

EXHIBIT D

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. :

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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 28, 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 28, 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 February 14, 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 February 14, 2018. Counsel's addresses are:

Timothy W. Brown, Esq.
The Brown Law Firm, P.C.
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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.