprising the Escrow Account shall be held subject to the terms of this Agreement in the Escrow Account.

(d) Within thirty-two business days after entry of the preliminary approval order contemplated by the Settlement Agreement by the Court overseeing the Litigation, the Escrow Agent shall provide Brown written confirmation of the Escrowed Funds having been deposited into the Escrow Account and a true and correct copy of a screenshot of the Escrow Account on the website of the Bank that shows proof of receipt by the Escrow Account, and shall hold and disburse such Escrowed Funds as set forth in this Agreement.

(e) The Escrow Agent shall provide to Brown true and correct copies of all Bank statements of the Escrow Account that pertain to any period of time that includes the period that begins on the date that the Escrowed Funds are paid to the Escrow Account by Berkley and that continues until the date that this Agreement is terminated in addition to proof that the Escrowed Funds are being held in the Escrow Account or that the Escrowed Funds were disbursed by the

Escrow Agent within five business days of Brown's demand upon the Escrow Agent, via email to Tom@catafagofini.com, for the same.

2. Disbursements From Escrow Account.

(a) The Escrow Agent shall disburse via ACH transfer or wire to Brown from the Escrow Account the total amount of attorneys' fees and expenses awarded to Brown by the Court overseeing the Litigation that do not exceed \$75,000 (the "Award"). The Escrow Agent shall disburse the total amount of attorneys' fees and expenses awarded to Brown by the Court within 30 days of the later of the date of the Final Court Approval, whereby the term "Final Court Approval" shall have the meaning set forth in the Settlement Agreement, and the date of receipt by the Escrow Agent, via email to Tom@catafagofini.com, from Brown of all necessary payment instructions, including bank account number, name of bank, bank address, a Sort Code or ABA Routing Number, and ACH or wire transfer instructions and an executed Form W-9.

(b) Should the Award equate to a sum less than \$75,000, the Escrow Agent will also disburse the difference between \$75,000 and the Award to Berkley. Should the Award equate to \$0, or should the Court order that there is no Award, the Escrow Agent shall disburse \$75,000 to Berkley. The Escrow Agent will make any such disbursement within the later of (i) thirty (30) days of the entry of the order setting forth the Award, or entry of a final, non-appealable judgment in the Litigation that provides for no such Award, and (ii) thirty (30) days after Berkley provides the Escrow Agent with all necessary payment details to accomplish payment to Berkley, including bank account number, name of bank, bank address, a Sort Code or ABA Routing Number, and ACH transfer instructions.

3. Jurisdiction of the Court. The Parties submit to the jurisdiction of the Court and agree that any and all disputes pertaining to this Escrow Agreement shall be resolved by the Court in conjunction with the enforcement of the Settlement Agreement. The Escrowed Funds are subject to the jurisdiction of the Court.

4. Additional Rights and Duties of the Escrow Agent.

(a) The Escrow Agent may rely or act upon orders or directions signed by or on behalf of both Berkley and Brown, or bearing a signature or signatures reasonably believed by the Escrow Agent to be genuine, including if the Escrow Agent in good faith believes that a notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document from Berkley and Brown which the Escrow Agent in good faith believes to be genuine and what it purports to be.

(b) In the event of any disagreement between any of the Parties about how this Escrow Agreement requires the Escrowed Funds to be held or disbursed, where such disagreement is not about any matters clearly governed by paragraphs 1, 2, and/or 3 above, and if in that event the Escrow Agent in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands to disburse any Escrowed Funds until the Court enters an order to resolve said disagreement, and so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any Party for its failure or refusal to act, and

the Escrow Agent shall be entitled to continue to refrain from acting until (i) the rights of the Parties shall have been fully and finally adjudicated by the Court, or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all of the Parties, and the Escrow Agent shall have been notified thereof in writing signed by all the Parties. The rights of the Escrow Agent under this sub-paragraph are cumulative of all other rights which it may have by law or otherwise. Upon the execution of this Agreement, the Escrow Agent shall provide to Brown an executed confession of judgment in the amount of \$75,000 by Tom M. Fini of Catafago Fini to The Brown Law Firm, P.C. (“Confession of Judgment”), which shall not be used by Brown unless the Escrow Agent defaults under this Agreement. In the event that the Escrow Agent defaults under this Agreement, the Escrow Agent agrees that Brown shall have a judgment in the amount of \$75,000 against Tom Fini, which, upon Brown’s application, shall be entered against Tom Fini by the Court, or, if Brown so chooses, by any court of competent jurisdiction. Upon completion of the Escrow Agent’s obligations under this Agreement, the Confession of Judgment shall be null and void, and the original Confession of Judgment must be returned to Tom M. Fini within 5 days of completion of the Escrow Agent’s duties under this Agreement.

5. Termination of Escrow Account. The Escrow Account shall terminate without further action of the Parties upon the payment of the Escrowed Funds in accordance with its terms.

6. Notices. Any notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party specified, transmitted by electronic mail (email) using the following address, or when placed in the United States mail, registered or certified, with return receipt requested, postage prepaid and addressed as follows:

- (a) if to Escrow Agent: Tom M. Fini, Esq.
Catafago Fini LLP
350 Fifth Avenue, Suite 7710
New York, NY 10118
tom@catafagofini.com

- (b) if to Berkley: Daniel J. Standish, Esq.
Wiley Rein LLP
1776 K St NW
Washington DC, 20006
dstandish@wileyrein.com

- (c) if to Brown: Timothy W. Brown, Esq.
The Brown Law Firm P.C.
240 Townsend Square
Oyster Bay, NY 11771
tbrown@thebrownlawfirm.net

or to such other address as may be specified by any Party in a written notice to the other Parties.

7. Governing Law. This Agreement is being made in and is intended to be construed according to the laws of the State of New York, exclusive of its choice of law principles.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Copies of all or part of this Agreement, including signatures thereto, that are transmitted by facsimile or electronic mail, shall be presumed valid. Facsimile, electronic or PDF transmitted signatures shall be deemed to have the full force and effect of original ink signatures.

9. Miscellaneous.

(a) The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the Parties hereto.

(b) If any provision of this Agreement shall be held or deemed to be or shall in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

(c) All representations, covenants, and indemnifications contained in this Agreement shall survive the termination of this Escrow Agreement.

(d) This Agreement shall inure to and be binding upon the Parties and their respective successors, heirs and assigns.

(e) All titles and headings in this Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized officers all as of the date on which this Agreement has been finally executed by all Parties.

CATAFAGO FINI LLP

Tom M. Fini

By: Tom M. Fini

Title: PARTNER / MEMBER

TOM FINI, ESQ.

Tom M. Fini

BERKLEY INSURANCE COMPANY

Michelle Klein

By: Michelle Klein

Title: SVP - Chief Claims Officer

THE BROWN LAW FIRM, P.C.

Timothy W. Brown

By: Timothy W. Brown

Title: Managing Attorney