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

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**FORM 8-K**

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

**Date of Report (Date of Earliest Event Reported): February 27, 2018**

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**COGINT, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-37893**  
(Commission  
File Number)

**77-0688094**  
(I.R.S. Employer  
Identification No.)

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

**33431**  
(Zip Code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

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**Item 1.01 Entry into a Material Definitive Agreement.**

On February 27, 2018, Cogint, Inc. (the “Company”) entered into a Separation and Distribution Agreement (the “Separation Agreement”) with its wholly-owned subsidiary, Red Violet, Inc. (“Red Violet”) as well as other related agreements (as further described below) governing the proposed separation of the Company’s risk management business from its digital marketing business.

Under the terms of the Separation Agreement the Company will contribute its risk management operations and assets to Red Violet. The shares of Red Violet will then be distributed as a stock dividend (the “Spin-off”) to the Company’s stockholders of record as of a record date (the “Record Date”) to be determined by the Company. Holders of restricted stock units and other awards under the Company’s equity plans will participate in the Spin-off as Company stockholders in accordance with the Employee Matters Agreement (as described below) and the terms of such securities, and holders of certain Company warrants will participate in the Spin-off in accordance with the terms of their Company warrants.

The Spin-off is also governed by an Amended and Restated Tax Matter Agreement (the “Tax Matters Agreement”), an Employee Matters Agreement and a Transition Services Agreement, each dated as of February 27, 2018, and each between the Company and Red Violet (collectively with the Separation Agreement, the “Spin-off Documents”). Pursuant to the Separation Agreement, Red Violet may request as working capital up to \$20 million dollars at the time of the Spin-off.

The Separation Agreement incorporates a step plan, which provides for the transfer of entities, assets and liabilities at the effective time of the Separation on the Spin-off Date, pursuant to which (i) the Company will contribute to Red Violet all of the outstanding equity interests of the entities that will become Red Violet subsidiaries (the “Red Violet Subsidiaries”), (ii) the Company will contribute to Red Violet the “Contributed Cash,” as such term is defined in the Separation Agreement, which includes up to \$20.0 million in cash held by the Company that will be contributed to Red Violet before the Spin-off, (iii) the Company will transfer certain assets to Red Violet and Red Violet will assume certain liabilities of the Company relating to the risk management business described below, and (iv) all necessary actions will be taken to file with the Secretary of State of the State of Delaware the Amended and Restated Certificate of Incorporation of Red Violet, and all necessary actions will be taken to adopt the Amended and Restated Bylaws of Red Violet.

For a period of three (3) years from the date of the Spin-off, neither the Company nor Red Violet will solicit the other’s employees, subject to certain exceptions.

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

Red Violet and its subsidiaries will indemnify the Company and its representatives, on a joint and several basis, with respect to all liabilities arising from, the risk management business, any asset or liability allocated to Red Violet and the Red Violet Subsidiaries, any breach by Red Violet or the Red Violet Subsidiaries under the Spin-off Documents, and the enforcement of any such right to indemnification. The Company and its subsidiaries will indemnify Red Violet and its subsidiaries, on a joint and several basis, with respect to all liability arising out of the digital marketing business, any assets or liabilities allocated to the digital marketing business, any breach under the Spin-off Documents, and the enforcement of any such right to indemnification. Each party’s indemnification payments are net of certain insurance proceeds and other amounts.

**Conditions to the Spin-off**

The obligation of the Company to complete the Spin-off is conditioned upon the fulfillment at or prior to the Spin-off of the following conditions:

- the registration statement for Red Violet having been declared effective by the Securities and Exchange Commission and not being subject to further comment, stop order or proceeding, and the information statement having been mailed to all holders of shares of the Company common stock as of the Record Date;
- the shares of Common Stock of Red Violet having been accepted for listing on a national stock exchange;
- the absence of any injunction or adoption of any law preventing the completion of the Spin-off;

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- the Company and Red Violet having prepared and mailed such information concerning Red Violet and the Red Violet Subsidiaries and each of their respective business, operations and management, the Spin-off and such other matters as the Company shall reasonably determine and as may be required by law; and
  - the Company and Red Violet having received any necessary permits and authorizations under the securities or “blue sky” laws of the United States and comparable laws of any other applicable jurisdiction and all such permits and authorizations being in effect.

#### Termination

The Separation Agreement will terminate without further action at any time upon the mutual written agreement of the parties. In the event of such a termination, neither party will have any further liability to the other party.

The description of the Separation and Distribution Agreement contained in this Form 8-K does not purport to be complete and is qualified in its entirety by reference to the Separation and Distribution Agreement, which is filed as Exhibit 10.1 to this Form 8-K and is incorporated herein by reference.

#### *Amended and Restated Tax Matters Agreement*

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

The Tax Matters Agreement allocates responsibility for the preparation and filing of certain tax returns (and the payment of taxes reflected thereon), including the Company’s consolidated federal income tax return, tax returns associated with both the digital marketing business and the risk management business, and tax returns associated with either the digital marketing business or the risk management business, and provides for certain reimbursements by the parties.

Upon the Spin-Off, the Company will generally be liable for its own taxes and taxes of all of its subsidiaries (other than Red Violet and the Red Violet Subsidiaries, the taxes for which Red Violet shall be liable) for all tax periods (or portion thereof) ending on the date of the Separation. Red Violet, however, will be responsible for its taxes and for taxes of the Red Violet Subsidiaries, for taxes attributable to the risk management business, and for taxes of the Company arising as a result of the Spin-off and certain related transactions (including any taxes resulting from an election under section 336(e) of the Internal Revenue Code of 1986, as amended in connection with the Spin-off) (taking into account the availability of net operating losses to offset taxable income from the Spin-off and such related transactions). Red Violet will bear liability for any transfer taxes incurred in the Spin-off and certain related transactions.

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

The description of the Amended and Restated Tax Matters Agreement contained in this Form 8-K does not purport to be complete and is qualified in its entirety by reference to the Amended and Restated Tax Matters Agreement, which is filed as Exhibit 10.2 to this Form 8-K and is incorporated herein by reference.

#### *Employee Matters Agreement*

The Employee Matters Agreement generally sets out the respective rights, responsibilities, and obligations of the Company and Red Violet with respect to the transfer of certain employees engaged in the risk management business and related matters including benefit plans, terms of employment, equity awards, retirement plans and other employment-related matters.

Upon the Spin-off, Red Violet will assume or retain responsibility as employer of certain employees whose duties primarily relate to the risk management business as well as all obligations and liabilities with respect to (i) the employment or retention of Red Violet employees, including liabilities for any employment claims of current or former Red Violet employees, (ii) the Red Violet benefit plans, (iii) all employment related or individual compensatory agreements between any current or former employee of the Company or any of its affiliates that is not exclusively related to the digital marketing business, and (iv) any other liabilities expressly assigned to Red Violet under the Employee Matters Agreement.

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

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

#### *Transition Services Agreement*

The Transition Services Agreement generally sets out the respective rights, responsibilities, and obligations of the Company and Red Violet with respect to the certain support services to be provided by each other to one another after the Spin-off, as may be necessary to ensure the orderly transition under the Separation Agreement.

The Transition Services Agreement establishes a baseline charge for certain categories or components of services to be provided. Any services provided beyond the services covered will be billed at a negotiated rate, which will not be less favorable than the rate the Company or Red Violet would have received for such service from a third party.

The Transition Services Agreement will be effective upon the Spin-off and will continue for a minimum term of one year, provided that the Company or Red Violet may terminate the Transition Services Agreement with respect to any or all services provided thereunder at any time upon thirty (30) days prior written notice to the other party. Additionally, either party may renew or extend the term of the Transition Services Agreement with respect to the provision of any service which have not been previously terminated.

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

#### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

The following exhibits are furnished as part of this report:

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	<a href="#"><u>Separation and Distribution Agreement dated February 27, 2018, by and among Cogint, Inc. and Red Violet, Inc.</u></a>
10.2	<a href="#"><u>Amended and Restated Tax Matters Agreement dated February 27, 2018, by and among Cogint, Inc. and Red Violet, Inc.</u></a>
10.3	<a href="#"><u>Employee Matters Agreement dated February 27, 2018, by and among Cogint, Inc. and Red Violet, Inc.</u></a>
10.4	<a href="#"><u>Transition Services Agreement dated February 27, 2018, by and among Cogint, Inc. and Red Violet, Inc.</u></a>

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**SIGNATURES**

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

**Cogint, Inc.**

February 28, 2018

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

**SEPARATION AND DISTRIBUTION AGREEMENT**

**by and among**

**COGINT, INC.**

**and**

**RED VIOLET, INC.**

Dated as of February 27, 2018

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## SEPARATION AND DISTRIBUTION AGREEMENT

THIS SEPARATION AND DISTRIBUTION AGREEMENT, dated as of February 27, 2018 (this "Agreement"), is entered into by and among Cogint, Inc., a Delaware corporation ("Cogint"), and Red Violet, Inc., a Delaware corporation and a wholly-owned Subsidiary of Cogint ("SpinCo"). Each of the foregoing parties is referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to such terms in Article I of this Agreement.

### RECITALS

WHEREAS, Cogint, acting through itself and its direct and indirect Subsidiaries, currently conducts the Fluent Business and the IDI Business;

WHEREAS, the board of directors of Cogint ("Cogint Board") has determined that it is appropriate, desirable and in the best interests of Cogint and its stockholders to separate the Fluent Business from the IDI Business;

WHEREAS, in furtherance of the foregoing, on the terms and subject to the conditions contained herein, Cogint shall separate the operations of the IDI Business from the operations of the Fluent Business (the "Internal Reorganization") and consummate the Spin-Off (as hereafter defined), all as more fully described in this Agreement and the agreements and actions contemplated hereby;

WHEREAS, Cogint has caused SpinCo to be formed in order to facilitate the Internal Reorganization and Spin-Off;

WHEREAS, Cogint currently owns all of the issued and outstanding shares of common stock, par value \$0.001 per share, of SpinCo (the "SpinCo Common Stock");

WHEREAS, after the Internal Reorganization, Cogint shall distribute, on a pro rata basis, all of the issued and outstanding shares of SpinCo Common Stock owned by Cogint to the holders of shares of common stock, par value \$0.0005 per share, of Cogint ("Cogint Common Stock") as of the Record Date and holders of other securities of Cogint (the "Spin-Off"), all in accordance with this Agreement; and

WHEREAS, it is appropriate and desirable to set forth the principal corporate actions required to effect the Internal Reorganization and the Spin-Off and to set forth certain other agreements that will, following the Spin-Off, govern certain matters relating to the Internal Reorganization and the Spin-Off and the relationship of Cogint, SpinCo and their respective Affiliates.

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

### ARTICLE I DEFINITIONS

As used herein, the following terms have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition and the definitions of "Cogint Group" and "SpinCo Group", the term "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the

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possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by Contract or otherwise. It is expressly agreed that, from and after the Business Transfer Time and for purposes of this Agreement and the other Ancillary Agreements, no member of the SpinCo Group shall be deemed to be an Affiliate of any member of the Cogint Group, and no member of the Cogint Group shall be deemed to be an Affiliate of any member of the SpinCo Group.

“Agent” means Continental Stock Transfer & Trust Company.

“Ancillary Agreements” means the Employee Matters Agreement, the Tax Matters Agreement, the Transition Services Agreement, and any other instruments, assignments, documents and agreements executed in connection with the implementation of the transactions contemplated by this Agreement, including all annexes, exhibits, schedules, attachments and appendices thereto.

“Assets” means all assets, properties, claims and rights of any kind, nature and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, and wherever situated and whether or not recorded or reflected, or required to be recorded or reflected, on the books of any Person.

“Business Day” means each day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Cogint Assets” means:

(a) all interests of Fluent and its Subsidiaries;

(b) (i) all Assets reflected as assets of Cogint and the other Cogint Entities on the Cogint Balance Sheet and (ii) any Assets acquired by or for Cogint or any other Cogint Entity subsequent to the date of the Cogint Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the Cogint Balance Sheet if prepared on a consistent basis, after taking into account any dispositions of any such Assets subsequent to the date of the Cogint Balance Sheet; and

(c) all other Assets owned or held immediately prior to the Spin-Off (after giving effect to the Internal Reorganization) by Cogint or any of its Subsidiaries (excluding, for the avoidance of doubt, SpinCo and its Subsidiaries).

For the avoidance of doubt, the Cogint Assets shall include all assets of or relating to any Cogint Benefit Plan, except to the extent expressly transferred under the Employee Matters Agreement (including to the SpinCo Entities), but shall not include the SpinCo Assets or any items expressly governed by the Tax Matters Agreement.

“Cogint Balance Sheet” means the pro forma consolidated balance sheet of Cogint, including the notes thereto, set forth in Schedule 1.1 hereof, which has been prepared as of the same date as the SpinCo Balance Sheet, that gives effect to the Internal Reorganization and the Spin-Off.

“Cogint Benefit Plan” has the meaning set forth in the Employee Matters Agreement.

“Cogint Entities” means the members of the Cogint Group.

“Cogint Group” means Cogint and each of its Subsidiaries, but excluding any member of the SpinCo Group.

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“Cogint Indemnites” means each Cogint Entity, its Affiliates, and all Persons who are or have been stockholders, directors, partners, managers, managing members, officers, agents or employees of a Cogint Entity or any of its Affiliates (in each case, in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns.

“Cogint Liabilities” means the Liabilities of the Cogint Group, including (a) all Liabilities primarily arising from or primarily related to the Fluent Business, (b) all Liabilities reflected as Liabilities of Cogint and the other Cogint Entities on the Cogint Balance Sheet and any Liabilities of Cogint or any other Cogint Entity accrued subsequent to the date of the Cogint Balance Sheet that, had they accrued on or before such date and been outstanding as of such date, would have been reflected on the Cogint Balance Sheet if prepared on a consistent basis, after taking into account the satisfaction of any such Liabilities subsequent to the date of the Cogint Balance Sheet, (c) all Liabilities related to any Transaction Litigation, including with respect to directors and officers of Cogint related thereto and (d) all Liabilities of Cogint and its Subsidiaries arising from or relating to the businesses and operations (whether or not such businesses or operations are or have been terminated, divested or discontinued) conducted prior to the Business Transfer Time by Cogint and its Subsidiaries (other than any SpinCo Assumed Liabilities); provided, that “Cogint Liabilities” shall not include (x) Taxes, which shall be governed by the Tax Matters Agreement or (y) any SpinCo Liabilities.

“Cogint Tech” means Cogint Technologies, LLC, a Delaware limited liability company.

“Company Restricted Stock Unit” means any restricted stock units outstanding under (a) the Cogint, Inc. (f/k/a Tiger Media, Inc. f/k/a Search Media Holdings Limited) Amended and Restated 2008 Share Incentive Plan, as amended, (b) the Cogint, Inc. (f/k/a IDI, Inc.) 2015 Stock Incentive Plan, as amended, or (c) any other plan or agreement.

“Company Warrant” means any outstanding warrant to purchase shares of Cogint Common Stock.

“Consent” means any consent, approval, order or authorization of, filing or registration with, or notification to, any Person.

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

“Derivative Securities” means any options, warrants or other rights or binding arrangements or commitments to acquire from Cogint, or that obligate Cogint to issue, any Cogint Common Stock, or any securities convertible into or exchangeable for shares of Cogint Common Stock.

“Employee Matters Agreement” means the Employee Matters Agreement dated as of the date hereof, by and between Cogint and SpinCo.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fluent” means Fluent LLC, a Delaware limited liability company

“Fluent Business” means the business of providing digital advertising and marketing services and solutions on behalf of advertisers, publishers, and advertising agencies, as conducted by Fluent and its Subsidiaries, whether before, at, or after the Business Transfer Time, in each case, other than the IDI Business.

“GAAP” means generally accepted accounting principles in the United States, applied on a consistent basis.

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“Governmental Authority” means any government, governmental or quasi-governmental authority, or any regulatory entity or body, department, commission, board, agency, instrumentality, taxing authority, political subdivision, bureau, and any court, tribunal, or judicial body, in each case whether supranational, national, federal, state, municipal, county or provincial, and whether local or foreign.

“Group” means the Cogint Group or the SpinCo Group, as the context requires.

“Group Entities” means the members of the Cogint Group or the SpinCo Group, as the context requires.

“IDI Business” means (a) the risk management business of the SpinCo Group (b) any other business conducted by any member of the SpinCo Group and (c) any other business conducted primarily through the use of SpinCo Assets, whether before, at or after the Business Transfer Time.

“IDI Holdings” means IDI Holdings, LLC, a Delaware limited liability company.

“IDI Verified” means IDI Verified, LLC, a Delaware limited liability company.

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

“Information” means information, including books and records, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

“Insurance Proceeds” means those monies: (a) received by an insured from any insurance carrier or program; (b) paid by any insurance carrier on behalf of an insured or program; or (c) received (including by way of set-off) from any third party in the nature of insurance, contribution or indemnification in respect of any Liability, in each case, net of any deductible or retention amount or any other third-party costs or expenses incurred by the Indemnitor in obtaining such recovery, including any increased insurance premiums.

“Interactive Data” means Interactive Data, LLC, a Delaware limited liability company.

“Intercompany Agreements” means Contracts between or among any SpinCo Entity, on the one hand, and any Cogint Entity, on the other hand.

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

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

“Liabilities” means any and all debts, obligations and other liabilities, including all contractual obligations, whether absolute or contingent, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any pending, threatened or contemplated Legal Proceeding (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys’ fees and any and all costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any such pending, threatened or contemplated Legal Proceeding), any Law, order or consent decree of any Governmental Authority or any award of any arbitrator of any kind, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person.

“National Securities Exchange” means a securities exchange that has registered with the SEC under Section 6 of the Exchange Act, including the NASDAQ Capital Market.

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

“Record Date” means the close of business on the date to be determined by the Cogint Board as the record date for determining stockholders of Cogint entitled to receive shares of SpinCo Common Stock in the Spin-Off.

“Record Holders” means the holders of Cogint Common Stock on the Record Date.

“SEC” means the United States Securities and Exchange Commission or any successor thereto.

“Securities Act” means the Securities Act of 1933, as amended.

“Spin-Off Date” means the date on which the Spin-Off to Cogint’s stockholders is effective pursuant to the terms of this Agreement, as determined by the Cogint Board.

“SpinCo Assets” means:

- (a) the SpinCo Transferred Assets;
- (b) all interests of the SpinCo Subsidiaries immediately prior to the Spin-Off (after giving effect to the Internal Reorganization);
- (c) (i) all Assets reflected as assets of SpinCo and the other SpinCo Entities on the SpinCo Balance Sheet and (ii) any Assets acquired by or for SpinCo or any other SpinCo Entity subsequent to the date of the SpinCo Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the SpinCo Balance Sheet if prepared on a consistent basis, after taking into account any dispositions of any such Assets subsequent to the date of the SpinCo Balance Sheet; and
- (d) all other Assets not expressly covered in clauses (a) through (c) of this definition of “SpinCo Assets” that are owned, in whole or in part, by any SpinCo Entity immediately prior to the Spin-Off (after giving effect to the Internal Reorganization) other than any Cogint Assets.

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For the avoidance of doubt, the SpinCo Assets shall not include the Cogint Assets or any items expressly governed by the Tax Matters Agreement.

“SpinCo Assumed Liabilities” means the Liabilities listed in Schedule 1.2 and the Liabilities expressly assumed by or assigned to a member of the SpinCo Group under the Employee Matters Agreement.

“SpinCo Balance Sheet” means the pro forma consolidated balance sheet of SpinCo, including the notes thereto, set forth in Schedule 1.3 hereof, which has been prepared as of the same date as the Cogint Balance Sheet, that give effect to the Internal Reorganization and the Spin-Off, and prepared on a consistent basis with, the Cogint Balance Sheet.

“SpinCo Entities” means the members of the SpinCo Group.

“SpinCo Group” means SpinCo and the SpinCo Subsidiaries.

“SpinCo Indemnitees” means each SpinCo Entity, its Affiliates, and all Persons who are or have been stockholders, directors, partners, managers, managing members, officers, agents or employees of a SpinCo Entity or any of its Affiliates (in each case, in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns.

“SpinCo Liabilities” means the Liabilities of the SpinCo Group, including (a) all Liabilities primarily arising from or primarily relating to the IDI Business, (b) all Liabilities reflected as Liabilities of the SpinCo Entities on the SpinCo Balance Sheet and any Liabilities of any SpinCo Entity accrued subsequent to the date of the SpinCo Balance Sheet that, had they accrued on or before such date and been outstanding as of such date, would have been reflected on the SpinCo Balance Sheet if prepared on a consistent basis, after taking into account the satisfaction of any such Liabilities subsequent to the date of the SpinCo Balance Sheet, and (c) the SpinCo Assumed Liabilities; provided, that “SpinCo Liabilities” shall not include Taxes, which shall be governed by the Tax Matters Agreement.

“SpinCo Subsidiaries” means all direct and indirect Subsidiaries of SpinCo, after giving effect to the Internal Reorganization, which shall include IDI Holdings, Cogint Tech, IDI Verified, Interactive Data, Red Violet Blockchain and Analytical Solutions, LLC, and Forewar, LLC.

“SpinCo Transferred Assets” means the Assets listed in Schedule 1.4 and any Asset transferred to any member of the SpinCo Group by the Cogint Group under the Employee Matters Agreement.

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

“Tax” or “Taxes” has the meaning set forth in the Tax Matters Agreement.

“Tax Matters Agreement” means the Amended and Restated Tax Matters Agreement dated as of the date hereof by and between Cogint and SpinCo.

“Tax Return” has the meaning set forth in the Tax Matters Agreement.

“Transaction Litigation” means any Legal Proceeding commenced or threatened against Cogint or any of its Subsidiaries or Affiliates, or otherwise relating to, involving or affecting Cogint or any of its Subsidiaries or Affiliates, in each case in connection with, arising from or otherwise relating to (i) the Business Combination Agreement, dated as of September 6, 2017, by and between BlueFocus International Limited and Cogint, (ii) the Spin-Off or (iii) any other transaction contemplated by this Agreement or the Ancillary Agreements, including any Legal Proceeding alleging or asserting any misrepresentation or omission in the SpinCo Registration Statement (including the Information Statement forming a part thereof).

“Transition Services Agreement” means the Transition Services Agreement dated as of the date hereof by and between Cogint and SpinCo.

#### **TERMS DEFINED IN THIS AGREEMENT**

Agreement	Preamble
Business Transfer Time	Section 3.1
CFO Certificate	Section 2.1(f)
Charter Amendment	Schedule 2.1(a)
Cogint	Preamble
Cogint Board	Recitals
Cogint Common Stock	Recitals
Cogint Confidential Information	Section 6.10(b)
Cogint Group Employees	Section 6.11(a)
Cogint Released Persons	Section 5.1(a)
Contributed Cash	Section 2.1(f)
D&O Insurance	Section 6.12(c)
Guarantee	Section 4.6(a)
Indemnified Persons	Section 6.12(a)
Indemnitee	Section 5.4(a)
Indemnitor	Section 5.4(a)
Indemnity Payment	Section 5.4(a)
Internal Reorganization	Recitals
Management Employment Agreements	Schedule 1.4
Omitted Services	Section 4.3(b)
Pre-Spin-Off Insurance Claims	Section 6.9(b)
Pre-Spin-Off Insurance Policies	Section 6.9(a)
Representatives	Section 6.10(a)
Service Provider	Section 4.3(b)
Service Recipient	Section 4.3(b)
Shared Data	Section 4.8
Spin-Off	Recitals
Spin-Off Ratio	Section 4.2(a)
SpinCo	Preamble
SpinCo Common Stock	Recitals
SpinCo Confidential Information	Section 6.10(a)
SpinCo Group Employees	Section 6.11(b)
SpinCo Registration Statement	Section 4.3(a)
SpinCo Released Persons	Section 5.1(b)
Step Plan	Section 2.1(a)
Third-Party Claim	Section 5.5(a)
Third-Party Proceeds	Section 5.4(a)

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**ARTICLE II**  
**THE INTERNAL REORGANIZATION**

Section 2.1 Internal Reorganization. Except as provided in Section 2.2(b) and subject to the terms and conditions of this Agreement and effective as of the Business Transfer Time, to the extent not previously effected:

(a) the Parties shall cause the Internal Reorganization to be completed, subject to Section 2.2(b), in all respects in accordance with the plan and structure set forth on Schedule 2.1(a) (such plan and structure, the “Step Plan”);

(b) the Parties shall execute and deliver, or cause the execution and delivery of, such bills of sale, quitclaim deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment and take such other corporate actions as are necessary to transfer to the SpinCo Group all of the right, title and interest to all SpinCo Assets and take all actions necessary to cause the SpinCo Group to assume all of the SpinCo Assumed Liabilities, in each case, in form and substance reasonably acceptable to each Party;

(c) the Parties shall execute and deliver, or cause the execution and delivery of, such bills of sale, quitclaim deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment and take such other corporate actions as are necessary to transfer to the Cogint Group all of the right, title and interest to all Cogint Assets, in each case, in form and substance reasonably acceptable to each Party;

(d) in the event that at any time or from time to time (whether prior to, at or after the Business Transfer Time), any member of the Cogint Group or the SpinCo Group, respectively, is the owner of, receives or otherwise comes to possess any SpinCo Asset or Cogint Asset, as the case may be, or any SpinCo Assumed Liability that is allocated to a member of the other Group pursuant to this Agreement or any Ancillary Agreement, the applicable Person shall promptly transfer, or cause to be transferred, such SpinCo Asset, Cogint Asset, or SpinCo Assumed Liability to the Person so entitled thereto or responsible therefor, and such Person shall assume the same, as applicable. Prior to any such transfer, such SpinCo Asset, Cogint Asset, or SpinCo Assumed Liability shall be held in accordance with Section 2.2(b);

(e) no later than 7:00 pm Eastern Time on the Business Day immediately prior to the Business Transfer Time, SpinCo shall deliver to Cogint, a certificate of the Chief Financial Officer of SpinCo (the “CFO Certificate”) setting forth the amount of cash up to \$20 million to be contributed to SpinCo in accordance with the Internal Reorganization (the “Contributed Cash”);

(f) SpinCo hereby waives compliance by each and every member of the Cogint Group with the requirements and provisions of any “bulk-sale” or “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the SpinCo Assets to any member of the SpinCo Group; and

(g) Cogint hereby waives compliance by each and every member of the SpinCo Group with the requirements and provisions of any “bulk-sale” or “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Cogint Assets to any member of the Cogint Group.

Section 2.2 Consents.

(a) To the extent that the consummation of the Internal Reorganization or the Spin-Off requires any Consents from any third parties (including any Governmental Authorities), each Party shall use its reasonable best efforts to obtain promptly such Consents; provided, that with respect to Consents from third parties (other



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than Governmental Authorities) required under existing Contracts, such efforts shall not include any requirement or obligation to make any payment to any such third party or assume any Liability not otherwise required to be paid or assumed by the applicable Party pursuant to the terms of an existing Contract or offer or grant any financial accommodation or other benefit to such third party not otherwise required to be made by the applicable Party pursuant to the terms of an existing Contract. The obligations set forth in this Section 2.2(a) shall terminate on the one (1)-year anniversary of the Spin-Off Date. Notwithstanding anything in this Section 2.2(a) to the contrary, nothing in this Agreement or any other Ancillary Agreement shall be construed as an attempt or agreement to transfer any SpinCo Asset, including any Contract, permit or other right, if an attempted transfer thereof, without the Consent of a third party (including any Governmental Authority), would constitute a breach or other contravention under any agreement to which any Cogint Entity or any SpinCo Entity is a party or any Law or by which any Cogint Entity or any SpinCo Entity is bound, or would in any way adversely affect the rights, upon transfer or otherwise, of any SpinCo Entity under such SpinCo Asset.

(b) If the transfer or assumption (as applicable) of any SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset intended to be transferred or assumed (as applicable) is not consummated prior to or at the Business Transfer Time, whether as a result of the provisions of Section 2.2(a) or for any other reason (including any misallocated transfers subject to Section 2.1(d)), then, the Spin-Off shall, subject to the satisfaction of the conditions set forth in Article IV, nevertheless take place on the terms set forth herein, and, insofar as reasonably practicable and to the extent permitted by applicable Law, the Person retaining such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, (i) shall thereafter hold such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, in trust for the use and benefit and/or burden of the Person entitled thereto (and at such Person's sole expense) until the consummation of the transfer or assumption (as applicable) thereof (or as otherwise determined by Cogint and SpinCo, as applicable, in accordance with Section 2.2(a)); and (ii) use reasonable best efforts to take such other actions as may be reasonably requested by the Person to whom such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset is to be transferred or assumed (as applicable) (at the expense of the Person to whom such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset is to be transferred or assumed (as applicable)) in order to place such Person in substantially the same position as if such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, had been transferred or assumed (as applicable) as contemplated hereby and so that all the benefits and/or burdens relating to such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, including possession, use, risk of loss, potential for gain, any Tax liabilities in respect thereof and dominion, control and command over such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, are to inure from and after the Business Transfer Time to the Person to whom such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset is to be transferred or assumed (as applicable). Any Person retaining any SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset due to the deferral of the transfer or assumption (as applicable) of such SpinCo Asset, SpinCo Assumed Liability, or Cogint Asset, as the case may be, shall not be required, in connection with the foregoing, to make any payments, assume any Liability, or offer or grant any accommodation or other benefit (financial or otherwise) to any third party, except to the extent that the Person entitled to the SpinCo Asset or Cogint Asset, or responsible for the SpinCo Assumed Liability, agrees to reimburse and make whole the Person retaining a SpinCo Asset or Cogint Asset, or a SpinCo Assumed Liability, as applicable, to such Person's reasonable satisfaction, for any payment or other accommodation made by the Person retaining a SpinCo Asset or Cogint Asset, or a SpinCo Assumed Liability, as applicable, at the request of the Person entitled to the SpinCo Asset or Cogint Asset or responsible for the SpinCo Assumed Liability. The obligations set forth in this Section 2.2(b) shall terminate on the one (1)-year anniversary of the Spin-Off Date.

### Section 2.3 Termination of Intercompany Agreements; Settlement of Intercompany Accounts.

(a) Except as set forth in Section 2.3(b) and Section 2.3(c), SpinCo, on behalf of itself and each other member of the SpinCo Group, on the one hand, and Cogint, on behalf of itself and each other member of the Cogint Group, on the other hand, shall terminate, effective as of the Business Transfer Time, any and all Intercompany Agreements. No such terminated Intercompany Agreement (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Business Transfer Time and all

parties shall be released from all Liabilities thereunder. Each Party shall, at the reasonable request of any other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing. The Parties, on behalf of the members of their respective Groups, hereby waive any advance notice provision or other termination requirements with respect to such Intercompany Agreements.

(b) The provisions of Section 2.3(a) shall not apply to any of the following Intercompany Agreements (or to any of the provisions thereof):

(i) this Agreement and the Ancillary Agreements (and each other Contract expressly contemplated by this Agreement or any Ancillary Agreement to be entered into or continued by any of the Parties or any of the members of their respective Groups);

(ii) any Contracts to which any Person other than the Parties and their respective Affiliates is a party; and

(iii) any noncompetition, nonsolicitation, confidentiality or non-disclosure agreements among any Cogint Entity, any SpinCo Entity and any of their respective employees, including any obligation not to disclose proprietary or privileged information.

(c) Settlement of Intercompany Accounts. Other than Liabilities for payment and/or reimbursement for costs and other fees and charges relating to goods or services provided by any Cogint Entity to any SpinCo Entity, or vice versa, prior to the Business Transfer Time in the ordinary course of business, including under the Intercompany Agreements described in Section 2.3(b) and except as otherwise expressly provided in this Agreement or any Ancillary Agreement, all intercompany receivables, payables, loans and other accounts between any Cogint Entity, on the one hand, and any SpinCo Entity, on the other hand, in existence as of immediately prior to the Business Transfer Time and after giving effect to the Internal Reorganization shall be extinguished by the applicable Cogint Entities and the applicable SpinCo Entities no later than the Business Transfer Time by (i) cancellation, forgiveness or release by the applicable obligor or (ii) one or a related series of payments, settlements, netting, distributions of and/or contributions to capital, in each case, as determined by Cogint and such that the SpinCo Entities, on the one hand, and the Cogint Entities, on the other hand, do not have any further Liability to one another in respect of such intercompany receivables, payables, loans and other accounts.

#### Section 2.4 No Representations and Warranties.

(a) EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN ANY ANCILLARY AGREEMENT, SPINCO (ON BEHALF OF ITSELF AND MEMBERS OF THE SPINCO GROUP) ACKNOWLEDGES THAT NEITHER COGINT NOR ANY MEMBER OF THE COGINT GROUP MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE CONDITION OR THE VALUE OF ANY SPINCO ASSET, THE IDI BUSINESS OR THE AMOUNT OF ANY SPINCO LIABILITY; (B) THE FREEDOM FROM ANY LIEN ON ANY SPINCO ASSET; (C) THE ABSENCE OF DEFENSES OR FREEDOM FROM COUNTERCLAIMS WITH RESPECT TO ANY CLAIM TO BE TRANSFERRED TO OR ASSUMED BY SPINCO OR HELD BY A MEMBER OF THE SPINCO GROUP; OR (D) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN ANY ANCILLARY AGREEMENT, SPINCO (ON BEHALF OF ITSELF AND MEMBERS OF THE SPINCO GROUP) FURTHER ACKNOWLEDGES THAT ALL OTHER WARRANTIES THAT COGINT OR ANY MEMBER OF THE COGINT GROUP GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN ANY ANCILLARY AGREEMENT, ALL ASSETS, BUSINESSES AND LIABILITIES TO BE TRANSFERRED TO OR ASSUMED BY SPINCO SHALL BE TRANSFERRED WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY (WHETHER EXPRESS OR IMPLIED), AND ALL OF THE ASSETS,

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BUSINESSES AND LIABILITIES HELD BY THE SPINCO ENTITIES ARE HELD, "AS IS, WHERE IS," AND, FROM AND AFTER THE BUSINESS TRANSFER TIME, SPINCO SHALL BEAR THE ECONOMIC AND LEGAL RISK THAT ANY SUCH TRANSFER OR ASSUMPTION SHALL PROVE TO BE INSUFFICIENT TO VEST IN SPINCO GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY LIEN OR ANY NECESSARY CONSENTS THAT ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS ARE NOT COMPLIED WITH (BUT SUBJECT TO COMPLIANCE BY COGINT WITH ITS OBLIGATIONS IN SECTIONS 2.1 AND 2.2). NONE OF THE COGINT ENTITIES OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE IN CONNECTION WITH THE DISTRIBUTION, OR EXECUTION, DELIVERY OR FILING OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(b) EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN ANY ANCILLARY AGREEMENT, COGINT (ON BEHALF OF ITSELF AND MEMBERS OF THE COGINT GROUP) ACKNOWLEDGES THAT NEITHER SPINCO NOR ANY MEMBER OF THE SPINCO GROUP MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE CONDITION OR THE VALUE OF ANY COGINT ASSET, THE FLUENT BUSINESS OR THE AMOUNT OF ANY COGINT LIABILITY; (B) THE FREEDOM FROM ANY LIEN ON ANY COGINT ASSET; (C) THE ABSENCE OF DEFENSES OR FREEDOM FROM COUNTERCLAIMS WITH RESPECT TO ANY CLAIM TO BE TRANSFERRED TO OR ASSUMED BY COGINT OR HELD BY A MEMBER OF THE COGINT GROUP; OR (D) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN ANY ANCILLARY AGREEMENT, COGINT (ON BEHALF OF ITSELF AND MEMBERS OF THE COGINT GROUP) FURTHER ACKNOWLEDGES THAT ALL OTHER WARRANTIES THAT SPINCO OR ANY MEMBER OF THE SPINCO GROUP GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN ANY ANCILLARY AGREEMENT, ALL ASSETS, BUSINESSES AND LIABILITIES TO BE TRANSFERRED TO OR ASSUMED BY ANY COGINT ENTITY SHALL BE TRANSFERRED WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY (WHETHER EXPRESS OR IMPLIED), AND ALL OF THE ASSETS, BUSINESSES AND LIABILITIES HELD BY THE COGINT ENTITIES ARE HELD, "AS IS, WHERE IS," AND, FROM AND AFTER THE BUSINESS TRANSFER TIME, THE COGINT ENTITIES SHALL BEAR THE ECONOMIC AND LEGAL RISK THAT ANY SUCH TRANSFER OR ASSUMPTION SHALL PROVE TO BE INSUFFICIENT TO VEST IN COGINT GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY LIEN OR ANY NECESSARY CONSENTS THAT ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS ARE NOT COMPLIED WITH (BUT SUBJECT TO COMPLIANCE BY SPINCO WITH ITS OBLIGATIONS IN SECTIONS 2.1 AND 2.2). NONE OF THE SPINCO ENTITIES OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE IN CONNECTION WITH THE DISTRIBUTION, OR EXECUTION, DELIVERY OR FILING OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

### **ARTICLE III CLOSING OF THE INTERNAL REORGANIZATION**

Section 3.1 Business Transfer Time. Unless otherwise provided in this Agreement or in any Ancillary Agreement, and subject to the satisfaction or waiver of the conditions set forth in Article IV (other than those conditions that by their terms are to be satisfied at the Business Transfer Time, but subject to the satisfaction or waiver of such conditions), the effective time and date of each transfer or assumption (as applicable) of any SpinCo Asset, Cogint Asset, SpinCo Assumed Liability in accordance with Article II in connection with the

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Internal Reorganization shall be 12:01 a.m. Eastern Time on the Spin-Off Date (such time, the “Business Transfer Time”).

Section 3.2 Business Transfer Time Deliveries.

(a) At the Business Transfer Time, Cogint shall deliver, or shall cause its applicable Subsidiaries to deliver, to SpinCo the following:

(i) in each case where any member of the Cogint Group is a party to any Ancillary Agreement to be entered into at the Business Transfer Time, a counterpart of such Ancillary Agreement duly executed by the member of the Cogint Group party thereto;

(ii) all necessary documents of transfer and assumption described in Section 2.1; and

(iii) resignations of each individual who serves as an officer or director of any member of the SpinCo Group in his or her capacity as such and the resignations of any other Persons who will be an officer or employee of any member of the Cogint Group after the Business Transfer Time and who is a director or officer of any member of the SpinCo Group, to the extent requested by SpinCo at least five (5) Business Days prior to the Spin-Off Date.

(b) At the Business Transfer Time, SpinCo shall deliver, or shall cause its applicable Subsidiaries to deliver, as appropriate, to Cogint the following:

(i) in each case where any member of the SpinCo Group is a party to any Ancillary Agreement to be entered into at the Business Transfer Time, a counterpart of such Ancillary Agreement duly executed by the member of the SpinCo Group party thereto;

(ii) all necessary documents of transfer and assumption described in Section 2.1; and

(iii) resignations of each individual who serves as an officer or director of any member of the Cogint Group in his or her capacity as such and the resignations of any other Persons who will be an officer or employee of any member of the SpinCo Group after the Business Transfer Time and who is a director or officer of any member of the Cogint Group, to the extent requested by Cogint at least five (5) Business Days prior to the Spin-Off Date.

**ARTICLE IV  
THE SPIN-OFF**

Section 4.1 Consummation of Spin-Off. The Cogint Board, in accordance with applicable Law, shall establish (or designate Persons to establish) the Record Date and the Spin-Off Date, and Cogint shall establish appropriate procedures in connection with, and to effectuate in accordance with applicable Law, the Spin-Off in accordance with the terms hereof. All shares of SpinCo Common Stock held by Cogint on the Spin-Off Date shall be distributed in accordance with Section 4.2 and Section 4.5(b) hereof. After the effectiveness of the Charter Amendment but prior to the Spin-Off, SpinCo shall issue a number of additional shares of SpinCo Common Stock to Cogint as may be required to consummate the Spin-Off as contemplated herein.

Section 4.2 Manner of Spin-Off.

(a) Subject to the terms thereof, in accordance with Section 4.5(b), each Record Holder shall be entitled to receive for each share of Cogint Common Stock held by such Record Holder as of the Record Date a number of shares of SpinCo Common Stock equal to (i) the total number of outstanding shares of SpinCo Common Stock held by Cogint as of the Spin-Off Date, divided by (ii) the sum of (A) the total number of shares of Cogint Common Stock outstanding and held by all Record Holders as of the Record Date (excluding any shares of restricted stock of Cogint which, by their terms, do not participate in such distribution), plus (B) the total number of shares of Cogint Common Stock underlying Company Warrants, Company Restricted Stock

Units, and other Derivative Securities which, by their terms (and in accordance with their terms), are entitled to participate in such distribution as of the Spin-Off, in each case, subject to any adjustment thereof in connection with any stock split or reverse stock split, as applicable (the “Spin-Off Ratio”). Cogint shall not distribute any fractional shares of SpinCo Common Stock to the Record Holders. Instead, the Agent shall aggregate fractional shares into whole shares, sell the whole shares in the open market at prevailing market prices and distribute the aggregate net cash proceeds of the sales pro rata to each holder who otherwise would have been entitled to receive a fractional share in the distribution. Recipients of cash in lieu of fractional shares shall not be entitled to any interest on the amounts of payment made in lieu of fractional shares.

(b) All outstanding equity compensation grants of Cogint Common Stock will be treated for purposes of the Spin-Off as set forth in the Employee Matters Agreement. All other Derivative Securities will be treated for purposes of the Spin-Off in accordance with their respective terms.

(c) None of the Parties, nor any of their Affiliates hereto shall be liable to any Person in respect of any shares of SpinCo Common Stock (or dividends or distributions with respect thereto) that are properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

#### Section 4.3 Cooperation and Filings Prepared in Connection with the Spin-Off

(a) SpinCo shall cooperate with Cogint to accomplish the Spin-Off, including in connection with the preparation of all documents and the making of all filings required in connection with the Spin-Off. Cogint shall be permitted to reasonably direct and control the efforts of the Parties in connection with the Spin-Off (including the selection of an investment bank or manager in connection with the Spin-Off, as well as any financial printer, solicitation and/or exchange agent and financial, legal, accounting and other advisors for Cogint), and SpinCo shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all other things reasonably necessary to facilitate the Spin-Off as reasonably directed by Cogint in good faith and in accordance with the applicable terms and subject to the conditions of this Agreement and all Ancillary Agreements, including preparing and filing the registration under the Securities Act or the Exchange Act of SpinCo Common Stock on an appropriate registration form or forms (which may be a Registration Statement on Form 10) to be determined by Cogint (including any amendment or supplement thereto, the “SpinCo Registration Statement”).

(b) During the ninety (90) days after the Spin-Off Date, in the event that either SpinCo or Cogint (a “Service Recipient”) identifies in writing to the other party (the “Service Provider”) any services that were provided by the Service Provider or any of its Subsidiaries in respect of the business of the Service Recipient or any of its Subsidiaries prior to the Spin-Off and that are reasonably necessary to operate the business of the Service Recipient or any of its Subsidiaries in the manner conducted as of the Spin-Off Date (“Omitted Services”), the Parties will promptly negotiate in good faith the terms governing any such Omitted Service with respect to (i) the nature and description of such Omitted Service, (ii) the duration such Omitted Service will be provided and (iii) the fees for such Omitted Service.

(c) Cogint and SpinCo shall prepare and mail, prior to the Spin-Off Date, to the Record Holders, such information concerning the SpinCo Group and each of their respective business, operations and management, the Spin-Off and such other matters as Cogint shall reasonably determine and as may be required by Law.

(d) SpinCo shall, to the extent required under applicable Law, file with the SEC any such documentation and any requisite no action letters which Cogint determines is necessary or desirable to effectuate the Spin-Off and Cogint and SpinCo shall each use its reasonable best efforts to obtain all necessary approvals from the SEC with respect thereto as soon as practicable.

(e) Cogint and SpinCo shall take all such action as may be necessary or appropriate under the securities or “blue sky” Laws of the United States (and any comparable Laws under any foreign jurisdiction) in connection with the Spin-Off.

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(f) From the date of this Agreement up to and including the Spin-Off Date, Cogint shall, with respect to the SpinCo Entities, and shall cause each of the SpinCo Entities, to operate substantially in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing and except as set forth in Schedule 4.3(f), or as permitted or required by the terms of this Agreement (including the Step Plan), the Employee Matters Agreement, or the Tax Matters Agreement:

(i) Cogint shall not, and shall cause each member of the Cogint Group not to, (x) make, directly or indirectly, any transfer, sale, lease or other disposition of any assets or property to any member of the SpinCo Group or any purchase or acquisition of any property or assets from any member of the SpinCo Group, or (y) enter into any other Contract, arrangement or transaction directly or indirectly with or for the benefit of any member of the SpinCo Group (including without limitation, guarantees and assumptions of obligations or Indebtedness of any member of the SpinCo Group), in each case, outside the ordinary course of business consistent with past practice; and

(ii) SpinCo shall not, and shall cause each member of the SpinCo Group not to, (x) make, directly or indirectly, any transfer, sale, lease or other disposition of any assets or property to any member of the Cogint Group or any purchase or acquisition of any property or assets from any member of the Cogint Group, or (y) enter into any other Contract, arrangement or transaction directly or indirectly with or for the benefit of any member of the Cogint Group (including without limitation, guarantees and assumptions of obligations or Indebtedness of any member of the Cogint Group), in each case, outside the ordinary course of business consistent with past practice.

Section 4.4 Conditions to the Spin-Off. The obligations of Cogint pursuant to this Agreement to effect the Spin-Off shall be subject to the fulfillment or waiver by Cogint with respect to the obligations of Cogint and SpinCo on or prior to the Spin-Off Date of the following conditions:

(a) the SpinCo Registration Statement shall have been declared effective by the SEC and shall be subject to no further comment, no stop order suspending the effectiveness of the SpinCo Registration Statement shall be in effect, and no proceedings for that purpose will be pending before or threatened by the SEC, and the Information Statement forming a part of the SpinCo Registration Statement shall have been mailed to all Record Holders.

(b) the SpinCo Common Stock to be delivered in the Spin-Off shall have been accepted for listing on a National Securities Exchange, subject to compliance with applicable listing requirements;

(c) no injunction by any court or other tribunal of competent jurisdiction shall have been entered and shall continue to be in effect and no Law shall have been adopted or be effective preventing consummation of the Spin-Off;

(d) Cogint and SpinCo shall have prepared and mailed to the Record Holders, such information concerning the SpinCo Group and each of their respective business, operations and management, the Spin-Off and such other matters as Cogint shall reasonably determine and as may be required by Law; and

(e) Cogint and SpinCo shall have received (i) any necessary permits and authorizations under the securities or "blue sky" Laws of the United States (and any comparable Laws under any foreign jurisdiction) in connection with the Spin-Off and all such permits and authorizations shall be in effect and (ii) any consents of any Person to the Spin-Off as required under any Contract binding upon Cogint or SpinCo or any of their respective Subsidiaries.

Section 4.5 Additional Matters.

(a) Tax Withholding. Cogint, SpinCo, or the transfer agent or the exchange agent in the Spin-Off, as applicable, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this

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Agreement such amounts as are required to be deducted and withheld with respect to the making of such payments under the Code or any provision of local or foreign Tax Law. Any withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Persons otherwise entitled thereto. In Cogint's sole discretion, Cogint may elect to require such stockholders (and also may, in its discretion, reverse such election) to remit to Cogint a cash payment equal to some or all of the amount required to be withheld before such stockholders shall be entitled to receive shares of SpinCo in the Spin-Off. In such event, Cogint shall notify such stockholders of the amount required to be remitted to Cogint, and Cogint shall hold such shares of SpinCo until such amounts are received by Cogint.

(b) Book Entry Form. Upon and following the consummation of the Spin-Off, Cogint, with the assistance of Agent, shall electronically issue shares of SpinCo Common Stock to each Record Holder or other recipient of SpinCo Common Stock by way of direct registration in book-entry form. The Agent will mail each Record Holder and such other recipient a book-entry account statement that reflects such Record Holder's or other recipient's SpinCo Common Stock.

Section 4.6 Release of Guarantees or Indemnity.

(a) SpinCo will use its reasonable best efforts to ensure that Cogint and/or any applicable member of the Cogint Group is released following the Spin-Off Date as guarantor of or obligor under any loan, guarantee, lease, Contract or other SpinCo Liability, including those set forth on Schedule 4.6 hereto in favor of SpinCo or any members of the SpinCo Group (each, a "Guarantee"). On or prior to the Spin-Off Date, to the extent required to obtain a release from any such Guarantee, and to the extent reasonably practicable, a SpinCo Entity will execute a Contract in the form of the existing Contract relating to such Guarantee or such other form as is reasonably agreed to by Cogint and the relevant parties to such Guarantee undertaking such obligation(s).

(b) If the Parties are unable to obtain, or to cause to be obtained, any such required removal as set forth in this Section 4.6 prior to the Spin-Off Date, (i) SpinCo will, and will cause the other members of the SpinCo Group to indemnify, defend and hold harmless each of the Cogint Indemnitees for any Liability arising from or relating to such Guarantee and will, as agent or subcontractor for the applicable Cogint Group guarantor or obligor, pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder, and (ii) SpinCo will not, and will cause the other members of the SpinCo Group not to, agree to renew or extend the term of, increase any obligations under, or transfer to a third Person, any Guarantee for which a member of the Cogint Group is or may be liable unless all obligations of the members of the Cogint Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to Cogint.

Section 4.7 Election of SpinCo Officers and Directors. Immediately prior to the Spin-Off Date, the officers and directors of SpinCo shall be as set forth on Schedule 4.7 hereto.

Section 4.8 Acknowledgement Regarding Data. Each Party acknowledges that the other has in their possession, has used in the past and will continue to use certain data previously provided to them by the other Party, and will continue to use similar data provided to them in the ordinary course of business by the other Party prior to the Business Transfer Time (the "Shared Data"). Each Party, on behalf of their respective Groups, hereby acknowledges and agrees that notwithstanding anything to the contrary set forth herein or in any Ancillary Agreement, each shall have the right, on a non-exclusive basis, to use (and continue to use) the Shared Data provided to such Party or its Group Entities for any purpose. Each Party acknowledges that the Shared Data has been provided "as is", without any warranty, expressed or implied, and that no Party shall have any liability whatsoever with respect to the Shared Data. This right shall be worldwide, royalty-free, non-transferable, non-revocable, and shall continue in perpetuity; provided that such right shall be transferable by either Party to a successor to all or substantially all of the stock or assets of such Party by way of merger, stock purchase, asset purchase or similar transaction. Each Party hereby acknowledges and agrees that the other Party and its respective entities shall be under no obligation to update or supplement any such Shared Data after the Business Transfer Time in the absence of a written agreement to the contrary entered into after the Business Transfer Time.

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**ARTICLE V**  
**MUTUAL RELEASES; INDEMNIFICATION**

Section 5.1 Release of Pre-Business Transfer Time Claims.

(a) SpinCo Release. Except as provided in Section 5.1(c) and except with respect to matters subject to indemnification pursuant to Section 5.4, effective as of the Business Transfer Time, SpinCo does hereby, for itself and each wholly-owned SpinCo Entity and their respective Affiliates, predecessors, successors and assigns, remise, release and forever discharge each Cogint Entity, their respective Affiliates, successors and assigns, and all Persons that at any time prior to the Business Transfer Time have been stockholders, members, partners, directors, managers, officers, agents or employees of Cogint or any such wholly-owned Cogint Entity (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns (collectively, the "Cogint Released Persons"), from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from or relating to any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Business Transfer Time, whether or not known as of the Business Transfer Time. SpinCo, for itself and each wholly-owned SpinCo Entity and their respective Affiliates, predecessors, successors and assigns, hereby agrees, represents and warrants that each such releasor realizes and acknowledges that factual matters now unknown to it or them may have given or may hereafter give rise to Liabilities which are presently unknown, unanticipated and unsuspected, and each of them further agree, represent and warrant that this Section 5.1(a) has been negotiated and agreed upon in light of that realization and that it and they each nevertheless hereby intend to release and discharge the Cogint Released Persons with regard to such unknown, unanticipated and unsuspected matters.

(b) Cogint Release. Except as provided in Section 5.1(c) and except with respect to matters subject to indemnification pursuant to Section 5.4, effective as of the Business Transfer Time, Cogint does hereby, for itself and each wholly-owned Cogint Entity and their respective Affiliates, predecessors, successors and assigns, remise, release and forever discharge each SpinCo Entity, their respective Affiliates, successors and assigns, and all Persons that at any time prior to the Business Transfer Time have been stockholders, members, partners, directors, managers, officers, agents or employees of SpinCo or any such SpinCo Entity (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns (collectively, the "SpinCo Released Persons"), from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from or relating to any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Business Transfer Time, whether or not known as of the Business Transfer Time. Cogint, for itself and each wholly-owned Cogint Entity and their respective Affiliates, predecessors, successors and assigns, hereby agrees, represents and warrants that each such releasor realizes and acknowledges that factual matters now unknown to it or them may have given or may hereafter give rise to Liabilities which are presently unknown, unanticipated and unsuspected, and each of them further agree, represent and warrant that this Section 5.1(b) has been negotiated and agreed upon in light of that realization and that it and they each nevertheless hereby intend to release and discharge the SpinCo Released Persons with regard to such unknown, unanticipated and unsuspected matters.

(c) No Impairment. Notwithstanding any provision of this Agreement to the contrary, nothing contained herein releases or shall release any Person from (nor impairs or will impair any right of any Person to enforce the applicable agreements, arrangements, commitments or understandings relating to) (i) the obligations under this Agreement or any Ancillary Agreement, in each case in accordance with its terms, including without limitation (A) any Liability assumed, transferred, assigned, allocated or retained by or to the Group of which such Person is a member in accordance with this Agreement or any Ancillary Agreement or (B) any indemnification or contribution pursuant to this Agreement for claims brought against the Parties as provided herein, and, if applicable, the appropriate provisions of the Ancillary Agreements, (ii) any right of any Person to be indemnified and/or advanced expenses under any corporate or organizational document of any Party



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(including without limitation any bylaws or certificate of incorporation (or similar organizational document) of any Party) or any agreement or pursuant to applicable Law, or to be covered under any applicable directors' and officers' liability insurance policies of any Party, (iii) any accrued and unpaid compensation or expense reimbursement of any employee, (iv) any terms of any existing employment agreements or arrangements (including without limitation any restrictive covenant provisions such as confidentiality, non-solicitation, non-competition and non-disparagement provisions) or restrictive covenant agreements amongst any member of any Group and any of its respective employees, contractors or agents, or (v) any rights of any equityholder of Cogint in its capacity as such, or under any agreement between such equityholder and any Cogint Entity or SpinCo Entity.

(d) No Legal Proceedings as to Released Pre-Business Transfer Time Claims. Following the Business Transfer Time, no Party hereto shall make or permit any other member of its Group to make, any claim or demand, or commence any Legal Proceeding asserting any claim or demand, including any claim of contribution or any indemnification, against any member of the Group of the other Party, or any other Person released pursuant to Section 5.1(a), with respect to any Liabilities released pursuant to Section 5.1(a), or any other Person released pursuant to Section 5.1(b), with respect to any Liabilities released pursuant to Section 5.1(b).

(e) General Intent. It is the intent of each of Cogint and SpinCo, by virtue of the provisions of this Section 5.1, to provide for a full and complete general release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Business Transfer Time, between or among SpinCo or any member of the SpinCo Group, on the one hand, and Cogint or any member of the Cogint Group, on the other hand, except as expressly set forth in Section 5.1(c). At any time, at the request of any other Party, each Party shall cause each member of its Group to execute and deliver releases reflecting the provisions hereof.

Section 5.2 Indemnification by the SpinCo Group. Without limiting or otherwise affecting the indemnity or limitations of liability provisions of the Ancillary Agreements, from and after the Business Transfer Time, SpinCo, and each member of the SpinCo Group shall, on a joint and several basis, indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless the Cogint Indemnitees from and against, and shall reimburse such Cogint Indemnitees with respect to, any and all Liabilities that result from, relate to or arise, whether prior to, at or following the Business Transfer Time, out of any of the following items (without duplication):

(a) the IDI Business, including any failure of SpinCo or any other member of the SpinCo Group or any other Person to pay, perform, fulfill, discharge and, to the extent applicable, comply with, promptly and in full, any Liability relating to, arising out of or resulting from the IDI Business;

(b) the SpinCo Assets and SpinCo Liabilities;

(c) any breach by SpinCo or any other member of the SpinCo Group of any agreement or obligation to be performed by such Persons pursuant to this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein (which, including any limitation of liability contained therein, shall be controlling); and

(d) the enforcement by the Cogint Indemnitees of their rights to be indemnified, defended and held harmless under this Section 5.2.

Section 5.3 Indemnification by Cogint. Without limiting or otherwise affecting the indemnity or limitation of liability provisions of the Ancillary Agreements, from and after the Business Transfer Time, Cogint, and each member of the Cogint Group shall, on a joint and several basis, indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless the SpinCo Indemnitees from and against, and shall reimburse such SpinCo

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Indemnitees with respect to, any and all Liabilities that result from, relate to or arise, whether prior to or following the Business Transfer Time, out of any of the following items (without duplication):

(a) the Fluent Business, including any failure of Cogint or any other member of the Cogint Group or any other Person to pay, perform, fulfill, discharge and, to the extent applicable, comply with, promptly and in full any Liability relating to, arising out of or resulting from the Fluent Business;

(b) the Cogint Assets and the Cogint Liabilities;

(c) any breach by Cogint or any other member of the Cogint Group of any agreement or obligation to be performed by such Persons pursuant to this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein (which, including any limitations on liability contained therein, shall be controlling); and

(d) the enforcement by the SpinCo Indemnitees of their rights to be indemnified, defended and held harmless under this Section 5.3.

Section 5.4 Indemnification Obligations Net of Insurance Proceeds and Other Amounts; No Right to Subrogation.

(a) The Parties intend that any Liability subject to indemnification or reimbursement pursuant to this Agreement shall be net of (i) Insurance Proceeds received that actually reduce the amount of the Liability for which indemnification is sought or (ii) other amounts recovered from any third party that actually reduce the amount of, or are paid to the applicable Indemnitee in respect of, such Liability ("Third-Party Proceeds"). Accordingly, the amount which any Party (the "Indemnitor") is required to pay to any Person entitled to indemnification or reimbursement under Section 5.2 or Section 5.3 of this Agreement (the "Indemnitee") shall be reduced by any Insurance Proceeds or Third-Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee in reduction of the related Liability. If the Indemnitee receives a payment (an "Indemnity Payment") required by this Agreement from the Indemnitor in respect of any Liability and subsequently receives Insurance Proceeds or Third-Party Proceeds, then the Indemnitee shall promptly pay to the Indemnitor an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third-Party Proceeds had been received, realized or recovered before the Indemnity Payment was made. Any Party that may be entitled to any Insurance Proceeds and/or Third Party Proceeds and shall use its reasonable efforts to seek and recover such Insurance Proceeds or other Third Party Proceeds.

(b) Notwithstanding anything to the contrary set forth herein, an insurer that would otherwise be obligated to defend or make payment in response to any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification or other provisions hereof, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other third party shall be entitled to any benefit that it would not be entitled to receive in the absence of the indemnification or assumption provisions of this Agreement by virtue of the indemnification or assumption provisions hereof.

Section 5.5 Procedures for Defense, Settlement and Indemnification of Third-Party Claims.

(a) If the Indemnitee receives notice or otherwise becomes aware that a Person (including any Governmental Authority) other than a Cogint Entity or a SpinCo Entity has asserted any claim or commenced a Legal Proceeding (other than claims or Legal Proceedings relating to Taxes, which shall be governed by the Tax Matters Agreement) for which the Indemnitee may be entitled to indemnification under this Agreement or any Ancillary Agreement (other than the Tax Matters Agreement) (collectively, a "Third-Party Claim"), then the Indemnitee shall notify the Indemnitor in writing as promptly as practicable thereafter. Any such notice shall describe the Third-Party Claim in reasonable detail and include any relevant written correspondence from the third party regarding the Third-Party Claim. If the Indemnitee does not provide this notice of a Third-Party

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Claim, then the Indemnitor shall not be relieved of its indemnification obligations under this Article V, except to the extent that the Indemnitor is actually materially prejudiced as a result of such Indemnitee's failure to give timely notice. The Indemnitee shall deliver copies of all documents it receives regarding the Third-Party Claim to the Indemnitor promptly (and in any event within five (5) Business Days) after the Indemnitee receives them.

(b) With respect to any Third-Party Claim:

(i) Unless the Parties otherwise agree and subject to the cooperation and consultation rights and obligations of the Parties described in Section 5.6, to the extent applicable, within thirty (30) days after the Indemnitor receives notice of a Third-Party Claim in accordance with Section 5.5(a), the Indemnitor shall have the right to assume the defense of the Third-Party Claim (and, unless the Indemnitor has specified any reservations or exceptions and subject to this Section 5.5(b), seek to settle or compromise such Third-Party Claim), at its expense and with its counsel; provided, however, that the defense of such Third-Party Claim by the Indemnitor (A) shall not, in the reasonable determination of the Indemnitee, affect the Indemnitee or any of its controlled Affiliates in a materially adverse manner (and, for the avoidance of doubt, any Third-Party Claim relating to or arising in connection with any criminal proceeding, Legal Proceeding, indictment, allocation or investigation against Cogint or its Affiliates shall be deemed materially adverse to Cogint, and any Third-Party Claim relating to or arising in connection with any criminal proceeding, Legal Proceeding, indictment, allocation or investigation against SpinCo or its Affiliates shall be deemed materially adverse to SpinCo), (B) shall with respect to such Third-Party Claim solely seek (and continue to seek) monetary damages and not equitable relief and (C) shall not, in the reasonable determination of the Indemnitee's counsel, result in a conflict between the positions of the Indemnitor and Indemnitee in conducting such defense. The Indemnitee may, at its expense, employ separate counsel and participate in (but not control) the defense, compromise, or settlement of the Third-Party Claim with respect to which the Indemnitor has assumed the defense. However, the Indemnitor shall pay the fees and expenses of counsel that the Indemnitee engages for any period during which the Indemnitor has not assumed (or is prohibited from assuming) the defense of the Third-Party Claim (other than for any period in which the Indemnitee did not notify the Indemnitor of the Third-Party Claim as required by Section 5.5(a)).

(ii) No Indemnitor shall consent to entry of a judgment or settle a Third-Party Claim without the applicable Indemnitee's consent, which consent shall not be unreasonably withheld or delayed. However, the Indemnitee shall consent to entry of a judgment or a settlement if it (A) does not include a finding or admission by the Indemnitee of a violation of Law or the rights of any Person, (B) involves only monetary relief which the Indemnitor has agreed to pay and could not reasonably be expected to have a material adverse impact (financial or nonfinancial) on the Indemnitee, or any of its Subsidiaries or Affiliates and (C) includes a full and unconditional release of the Indemnitee. The Indemnitee shall not be required to consent to entry of a judgment or a settlement if it would permit an injunction, declaratory judgment, other order or other non-monetary relief to be entered, directly or indirectly, against any Indemnitee.

(c) No Indemnitee shall admit any Liability with respect to, or settle, compromise or discharge, a Third-Party Claim without the Indemnitor's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), unless the Indemnitee releases the Indemnitor of such Indemnitor's indemnification obligations with respect to such Third-Party Claim.

#### Section 5.6 Additional Matters.

(a) With respect to any Third-Party Claim for which any SpinCo Entity, on the one hand, and any Cogint Entity, on the other hand, may have Liability under this Agreement or any of the Ancillary Agreements, the Parties agree to cooperate fully and maintain a joint defense (in a manner that shall preserve the attorney-client privilege, joint defense or other privilege with respect thereto) so as to seek to minimize such Liabilities and defense costs associated therewith. The Party that is not responsible for managing the defense of such Third-Party Claims shall, upon reasonable request, be consulted with respect to significant matters relating thereto and may retain counsel to monitor or assist in the defense of such claims at its own cost.

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(b) In the event of a Legal Proceeding that involves solely matters that are indemnifiable and in which (i) the Indemnitor is not a named defendant or (ii) any Indemnitee is a named defendant along with the Indemnitor, if either the Indemnitee or the Indemnitor so requests, the Parties shall endeavor, in the case of clause (i), to substitute the Indemnitor for the named defendant and, in the case of clause (ii), cause the Indemnitee to be removed as a named defendant. If such substitution, addition or removal cannot be achieved for any reason or is not requested, the rights and obligations of the Parties regarding indemnification and the management of the defense of claims as set forth in this Article V shall not be affected.

Section 5.7 Contribution.

(a) If the indemnification provided for under this Agreement is judicially determined to be unavailable, or insufficient to hold harmless the Indemnitee in respect of any indemnifiable Liability, then the Indemnitor, in lieu of indemnifying such Indemnitee, shall contribute to the amount paid or payable by the Indemnitee as a result of such Liabilities. The amount contributed by the Indemnitor shall be in such proportion as reflects the relative fault of the Indemnitor and the Indemnitee in connection with the actions or omissions resulting in the Liability and any other relevant equitable considerations.

(b) The Parties agree that any method of allocation of contribution under this Section 5.7 shall take into account the equitable considerations referred to in Section 5.7(a). The amount paid or payable by the Indemnitee to which the Indemnitor shall contribute shall include any legal or other expenses reasonably incurred by the Indemnitee to investigate any claim or defend any Legal Proceeding. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 5.8 Exclusive Remedy.

(a) Each of SpinCo and Cogint intends and hereby agrees that this Article V sets forth the exclusive remedies and rights of the Parties following the Business Transfer Time in respect of the matters indemnified under this Article V, except that nothing contained in this Section 5.8 will impair any right of any Person (i) to specific performance under this Agreement, (ii) to equitable relief as provided in Section 7.15 hereof, and (iii) to enforce any rights and remedies provided in Ancillary Agreements.

(b) Notwithstanding anything to the contrary set forth herein, indemnification, limitations on remedies and limitations on liabilities with respect to (i) the Ancillary Agreements and (ii) any agreements or arrangements entered into after the Business Transfer Time between any member of the SpinCo Group or any of their respective Affiliates, on the one hand, and any member of the Cogint Group or any of their respective Affiliates, on the other hand, in each case, shall be governed by the terms of such agreements or arrangements and not by this Article V.

Section 5.9 Survival of Indemnities. The rights and obligations of Cogint and SpinCo and their respective Indemnitees under this Article V shall survive the Business Transfer Time and the sale or other transfer by any Party of any Assets or businesses or the assignment by any Party of any Liabilities. The indemnity agreements contained in this Article V shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of any Indemnitee and (b) the knowledge by the Indemnitee of Liabilities for which it might be entitled to indemnification hereunder.

Section 5.10 Limitations of Liability. Except as may expressly be set forth in this Agreement, in no event shall Cogint, SpinCo or any member of their respective Groups have any Liability to the other or to any other member of the other's Group, or to any other Cogint Indemnitee or SpinCo Indemnitee, as applicable, under this Agreement (a) to the extent that any such Liability resulted from any willful violation of Law or fraud by the party seeking indemnification or (b) for any indirect or punitive damages or any damages that are not, as of the Business Transfer Time, reasonably foreseeable (other than to the extent that the Indemnitee is liable for such damages under an order issued by a Governmental Authority in connection with a Third-Party Claim).

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**ARTICLE VI**  
**ADDITIONAL AGREEMENTS**

Section 6.1 Further Assurances. Subject to the limitations of Section 2.2 and the other terms and conditions of this Agreement, each party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing or causing to be done, all things necessary, proper or advisable under this Agreement and applicable Laws to consummate the transactions contemplated by this Agreement as soon as practicable. Without limiting the foregoing, where the cooperation of third parties such as insurers or trustees would be necessary in order for a Party to completely fulfill its obligations under this Agreement or the Ancillary Agreements, such Party will use commercially reasonable efforts to cause such third Parties to provide such cooperation. If any Subsidiary of Cogint or SpinCo is not a party to this Agreement or, as applicable, any Ancillary Agreement, and it becomes necessary or desirable for such Subsidiary to be a party hereto or thereto to carry out the purpose hereof or thereof, then Cogint or SpinCo, as applicable, will cause such Subsidiary to become a party hereto or thereto or cause such Subsidiary to undertake such actions as if such Subsidiary were such a party.

Section 6.2 Agreement for Exchange of Information.

(a) Except for any request for Information relating to any Legal Proceeding or threatened Legal Proceeding by any Cogint Entity or SpinCo Entity against any member of the other's Group (which shall be governed by such discovery rules as may be applicable thereto), and subject to Section 6.2(b), each of Cogint and SpinCo, on behalf itself and the members of its respective Group, shall use reasonable efforts to provide, to the other Group, at any time prior to, on or after the Business Transfer Time, as soon as reasonably practicable after written request therefor, any Information in the possession or under the control of the members of such Group that the requesting party reasonably requests (i) in connection with reporting, disclosure, filing or other requirements imposed on the requesting party (including under applicable securities or Laws in respect of Taxes) by a Governmental Authority having jurisdiction over the requesting party, (ii) for use in any other judicial, regulatory, administrative, Tax, insurance or other proceeding or in order to satisfy audit, accounting, claims, regulatory, investigation, litigation, Tax or other similar requirements, or (iii) to comply with its obligations under this Agreement, any Ancillary Agreement, any agreement listed in Section 2.3(b) or any other agreements or arrangements entered into prior to the Business Transfer Time with respect to which the requesting party requires Information from the other Party in order to fulfill the requesting party's obligations under such agreement or arrangement. The receiving party may use any Information received pursuant to this Section 6.2(a) solely to the extent reasonably necessary to satisfy the applicable obligations or requirements described in the immediately preceding sentence and shall otherwise take reasonable steps to protect such Information. Nothing in this Section 6.2 may be construed as obligating a Party to create Information not already in its possession or control.

(b) If any Party determines that the exchange of any Information pursuant to Section 6.2(a) is reasonably likely to violate any Law or Contract, or waive or jeopardize any attorney-client privilege, or attorney work-product protection, then such party shall not be required to provide access to or furnish such Information to the other Party; provided, however, that the Parties shall take all reasonable measures to permit compliance with Section 6.2(a) in a manner that avoids any such violation, waiver or jeopardy. Cogint and SpinCo intend that any provision of access to or the furnishing of Information that would otherwise be within the ambit of any legal privilege shall not operate as a waiver of such privilege.

Section 6.3 Ownership of Information. The provision of Information pursuant to Section 6.2 shall not grant or confer rights of license or otherwise in any such Information.

Section 6.4 Compensation for Providing Information. Except as otherwise set forth in any Ancillary Agreement, the party requesting Information pursuant to Section 6.2 agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, actually incurred in seeking, creating, gathering, copying and delivering such Information, to the extent that such costs are incurred for the benefit of the requesting Party.

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Section 6.5 Record Retention. To facilitate the possible exchange of Information pursuant to this Article VI and other provisions of this Agreement from and after the Spin-Off Date, each Party agrees to use its reasonable efforts to retain all Information in accordance with its record retention policy as in effect immediately prior to the Spin-Off Date or as modified in good faith thereafter; provided, that to the extent that any Ancillary Agreement provides for a longer retention period for certain Information, such longer period shall control. Cogint shall be entitled to retain a copy of the books and records of the SpinCo Group relating to periods prior to the Spin-Off; provided, that to the extent required to satisfy Cogint's legal or Contractual obligations, Cogint shall be entitled to retain original books and records relating to such periods, and shall provide SpinCo with a copy of all such retained books and records. In the case of any Information relating to a pending or threatened Legal Proceeding (including any pending or threatened investigation by a Governmental Authority) subject to a "litigation hold" known to any member of the Group that possesses relevant documents or records, such member shall issue and comply (or cause the applicable members of its Group to comply) with the requirements of such "litigation hold." Notwithstanding the foregoing, Section 6.02 of the Tax Matters Agreement shall govern the retention of Tax Returns, schedules and work papers and all material records or other documents relating thereto. No Party shall have any liability to any other Party if any Information is destroyed after reasonable efforts by such party to comply with the provisions of this Section 6.5.

Section 6.6 Other Agreements Providing for Exchange of Information. The rights granted and obligations imposed under this Article VI shall be subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in any Ancillary Agreement.

Section 6.7 Production of Witnesses; Records; Cooperation. From and after the Business Transfer Time, except in the case of any Legal Proceeding or threatened Legal Proceeding by any Cogint Entity or SpinCo Entity against any member of the other's Group (which shall be governed by such discovery rules as may be applicable thereto), each Party, shall (a) cooperate and consult in good faith as reasonably requested in writing by the other Party with respect to (i) any Legal Proceeding, or (ii) any audit or any other legal requirement, in each case, whether relating to this Agreement or any Ancillary Agreement or any of the transactions contemplated hereby or thereby or otherwise, and (b) use reasonable efforts to make available to such other party the former, current and future directors, managers, officers, employees, other personnel and agents of the members of its respective Group (whether as witnesses or otherwise) and any books, records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, managers, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection therewith. Notwithstanding the foregoing, this Section 6.7 does not require a Party to take any step that would materially interfere, or that it reasonably determines could materially interfere, with its business. The requesting Party agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, incurred in connection with a request under this Section 6.7.

Section 6.8 Privilege; Conflicts of Interest.

(a) The parties recognize that legal and other professional services that have been and will be provided prior to the Business Transfer Time have been and will be rendered for the collective benefit of each of the members of the Cogint Group and the SpinCo Group, and that each of the members of the Cogint Group and the SpinCo Group should be deemed to be the client with respect to such services for the purposes of asserting all privileges which may be asserted under applicable Law in connection therewith.

(b) The parties agree as follows:

(i) Cogint shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with any privileged Information that relates solely to the Fluent Business and not to the IDI Business, whether or not the privileged Information is in the possession or under the control of any member of the Cogint Group or any member of the SpinCo Group. Cogint shall also be entitled, in perpetuity, to

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control the assertion or waiver of all privileges in connection with any privileged Information that relates solely to any Cogint Liabilities resulting from any Legal Proceedings that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the Cogint Group or any member of the SpinCo Group; and

(ii) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with any privileged Information that relates solely to the IDI Business and not to the Fluent Business, whether or not the privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the Cogint Group. SpinCo shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges in connection with any privileged Information that relates solely to any SpinCo Liabilities resulting from any Legal Proceedings that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the Cogint Group.

(c) Subject to the restrictions set forth in this Section 6.8, the parties agree that they shall have a shared privilege, each with equal right to assert or waive any such shared privilege, with respect to all privileges not allocated pursuant to Section 6.8(b) and all privileges relating to any Legal Proceedings or other matters that involve both the Cogint Group and the SpinCo Group and in respect of which both parties have Liabilities under this Agreement, and that no such shared privilege or immunity may be waived by either party without the consent of the other party.

(d) In the event of any Legal Proceedings between Cogint and SpinCo, or any members of their respective Groups, either party may waive a privilege in which the other party or member of such other party's Group has a shared privilege, without obtaining consent pursuant to Section 6.8(c); provided, that such waiver of a shared privilege shall be effective only as to the use of Information with respect to the Legal Proceeding between the parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared privilege with respect to any third Person.

(e) If any dispute arises between Cogint and SpinCo, or any members of their respective Groups, regarding whether a privilege should be waived to protect or advance the interests of either the Cogint Group or the SpinCo Group, each party agrees that it shall (i) negotiate with the other party in good faith, (ii) endeavor to minimize any prejudice to the rights of the other party and (iii) not unreasonably withhold, condition or delay consent to any request for waiver by the other party. Further, each party specifically agrees that it will not withhold its consent to the waiver of a privilege for any purpose except to protect its own legitimate interests.

(f) In furtherance of the parties' agreement under this Section 6.8, Cogint and SpinCo shall, and shall cause applicable members of their respective Group to, maintain their respective separate and joint privileges, including by entering into joint defense and common interest agreements where necessary or useful for this purpose.

#### Section 6.9 Insurance.

(a) Except as otherwise provided herein or in any other Ancillary Agreement, from and after the Business Transfer Time, the SpinCo Entities shall cease to be insured by the Cogint Group's insurance policies or by any of their self-insured or captive insurance programs, except with respect to insurance policies providing coverage on an occurrence basis, including defense and indemnity benefits attributable to or arising from or under such policies or programs (such policies or programs, the "Pre-Spin-Off Insurance Policies"). Any Cogint Entity may, to be effective at the Business Transfer Time, amend any insurance policies in the manner they deem appropriate to give effect to this Section 6.9; provided, that in no event shall a Cogint Entity be permitted to amend any insurance policy in any manner which would eliminate, reduce or otherwise limit coverage for any occurrence or action that occurred prior to the Spin-Off if such coverage was then available. Other than as stated in the foregoing sentences of this Section 6.9(a) and in Section 6.12, from and after the Business Transfer Time, SpinCo shall be responsible for securing all insurance it considers appropriate for its operation of the SpinCo

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Entities and the IDI Business and for promptly providing evidence thereof, as may be required, to third parties under any Contract or lease; provided, that notwithstanding the foregoing, each of Cogint and SpinCo shall comply (and shall cause the members of its Group to comply) with the applicable requirements relating to insurance matters set forth in the Ancillary Agreements.

(b) From and after the Business Transfer Time, SpinCo shall not, and shall cause the members of its Group not to, assert any right, claim or interest in, to or under any Pre-Spin-Off Insurance Policies, other than any right, claim or interest that existed prior to the Business Transfer Time. From and after the Business Transfer Time, in the event any SpinCo Entity incurs any Liabilities covered by “occurrence form” Pre-Spin-Off Insurance Policies (“Pre-Spin-Off Insurance Claims”), and notifies Cogint and/or the insurer of such Pre-Spin-Off Insurance Policies, in accordance with the notice provisions of such policies of such Pre-Spin-Off Insurance Claim, Cogint shall, or shall cause its applicable Subsidiaries to, submit such Pre-Spin-Off Insurance Claim to the applicable insurer following such notification. To the extent not covered by or payable under Pre-Spin-Off Insurance Policies, except as provided in Section 6.12, SpinCo shall be solely responsible to Cogint and its Subsidiaries for all costs, expenses and fees in connection with any Pre-Spin-Off Insurance Claim, and for any deductibles, retentions, premium increases on any Pre-Spin-Off Insurance Policies which are attributable to any Pre-Spin-Off Insurance Claims submitted pursuant to this Section 6.9(b). SpinCo shall, and shall cause the members of its Group to, reasonably cooperate with Cogint or its applicable Subsidiaries or the applicable insurer in the investigation, contesting, defense or settlement of such Pre-Spin-Off Insurance Claim. For the avoidance of doubt, (i) any Liabilities involving or related to Pre-Spin-Off Insurance Claims that are in excess of insurance coverage therefor (net of any retention amounts, recovery costs, increases in premium and related deductible payable by Cogint or its Subsidiaries in connection therewith) under applicable Pre-Spin-Off Insurance Policies shall not be the responsibility of Cogint or its Subsidiaries, unless otherwise required by this Agreement, including the provisions of Article V and Section 6.12, (ii) Cogint or its Subsidiaries shall have the right, subject to the terms and provisions of the applicable Pre-Spin-Off Insurance Policy, to investigate, contest, assume the defense of or settle any Pre-Spin-Off Insurance Claim and (iii) any amounts paid by an insurer and/or received by the SpinCo Group pursuant to this Section 6.9(b) shall not constitute indemnifiable Liabilities under Article V, and the SpinCo Group shall have no right to indemnification under Article V with respect to any such amounts. Furthermore, to the extent any Pre-Spin-Off Insurance Claim has been brought under a Pre-Spin-Off Insurance Policy by Cogint or its Subsidiaries, SpinCo shall, and shall cause the members of its Group to, from and after the Business Transfer Time, reasonably cooperate with Cogint or such Subsidiaries in the investigation, contesting, defense or settlement of any such Pre-Spin-Off Insurance Claim.

(c) Subject to Cogint’s compliance with the applicable terms of this Section 6.9 and Section 6.12, the Cogint Group shall have no Liability to the SpinCo Group whatsoever as a result of the insurance policies and practices of the Cogint Group as in effect at any time, including as a result of the level or scope of any such insurance, the creditworthiness of any insurance carrier, the terms and conditions of any policy, or the adequacy or timeliness of any notice to any insurance carrier with respect to any claim or potential claim or otherwise.

#### Section 6.10 Confidentiality.

(a) From and after the Business Transfer Time, subject to Section 6.10(c) and except as contemplated by or otherwise provided in this Agreement or any other Ancillary Agreement, Cogint shall not, and shall cause each of the members of the Cogint Group and their respective Affiliates, directors, officers, employees, consultants, agents, representatives and advisors (collectively, “Representatives”), not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person other than Representatives of such party or of its Affiliates who reasonably need to know such information in providing services to any member of the Cogint Group, any SpinCo Confidential Information. If any disclosures are made to any member of the Cogint Group in connection with any services provided to a member of the SpinCo Group under this Agreement or any other Ancillary Agreement, then the SpinCo Confidential Information so disclosed shall be used only as required in connection with the receipt of such services. Cogint shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the SpinCo Confidential Information by any of its Representatives as it



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currently uses for its own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 6.10(a), any Information, material or documents relating to the IDI Business currently or formerly conducted, or proposed to be conducted, by any member of the SpinCo Group furnished to, or in possession of, Cogint, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by Cogint or its officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is referred to herein as "SpinCo Confidential Information." SpinCo Confidential Information does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a disclosure by any member of the Cogint Group not otherwise permissible hereunder, (ii) Cogint can demonstrate became available to any member of the Cogint Group after the Business Transfer Time from a source other than any member of the Cogint Group, SpinCo Group or their respective Affiliates or (iii) is developed independently by any member of the Cogint Group without reference to the SpinCo Confidential Information; provided, however, that, in the case of clause (ii), the source of such information was not known by any member of the Cogint Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, SpinCo or any member of the SpinCo Group with respect to such information.

(b) From and after the Business Transfer Time, subject to Section 6.10(c) and except as contemplated by this Agreement or any other Ancillary Agreement, SpinCo shall not, and shall cause each of the members of the SpinCo Group and their respective Affiliates and Representatives, not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person other than Representatives of such party or of its Affiliates who reasonably need to know such information in providing services to SpinCo or any member of the SpinCo Group, any Cogint Confidential Information. If any disclosures are made to any member of the SpinCo Group in connection with any services provided to a member of the SpinCo Group under this Agreement or any other Ancillary Agreement, then the Cogint Confidential Information so disclosed shall be used only as required in connection with the receipt of such services. The SpinCo Group shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the Cogint Confidential Information by any of their Representatives as they use for their own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 6.10(b), any Information, material or documents relating to the businesses currently or formerly conducted, or proposed to be conducted, by Cogint or any of its Affiliates (other than any member of the SpinCo Group) furnished to, or in possession of, any member of the SpinCo Group, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by SpinCo, any member of the SpinCo Group or their respective officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "Cogint Confidential Information." Cogint Confidential Information does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a disclosure by any member of the SpinCo Group not otherwise permissible hereunder, (ii) SpinCo can demonstrate became available to any member of the SpinCo Group after the Business Transfer Time from a source other than any member of the SpinCo Group, any member of the Cogint Group or their respective Affiliates or (iii) is developed independently by any member of the SpinCo Group without reference to the Cogint Confidential Information; provided, however, that, in the case of clause (ii), the source of such information was not known by any member of the SpinCo Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Cogint or its Affiliates with respect to such information.

(c) If Cogint or its Affiliates, on the one hand, or SpinCo or its Affiliates, on the other hand, are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Authority or pursuant to applicable Law to disclose or provide any SpinCo Confidential Information or Cogint Confidential Information, as applicable, the Person receiving such request or demand shall use commercially reasonable efforts to provide the other party with written notice of such request or demand as promptly as practicable under the circumstances so that such other party shall have an opportunity to seek an appropriate protective order. The party receiving such request or

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demand agrees to take, and cause its Representatives to take, at the requesting party's expense, all other reasonable steps necessary to obtain confidential treatment by the recipient. Subject to the foregoing, the party that received such request or demand may thereafter disclose or provide any SpinCo Confidential Information or Cogint Confidential Information, as the case may be, to the extent required by such Law (as so advised by counsel) or by lawful process or such Governmental Authority.

(d) Each of Cogint and SpinCo acknowledges that it and the other members of its Group may have in their possession confidential or proprietary information of third Persons that was received under confidentiality or non-disclosure agreements with such third Person prior to the Business Transfer Time. Cogint and SpinCo each agrees that it will hold, and will cause the other members of its Group and their respective Representatives to hold, in strict confidence the confidential and proprietary information of third Persons to which it or any other member of its respective Group has access, in accordance with the terms of any agreements entered into prior to the Business Transfer Time between or among one (1) or more members of the applicable party's Group and such third Persons to the extent disclosed to such party.

#### Section 6.11 Non-Solicitation.

(a) From the Spin-Off Date until the date that is three (3) years after the Spin-Off Date, SpinCo shall not, and shall cause each of its Affiliates and its and their Representatives (to the extent acting on their behalf) not to, without the prior written consent of Cogint, directly or indirectly, (i) solicit for employment (or service) or employ (or engage) any current officer or non-administrative employee of the Cogint Group (the "Cogint Group Employees") or (ii) knowingly induce or encourage any Cogint Group Employee to no longer be employed by or provide services to the Cogint Group; provided, however, that nothing in this Section 6.11(a) shall prohibit SpinCo or any of its Affiliates or Representatives from (A) engaging in general solicitations to the public or general advertising, including in periodicals, newspapers, trade publications and the Internet, not directly targeted at the Cogint Group Employees, (B) soliciting or employing any person who has been terminated by a Cogint Entity, (C) employing or otherwise working with any Cogint Group Employee who initiates employment discussions with SpinCo or any of its Affiliates solely on his or her own initiative without any direct or indirect solicitation by or encouragement from SpinCo or any of its Affiliates, or (D) soliciting or employing any person who has resigned from employment with a Cogint Entity at least six (6) months prior to such solicitation or employment.

(b) From the Spin-Off Date until the date that is three (3) years after the Spin-Off Date, Cogint shall not, and shall cause each of its Affiliates and its and their Representatives (to the extent acting on their behalf) not to, without the prior written consent of SpinCo, directly or indirectly, (i) solicit for employment (or service) or employ (or engage) any current officer or non-administrative employee of the SpinCo Group (the "SpinCo Group Employees") or (ii) knowingly induce or encourage any SpinCo Group Employee to no longer be employed by or provide services to the SpinCo Group; provided, however, that nothing in this Section 6.11(b) shall prohibit Cogint or any of its Affiliates or Representatives from (A) engaging in general solicitations to the public or general advertising, including in periodicals, newspapers, trade publications and the Internet, not directly targeted at SpinCo Group Employees, (B) soliciting or employing any person who has been terminated by a SpinCo Entity, (C) employing or otherwise working with any SpinCo Group Employee who initiates employment discussions with Cogint or any of its Affiliates solely on his or her own initiative without any direct or indirect solicitation by or encouragement from Cogint or any of its Affiliates, or (D) soliciting or employing any person who has resigned from employment with a SpinCo Entity at least six (6) months prior to such solicitation or employment.

(c) Cogint and SpinCo acknowledge that the covenants set forth in this Section 6.11 are reasonable in order to protect the value of the Restricted Business, its goodwill and the Cogint Group and in light of the activities and nature of the Restricted Business and the businesses of the parties hereto and their respective Affiliates and the current plans of the Restricted Business and the businesses of the parties hereto and their respective Affiliates. It is the intention of the parties that if any restriction or covenant contained in this

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Section 6.11 is held to cover a geographic area or to be for a length of time which is not permitted by applicable Law, or in any way construed to be too broad or to any extent invalid, such restriction or covenant may be amended by a court of competent jurisdiction to interpret or reform (including by substitution, addition or deletion of words and numbers) this Section 6.11 to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained in this Section 6.11) that would be valid and enforceable under such Law.

Section 6.12 Directors' and Officers' Exculpation, Indemnification and Insurance.

(a) From and after the Spin-Off, Cogint and its Subsidiaries will honor and fulfill, in all respects, the obligations of Cogint and its Subsidiaries pursuant to any indemnification agreements entered into before the date of this Agreement between Cogint and any of its Subsidiaries and any of their respective current or former directors or officers (and any person who becomes a director or officer of Cogint or any of its Subsidiaries prior to the Spin-Off) (collectively, the "Indemnified Persons"). In addition, during the period commencing at the Spin-Off and ending on the sixth (6th) anniversary of the Spin-Off, Cogint and its Subsidiaries will cause the certificate of incorporation, bylaws and other similar organizational documents of Cogint and its Subsidiaries to contain provisions with respect to indemnification, exculpation and the advancement of expenses that are at least as favorable as the indemnification, exculpation and advancement of expenses provisions set forth in the certificate of incorporation, bylaws and other similar organizational documents of Cogint and its Subsidiaries as of the Spin-Off Date. During such six (6) year period, such provisions may not be repealed, amended or otherwise modified in any manner except as required by applicable Law.

(b) Without limiting the generality of the provisions of Section 6.12(a), during the period commencing at the Spin-Off and ending on the sixth (6th) anniversary of the Spin-Off, Cogint will indemnify and hold harmless, to the fullest extent permitted by applicable Law or pursuant to any indemnification agreements with Cogint and/or any of its Subsidiaries in effect on the date of the Spin-Off, each Indemnified Person from and against any costs, fees and expenses (including reasonable attorneys' fees and investigation expenses), judgments, fines, losses, claims, damages, Liabilities and amounts paid in settlement or compromise in connection with any Legal Proceeding, whether civil, criminal, administrative or investigative, to the extent that such Legal Proceeding arises, directly or indirectly, out of or pertains, directly or indirectly, to (i) any action or omission, or alleged action or omission, in such Indemnified Person's capacity as a director, officer, employee or agent of Cogint or any of its Subsidiaries (regardless of whether such action or omission, or alleged action or omission, occurred prior to, at or after the Spin-Off); and (ii) any transaction contemplated hereby or in any Ancillary Agreement, as well as any actions taken by Cogint with respect thereto, except that if, at any time prior to the sixth (6th) anniversary of the Spin-Off, any Indemnified Person delivers to the Parent a written notice asserting a claim for indemnification pursuant to this Section 6.12(b), then the claim asserted in such notice will survive the sixth (6th) anniversary of the Spin-Off until such claim is fully and finally resolved. In the event of any such Legal Proceeding, (A) Cogint will have the right to control the defense thereof after the Spin-Off; (B) each Indemnified Person will be entitled to retain his or her own counsel to the extent such Indemnified Person has defenses not available to other defendants in such Legal Proceedings or such Indemnified Person, upon the advice of counsel, reasonably believes it has a conflict of interest with Cogint or its Subsidiaries in such Legal Proceeding, in each case, whether or not Cogint elects to control the defense of any such Legal Proceeding; (C) Cogint will advance all fees and expenses (including reasonable fees and expenses of no more than one separate counsel retained by each Indemnified Person and reasonably acceptable to Cogint and fees relating to posting of any bond) as incurred by an Indemnified Person in the defense of such Legal Proceeding whether or not Cogint elects to control the defense of any such Legal Proceeding, subject to receipt of an undertaking by such Indemnified Person to repay such fees and expenses if it is finally determined by the court of competent jurisdiction that he or she is not entitled to indemnification in the underlying Legal Proceeding; and (D) no Indemnified Person will be liable for any settlement of such Legal Proceeding effected without his or her prior express written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary in this Agreement, none of Cogint nor any of its Affiliates will settle or otherwise compromise or consent to the entry of any judgment with respect to, or otherwise seek the termination

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of, any Legal Proceeding for which indemnification may be sought by an Indemnified Person pursuant to this Agreement unless such settlement, compromise, consent or termination includes an unconditional release of such Indemnified Person from all Liability arising out of such Legal Proceeding.

(c) During the period commencing at the Spin-Off and ending on the sixth (6th) anniversary of the Spin-Off, Cogint will maintain in effect directors' and officers' liability insurance ("D&O Insurance") in respect of acts or omissions occurring at or prior to the Spin-Off on terms (including with respect to coverage, conditions, retentions, limits and amounts) that are substantially equivalent to those of Cogint's and its Subsidiaries' current directors' and officers' liability insurance. Prior to the Spin-Off, Cogint may purchase a prepaid "tail" policy with respect to the D&O Insurance from an insurance carrier with the same or better credit rating as Cogint's current directors' and officers' liability insurance carrier. If Cogint elects to purchase such a "tail" policy prior to the Spin-Off, Cogint will maintain such "tail" policy in full force and effect and continue to honor its obligations thereunder, in lieu of all other obligations under the first sentence of this Section 6.12(c), for so long as such "tail" policy is in full force and effect.

(d) If Cogint or any of its successors or assigns will (i) consolidate with or merge into any other Person and not be the continuing or surviving corporation or entity in such consolidation or merger; or (ii) transfer all or substantially all of its properties and assets to any Person, then proper provisions will be made so that the successors and assigns of Cogint or any of its successors or assigns will assume all of the obligations of Cogint set forth in this Section 6.12.

(e) The obligations set forth in this Section 6.12 may not be terminated, amended or otherwise modified in any manner that adversely affects any Indemnified Person (or any other person who is a beneficiary pursuant to the D&O Insurance or the "tail" policy referred to in Section 6.12(c) (and their heirs and Representatives)) without the prior written consent of such affected Indemnified Person or other person who is a beneficiary under the D&O Insurance or the "tail" policy referred to in Section 6.12(c) (and their heirs, agents and Representatives). Each of the Indemnified Persons or other persons who are beneficiaries pursuant to the D&O Insurance or the "tail" policy referred to in Section 6.12(c) (and their heirs, agents and Representatives) are intended to be third-party beneficiaries of this Section 6.12, with full rights of enforcement as if a Party. The rights of the Indemnified Persons (and other persons who are beneficiaries pursuant to the D&O Insurance or the "tail" policy referred to in Section 6.12(c) (and their heirs, agents and Representatives)) pursuant to this Section 6.12 will be in addition to, and not in substitution for, any other rights that such persons may have pursuant to the certificate of incorporation, bylaws and other similar organizational documents of Cogint and its Subsidiaries, any and all indemnification agreements entered into with Cogint or any of its Subsidiaries before the Spin-Off Date or applicable Law (whether at Law or in equity).

(f) Nothing in this Agreement is intended to, or will be construed to, release, waive or impair any rights to directors' and officers' insurance claims pursuant to any applicable insurance policy or indemnification agreement that is or has been in existence with respect to Cogint or any of its Subsidiaries for any of their respective directors, officers or other employees, it being understood and agreed that the indemnification provided for in this Section 6.12 is not prior to or in substitution for any such claims pursuant to such policies or indemnification agreement.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1 Expenses. Except as otherwise provided in this Agreement, each Party shall be responsible for its own fees and expenses in connection with the preparation and negotiation of this Agreement, the Ancillary Agreements, the Internal Reorganization and the Spin-Off.

Section 7.2 Entire Agreement. This Agreement and the Ancillary Agreements, including any related annexes, exhibits and schedules, as well as any other agreements and documents referred to herein and therein,

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shall together constitute the entire agreement between the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

Section 7.3 Governing Law. This Agreement and, unless expressly provided therein, each Ancillary Agreement, and all Legal Proceedings (whether in contract or tort) that may be based upon, arise out of or relate hereto or thereto or the negotiation, execution or performance hereof or thereof (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to the choice of law or conflicts of law principles thereof. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

Section 7.4 Characterization of Payments. The Parties agree to treat all payments required by this Agreement (other than any payments with respect to interests accruing after the Spin-Off Date) as either a contribution by Cogint to SpinCo or a distribution by SpinCo to Cogint, as the case may be, occurring immediately prior to the Spin-Off Date unless a contrary treatment is required under applicable Law.

Section 7.5 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Cogint after the Spin-Off:

2650 North Military Trail, Suite 300  
Boca Raton, FL 33431  
Attn: Chief Executive Officer  
Email:  
Fax: (561) 571-2712

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

Akerman LLP  
Three Brickell City Centre  
98 Southeast Seventh Street, Suite 1100  
Miami, FL 33131  
Attn: Teddy D. Klinghoffer  
Mary V. Carroll  
Fax: (954) 463-2224  
Email: Teddy.Klinghoffer@akerman.com  
Mary.Carroll@akerman.com

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If to SpinCo, prior to or after the Spin-Off (and if to Cogint, prior to the Spin-Off):

2650 North Military Trail, Suite 300  
Boca Raton, FL 33431  
Attn: Chief Executive Officer  
Fax: (561) 571-2712  
Email: derek@cogint.com

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

Akerman LLP  
Three Brickell City Centre  
98 Southeast Seventh Street, Suite 1100  
Miami, FL 33131  
Attn: Teddy D. Klinghoffer  
Mary V. Carroll  
Fax: (954) 463-2224  
Email: Teddy.Klinghoffer@akerman.com  
Mary.Carroll@akerman.com

or to such other address addresses as the Parties hereto may from time to time designate in writing.

Section 7.6 Priority of Agreements. If there is a conflict between any provision of this Agreement and a provision in any of the Ancillary Agreements (other than the Tax Matters Agreement and Employee Matters Agreement), each of this Agreement and the other Ancillary Agreement is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but to the extent, and only to the extent, of such conflict, the provision of this Agreement shall control unless specifically provided otherwise in this Agreement or in the Ancillary Agreement. Except as otherwise specifically provided herein, this Agreement shall not apply to matters relating to Taxes or employees, employee benefits plans, and related assets and liabilities including pension and other post-employment benefit assets and liabilities, which shall be exclusively governed by the Tax Matters Agreement and Employee Matters Agreement, respectively. In the case of any conflict between this Agreement and the Tax Matters Agreement or Employee Matters Agreement, respectively, in relation to any matters addressed by the Tax Matters Agreement or Employee Matters Agreement, the Tax Matters Agreement or Employee Matters Agreement, as applicable, shall prevail. The procedures relating to indemnification for Tax matters shall be exclusively governed by the Tax Matters Agreement.

Section 7.7 Amendments and Waivers.

(a) Any Party may, at any time, by action taken by its board of directors (or other governing body), or officers thereunto duly authorized, waive any of the terms or conditions of this Agreement or (without limiting Section 7.7(b)) agree to an amendment or modification to this Agreement by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement. No waiver by any of the Parties of any breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver.

(b) This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by the Parties in the same manner as this Agreement and which makes reference to this Agreement. The Parties hereby agree to provide written notice to Ryan Schulke of any such amendments.

Section 7.8 Termination. This Agreement may be terminated upon the mutual written agreement of the Parties. If terminated, no Party shall have any Liability of any kind to the other Party or any other Person on account of this Agreement.

Section 7.9 Assignability. No Party may assign its rights or delegate its duties under this Agreement without the written consent of the other Party, except that a Party may assign its rights or delegate its duties under this Agreement to an Affiliate thereof; provided, that no assignment or delegation shall relieve any Party of its indemnification obligations or obligations in the event of a breach of this Agreement and any assignee shall agree in writing to be bound by the terms and conditions contained in this Agreement. Any attempted assignment or delegation in breach of this Section 7.9 shall be null and void.

Section 7.10 Parties in Interest. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein, express or implied, shall give or be construed to give to any Person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder, except (a) as provided in Section 6.12, (b) that the applicable Cogint Indemnitees and SpinCo Indemnitees shall be third-party beneficiaries of Article V and (c) Ryan Schulke shall be a third-party beneficiary of the last sentence of Section 7.7(b).

Section 7.11 Interpretation.

(a) Unless the context of this Agreement otherwise requires:

(i) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms “hereof,” “herein,” “hereby,” “hereto,” “herewith,” “hereunder” and derivative or similar words refer to this entire Agreement; (E) the terms “Article,” “Section,” “Annex,” “Exhibit,” and “Schedule” refer to the specified Article, Section, Annex, Exhibit or Schedule of this Agreement and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs; (F) the word “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” and (G) the word “or” shall be disjunctive but not exclusive;

(ii) references to Contracts (including this Agreement) and other documents or Laws shall be deemed to include references to such Contract or Law as amended, restated, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions);

(iii) references to any federal, state, local, or foreign statute or Law shall include all regulations promulgated thereunder; and

(iv) references to any Person include references to such Person’s successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(b) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) The word “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(e) The term “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

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(f) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP unless the context otherwise requires.

(g) All monetary figures shall be in United States dollars unless otherwise specified.

Section 7.12 Severability. If any provision of this Agreement or any Ancillary Agreement, or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 7.13 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or pdf. transmission shall be binding to the same extent as an original signature page.

Section 7.14 Jurisdiction; Consent to Jurisdiction.

(a) Exclusive Jurisdiction. Except as otherwise expressly provided in any Ancillary Agreement, each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any state or federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Legal Proceeding arising out of or relating to this Agreement, the Ancillary Agreements, the documents referred to in this Agreement, or any of the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the parties hereby irrevocably and unconditionally (i) agrees not to commence any such Legal Proceeding except in such courts, (ii) agrees that any claim in respect of any such Legal Proceeding may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such state or federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Legal Proceeding in the Court of Chancery of the State of Delaware or such state or federal court and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Legal Proceeding in the Court of Chancery of the State of Delaware or such state or federal court. Each of the Parties agrees that a final judgment in any such Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. To the fullest extent permitted by Law, each Party irrevocably consents to service of process in the manner provided for notices in Section 7.5. Nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by Law.

(b) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY AGREEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THE ANCILLARY AGREEMENTS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY



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WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) EACH PARTY MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.14(b).

Section 7.15 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any other Ancillary Agreement, the Party who is, or is to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement or such Ancillary Agreement, in addition to any and all other rights and remedies at Law or in equity, subject to Section 5.8. The Parties agree that the remedies at Law for any breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any Legal Proceeding for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties to this Agreement.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

COGINT, INC.

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

RED VIOLET, INC.

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

**Schedule 1.1**  
**Cogint Balance Sheet**

**COGINT**  
**CONSOLIDATED BALANCE SHEETS**  
**(Amounts in thousands, except share data)**

	<b>(unaudited)</b>	<b>Notes</b>
	<b>June 30, 2017</b>	
<b>ASSETS:</b>		
Current assets:		
Cash and cash equivalents	\$ —	(a)
Accounts receivable, net of allowance for doubtful accounts of \$1,001	31,506	(b)
Prepaid expenses and other current assets	2,132	(c)
Total current assets	33,638	
Property and equipment, net	403	(d)
Intangible assets, net	79,969	(e)
Goodwill	161,029	(f)
Other non-current assets	1,224	(g)
<b>Total assets</b>	<b>\$ 276,263</b>	
<b>LIABILITIES AND SHAREHOLDERS' EQUITY:</b>		
Current liabilities:		
Trade accounts payable	\$ 14,202	(h)
Accrued expenses and other current liabilities	5,444	(i)
Deferred revenue	1,058	(j)
Current portion of long-term debt	2,750	(k)
Total current liabilities	23,454	
Promissory notes payable to certain shareholders, net	10,253	(l)
Long-term debt, net	49,910	(k)
Acquisition consideration payable in stock	10,225	(m)
<b>Total liabilities</b>	<b>93,842</b>	
Shareholders' equity:		
Series A preferred stock—\$0.0001 par value, 10,000,000 shares authorized; 0 share issued and outstanding at June 30, 2017	—	
Series B preferred stock—\$0.0001 par value, 10,000,000 shares authorized; 0 share issued and outstanding at June 30, 2017	—	
Common stock—\$0.0005 par value, 200,000,000 shares authorized; 55,528,094 and 55,180,092 shares issued and outstanding at June 30, 2017, respectively	28	
Treasury stock, at cost, 348,002 shares at June 30, 2017	(1,254)	
Additional paid-in capital	287,870	
Accumulated deficit	(104,223)	
<b>Total shareholders' equity</b>	<b>182,421</b>	
<b>Total liabilities and shareholders' equity</b>	<b>\$ 276,263</b>	

**Notes:**

- (a) For pro forma purpose, all cash and cash equivalents are included into SpinCo.
- (b) Represents accounts receivable of Fluent LLC and its subsidiaries.
- (c) Represents prepaid expenses and other current assets recorded by Fluent and Cogint, Inc. (Cogint, Inc.'s prepaid expenses and other current assets result from transactions related to public holding company items).
- (d) Represents property and equipment of Fluent LLC and its subsidiaries.

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- (e) Represents intangible assets of Fluent LLC and its subsidiaries.
  - (f) Represents goodwill of Fluent LLC and its subsidiaries.
  - (g) Represents other non-current assets of Fluent LLC and its subsidiaries, and Cogint, Inc. (Cogint, Inc.'s other non-current assets result from transactions related to public holding company items).
  - (h) Represents trade accounts payable of Fluent LLC and its subsidiaries.
  - (i) Represents accrued expenses and other current liabilities of Fluent LLC and its subsidiaries, and Cogint, Inc. (Cogint, Inc.'s accrued expenses and other current liabilities result from transactions related to public holding company items).
  - (j) Represents deferred revenue of Fluent LLC and its subsidiaries.
  - (k) Represents current and non-current portion of long-term debt of Fluent LLC and its subsidiaries.
  - (l) Represents promissory notes payable to certain shareholders of Cogint, Inc.
  - (m) Represents acquisition consideration payable in stock by Cogint, Inc.

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**Schedule 1.2**  
**SpinCo Assumed Liabilities**

All Liabilities arising from or relating to the Management Employment Agreements (other than accrued and unpaid compensation and expense reimbursement as of the Spin-Off Date).

Any Liabilities of Cogint arising from (i) that certain Settlement Agreement, dated as of July 22, 2017, by and among TransUnion, TransUnion Risk and Alternative Data Solutions, Inc., Cogint, Inc., IDI Holdings, LLC, Interactive Data, LLC, Ole Poulsen, Michael Brauser, Derek Dubner and James Reilly (the "Settlement Agreement") and (ii) the BK IP Action, BK IP Appeal, IP Judgment Appeal, Datamyx Action, Lanham Action and Tortious Interference/D&O Action (each as defined in the Settlement Agreement).

For the avoidance of doubt, any Liability resulting from any Legal Proceeding commenced or threatened against Cogint or any of its Subsidiaries (after the Spin-Off), or their respective directors or officers, in each case arising from or directly related to any pre-Spin-Off acquisition transaction by a SpinCo Subsidiary, shall constitute SpinCo Liabilities and/or SpinCo Assumed Liabilities, but only to the extent not covered by insurance.

Schedule 1.3  
SpinCo Balance Sheet

**SPINCO**  
**CONSOLIDATED AND COMBINED BALANCE SHEETS**  
(Amounts in thousands)

	(unaudited) June 30, 2017
<b>ASSETS:</b>	
Current assets:	
Cash and cash equivalents	\$ 19,248
Accounts receivable, net of allowance for doubtful accounts of \$90	911
Prepaid expenses and other current assets	831
Total current assets	20,990
Property and equipment, net	1,012
Intangible assets, net	12,845
Goodwill	5,227
Other non-current assets	1,357
<b>Total assets</b>	<b>\$ 41,431</b>
<b>LIABILITIES AND MEMBER'S CAPITAL:</b>	
Current liabilities:	
Trade accounts payable	\$ 971
Accrued expenses and other current liabilities	9,327
Deferred revenue	50
Total current liabilities	10,348
Other non-current liabilities	500
<b>Total liabilities</b>	<b>10,848</b>
<b>Total member's capital</b>	<b>30,583</b>
<b>Total liabilities and member's capital</b>	<b>\$ 41,431</b>

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**Schedule 1.4**  
**SpinCo Transferred Assets**

The Contributed Cash, as set forth in the CFO Certificate.

All (i) books and records of any Cogint Entity exclusively relating to the IDI Business, including files, manuals, price lists, mailing lists, distributor lists, customer lists, sales and promotional materials, purchasing materials, documents evidencing intangible rights or obligations, personnel records, financial, accounting and Tax records, and Legal Proceeding files (regardless of the media in which stored), including, without limitation, the minute books of each SpinCo Entity and (ii) books, records and files related to litigation.

The following Employment Agreements (collectively, the "Management Employment Agreements") more specifically addressed in and governed by the Employee Matters Agreement:

1. Employment Agreement, dated September 30, 2014, by and between The Best One, Inc. and Daniel MacLachlan, as amended by that certain Amendment to Employment Agreement, dated March 17, 2015 and that Second Amendment to Employment Agreement, dated November 16, 2015 and that certain Third Amendment to Employment Agreement, dated April 11, 2017.
2. Employment Agreement, dated September 30, 2014, by and between The Best One, Inc. and Derek Dubner, as amended by that certain Amendment to Employment Agreement, dated March 17, 2015 and by that certain Second Amendment to Employment Agreement, dated November 16, 2015, and by that certain Third Amendment to Employment Agreement, dated April 11, 2017.
3. Employment Agreement, dated September 30, 2014, by and between The Best One, Inc. and James Reilly, as amended by that certain Amendment to Employment Agreement, dated March 17, 2015, by that certain Second Amendment to Employment Agreement, dated November 16, 2015, and by that certain Third Amendment to Employment Agreement, dated September 6, 2017.
4. Letter Agreement, dated April 11, 2017, by and between Cogint, Inc. and Joshua Weingard.

The following Consulting Agreement:

1. Consulting Services Agreement, effective as of June 23, 2017, by and between Cogint, Inc. and Michael Brauser.

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**Schedule 2.1(a)**  
**Internal Reorganization Step Plan**

In consideration of the Spin-Off, effective as of the Business Transfer Time, the following steps shall be consummated (and deemed consummated) in the following order:

**Step 1:** Cogint shall contribute to SpinCo all of the outstanding equity interests of the SpinCo Subsidiaries that are directly owned by Cogint.

**Step 2:** Cash shall be distributed up to Cogint from its Subsidiaries, if necessary, so that Cogint holds an amount at least equal to the Contributed Cash amount as set forth in the CFO Certificate, and thereafter, the Contributed Cash shall be contributed to SpinCo.

**Step 3:** All other SpinCo Transferred Assets and SpinCo Assumed Liabilities held by any Subsidiary of Cogint shall be distributed to and assumed by Cogint, after which, Cogint shall contribute all SpinCo Transferred Assets to SpinCo, and SpinCo shall assume such SpinCo Assumed Liabilities.

**Step 4:** All necessary actions shall be taken to file with the Secretary of State of the State of Delaware the Amended and Restated Certificate of Incorporation of SpinCo in the form attached hereto as Exhibit A (the "Charter Amendment"), and all necessary actions shall be taken to adopt the Amended and Restated Bylaws of SpinCo in the form attached hereto as Exhibit B.

To facilitate the transfers contemplated herein, each of Cogint on the one hand and SpinCo on the other authorizes and directs each of its respective Subsidiaries to make the transfers contemplated by this Step Plan directly to the receiving entity on its behalf.



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**Schedule 4.3(f)**  
**Interim Operations**

Cogint may contribute cash to SpinCo or any SpinCo Subsidiary.

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**Schedule 4.6**  
**Guarantees**

Guaranty of Lease, dated April 14, 2017, by and between Cogint, Inc. in favor of 111 Third Property Owner, LLC for that certain Office Lease, dated April 14, 2017, by and between IDI Holdings, LLC and 1111 Third Property Owner LLC for the premises located at 1111 Third Avenue, Seattle, Washington.

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**Schedule 4.7**  
**Officers and Directors of SpinCo**

**Directors:**

Michael Brauser – Chairman of the Board  
Derek Dubner  
Steve Rubin  
Peter Benz  
Bob Swayman

**Executive officers:**

Derek Dubner – Chief Executive Officer and Director  
James Reilly – President  
Daniel MacLachlan – Chief Financial Officer  
Jeff Dell – Chief Information Officer

This schedule may be amended and/or directors and officers may be added or deleted after the date hereof and prior to the Spin-Off Date by written notice to Cogint.

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**Exhibit A**  
**Form of Amended and Restated Certificate of Incorporation**

**FORM OF**  
**AMENDED AND RESTATED**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**RED VIOLET, INC.**

The present name of the corporation is Red Violet, Inc. The corporation was incorporated under the name “Red Violet, Inc.” by the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware on August 4, 2017. This Amended and Restated Certificate of Incorporation of the corporation, which restates and integrates and also further amends the provisions of the corporation’s Certificate of Incorporation, was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware. The Certificate of Incorporation of the corporation is hereby amended, integrated and restated to read in its entirety as follows:

FIRST. The name of the corporation is Red Violet, Inc.

SECOND. The address of the corporation’s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, New Castle County. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH.

(A) The total number of shares of all classes of stock which the corporation shall be authorized to issue is Two Hundred and Ten Million (210,000,000) shares, divided into Two Hundred Million (200,000,000) shares of common stock, par value \$0.001 per share (“**Common Stock**”), and Ten Million (10,000,000) shares of preferred stock, par value \$0.001 per share (“**Preferred Stock**”).

(B) The Board of Directors of the corporation (the “**Board of Directors**”) is hereby expressly authorized, by resolution or resolutions thereof, to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers (if any) of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

(C) Except as may otherwise be provided in this Certificate of Incorporation (including any certificate filed with the Secretary of State of the State of Delaware establishing the terms of a series of Preferred Stock in accordance with Section B of this Article FOURTH) or by applicable law, each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate filed with the Secretary of State of the State of Delaware establishing the terms of a series of Preferred Stock in accordance with Section B of this Article FOURTH) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate filed with the Secretary of State of the State of Delaware establishing the terms of a series of Preferred Stock in accordance with Section B of this Article FOURTH) or pursuant to the General Corporation Law of the State of Delaware.

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(D) Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock, dividends may be declared and paid on the Common Stock at such times and in such amounts as the Board of Directors in its discretion shall determine.

(E) Upon the dissolution, liquidation or winding up of the corporation, subject to the rights, if any, of the holders of any outstanding series of Preferred Stock, the holders of the Common Stock shall be entitled to receive the assets of the corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them.

(F) Subject to the rights of the holders of any series of Preferred Stock pursuant to the terms of this Certificate of Incorporation or any resolution or resolutions providing for the issuance of such series of stock adopted by the Board of Directors, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the corporation entitled to vote generally in the election of directors irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

FIFTH. Unless and except to the extent that the bylaws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

SIXTH.

(A) In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the corporation is expressly authorized to make, alter and repeal the bylaws of the corporation.

(B) The number of directors constituting the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors, provided that the Board of Directors shall not be composed of less than three, nor more than 15, directors.

(C) Vacancies and newly created directorships on the Board of Directors may be filled only by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

SEVENTH. Subject to the rights of the holders of any series of Preferred Stock and to the requirements of applicable law, special meetings of stockholders of the corporation for any purpose or purposes may be called at any time only by the chairman of the Board of Directors or the president of the corporation or at the written request of a majority of the members of the Board of Directors and may not be called by any other person, and any power of stockholders to call a special meeting is specifically denied.

EIGHTH. Except as authorized in advance by a resolution adopted by the Board of Directors or except as otherwise provided for or fixed pursuant to the provisions of Article FOURTH of this Certificate of Incorporation relating to the rights of holders of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the corporation must be effected at a duly called annual or special meeting of the stockholders of the corporation, and the taking of any action by written consent of the stockholders in lieu of a meeting of the stockholders is specifically denied.

NINTH. A director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

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TENTH. The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

ELEVENTH. The corporation shall not be subject to the provisions of Section 203 of the General Corporation Law of the State of Delaware.

[Signature on next page.]

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IN WITNESS WHEREOF, Red Violet, Inc. has caused this Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer on this [●] day of [●], 2018.

**RED VIOLET, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**Exhibit B**  
**Form of Amended and Restated Bylaws**

FORM OF  
AMENDED AND RESTATED  
BYLAWS  
OF  
RED VIOLET, INC.  
(hereinafter called the "Corporation")

Adopted [●], 2018

ARTICLE ONE  
OFFICES

1.01 Registered Office. The registered office of the Corporation shall be fixed in the certificate of incorporation.

1.02 Other Offices. The Corporation may also have an office or offices, and keep the books and records of the Corporation, except as may otherwise be required by law, at such other place or places, either within or without the State of Delaware, as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE TWO  
MEETINGS OF STOCKHOLDERS

2.01 Annual Meetings. An annual meeting of stockholders for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting shall be held at such time and place, if any, either within or without the State of Delaware, as may be determined by the board of directors.

2.02 Special Meetings. The chairman of the board, the president, or a majority of the members of the board of directors by written request shall have the power to call a special meeting of stockholders at any time. Special meetings of stockholders may not be called by any other person.

2.03 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given that shall state the place, if any, date and time of the meeting (and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting), the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. Business transacted at any special meeting shall be limited to the purposes stated in the notice to stockholders.

2.04 List of Stockholders Entitled to Vote. The Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote at the meeting is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting at least ten (10) days before the meeting (i) on a reasonably



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accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting or (ii) during ordinary business hours at the principal place of business of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.04 or to vote in person or by proxy at any meeting of stockholders.

#### 2.05 Fixing Date for Determination of Stockholders of Record.

(A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the board of directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the board of directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

(C) Unless otherwise restricted by the certificate of incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the board of directors, (i) when no prior action of the board of directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, and (ii) if prior action by the board of directors is required by law, the record date for such purpose shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

2.06 Organization; Chairman and Secretary. The first mentioned of the following officers who is present at a meeting of stockholders shall be chosen as chairman to preside over the meeting: president, chairman of the

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board, or a vice-president. If no such officer is present at the meeting, a chairman of the meeting shall be chosen by the holders of a majority in voting power of the stock entitled to vote thereat, present in person or by proxy. The secretary, or in his or her absence, an assistant secretary, or in the absence of the secretary and all assistant secretaries, a person whom the chairman of the meeting shall appoint, shall act as secretary of the meeting and keep a record of the proceedings thereof.

2.07 Inspector of Election. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may (unless otherwise required by applicable law) be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

2.08 Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The board of directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the board of directors, the chairman of the meeting shall have the right and authority to convene the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the board of directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The chairman of the meeting, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if the chairman should so determine, shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered.

2.09 Quorum. A quorum for the transaction of business at any meeting of stockholders shall be at least a majority of the shares entitled to vote at the meeting, present in person or represented by proxy. If a quorum is present at the opening of any meeting of stockholders, the stockholder or stockholders present or represented may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting. If a quorum is not present at the time appointed for the meeting or within a reasonable time thereafter as the stockholders may determine, the stockholders present or represented may, by majority vote, adjourn the meeting to a fixed time and place but may not transact any other business.

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2.10 Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

2.11 Right to Vote; Voting. Except as otherwise provided by the certificate of incorporation or applicable law, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. At any meeting of stockholders for the election of directors at which a quorum is present, a plurality of the votes cast shall be sufficient to elect. All other elections and questions presented to the stockholders at a meeting at which a quorum is present shall, unless otherwise provided by the certificate of incorporation, these bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the Corporation which are present in person or by proxy and entitled to vote thereon. Voting at meetings of stockholders need not be by written ballot.

2.12 Adjournment. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place, if any, thereof (and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting) are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the board of directors shall fix a new record date for notice of such adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date for notice of such adjourned meeting.

2.13 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the board of directors of the Corporation and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) pursuant to the Corporation's notice of meeting (or any supplement thereto), (b) by or at the direction of the board of directors or any committee thereof or (c) by any stockholder of the Corporation who was a stockholder of record of the Corporation at the time the notice provided for in this Section 2.13 is delivered to the secretary of the Corporation, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 2.13.

(2) For any nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of paragraph (A)(1) of this Section 2.13, the stockholder must have given timely notice thereof in writing to the secretary of the Corporation and any such proposed business (other than the nominations of persons for election to the board of directors) must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day, nor earlier than the close of business on the one hundred twentieth (120th) day, before the first anniversary of the preceding year's annual meeting. However, in the event the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day before such annual meeting and not later than the close of business on the later of the ninetieth (90th) day before

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such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation). In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (a) as to each person whom the stockholder proposes to nominate for election as a director (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Section 14(a) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules and regulations promulgated thereunder, and (ii) such person's written consent to being named in the Corporation's proxy statement as a nominee and to serving as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (ii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner, (iii) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such stockholder and/or such beneficial owner, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, including, in the case of a nomination, the nominee, (iv) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder and such beneficial owners, whether or not such instrument or right shall be subject to settlement in underlying shares of capital stock of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or such beneficial owner, with respect to securities of the Corporation, (v) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (vi) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (a) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (b) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination, and (vii) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder. The foregoing notice requirements of this paragraph (A) of this Section 2.13 shall be deemed satisfied by a stockholder with respect to business or a nomination if the stockholder has notified the Corporation of his, her or its intention to present a proposal or make a nomination at an annual meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal or nomination has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee to furnish such other information as the Corporation may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(3) Notwithstanding anything in the second sentence of paragraph (A)(2) of this Section 2.13 to the contrary, in the event that the number of directors to be elected to the board of directors of the Corporation at the annual meeting is increased effective after the time period for which nominations would otherwise be

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due under paragraph (A)(2) of this Section 2.13 and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days before the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 2.13 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting.

(C) General.

(1) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, only such persons who are nominated in accordance with the procedures set forth in this Section 2.13 shall be eligible to be elected at a meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.13. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty (a) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.13 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (A)(2)(c)(vi) of this Section 2.13) and (b) if any proposed nomination or business was not made or proposed in compliance with this Section 2.13, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 2.13, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.13, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(2) For purposes of this Section 2.13, "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or other national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Section 2.13, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.13; provided however, that any references in these bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.13, and compliance with paragraph (A)(1)(c) of this Section 2.13 shall be the exclusive means for a stockholder to make nominations or submit other business (other than, as provided in the penultimate sentence of paragraph (A)(2) hereof, business or nominations brought properly under and in compliance with Rule 14a-8 of the Exchange Act, as such Rules may be amended from time to time). Nothing in this Section 2.13 shall be deemed to affect any rights (a) of stockholders to request inclusion of

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proposals or nominations in the Corporation's proxy statement pursuant to applicable rules and regulations promulgated under the Exchange Act or (b) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the certificate of incorporation.

ARTICLE THREE  
DIRECTORS

3.01 Board of Directors: Number. The business and affairs of the Corporation shall be managed by or under the direction of the board of directors. Unless otherwise provided by the certificate of incorporation, the number of directors constituting the whole board of directors shall be determined from time to time by the board of directors.

3.02 Qualification. No person shall be qualified for election as a director if he is less than 18 years of age; if he is of unsound mind and has been so found by a court of the State of Delaware or any other court of competent jurisdiction; if he is not a natural person; or if he, at the time of the proposed election, has the status of a bankrupt. A director need not be a stockholder.

3.03 Election and Term. The election of directors shall take place at each annual meeting of stockholders. Each director shall hold office until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

3.04 Removal of Directors. Subject to the certificate of incorporation and applicable law, any director may be removed from office, with or without cause, by the stockholders, and the vacancy created by such removal may be filled only by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

3.05 Vacancies. Subject to the certificate of incorporation, these bylaws and applicable law, vacancies in the board of directors may be filled only by a majority of the directors then in office, even if less than a quorum, or a sole remaining director, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is duly elected and qualified.

3.06 Place of Meetings. Meetings of the board of directors may be held at any place within or outside Delaware.

3.07 Calling of Meetings. Meetings of the board of directors shall be held from time to time at such time and at such place, if any, as determined by the board of directors, the chairman of the board, the president or the secretary, or upon the request in writing of any two directors.

3.08 Notice of Meeting. Notice of the time and place of each meeting of the board of directors shall be given to each director in accordance with Section 8.01 of these bylaws not less than 24 hours before the time when the meeting is to be held. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting. Notwithstanding the foregoing, (i) provided a quorum of directors is present, each newly elected board of directors may without notice hold its first meeting immediately following the meeting of stockholders at which such board of directors is elected and (ii) the board of directors may appoint a day or days in any month or months for regular meetings of the board of directors at a place and hour to be named and, so long as a copy of any resolution of the board of directors fixing the place and time of such regular meetings shall be sent to each director promptly after being passed, no other notice shall be required for any such regular meeting.

3.09 Quorum: Vote Required for Action. The quorum for the transaction of business at any meeting of the board of directors shall be a majority of the total number of directors or such greater number or proportion of

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directors as the board of directors may from time to time determine. Unless otherwise provided by the certificate of incorporation or applicable law, a majority of the votes entitled to be cast by the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

3.10 Meeting by Telephone. Directors may participate in a meeting of the board of directors (or a committee thereof) by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting.

3.11 Action by Unanimous Consent of Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board of directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the board of directors or committee in accordance with applicable law.

3.12 Chairman. The chairman of any meeting of the board of directors shall be the first mentioned of such of the following officers as have been appointed and who is a director and is present at the meeting: chairman of the board or president (if a director). If either of the foregoing is not present, the directors present at the meeting shall choose one director who is present at such meeting to act as chairman of the meeting.

3.13 Conflict of Interest. A director who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or transaction or proposed material contract or transaction with the Corporation shall disclose to the Corporation the nature and extent of his interest at the time and in the manner provided by the General Corporation Law of the State of Delaware.

3.14 Remuneration and Expenses. The directors shall be paid such remuneration for their services as the board of directors may from time to time determine. The directors shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the board of directors or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

#### ARTICLE FOUR COMMITTEES

4.01 Committees of the Board. The board of directors may appoint among its ranks one or more committees of the board of directors, however designated, and delegate to any such committee the full power of the board of directors, to the fullest extent permitted by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any absent or disqualified member.

4.02 Transaction of Business. Unless the board of directors otherwise provides, each committee designated by the board of directors may make, alter and repeal rules for the conduct of its business, provided that no committee shall fix its quorum at less than a majority of the members. In the absence of such rules, each committee shall conduct its business in the same manner as the board of directors conducts its business pursuant to Article Three of these bylaws.

4.03 Audit Committee. The board of directors shall select annually from among its ranks an audit committee to be composed of not fewer than three directors none of whom shall be officers or employees of the Corporation or any of its affiliates. The audit committee shall have the powers and duties provided by resolution of the board of directors.

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ARTICLE FIVE  
OFFICERS

5.01 Appointment. The board of directors may from time to time appoint a president, one or more vice-presidents (to which title may be added words indicating seniority or function), a secretary, a treasurer and such other officers as the board of directors may determine, including one or more assistants to any of the officers so appointed. One person may hold more than one office. The board of directors may specify the duties of and, in accordance with these bylaws and subject to the General Corporation Law of the State of Delaware, delegate to such officers powers to manage the business and affairs of the Corporation. Subject to Section 5.02, an officer may but need not be a director.

5.02 Chairman of the Board. The board of directors may from time to time appoint a chairman of the board who shall be a director. If appointed, the board of directors may assign to the chairman of the board any of the powers and duties that are by any provisions of these bylaws assigned to the president; and the chairman of the board shall have such other powers and duties as the board of directors may specify.

5.03 President. The president shall be the chief executive officer and, subject to the authority of the board of directors, shall have general supervision of the business of the Corporation; and the president shall have such other powers and duties as the board of directors may specify.

5.04 Secretary. Unless otherwise determined by the board of directors, the secretary shall be the secretary of all meetings of the board of directors, stockholders and committees of the board of directors that the secretary attends. The secretary shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at meetings of the board of directors, stockholders and committees of the board of directors, whether or not the secretary attends such meetings; the secretary shall give or cause to be given, as and when instructed, all notices to stockholders, directors, officers, auditors and members of committees of the board of directors; the secretary shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, records and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and the secretary shall have such other powers and duties as otherwise may be specified.

5.05 Treasurer. The treasurer shall keep proper accounting records in compliance with applicable law and any regulation or rules applicable to the Corporation or its securities, including any regulation or rules of the stock exchange upon which the securities of the Corporation are listed and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; the treasurer shall render to the board of directors whenever required an account of all his transactions as treasurer and of the financial position of the Corporation; and the treasurer shall have such other powers and duties as otherwise may be specified.

5.06 Powers and Duties of Officers. The powers and duties of all officers shall be such as the terms of their engagement call for or as the board of directors or (except for those whose powers and duties are to be specified only by the board of directors) the president may specify. The board of directors and (except as aforesaid) the president may, from time to time and subject to the provisions of the General Corporation Law of the State of Delaware, vary, add to or limit the powers and duties of any officer. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board of directors or the president otherwise directs.

5.07 Removal; Term of Office. The board of directors, in its discretion, may remove any officer of the Corporation. Each officer appointed by the board of directors shall hold office until his successor is appointed or until his earlier resignation or removal.

5.08 Conflict of Interest. An officer shall disclose his interest in any material contract or transaction or proposed material contract or transaction with the Corporation.



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ARTICLE SIX  
INDEMNIFICATION AND ADVANCEMENT

6.01 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a “**Covered Person**”) who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.03, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by the board of directors.

6.02 Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys’ fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article Six or otherwise.

6.03 Claims. If a claim for indemnification (following the final disposition of such Proceeding) or advancement of expenses under this Article Six is not paid in full within thirty days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

6.04 Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article Six shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

6.05 Other Sources. The Corporation’s obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

6.06 Amendment or Repeal. Any right to indemnification or to advancement of expenses of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of these bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought.

6.07 Other Indemnification and Advancement of Expenses. This Article Six shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

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ARTICLE SEVEN  
STOCK CERTIFICATES

7.01 Certificates: Uncertificated Stock. The shares of the Corporation shall be represented by certificates, provided that the board of directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by the chairman of the board, if any, or the president or a vice president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary, of the Corporation certifying the number of shares owned by such holder in the Corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

7.02 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

7.03 Transfers of Stock. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation upon authorization by the registered holder thereof or by such holder's attorney thereunto authorized by a power of attorney duly executed and filed with the secretary or a transfer agent for such stock, and if such shares are represented by a certificate, upon surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of any taxes thereon; provided, however, that the Corporation shall be entitled to recognize and enforce any lawful restriction on transfer.

7.04 Addresses of Stockholders. Each stockholder shall designate to the secretary an address at which notices of meetings and all other corporate notices may be served or mailed to such stockholder and, if any stockholder shall fail to so designate such an address, corporate notices may be served upon such stockholder by mail directed to the mailing address, if any, as the same appears in the stock ledger of the Corporation or at the last known mailing address of such stockholder.

7.05 Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE EIGHT  
NOTICES

8.01 Method of Giving Notices. Any notice to be given pursuant to the General Corporation Law of the State of Delaware, the certificate of incorporation, these bylaws or otherwise to a stockholder or director may be provided in person, in writing or by electronic transmission. A notice so delivered shall be deemed to have been received when it is delivered personally and a notice so mailed shall be deemed to have been received when it is deposited in the United States mail, postage prepaid and directed to the stockholder or director at such person's address as it appears on the records of the Corporation. Any notice to stockholders given by electronic

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transmission shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given and shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network, together with separate notice to the stockholder of such specific posting, upon the later of such posting and the giving of such separate notice; and (iv) if by another form of electronic transmission, when directed to the stockholder. For purposes of these bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

8.02 Notice to Joint Stockholders. If two or more persons are registered as joint holders of any share, any notice may be addressed to all such joint holders, but notice addressed to one of such persons shall be sufficient notice to all of them.

8.03 Waiver of Notice. Any waiver of notice, given by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in a waiver of notice.

## ARTICLE NINE MISCELLANEOUS

9.01 Corporate Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the board of directors.

9.02 Fiscal Year. The fiscal year of the Corporation shall end on such day in each year as determined from time to time by the board of directors.

9.03 Forum Selection. Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought against or on behalf of the Corporation, (ii) any action asserting a claim of breach of a duty owed by any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, (iv) any action as to which the Delaware General Corporation Law confers jurisdiction upon the Court of Chancery in the State of Delaware, or (v) any action asserting a claim governed by the internal affairs doctrine, shall, to the fullest extent permitted by law, be the Court of Chancery in the State of Delaware (or, only if the Court of Chancery in the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court located within the State of Delaware). Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 9.03.

9.04 Power to Amend. The power to adopt, amend and repeal the Bylaws shall be as provided in the certificate of incorporation.

AMENDED AND RESTATED TAX MATTERS AGREEMENT

by and among

Cogint, Inc.

and

Red Violet, Inc.

Dated as of February 27, 2018

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**AMENDED AND RESTATED TAX MATTERS AGREEMENT**

THIS AMENDED AND RESTATED TAX MATTERS AGREEMENT (this "Agreement"), dated as of February 27, 2018 amends that certain Tax Matters Agreement dated September 6, 2017 and is by and among Cogint, Inc., a Delaware corporation ("Cogint"), and Red Violet, Inc., a Delaware corporation ("SpinCo"). Each of Cogint and SpinCo is sometimes referred to herein as a "Party" and, collectively, as the "Parties."

WHEREAS, Cogint, acting through itself and its direct and indirect Subsidiaries, currently conducts the Fluent Business and the IDI Business;

WHEREAS, the board of directors of Cogint ("Cogint Board") has determined that it is appropriate, desirable and in the best interests of Cogint and its stockholders to separate the Fluent Business from the IDI Business, and to divest the IDI Business in the manner contemplated by the Separation Agreement;

WHEREAS, Cogint and SpinCo have entered into the Separation Agreement pursuant to which (a) the Fluent Business will be separated from the IDI Business, (b) (i) Cogint will, and will cause its Subsidiaries to, transfer certain assets, liabilities and subsidiaries of the IDI Business to SpinCo and its Subsidiaries, and (ii) SpinCo will, and/or will cause one or more of its Subsidiaries to, transfer certain assets, liabilities, subsidiaries and/or businesses to Cogint and its Subsidiaries, as a result of which SpinCo will own, directly and indirectly through its Subsidiaries, the IDI Business and will not own, directly or indirectly through its Subsidiaries, any of the Fluent Business (collectively, the "Restructuring"), and (c) Cogint will distribute, on a pro rata basis, all of the issued and outstanding shares of SpinCo Common Stock owned by Cogint to the holders of Cogint Common Stock or other derivative securities of Cogint (the "Distribution") as described therein;

WHEREAS, the Parties wish to provide for the payment of Tax liabilities and entitlement to refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and provide for certain other matters relating to Taxes;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.01 General. As used in this Agreement, the following terms shall have the following meanings:

"Accounting Firm" has the meaning set forth in Section 7.01.

"Adjustment" means an adjustment of any item of income, gain, loss, deduction, credit or any other item affecting Taxes of a taxpayer pursuant to a Final Determination.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Ancillary Agreement" has the meaning set forth in the Separation Agreement.

"Carryback" has the meaning set forth in Section 4.02.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cogint" has the meaning set forth in the preamble to this Agreement.

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“Cogint Consolidated Return” means the U.S. federal Income Tax Return required to be filed by Cogint as the Common Parent.

“Cogint Consolidated Taxes” means any U.S. federal Income Taxes attributable to any Cogint Consolidated Return.

“Cogint Entity” means any Subsidiary of Cogint immediately after the Distribution.

“Cogint Group” means, individually or collectively, as the case may be, Cogint and any Cogint Entity, excluding any member of the SpinCo Group.

“Cogint Taxes” means, without duplication, (a) any Cogint Consolidated Taxes, (b) any Taxes imposed on SpinCo or any member of the SpinCo Group under Treasury Regulations Section 1.1502-6 (or any similar provision of other Law) as a result of SpinCo or any such member being or having been included as part of a Cogint Consolidated Return (or similar consolidated or combined Tax Return under any other provision of Law), (c) any Taxes of the Cogint Group and any former Subsidiary of Cogint (excluding any member of the SpinCo Group) for any Pre-Closing Period, (d) any Cogint Transaction Taxes, and (e) any Transfer Taxes, in each case (x) other than SpinCo Taxes and (y) including any Taxes resulting from an Adjustment.

“Cogint Transaction Taxes” means any Taxes (a) imposed on or by reason of the Restructuring, the Contribution or the Distribution and (b) payable by reason of the distribution of cash or other property from SpinCo to Cogint (in each case including Transfer Taxes imposed on such transactions described in (a) and (b)). For the avoidance of doubt, Cogint Transaction Taxes include, without limitation, Taxes payable by reason of deferred intercompany transactions or excess loss accounts triggered by the Contribution or the Distribution.

“Common Parent” means the “common parent corporation” of an “affiliated group” (in each case, within the meaning of Section 1504 of the Code) filing a U.S. federal consolidated Income Tax Return.

“Contribution” means the contribution, directly or indirectly, by Cogint of all of the equity interests in IDI Holdings, LLC; Cogint Technologies, LLC; IDI Verified, LLC; and Interactive Data, LLC and any other assets of the IDI Business to SpinCo in exchange for all of the SpinCo Common Stock and the assumption by SpinCo of liabilities related thereto.

“Distribution” has the meaning set forth in the recitals to this Agreement.

“Distribution Date” means the date on which the Distribution is paid.

“Due Date” means (a) with respect to a Tax Return, the date (taking into account all valid extensions) on which such Tax Return is required to be filed under applicable Law and (b) with respect to a payment of Taxes, the date on which such payment is required to be made to the applicable Taxing Authority to avoid the incurrence of interest, penalties and/or additions to Tax.

“Employee Matters Agreement” means the Employee Matters Agreement by and between the Parties dated as of the date hereof.

“Extraordinary Transaction” means any action that is not in the Ordinary Course of Business, but shall not include (a) any action described in or contemplated by the Separation Agreement or any Ancillary Agreement, (b) any action that is undertaken pursuant to the Restructuring or the Distribution, or (c) any compensatory payment or compensatory transfer in respect of services made as a result of, or in connection with, the Restructuring or the Distribution (which shall be treated as paid immediately before the Distribution on the Distribution Date).

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“Final Determination” means the final resolution of liability for any Tax for any taxable period, by or as a result of (a) a final decision, judgment, decree or other order by any court of competent jurisdiction that can no longer be appealed to a court other than the Supreme Court of the United States, (b) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the Laws of other jurisdictions, which resolves the entire Tax liability for any taxable period, (c) any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund or credit may be recovered by the jurisdiction imposing the Tax, or (d) any other final resolution, including by reason of the expiration of the applicable statute of limitations or the execution of a pre-filing agreement with the IRS or other Taxing Authority.

“Fluent Business” has the meaning set forth in the Separation Agreement.

“Group” of which a Person is a member means (i) the Cogint Group if the Person is a member of the Cogint Group, and (ii) the SpinCo Group if the Person is a member of the SpinCo Group.

“IDI Business” has the meaning set forth in the Separation Agreement.

“Income Tax Return” means any Tax Return on which Income Taxes are reflected or reported.

“Income Taxes” means any net income, net receipts, net profits, excess net profits or similar Taxes based upon, measured by, or calculated with respect to net income.

“Indemnified Party” means the Party which is entitled to seek indemnification from the other Party pursuant to the provisions of Article III.

“Indemnifying Party” means the Party from which the other Party is entitled to seek indemnification pursuant to the provisions of Article III.

“Information” has the meaning set forth in Section 6.01(a).

“IRS” means the U.S. Internal Revenue Service.

“Law” means any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, administrative pronouncement, order, requirement or rule of law (including common law).

“Mixed Business Income Tax Return” means any Mixed Business Tax Return on which Income Taxes are reflected or reported.

“Mixed Business Tax Return” means any Tax Return (other than a Cogint Consolidated Return), including any consolidated, combined or unitary Tax Return, that reflects or reports Taxes that relate to at least one asset or activity that is part of the Fluent Business, on the one hand, and at least one asset or activity that is part of the IDI Business, on the other hand.

“Ordinary Course of Business” means an action taken by a Person only if such action is taken in the ordinary course of the normal operations of such Person.

“Party” and “Parties” have the meaning set forth in the preamble to this Agreement.

“Past Practice” means past practices, accounting methods, elections and conventions.

“Person” has the meaning set forth in the Separation Agreement.

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“Post-Closing Period” means any taxable period (or portion thereof) beginning after the Distribution Date, including for the avoidance of doubt, the portion of any Straddle Period beginning on the day after the Distribution Date.

“Pre-Closing Period” means any taxable period (or portion thereof) ending on or before the Distribution Date, including for the avoidance of doubt, the portion of any Straddle Period ending at the end of the day on the Distribution Date.

“Preparing Party” has the meaning set forth in Section 2.04(a)(ii).

“Privilege” means any privilege that may be asserted under applicable Law, including any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

“Refund” means any refund (or credit in lieu thereof) of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied to other Taxes payable), including any interest paid on or with respect to such refund of Taxes; provided, however, that for purposes of this Agreement, the amount of any Refund required to be paid to another Party shall be reduced by the net amount of any Income Taxes imposed on, related to, or attributable to, the receipt or accrual of such Refund.

“Restructuring” has the meaning set forth in the recitals to this Agreement.

“Reviewing Party” has the meaning set forth in Section 2.04(a)(ii).

“Separation Agreement” means the Separation and Distribution Agreement by and between Cogint and SpinCo dated as of the date hereof.

“Single Business Return” means any Tax Return including any consolidated, combined or unitary Tax Return, that reflects or reports Tax Items relating only to the Fluent Business, on the one hand, or the IDI Business, on the other (but not both).

“Single Business Return Preparing Party” has the meaning set forth in Section 2.04(b).

“Single Business Return Reviewing Party” has the meaning set forth in Section 2.04(b).

“SpinCo” has the meaning set forth in the preamble to this Agreement.

“SpinCo Common Stock” has the meaning set forth in the Separation Agreement.

“SpinCo Entity” means any Subsidiary of SpinCo immediately after the Distribution.

“SpinCo Group” means, individually or collectively, as the case may be, SpinCo and any SpinCo Entity.

“SpinCo Taxes” means, without duplication, (a) any Taxes of (i) Cogint or any Subsidiary or former Subsidiary of Cogint attributable to assets or activities of the IDI Business, as determined pursuant to Section 2.09 or (ii) SpinCo or any Subsidiary of SpinCo and (b) any Taxes attributable to an Extraordinary Transaction occurring after the Distribution on the Distribution Date by SpinCo or a SpinCo Entity.

“Straddle Period” means any taxable period that begins on or before and ends after the Distribution Date.

“Subsidiary” means, with respect to any Person (a) a corporation more than fifty percent (50%) of the voting or capital stock of which is owned, directly or indirectly, by such Person or (b) a limited liability company,



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partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns more than fifty percent (50%) of the equity economic interests thereof or for which such Person, directly or indirectly, has the power to elect or direct the election of more than fifty percent (50%) of the members of the governing body or which such Person otherwise has control (e.g., as the managing partner or managing member of a partnership or limited liability company, as the case may be).

“Tax” means (a) all taxes, charges, fees, duties, levies, imposts, or other similar assessments, imposed by any U.S. federal, state or local or foreign governmental authority, including net income, gross income, gross receipts, excise, real property, personal property, sales, use, service, service use, license, lease, capital stock, transfer, recording, franchise, business organization, occupation, premium, environmental, windfall profits, profits, customs, duties, payroll, wage, withholding, social security, employment, unemployment, insurance, severance, workers compensation, excise, stamp, alternative minimum, estimated, value added, ad valorem, hospitality, accommodations, transient accommodations, unclaimed property, escheat and other taxes, charges, fees, duties, levies, imposts, or other similar assessments, (b) any interest, penalties or additions attributable thereto and (c) all liabilities in respect of any items described in clauses (a) or (b) payable by reason of assumption, transferee or successor liability, operation of Law or Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law).

“Tax Attributes” means net operating losses, capital losses, tax credit carryovers, earnings and profits, foreign tax credit carryovers, overall foreign losses, previously taxed income, tax bases, separate limitation losses and any other losses, deductions, credits or other comparable items that could affect a Tax liability for a past or future taxable period.

“Tax Benefit” means any refund, credit, or other reduction in Tax payments otherwise required to be made to a Taxing Authority, including for the avoidance of doubt, any actual Tax savings if, as and when realized arising from a step-up in Tax basis or an increase in a Tax Attribute.

“Tax Cost” means any increase in Tax payments otherwise required to be made to a Taxing Authority (or any reduction in any refund otherwise receivable from any Taxing Authority).

“Tax Group” means the members of a consolidated, combined, unitary or other tax group (determined under applicable U.S., State or foreign Income Tax law) which includes Cogint or SpinCo, as the context requires, but for the avoidance of doubt, (i) Cogint’s Tax Group does not include any members of the SpinCo Group and (ii) SpinCo’s Tax Group does not include any members of the Cogint Group.

“Tax Item” means any item of income, gain, loss, deduction, credit, recapture of credit or any other item which increases or decreases Taxes paid or payable.

“Tax Matter” has the meaning set forth in Section 6.01(a).

“Tax Proceeding” means any audit, assessment of Taxes, pre-filing agreement, other examination by any Taxing Authority, proceeding, appeal of a proceeding or litigation relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

“Tax Return” means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, or declaration of estimated Tax) required to be supplied to, or filed with, a Taxing Authority in connection with the payment, determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax and any amended Tax return or claim for refund.

“Taxing Authority” means any governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

“Transfer Taxes” means all sales, use, transfer, real property transfer, intangible, recordation, registration, documentary, stamp or similar Taxes imposed on the Restructuring, the Contribution, the Distribution, the sale of the Purchased Shares, or the payment of the Cash Dividend.

“Treasury Regulations” means the final and temporary (but not proposed) Income Tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“U.S.” means the United States of America.

#### **TERMS DEFINED IN THIS AGREEMENT**

Accounting Firm	7.01
Agreement	Preamble
Carryback	4.02
Cogint Board	Recitals
Distribution	Recitals
Information	6.01(a)
Preparing Party	2.04(a)(ii)
Restructuring	Recitals
Retention Period	6.02
Reviewing Party	2.04(a)(ii)
Single Business Return Preparing Party	2.04(b)
Single Business Return Reviewing Party	2.04(b)
SpinCo	Preamble
Tax Matter	6.01(a)

Section 1.02 Additional Definitions. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Separation Agreement.

## **ARTICLE II**

### **PREPARATION, FILING AND PAYMENT OF TAXES SHOWN DUE ON TAX RETURNS**

#### **Section 2.01 Cogint Consolidated Returns.**

(a) Cogint Consolidated Returns. Cogint shall prepare and file all Cogint Consolidated Returns for a Pre-Closing Period or a Straddle Period, and shall pay all Taxes shown to be due and payable on such Tax Returns; provided that SpinCo shall reimburse Cogint for any such Taxes that are SpinCo Taxes.

(b) Extraordinary Transactions. Notwithstanding anything to the contrary in this Agreement, for all Tax purposes, the Parties shall report any Extraordinary Transactions that are caused or permitted by SpinCo or any SpinCo Entity on the Distribution Date after the Distribution as occurring on the day after the Distribution Date pursuant to Treasury Regulation Section 1.1502-76(b)(1)(ii)(B) or any similar or analogous provision of state, local or foreign Law.

#### **Section 2.02 Mixed Business Tax Returns.**

(a) Subject to Section 2.02(b), Cogint shall prepare (or cause a Cogint Entity to prepare) and Cogint, a Cogint Entity or SpinCo shall file (or cause to be filed) any Mixed Business Tax Returns for a Pre-Closing Period or a Straddle Period and shall pay, or cause such Cogint Entity to pay, all Taxes shown to be due and payable on such Tax Returns; provided that SpinCo shall reimburse Cogint for any such Taxes that are SpinCo Taxes.

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(b) SpinCo shall prepare and file (or cause a SpinCo Entity to prepare and file) any Mixed Business Tax Returns for a Pre-Closing Period or a Straddle Period required to be filed by SpinCo or a SpinCo Entity after the Distribution Date, and SpinCo shall pay, or cause such SpinCo Entity to pay, all Taxes shown to be due and payable on such Tax Returns; provided that Cogint shall reimburse SpinCo for any such Taxes that are Cogint Taxes.

Section 2.03 Single Business Returns.

(a) Cogint shall prepare and file (or cause a Cogint Entity to prepare and file) any Single Business Returns for a Pre-Closing Period or a Straddle Period required to be filed by Cogint or a Cogint Entity and shall pay, or cause such Cogint Entity to pay, all Taxes shown to be due and payable on such Tax Returns; provided that SpinCo shall reimburse Cogint for any such Taxes that are SpinCo Taxes.

(b) SpinCo shall prepare and file (or cause a SpinCo Entity to prepare and file) any Single Business Returns for a Pre-Closing Period or a Straddle Period required to be filed by SpinCo or a SpinCo Entity and shall pay, or cause such SpinCo Entity to pay, all Taxes shown to be due and payable on such Tax Returns; provided that Cogint shall reimburse SpinCo for any such Taxes that are Cogint Taxes.

Section 2.04 Tax Return Procedures.

(a) Procedures relating to Tax Returns other than Single Business Returns.

(i) Cogint Consolidated Returns. With respect to all Cogint Consolidated Returns for the taxable year which includes the Distribution Date, Cogint shall use the closing of the books method under (A) Treasury Regulation Section 1.1502-76 (including adopting the “end of the day rule” described therein) and (B) Section 382 of the Code and any applicable Treasury Regulations promulgated thereunder. To the extent that the positions taken on any Cogint Consolidated Tax Return would reasonably be expected to materially adversely affect the Tax position of SpinCo or a SpinCo Entity for any period after the Distribution Date, Cogint shall prepare the portions of such Tax Return that relates to the IDI Business in a manner that is consistent with Past Practice unless otherwise required by applicable Law or agreed to in writing by the Parties, and shall provide a draft of such portion of such Tax Return to SpinCo for its review and comment at least thirty (30) days prior to the Due Date for such Tax Return, provided, however, that nothing herein shall prevent Cogint from timely filing any such Tax Return. In the event that Past Practice is not applicable to a particular item or matter, Cogint shall determine the reporting of such item or matter in good faith. The Parties shall negotiate in good faith to resolve all disputed issues. Any disputes that the Parties are unable to resolve shall be resolved by the Accounting Firm pursuant to Section 7.01. In the event that any dispute is not resolved (whether pursuant to good faith negotiations among the Parties or by the Accounting Firm) prior to the Due Date for the filing of any such Tax Return, such Tax Return shall be timely filed by Cogint and Cogint agrees to amend such Tax Return as necessary to reflect the resolution of such dispute in a manner consistent with such resolution.

(ii) Mixed Business Tax Returns. To the extent that the positions taken on any Mixed Business Tax Return would reasonably be expected to materially adversely affect the Tax position of the party other than the party that is required to prepare and file any such Tax Return pursuant to Section 2.02 (the “Reviewing Party”) in any Post-Closing Period, the party required to prepare and file such Tax Return (the “Preparing Party”) shall prepare the portions of such Tax Return that relates to the business of the Reviewing Party (the IDI Business or the Fluent Business, as the case may be) in a manner that is consistent with Past Practice unless otherwise required by applicable Law or agreed to in writing by the Parties, and shall provide a draft of such portion of such Tax Return to the Reviewing Party for its review and comment at least thirty (30) days prior to the Due Date for such Tax Return, provided, however, that nothing herein shall prevent the Preparing Party from timely filing any such Tax Return. In the event that Past Practice is not applicable to a

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particular item or matter, the Preparing Party shall determine the reporting of such item or matter in good faith. The Parties shall negotiate in good faith to resolve all disputed issues. Any disputes that the Parties are unable to resolve shall be resolved by the Accounting Firm pursuant to Section 7.01. In the event that any dispute is not resolved (whether pursuant to good faith negotiations among the Parties or by the Accounting Firm) prior to the Due Date for the filing of any such Tax Return, such Tax Return shall be timely filed by the Preparing Party and the Parties agree to amend such Tax Return as necessary to reflect the resolution of such dispute in a manner consistent with such resolution.

(b) Procedures relating to Single Business Returns. The Party that is required to prepare and file any Single Business Return pursuant to Section 2.03 (the “Single Business Return Preparing Party”) which reflects Taxes which are reimbursable by the other Party (the “Single Business Return Reviewing Party”), in whole or in part, shall (x) unless otherwise required by Law or agreed to in writing by the Single Business Return Reviewing Party, prepare such Tax Return in a manner consistent with Past Practice to the extent such items affect the Taxes for which the Single Business Return Reviewing Party is responsible pursuant to this Agreement, and (y) submit to the Single Business Return Reviewing Party a draft of any such Tax Return (or to the extent practicable the portion of such Tax Return that relates to Taxes for which the Single Business Return Reviewing Party is responsible pursuant to this Agreement) along with a statement setting forth the calculation of the Tax shown due and payable on such Tax Return reimbursable by the Single Business Return Reviewing Party under Section 2.03 at least thirty (30) days prior to the Due Date for such Tax Return provided, however, that nothing herein shall prevent the Single Business Return Preparing Party from timely filing any such Single Business Return. The Parties shall negotiate in good faith to resolve all disputed issues. Any disputes that the Parties are unable to resolve shall be resolved by the Accounting Firm pursuant to Section 7.01. In the event that any dispute is not resolved (whether pursuant to good faith negotiations among the Parties or by the Accounting Firm) prior to the Due Date for the filing of any Single Business Return, such Single Business Return shall be timely filed by the Single Business Return Preparing Party and the Parties agree to amend such Single Business Return as necessary to reflect the resolution of such dispute in a manner consistent with such resolution.

Section 2.05 Amended Returns. Except as provided in Section 2.04 to reflect the resolution of any dispute by the Accounting Firm pursuant to Section 7.01, (a) except with the prior written consent of Cogint (such consent not to be unreasonably withheld, delayed or conditioned), SpinCo shall not, and shall not permit any SpinCo Entity to, amend any Tax Return of SpinCo or any SpinCo Entity for any Pre-Closing Period or Straddle Period to the extent such amendment could reasonably be expected to result in an indemnification obligation on the part of Cogint pursuant to Article III or otherwise increase the Taxes of any member of the Cogint Group and (b) except with the prior written consent of SpinCo (such consent not to be unreasonably withheld, delayed or conditioned), Cogint shall not, and shall not permit any Cogint Entity to, amend any Tax Return for any Pre-Closing Period or Straddle Period to the extent such amendment could reasonably be expected to result in an indemnification obligation on the part of SpinCo pursuant to Article III or otherwise increase the Taxes of any member of the Spinco Group.

Section 2.06 Straddle Period Tax Allocation. Cogint and SpinCo shall take all actions necessary or appropriate to close the taxable year of SpinCo and each SpinCo Entity for all Tax purposes as of the close of the Distribution Date to the extent permissible or required under applicable Law. If applicable Law does not require or permit SpinCo or a SpinCo Entity, as the case may be, to close its taxable year on the Distribution Date, then the allocation of income or deductions required to determine any Taxes or other amounts attributable to the portion of the Straddle Period ending on, or beginning after, the Distribution Date shall be made by means of a closing of the books and records of SpinCo or such SpinCo Entity as of the close of the Distribution Date; provided that exemptions, allowances or deductions that are calculated on an annual or periodic basis shall be allocated between such portions in proportion to the number of days in each such portion; provided, further, that real property and other property or similar periodic Taxes shall be apportioned on a per diem basis.

Section 2.07 Timing of Payments. All Taxes required to be paid or caused to be paid pursuant to this Article II by either Cogint or a Cogint Entity or SpinCo or a SpinCo Entity, as the case may be, to an applicable

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Taxing Authority or reimbursed by Cogint or SpinCo to the other Party pursuant to this Agreement, shall, in the case of a payment to a Taxing Authority, be paid on or before the Due Date for the payment of such Taxes and, in the case of a reimbursement to the other Party, be paid at least two (2) business days before the Due Date for the payment of such Taxes by the other Party; provided that the Party seeking reimbursement shall furnish such other Party reasonably satisfactory documentation setting forth the basis for, and calculation of, the amount of such reimbursement obligation at least twenty (20) days before such Due Date.

Section 2.08 Expenses. Except as provided in Section 7.01 in respect of the expenses relating to the Accounting Firm, each Party shall bear its own expenses incurred in connection with this Article II.

Section 2.09 Apportionment of SpinCo Taxes. For all purposes of this Agreement, but subject to Section 4.03, Cogint and SpinCo shall jointly determine in good faith which Tax Items are properly attributable to assets or activities of the IDI Business (and in the case of a Tax Item that is properly attributable to both the IDI Business and the Fluent Business, the allocation of such Tax Item between the IDI Business and the Fluent Business) in a manner consistent with the Past Practices of the Parties and the provisions of this Agreement and any disputes shall be resolved by the Accounting Firm in accordance with Section 7.01.

Section 2.10 Distribution Tax Reporting. The Parties shall cause the Distribution to be reported to holders of Cogint Common Stock on IRS Form 1099-DIV. The Parties shall not take any position on any U.S. federal or state income tax return or take any other U.S. tax reporting position that is inconsistent with the treatment of the Distribution as a distribution to which Section 301 of the Code applies, except as otherwise required by applicable Law.

### ARTICLE III

#### INDEMNIFICATION

Section 3.01 Indemnification by Cogint. Subject to Section 3.03, Cogint shall pay, and shall indemnify and hold the SpinCo Group harmless from and against, without duplication, (a) all Cogint Taxes, (b) all Taxes incurred by SpinCo or any SpinCo Entity arising out of, attributable to, or resulting from the breach by Cogint of any of its covenants hereunder, and (c) any out-of-pocket costs and expenses related to the foregoing (including reasonable attorneys' fees and expenses).

Section 3.02 Indemnification by SpinCo. Subject to Section 3.03, SpinCo shall pay, and shall indemnify and hold the Cogint Group harmless from and against, without duplication, (a) all SpinCo Taxes, (b) all Taxes incurred by Cogint or any Cogint Entity arising out of, attributable to, or resulting from the breach by SpinCo of any of its covenants hereunder, and (c) any out-of-pocket costs and expenses related to the foregoing (including reasonable attorneys' fees and expenses).

Section 3.03 Characterization of and Adjustments to Payments.

(a) For all Tax purposes, Cogint and SpinCo shall treat any payment by Cogint to a member of the SpinCo Group or by SpinCo to a member of the Cogint Group required by this Agreement (other than payments with respect to interest accruing after the Distribution Date) as either a contribution by Cogint to SpinCo or a distribution by SpinCo to Cogint, as the case may be, occurring immediately prior to the Distribution.

(b) Notwithstanding the foregoing, the amount that any Indemnifying Party is or may be required to provide indemnification to or on behalf of any Indemnified Party pursuant to Article III of this Agreement shall be (i) decreased to take into account any Tax Benefit to the Indemnified Party (or any of its affiliates) arising from the incurrence or payment of the relevant indemnified item and actually realized in or prior to the taxable year succeeding the taxable year in which the indemnified item is incurred (which Tax Benefit would not

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have arisen or been allowable but for such indemnified item), and (ii) increased to take into account any actual Tax Cost of the Indemnified Party (or any of its affiliates) arising from the receipt of the relevant indemnity payment.

Section 3.04 Timing of Indemnification Payments. Indemnification payments in respect of any liabilities for which an Indemnified Party is entitled to indemnification pursuant to this Article III shall be paid by the Indemnifying Party to the Indemnified Party within ten (10) days after written notification thereof by the Indemnified Party, including reasonably satisfactory documentation setting forth the basis for, and calculation of, the amount of such indemnification payment, or within ten (10) days after resolution pursuant to Section 7.01.

Section 3.05 Indemnification Payments under Ancillary Agreements. To the extent that an indemnification payment is made under any Ancillary Agreement, such indemnification payment shall be decreased to take into account the Tax Benefit actually realized (whether directly or indirectly) by the indemnified party and increased to take into account any Tax Cost actually incurred (whether directly or indirectly) by the indemnified party under principles analogous to the principles described in Section 3.03 hereof.

## ARTICLE IV

### REFUNDS, CARRYBACKS, TIMING DIFFERENCE AND TAX ATTRIBUTES

#### Section 4.01 Refunds and Credits.

(a) Except as provided in Section 4.02, Cogint shall be entitled to all Refunds of Taxes for which Cogint is responsible pursuant to Article III, and SpinCo shall be entitled to all Refunds of Taxes for which SpinCo is responsible pursuant to Article III. For the avoidance of doubt, to the extent that a particular Refund of Taxes may be allocable to a Straddle Period with respect to which the Parties may share responsibility pursuant to Article III, the portion of such Refund to which each Party will be entitled shall be determined by comparing the amount of payments made by a Party (or any member of such Party's Group) to a Taxing Authority or to the other Party (and reduced by the amount of payments received from the other Party) pursuant to Articles II and III hereof with the Tax liability of such Party as determined under Section 2.06, taking into account the facts as utilized for purposes of claiming such Refund. If a Party (or any member of its Tax Group) receives a Refund to which the other Party is entitled pursuant to this Agreement, such Party shall pay the amount to which such other Party is entitled (net of any Taxes imposed with respect to such refund and any other reasonable out-of-pocket costs incurred by such Party) within ten (10) days after the receipt of the Refund.

(b) Notwithstanding Section 4.01(a), to the extent that a Party (or any member of its Tax Group) applies or causes to be applied an overpayment of Taxes as a credit toward or a reduction in Taxes otherwise payable (or a Taxing Authority requires such application in lieu of a Refund) and such overpayment of Taxes, if received as a Refund, would have been payable by such Party to the other Party pursuant to this Section 4.01, such Party shall pay such amount to the other Party no later than ten (10) days following the date on which the overpayment is reflected on a filed Tax Return.

(c) To the extent that the amount of any Refund under this Section 4.01 is later reduced by a Taxing Authority or in a Tax Proceeding, such reduction shall be allocated to the Party to which such Refund was allocated pursuant to this Section 4.01 and an appropriate adjusting payment shall be made.

Section 4.02 Carrybacks. Except to the extent otherwise consented to by Cogint or prohibited by applicable Law, SpinCo (or the appropriate member of its Tax Group) shall elect to relinquish, waive or otherwise forgo the carryback of any loss, credit or other Tax Attribute from any Post-Closing Period to any Pre-Closing Period or Straddle Period with respect to members of the SpinCo Group (a "Carryback"). In the event that SpinCo (or the appropriate member of its Tax Group) is prohibited by applicable Law to relinquish,

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waive or otherwise forgo a Carryback (or Cogint consents to a Carryback), Cogint shall cooperate with SpinCo, at SpinCo's expense, in seeking from the appropriate Taxing Authority such Refund as reasonably would result from such Carryback, to the extent that such Refund is directly attributable to such Carryback, and shall pay over to SpinCo the amount of such Refund, net of any Taxes imposed on the receipt of such Refund and any other reasonable out-of-pocket costs, within ten (10) days after such Refund is received.

Section 4.03 Tax Attributes.

(a) As soon as reasonably practicable after the Distribution Date, Cogint shall reasonably determine in good faith the allocation of Tax Attributes, as well as any limitations on the use thereof, arising in a Pre-Closing Period to the Cogint Group and the SpinCo Group in accordance with the Code and Treasury Regulations including Treasury Regulations Sections 1.1502-9T(c), 1.1502-21, 1.1502-21T, 1.1502-22, 1.1502-79 and, if applicable, 1.1502-79A, and 1.1502-95 (and any applicable state, local and foreign Tax Laws). Subject to the preceding sentence, Cogint shall be entitled to make any determination as to (A) basis, and (B) valuation, and shall make such determinations reasonably and in good faith and consistent with Past Practice, where applicable. Cogint shall consult in good faith with SpinCo regarding such allocation of Tax Attributes and determinations as to basis and valuation, and shall consider in good faith any comments received in writing from SpinCo regarding such allocation and determinations. Cogint and SpinCo hereby agree to compute all Taxes for Post-Closing Periods consistently with the determination of the allocation of Tax Attributes pursuant to this Section 4.03(a) unless otherwise required by a Final Determination.

(b) To the extent that the amount of any Tax Attribute is later reduced or increased by a Taxing Authority or Tax Proceeding, such reduction or increase shall be allocated to the Party to which such Tax Attribute was allocated pursuant to Section 4.03(a).

Section 4.04 Timing Differences. If pursuant to a Final Determination an Adjustment (i) increases the amount of liability for any Taxes for which a member of the Cogint Group is responsible hereunder and a Tax Benefit is made allowable to SpinCo or a member of its Tax Group for any Tax period after the Distribution Date, which Tax Benefit would not have arisen or been allowable but for such Adjustment, and which Tax Benefit reduces Taxes in respect of a Tax period for which SpinCo or a member of its Tax Group is liable (and for which no member of the Cogint Group is liable) or (ii) increases the amount of liability for any Taxes for which a member of the SpinCo Group is responsible hereunder and a Tax Benefit is made allowable to Cogint or a member of its Tax Group for any Tax period prior to the Distribution Date, which Tax Benefit would not have arisen or been allowable but for such Adjustment, and which Tax Benefit reduces Taxes in respect of a Tax period which Cogint or a member of its Tax Group is liable (and for which no member of the SpinCo Group is liable), then SpinCo or Cogint, as the case may be, shall make a payment to either Cogint or SpinCo, as appropriate, within thirty (30) days of the date that such paying Party (or any of its Tax Group members) actually receives such Tax Benefit (determined by comparing its (and its Tax Group members') Tax liability with and without the Tax consequences of the Adjustment), which payment shall not exceed the increase in the amount of liability for any Taxes resulting from such Adjustment, for which a member of the Cogint Group or SpinCo Group, as the case may be, is responsible hereunder.

Section 4.05 Tax Benefit Determinations. Notwithstanding anything herein to the contrary, if and to the extent a Party owns, directly or indirectly, less than 100% of the equity of any entity and as a result of such less-than-100% ownership interest in the entity such entity is not a member of the Party's Tax Group, then the amount of the Tax Benefit payment under Article IV shall be appropriately adjusted to take into account the percentage ownership (based on value) of any such entity, and shall be determined and due and owing even if such entity is not a member of the Tax Group of a Party.

Section 4.06 Supporting Documentation. If a Party seeks any payment from the other Party pursuant to Article IV, the requesting Party shall furnish such other Party reasonably satisfactory documentation setting forth the basis for, and the calculation of, the amount of such payment obligation. If such other Party disagrees with

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the determination of the amount of the payment obligation set forth therein, any disputes shall be resolved by the Accounting Firm in accordance with Section 7.01

## ARTICLE V

### TAX PROCEEDINGS

Section 5.01 Notification of Tax Proceedings. Within ten (10) days after an Indemnified Party becomes aware of the commencement of a Tax Proceeding that may give rise to Taxes for which an Indemnifying Party is responsible pursuant to Article III, such Indemnified Party shall notify the Indemnifying Party of such Tax Proceeding, and thereafter shall promptly forward or make available to the Indemnifying Party copies of notices and communications relating to such Tax Proceeding. The failure of the Indemnified Party to notify the Indemnifying Party of the commencement of any such Tax Proceeding within such ten (10) day period or promptly forward any further notices or communications shall not relieve the Indemnifying Party of any obligation which it may have to the Indemnified Party under this Agreement except to the extent that the Indemnifying Party is prejudiced by such failure.

#### Section 5.02 Tax Proceeding Procedures Generally.

(a) Tax Proceedings relating to Cogint Consolidated Returns. Cogint shall be entitled to contest, compromise, control and settle any adjustment or deficiency proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Cogint Consolidated Return; provided that to the extent such Tax Proceeding could reasonably be expected to adversely affect the amount of Taxes for which SpinCo is responsible pursuant to Article III less the amount payable to SpinCo pursuant to Section 4.04, Cogint shall (i) defend such Tax Proceeding diligently and in good faith and (ii) shall keep SpinCo informed in a timely manner of all actions proposed to be taken by Cogint with respect to such Tax Proceeding (or to the extent practicable the portion of such Tax Proceeding that relates to Taxes for which SpinCo is responsible pursuant to Article III), (C) shall permit SpinCo to participate (at SpinCo's sole expense) in all proceedings with respect to such tax Proceeding (or to the extent practicable the portion of such Tax Proceeding that relates to Taxes for which SpinCo is responsible pursuant to Article III), and (D) shall not settle any such Tax Proceeding without the prior written consent of SpinCo, which shall not be unreasonably withheld, conditioned or delayed.

(b) Tax Proceedings relating to Other Returns. The Preparing Party (in the case of a Mixed Business Tax Return) or the Single Business Return Preparing Party (in the case of a Single Business Return) shall be entitled to contest, compromise, control and settle any adjustment or deficiency proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Mixed Business Tax Return or Single Business Return; provided that to the extent such Tax Proceeding could reasonably be expected to adversely affect the amount of Taxes for which the Reviewing Party or Single Business Return Reviewing Party (as applicable) is responsible pursuant to Article III, the controlling party shall (A) defend such Tax Proceeding diligently and in good faith, (B) shall keep the non-controlling party informed in a timely manner of all actions proposed to be taken by the controlling party with respect to such Tax Proceeding (or to the extent practicable the portion of such Tax Proceeding that relates to Taxes for which the non-controlling party is responsible pursuant to Article III), (C) shall permit the non-controlling party to participate (at the non-controlling party's sole expense) in all proceedings with respect to such Tax Proceeding (or to the extent practicable the portion of such Tax Proceeding that relates to Taxes for which the non-controlling party is responsible pursuant to Article III), and (D) shall not settle any such Tax Proceeding without the prior written consent of the non-controlling party, which shall not be unreasonably withheld, conditioned or delayed.



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**ARTICLE VI**  
**COOPERATION**

Section 6.01 General Cooperation.

(a) The Parties shall each cooperate fully (and each shall cause its respective Subsidiaries to cooperate fully) with all reasonable requests in writing from another Party hereto, or from an agent, representative or advisor to such Party, in connection with the preparation and filing of Tax Returns, claims for Refunds, Tax Proceedings, and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of either of the Parties or their respective Subsidiaries covered by this Agreement and in connection with any financial reporting matter relating to Taxes (a "Tax Matter"). Such cooperation shall include the provision of any information reasonably necessary or helpful in connection with a Tax Matter ("Information") and shall include, without limitation:

(i) the provision of any Tax Returns, other than any Cogint Consolidated Return, of the Parties and their respective Subsidiaries, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities (or, in the case of any Mixed Business Income Tax Return, to the extent practicable, the portion of such Tax Return that relates to Taxes for which SpinCo is responsible pursuant to this Agreement);

(ii) the execution of any document (including any power of attorney) in connection with any Tax Proceedings of either of the Parties or their respective Subsidiaries, or the filing of a Tax Return or a Refund claim of the Parties or any of their respective Subsidiaries;

(iii) the use of the Party's reasonable best efforts to obtain any documentation in connection with a Tax Matter;

(iv) the use of the Party's reasonable best efforts to obtain any Tax Returns (including accompanying schedules, related work papers, and documents) (other than any Cogint Consolidated Return), documents, books, records or other information in connection with the filing of any Tax Returns of either of the Parties or their Subsidiaries (or, in the case of any Mixed Business Income Tax Return, to the extent practicable, the portion of such Tax Return, documents, books, records or other information that relates to Taxes for which SpinCo is responsible pursuant to this Agreement); and

(v) the making of each Party's employees, advisors, and facilities available on a reasonable and mutually convenient basis in connection with the foregoing matters.

(b) Notwithstanding anything in this Agreement to the contrary, neither Party shall be required to provide the other Party or any of such other Party's Subsidiaries access to or copies of information, documents or personnel if such action could reasonably be expected to result in the waiver of any Privilege. In the event that either Party determines that the provision of any information or documents to the other Party or any of such other Party's Subsidiaries could be commercially detrimental, violate any law or agreement or waive any Privilege, the Parties shall use commercially reasonable efforts to permit compliance with its obligations hereunder in a manner that avoids any such harm or consequence.

(c) The Parties shall perform all actions required or permitted under this Agreement in good faith. If one Party requests the cooperation of the other Party pursuant to this Section 6.01 or any other provision of this Agreement, except as otherwise expressly provided in this Agreement, the requesting Party shall reimburse such other Party for all reasonable out-of-pocket costs and expenses incurred by such other Party in complying with the requesting Party's request.

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Section 6.02 Retention of Records. Cogint and SpinCo shall retain or cause to be retained all Tax Returns, schedules and work papers, and all material records or other documents relating thereto in their possession, in each case that relate to a Pre-Closing Period, until the later of the six-year anniversary of the filing of the relevant Tax Return or, upon the written request of the other Party, for a reasonable time thereafter (the "Retention Period"). Upon the expiration of the Retention Period, the foregoing information may be destroyed or disposed of by the Party retaining such documentation or other information unless the other Party otherwise requests in writing before the expiration of the Retention Period. In such case, the Party retaining such documentation or other information shall deliver such materials to the other Party or continue to retain such materials, in either case at the expense of such other Party.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01 Dispute Resolution. In the event of any dispute between the Parties as to any matter covered by this Agreement, the Parties shall appoint a nationally recognized public accounting firm reasonably acceptable to both of the Parties (the "Accounting Firm") to resolve such dispute. In this regard, the Accounting Firm shall make determinations with respect to the disputed items based solely on representations made by Cogint and SpinCo and their respective representatives, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination within the ranges submitted by the Parties. The Parties shall require the Accounting Firm to resolve all disputes no later than thirty (30) days after the submission of such dispute to the Accounting Firm, and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Parties. The Accounting Firm shall resolve all disputes in a manner consistent with this Agreement and, to the extent not inconsistent with this Agreement, in a manner consistent with the Past Practices of Cogint and its Subsidiaries, except as otherwise required by applicable Law. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The total costs and expenses of the Accounting Firm will be allocated and borne between Cogint and SpinCo based upon that percentage of such fees and expenses equal to the percentage of the dollar value of the proposed determinations submitted to the Accounting Firm determined in favor of the other Party; provided, that if in light of the nature of the dispute the foregoing is not feasible, such costs and expenses shall be borne equally by the Parties. Any initial retainer required by the Accounting Firm shall be funded equally by the Parties (and, following the Accounting Firm's determination, the Parties shall make appropriate payments between themselves as are necessary to give effect to the preceding sentence).

Section 7.02 Interest on Late Payments. With respect to any payment between the Parties pursuant to this Agreement not made by the due date set forth in this Agreement for such payment, the outstanding amount will accrue interest at a rate per annum equal to the prime rate published in the Wall Street Journal for the relevant period.

Section 7.03 Survival of Covenants. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Distribution and remain in full force and effect in accordance with their applicable terms.

Section 7.04 Successors. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to either of the Parties hereto (including without limitation any successor of Cogint or SpinCo succeeding to the Tax Attributes of either under Section 381 of the Code), to the same extent as if such successor had been an original party to this Agreement.

Section 7.05 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of

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this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner.

Section 7.06 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement, the Separation Agreement and the other Ancillary Agreements constitute the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties hereto with respect to the subject matter of this Agreement.

Section 7.07 Assignment; No Third-Party Beneficiaries. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties hereto, except that each Party may assign (a) any or all of its rights and obligations under this Agreement to any of its Subsidiaries and (b) any or all of its rights and obligations under this Agreement in connection with a sale or disposition of any of its assets or entities or lines of business; provided, however, that, in each case, no such assignment shall release such Party from any liability or obligation under this Agreement. Except as provided in Article III with respect to indemnified Parties, this Agreement is for the sole benefit of the Parties to this Agreement and their respective Subsidiaries and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.08 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is or is to be thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by the Parties to this Agreement.

Section 7.09 Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by the Parties to this Agreement. No waiver by any Party of any provision of this Agreement shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 7.10 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs, clauses, exhibits and schedules of this Agreement unless otherwise specified; (c) the terms “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to “\$” shall mean U.S. dollars; (e) the word “including” and words of similar import when used in this Agreement shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) Cogint and SpinCo have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in this Agreement or any interim drafts of this Agreement; and (k) a reference to any Person includes such Person’s successors and permitted assigns.

Section 7.11 Counterparts. This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 7.12 Coordination with the Employee Matters Agreements. To the extent any covenants or agreements between the Parties with respect to employee withholding Taxes are set forth in the Employee Matters Agreement, such Taxes shall be governed exclusively by the Employee Matters Agreement and not by this Agreement.

Section 7.13 Confidentiality. The parties hereby agree that the provisions of the Confidentiality Agreement shall apply to all information and material furnished by any Party or its representatives hereunder (including any Information and any Tax Returns).

Section 7.14 Expenses. Except as otherwise provided in this Agreement, whether or not the Distribution or the other transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs or expenses.

Section 7.15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 7.16 Notices. Any notice, demand, claim or other communication under this Agreement will be in writing and will be deemed to have been given (a) on delivery if delivered personally; (b) on the date on which delivery thereof is guaranteed by the carrier if delivered by a national courier guaranteeing delivery within a fixed number of days of sending; or (c) on the date of facsimile or email transmission thereof if delivery is confirmed, but, in each case, only if addressed to the Parties in the following manner at the following addresses or facsimile numbers (or at the other address or other number as a Party may specify by notice to the others):

If to: Cogint after the Distribution Date, to:

2650 North Military Trail, Suite 300  
Boca Raton, FL 33431  
Attn: Chief Executive Officer  
Email: [derek@cogint.com](mailto:derek@cogint.com)  
Fax: (561) 571-2712

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

Akerman LLP  
Three Brickell City Centre  
98 Southeast Seventh Street, Suite 1100  
Miami, Florida 33131

Attention: Teddy D. Klinghoffer  
Mary V. Carroll

Email: [teddy.klinghoffer@akerman.com](mailto:teddy.klinghoffer@akerman.com)  
[mary.carroll@akerman.com](mailto:mary.carroll@akerman.com)

Fax: (954) 463-2224

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If to: SpinCo, prior to or after the Distribution Date (or if to Cogint before the Distribution Date) to:

2650 North Military Trail, Suite 300  
Boca Raton, FL 33431  
Attn: Chief Executive Officer  
Email: derek@cogint.com  
Fax: (561) 571-2712

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

Akerman LLP  
Three Brickell City Centre  
98 Southeast Seventh Street, Suite 1100  
Miami, Florida 33131  
Attention: Teddy D. Klinghoffer  
Mary V. Carroll  
  
Email: [teddy.klinghoffer@akerman.com](mailto:teddy.klinghoffer@akerman.com)  
[mary.carroll@akerman.com](mailto:mary.carroll@akerman.com)  
Fax: (954) 463-2224

Any notice to Cogint will be deemed notice to all members of the Cogint Group, and any notice to SpinCo will be deemed notice to all members of the SpinCo Group.

Section 7.17 Coordination with Ancillary Agreements. Except as explicitly set forth in the Separation Agreement or any other Ancillary Agreement, this Agreement shall be the exclusive agreement among the Parties with respect to all Tax matters, including indemnification in respect of Tax matters. The Parties agree that this Agreement shall take precedence over any and all agreements among the Parties with respect to Tax matters.

Section 7.18 Effective Date. This Agreement shall become effective only upon the occurrence of the Distribution.

*[The remainder of this page is intentionally left blank.]*

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

Cogint, Inc.

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

Red Violet, Inc.

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

**EMPLOYEE MATTERS AGREEMENT**

**by and between**

**COGINT, INC.**

**and**

**RED VIOLET, INC.**

**dated as of**

**February 27, 2018**

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SCHEDULES

2.01(a)(1) Certain SpinCo Employees

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## **EMPLOYEE MATTERS AGREEMENT**

This EMPLOYEE MATTERS AGREEMENT, dated as of February 27, 2018 (this "Agreement"), is entered into by and between Cogint, Inc., a Delaware corporation ("Cogint") and Red Violet, Inc., a Delaware corporation ("SpinCo"). Each of Cogint and SpinCo is referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to such terms in the Separation Agreement (as defined below).

### **RECITALS**

WHEREAS, pursuant to that certain Separation and Distribution Agreement (the "Separation Agreement") dated as of the date hereof, by and among Cogint and SpinCo, Cogint and SpinCo have set out the terms on which, and the conditions subject to which, they wish to implement the Internal Reorganization and the Spin-Off; and

WHEREAS, in connection with the foregoing, the Parties have entered into this Agreement to allocate, among Cogint and SpinCo, Assets, Liabilities and responsibilities with respect to certain employee compensation, benefits, labor and certain other employment matters pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE I DEFINITIONS**

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

"Closing Plan Year" means the calendar year in which the Business Transfer Time occurs.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor federal income tax Law. Reference to a specific Code provision also includes any temporary or final regulation in force under that provision.

"Cogint" has the meaning specified in the preamble of this Agreement.

"Cogint Common Stock" means the common stock, par value \$0.0005, of Cogint.

"Cogint Equity Award" means a Cogint Option or Cogint RSU.

"Cogint Health and Welfare Benefit Plans" means the health and welfare plans sponsored and maintained by Cogint or any of its subsidiaries or Affiliates, including any flexible benefit plan.

"Cogint Option" means a compensatory stock option granted under a Cogint Stock Plan or pursuant to any other agreement entered into outside of a Cogint Stock Plan.

"Cogint Benefit Plan" means any of (i) the Cogint Health and Welfare Benefit Plans, the Cogint Retirement Plan, and (ii) any other Plan that, as of the close of business on the day before the Business Transfer Time, is sponsored or maintained solely by Cogint or a Cogint Group member.

"Cogint Retirement Plan" means the Cogint, Inc. 401(k) Profit Sharing Plan and Trust, as in effect immediately prior to the Business Transfer Time.

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“Cogint RSU” means any compensatory restricted stock unit granted under a Cogint Stock Plan or pursuant to any other agreement entered into outside of a Cogint Stock Plan.

“Cogint Stock Plans” means the IDI, Inc. 2015 Stock Incentive Plan, as amended, and the SearchMedia Holdings Limited Amended and Restated 2008 Share Incentive Plan.

“Employee” means with respect to any entity, an individual who is considered, according to the payroll and other records of such entity, to be employed by such entity, whether active or inactive, on disability leave, or on other leave of absence.

“Employment Agreement” means any individual employment, offer, retention, consulting, change in control, split dollar life insurance, sale bonus, incentive bonus, severance, restrictive covenant or other employment related or individual compensatory agreement between any current or former employee and Cogint or any of its Affiliates (including SpinCo), in each case that is not exclusively related to the Fluent Business.

“Employment Claim” means any actual, threatened or potential lawsuit, arbitration, ERISA claim, or federal, state, or local judicial or administrative proceeding of whatever kind involving a demand by or on behalf of or relating to an employee, former employee, job applicant, intern or volunteer, independent contractor, leased employee, or anyone claiming to be an employee or joint employee, or by or relating to a collective bargaining agent of employees, or by or relating to any federal, state, or local government agency alleging liability against an entity as an employer or against an employee pension, welfare or other benefit plan, or an administrator, trustee or fiduciary thereof.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended. Reference to a specified provision of ERISA also includes any temporary or final regulations in force under that provision.

“Former SpinCo Employee” means former Employees of Cogint or its Affiliates (including members of the SpinCo Group) whose last employment with Cogint or its Affiliates before the Business Transfer Time was with a SpinCo Entity or was not primarily related to the Fluent Business.

“IRS” means the United States Internal Revenue Service or any successor thereto.

“Party” and “Parties” have the meaning set forth in the preamble of this Agreement.

“Plan” means any plan, policy, arrangement, contract or agreement providing compensation or benefits for any group of Employees or individual Employee, or the dependents or beneficiaries of any such Employee(s), whether formal or informal or written or unwritten, and including, without limitation, any means, whether or not legally required, pursuant to which any benefit is provided by an employer to any Employee or the beneficiaries of any such Employee. The term “Plan” as used in this Agreement does not include any contract, agreement or understanding relating to settlement of actual or potential Employment Claims. Notwithstanding the foregoing, no Employment Agreement will constitute a Plan for purposes hereof.

“Plan Payee” means an individual who is entitled to payment of Plan benefits in his or her capacity as a beneficiary with respect to the benefits of a deceased participant in the Plan or an alternate payee under a qualified domestic relations order within the meaning of Section 414(p)(1)(A) of the Code and Section 206(d)(3)(B)(i) of ERISA with respect to the benefits of a participant in the Plan.

“Separation Agreement” has the meaning specified in the recitals of this Agreement.

“SpinCo” has the meaning specified in the preamble of this Agreement.

“SpinCo Benefit Plans” means any Plan that is sponsored or maintained by SpinCo or a SpinCo Entity.

“SpinCo Common Stock” has the meaning specified in the Separation Agreement.

“Workers’ Compensation Event” means the event, injury, illness or condition giving rise to a workers’ compensation claim.

**TERMS DEFINED IN THIS AGREEMENT**

Agreement	Preamble
COBRA	2.04(d)
2015 Plan Cogint Options	2.10(b)
Cogint FSAS	2.04(c)
Continuing Cogint Employee	2.01(a)
SpinCo Employee	2.01(a)
SpinCo FSAs	2.04(c)
SpinCo Health and Welfare Benefit Plans	2.04(b)
SpinCo LTD Employees	2.01(a)
SpinCo Retirement Plan	2.02(b)
WARN	3.01

Section 1.02 **Interpretation; Construction.** Unless the context of this Agreement otherwise requires:

(a) (A) words of any gender include each other gender and neuter form; (B) words using the singular or plural number also include the plural or singular number, respectively; (C) derivative forms of defined terms will have correlative meanings; (D) the terms “hereof,” “herein,” “hereby,” “hereto,” “herewith,” “hereunder” and derivative or similar words refer to this entire Agreement; (E) the terms “Article,” “Section,” “Annex,” “Exhibit,” and “Schedule” refer to the specified Article, Section, Annex, Exhibit or Schedule of this Agreement and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs; (F) the word “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” and (G) the word “or” shall be disjunctive but not exclusive;

(b) references to Contracts (including this Agreement) and other documents or Laws shall be deemed to include references to such Contract or Law as amended, restated, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions);

(c) references to any federal, state, local, or foreign statute or Law shall include all regulations promulgated thereunder; and

(d) references to any Person include references to such Person’s successors and permitted assigns, and in the case of any Governmental Authority, to any Person succeeding to its functions and capacities.

(e) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. The Parties acknowledge that each Party and its attorney has reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(f) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(g) The word “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

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(h) The term “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(i) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP unless the context otherwise requires.

(j) All monetary figures shall be in United States dollars unless otherwise specified.

Section 1.03 Survival. If the Spin-Off is consummated, the obligations set forth in this Agreement shall remain in full force and effect and shall survive the Business Transfer Time.

Section 1.04 Termination. This Agreement shall terminate automatically without any further action of the Parties upon a termination of the Separation Agreement, and no Party will have any further obligations to the other Parties.

## **ARTICLE II EMPLOYEES AND EMPLOYEE BENEFITS**

### Section 2.01 Employment.

(a) Transfer of Employees to SpinCo and Cogint. At or prior to the Business Transfer Time, Cogint and SpinCo shall take all steps necessary and appropriate so that the employment of all of the following Employees is transferred to or continued with the SpinCo Entities: (i) each Employee (other than any Employees who are on long-term disability leave as of the Business Transfer Time (such Employees, “SpinCo LTD Employees”)) whose employment duties immediately prior to the Business Transfer Time relate primarily to the IDI Business and (ii) each Employee listed on Schedule 2.01(a)(1) attached hereto (clauses (i) and (ii) collectively, the “SpinCo Employees,” and each such Employee, a “SpinCo Employee”). At or prior to the Business Transfer Time, Cogint and SpinCo shall take all steps necessary and appropriate so that the employment of all of the following Employees is transferred to or continued with the Cogint Entities: each Employee whose employment duties immediately prior to the Business Transfer Time relate primarily to the Fluent Business (collectively, the “Continuing Cogint Employees” and each such Employee a “Continuing Cogint Employee”). The Parties shall cooperate to effect transfers of employment contemplated by this Section 2.01 in a manner that does not result in severance or termination payments or benefits becoming due to any affected Employee.

(b) Continued Employment. Between the date hereof and the Business Transfer Time, the Parties shall not, and shall cause their Affiliates not to, terminate the employment of any Employees other than in the ordinary course of business and shall not transfer the employment of such Employees prior to the Business Transfer Time except as provided in Section 2.01(a).

(c) Allocation of Responsibilities as Employer; Assumption of Employment-Related Liabilities. At the Business Transfer Time SpinCo or the applicable member of the SpinCo Group shall retain or assume, as the case may be, responsibility as employer of the SpinCo Employees. In addition, at the Business Transfer Time, SpinCo shall retain or assume all Liabilities related to the employment or retention of SpinCo Employees and Former SpinCo Employees, except as specifically provided herein, including Liabilities for any Employment Claim with respect to a SpinCo Employee or Former SpinCo Employee.

(d) Employment Agreements. At or prior to the Business Transfer Time, the Parties shall cause SpinCo to assume, perform and be solely and exclusively responsible for all Employment Agreements and all obligations and Liabilities with respect thereto, to be effective as of the Business Transfer Time. On and after the Business Transfer Time, Cogint and its Affiliates (other than SpinCo Entities) shall have no obligations or liabilities with respect to such Employment Agreements. From and after the Business Transfer Time, SpinCo shall retain or

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assume all Liabilities under and perform all obligations under all SpinCo Benefit Plans and all Employment Agreements. To the extent an Employment Agreement is not transferred in accordance with this Section 2.01(d), SpinCo shall fully indemnify Cogint and any applicable Cogint Group member with respect to all Liabilities incurred in connection with such Employment Agreement (including any termination thereof).

(e) Service Credit. From and after the Spin-Off, SpinCo shall give each SpinCo Employee full credit for determining the amount of paid time off, vacation or sick leave, and the level of employer contributions under any defined contribution retirement plan, and for purposes of eligibility to participate and vesting (but not benefit accruals (if applicable)) under any employee benefit plans, arrangements, collective agreements and employment-related entitlements (including under any applicable pension, defined contribution (for example, 401(k)), deferred compensation, savings, medical, dental, life insurance, disability, vacation, long-service leave or other leave entitlements, post-retirement health and life insurance, termination indemnity, severance or separation pay plans) provided, sponsored, maintained or contributed to by SpinCo or any of its Affiliates under which such SpinCo Employee is eligible to participate after the Business Transfer Time for such SpinCo Employee's service with Cogint, SpinCo or their respective Subsidiaries prior to the Business Transfer Time, to the same extent recognized by any of Cogint, SpinCo and their respective Subsidiaries immediately prior to the Business Transfer Time, except to the extent such credit would result in the duplication of benefits for the same period of service.

(f) Independent Contractors. With respect to any independent contractor agreements that with independent contractors that relate primarily to the Fluent Business and that are not with Cogint or a Cogint Group member, the Parties shall use reasonable best efforts to assign the applicable Contract and related Liabilities to a member of the Cogint Group in the applicable jurisdiction (or such other Cogint Group member as is designated by Cogint). With respect to any independent contractor agreements with independent contractors that relate primarily to the IDI Business and that are not with SpinCo or a SpinCo Group member, the Parties shall use reasonable best efforts to assign the applicable Contract and related Liabilities to a member of the SpinCo Group in the applicable jurisdiction.

(g) SpinCo LTD Employees. Cogint shall, or shall cause a Cogint Group member to, employ or retain the employment of each SpinCo LTD Employee until such SpinCo LTD Employee returns to active work or ceases to have a right to reemployment. SpinCo shall, or cause a SpinCo Group member to, offer (upon substantially comparable terms and conditions of employment) employment to each SpinCo LTD Employee when such SpinCo LTD Employee returns to work within the latest of (i) the time period prescribed under applicable Law, (ii) the applicable leave policy governing such employee at the time the disability commenced and (iii) six (6) months, and shall hire each SpinCo LTD Employee who accepts such offer of employment. SpinCo or a SpinCo Group member, as the case may be, shall indemnify each Cogint Group member against any Liability with respect to a failure by SpinCo or a SpinCo Group member to (i) offer to hire such SpinCo LTD Employee or (ii) hire such SpinCo LTD Employee who accepts an offer of employment by SpinCo or a SpinCo Group member and arrives to work in accordance with this Section 2.01(g). Periodically following the Business Transfer Time, Cogint shall calculate the out of pocket cost of the compensation, benefits and other employment-related costs actually incurred by Cogint Group members in employing such SpinCo LTD Employees following the Business Transfer Time (including out of pocket costs associated with terminating the employment of any such SpinCo LTD Employee) and shall provide SpinCo with notice and reasonable documentation of such amount. Promptly following SpinCo's receipt of such notice, SpinCo shall reimburse such amount to Cogint.

#### Section 2.02 Retirement Plans.

(a) Cogint Retirement Plan. Effective on the Business Transfer Time, SpinCo Employees shall cease to be eligible to: (i) have elective deferrals contributed on their behalf to the Cogint Retirement Plan with respect to pay paid after the Business Transfer Time, (ii) be credited with future employer contributions (for example, matching contributions) in the Cogint Retirement Plan, or (iii) make contributions (for example, rollovers or loan repayments) to the Cogint Retirement Plan and shall cease to be active participants in such Plan. Effective on the

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Business Transfer Time, each SpinCo Group member shall cease to be a participating employer in the Cogint Retirement Plan.

(b) SpinCo Retirement Plan. Prior to the Business Transfer Time, SpinCo shall take all action necessary and appropriate to establish or maintain for the benefit of SpinCo Employees (i) a defined contribution plan qualified under Section 401(a) of the Code that includes a cash or deferred arrangement qualified under Section 401(k) of the Code that is a participant-directed individual account plan that complies with Section 404(c) of ERISA, and (ii) a related trust or trusts exempt under Section 501(a) of the Code, each to be effective no later than the Business Transfer Time (such plan and trust(s), the "SpinCo Retirement Plan").

(c) 401(k) Transfer of Assets and Liabilities. SpinCo shall cause each SpinCo Employee who is covered under the Cogint Retirement Plan immediately prior the Business Transfer Time to be covered under the SpinCo Retirement Plan immediately following the Business Transfer Time. Cogint shall cause to be transferred from the Cogint Retirement Plan to the SpinCo Retirement Plan the full cash value of the SpinCo Employees' account balances under the Cogint Retirement Plan, including any outstanding participant loans, and SpinCo shall cause the SpinCo Retirement Plan to accept such transfer. The transfer of assets and the related liabilities shall take place as soon as practicable following the Business Transfer Time; provided, however, that in no event shall the transfer take place until SpinCo has provided Cogint with a favorable determination letter from the IRS with respect to the qualification of the SpinCo Retirement Plan under Section 401(a) of the Code (or other evidence of qualification acceptable to Cogint). Cogint and the Cogint Retirement Plan shall be relieved of the liability for the SpinCo Employees' accounts under the Cogint Retirement Plan following the transfer of assets and liabilities described in this paragraph.

Section 2.03 [Reserved].

Section 2.04 Health and Welfare Benefits.

(a) Cogint Health and Welfare Benefit Plans. Effective as of the Business Transfer Time, SpinCo Employees will cease to participate in the Cogint Health and Welfare Benefit Plans and each member of the SpinCo Group shall cease to be a participating employer in the Cogint Health and Welfare Plans. The Cogint Health and Welfare Benefit Plans shall continue to be responsible for the payments of any claims for benefits with respect to SpinCo Employees that occur prior to the Business Transfer Time to the extent such claims are covered under applicable insurance.

(b) Establishment of SpinCo Health and Welfare Benefit Plans. Prior to the Business Transfer Time, SpinCo shall or shall cause one of its Affiliates to take, or cause to be taken, or have taken, all action necessary and appropriate to establish or designate and administer a group welfare benefits plan for the benefit of all SpinCo Employees effective as of the Business Transfer Time (the "SpinCo Health and Welfare Benefit Plans") and to provide benefits thereunder for all eligible SpinCo Employees who choose to enroll in such Plans that are substantially comparable to those provided under the Cogint Health and Welfare Benefit Plans as of the date hereof. SpinCo will cause such SpinCo Health and Welfare Benefit Plans to cover those SpinCo Employees and their dependents who immediately prior to the Business Transfer Time were participating in, or entitled to present or future benefits under, the corresponding Cogint Health and Welfare Benefit Plans. Except as otherwise provided in Section 2.04(a), SpinCo will be responsible for all Liabilities associated with claims incurred prior to the Business Transfer Time by SpinCo Employees and Former SpinCo Employees and their dependents under the Cogint Health and Welfare Benefit Plans, which are paid on or after the Business Transfer Time, regardless of when such claims are incurred, filed and/or paid, and shall promptly reimburse Cogint for any such amounts following receipt from Cogint of adequate documentation.

(c) Prior to the Business Transfer Time, SpinCo shall establish or designate a dependent care spending account and a medical care spending account (the "SpinCo FSAs"). The Parties shall take all steps reasonably necessary or appropriate so that the account balances (positive or negative) under the dependent care spending

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account and a medical care spending account plans sponsored by Cogint (the “Cogint FSAs”) of each SpinCo Employee who has elected to participate therein in the year in which the Business Transfer Time occurs shall be transferred on, or as soon as practicable after, the Business Transfer Time from the Cogint FSAs to the corresponding SpinCo FSAs. The SpinCo FSAs shall assume responsibility as of the Business Transfer Time for all outstanding dependent care and medical care claims under the Cogint FSAs of each SpinCo Employee for the year in which the Business Transfer Time occurs and shall assume the rights of and agree to perform the obligations of the analogous Cogint FSA from and after the day following the date of the Business Transfer Time. The Parties shall cooperate to provide that the contribution elections of each such SpinCo Employee as in effect immediately before the Business Transfer Time remain in effect under the SpinCo FSAs following the Business Transfer Time. As soon as practicable after the Business Transfer Time, Cogint shall transfer to SpinCo an amount equal to the total contributions made to the Cogint FSAs by SpinCo Employees in respect of the plan year in which the Business Transfer Time occurs, reduced by an amount equal to the total claims already paid in respect of such plan year. From and after the Business Transfer Time, Cogint shall (subject to applicable Law) provide SpinCo with such information such entity may reasonably request to enable it to verify any claims information pertaining to a Cogint FSA.

(d) Continuation Coverage. As of the Business Transfer Time, SpinCo and the SpinCo Health and Welfare Benefit Plans shall assume or retain and shall be solely responsible for providing and meeting the continuation coverage requirements imposed by Section 4980B of the Code and Sections 601 through 608 of ERISA (“COBRA”) or similar state law for all SpinCo Employees and all Former SpinCo Employees, as well as their “qualified beneficiaries” (as defined under COBRA), regardless of whether such Liabilities arose before, on or after the Business Transfer Time.

(e) 6055/6056 Reporting. SpinCo shall be solely responsible for ensuring that SpinCo complies with the reporting obligations under Section 6056 of the Code (Reporting of Offers of Coverage) with respect to SpinCo Employees for the Spin-Off Plan Year (including while SpinCo was owned by Cogint) and periods after the Business Transfer Time, for which SpinCo has a reporting obligation, provided that Cogint shall be responsible for complying with all reporting obligations with respect to the year prior to the Spin-Off Plan Year. In this regard, SpinCo shall be responsible for distributing IRS Form 1095-C to applicable individuals and filing IRS Forms 1094-C and 1095-C with the IRS, all according to the applicable rules and regulations governing such forms. SpinCo shall also be solely responsible for ensuring that SpinCo complies with the reporting obligations under Section 6055 of the Code (Reporting of Enrollment in Minimum Essential Coverage) with respect to all SpinCo Employees who are enrolled in a self-insured medical plan under the Cogint Health and Welfare Benefit Plans. SpinCo may meet this obligation either through IRS Forms 1094-C and 1095-C or IRS Forms 1094-B and 1095-B, all in accordance with applicable rules and regulations. The reporting obligations under Section 6055 of the Code for SpinCo Employees who are enrolled in a fully insured medical plan under the Cogint Health and Welfare Benefit Plans shall be met by the applicable insurance carrier or HMO. Cogint shall work with SpinCo to provide all necessary, pre-Business Transfer Time information for SpinCo to meet its reporting obligation, which information shall be complete, accurate and timely provided to SpinCo.

(f) Credit for Benefits. SpinCo shall (i) waive for each SpinCo Employee and his or her dependents, any waiting period provision, payment requirement to avoid a waiting period, pre-existing condition limitation, actively-at-work requirement and any other restriction that would prevent immediate or full participation under the SpinCo Health and Welfare Benefit Plans to the extent such waiting period, pre-existing condition limitation, actively-at-work requirement or other restriction was satisfied by or would not have been applicable to such SpinCo Employee or dependent under the terms of the welfare plans of SpinCo and its Affiliates (including Cogint) immediately prior to the Spin-Off, and (ii) give full credit under the SpinCo Health and Welfare Benefit Plans applicable to each SpinCo Employee and his or her dependents for all co-payments and deductibles satisfied prior to the Spin-Off in the Spin-Off Plan Year, and for any lifetime maximums, as if there had been a single continuous employer.

Section 2.05 Workers’ Compensation. Cogint will be solely responsible for all United States (including its territories) workers’ compensation claims for all Employees and former Employees of Cogint or its Affiliates



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other than the SpinCo Employees, regardless of when the Workers' Compensation Events to which such claims relate occur except to the extent claims of SpinCo Employees related to events occurring prior to the Business Transfer Time are covered under an applicable Cogint's workers' compensation insurance policy. Effective as of the Business Transfer Time, SpinCo and its Affiliates will be solely responsible for all United States (including its territories) workers' compensation claims of SpinCo Employees and Former SpinCo Employees with respect to Workers' Compensation Events, regardless of when such Workers' Compensation Events to which such claims relate occur except to the extent claims related to events occurring prior to the Business Transfer Time are covered under an applicable Cogint's workers' compensation insurance policy. If a Workers' Compensation Event occurs over a period both preceding and following the date of the Business Transfer Time, the claim shall be, to the extent not covered by insurance, the joint responsibility of Cogint and SpinCo (allocated as appropriate between Cogint and SpinCo based upon the relative periods of time that the Workers' Compensation Event transpired preceding and following the Business Transfer Time). The Parties shall cooperate with respect to any notification to appropriate governmental agencies of the disposition and the issuance of new, or the transfer of existing, workers' compensation insurance policies and contracts governing the handling of claims.

Section 2.06 Vacation and Sick Pay Liabilities. On and after the Business Transfer Time, SpinCo shall provide the SpinCo Employees with the same vested and unvested balances of vacation and sick leave as credited to the SpinCo Employees on Cogint's or its Affiliate's payroll system immediately prior to the Business Transfer Time. On and after the Business Transfer Time, SpinCo shall continue to accrue vacation and sick leave in respect of each SpinCo Employee according to Cogint's accrual schedule as in effect immediately prior to the Business Transfer Time.

Section 2.07 Severance. Effective as of the Spin-Off, SpinCo shall assume all severance obligations under any Cogint Benefit Plan with respect to any Former SpinCo Employee.

Section 2.08 Preservation of Right To Amend or Terminate Plans. Except as otherwise expressly provided in this Agreement or the Separation Agreement, no provisions of this Agreement, shall be construed as a limitation on the right of Cogint or SpinCo or any Affiliate thereof to amend any Plan or terminate its participation therein which Cogint or SpinCo or any Affiliate thereof would otherwise have under the terms of such Plan or otherwise, and no provision of this Agreement shall be construed to create a right in any Employee or former Employee, or dependent or beneficiary of such Employee or former Employee, or any Plan Payee under a Plan which such person would not otherwise have under the terms of the Plan itself.

Section 2.09 No Right to Employment. Notwithstanding anything to the contrary set forth in this Agreement, no provisions of this Agreement shall be deemed to guarantee employment (or any terms or benefits of employment) for any period of time for, or preclude the ability of a Party or any of its Affiliates to terminate, any employee or individual service provider or any benefit plan for any reason.

Section 2.10 Cogint Equity Awards Compensation Plans and Awards.

(a) Cogint RSUs. Prior to the Record Date, each outstanding Cogint RSU held by a SpinCo Employee or an independent contractor of SpinCo or its subsidiaries shall, to the extent unvested, vest in full and the holder of each such Cogint RSU shall receive, prior to the Record Date, a share of Cogint Common Stock with respect to each such Cogint RSU.

(b) Cogint Options. All Cogint Options held by a SpinCo Employee or an independent contractor of SpinCo or its subsidiaries shall fully vest and may be exercised for a period of at least ten days prior to the Record Date. Upon the Record Date, all outstanding Cogint Options held by a SpinCo Employee or an independent contractor of SpinCo or its subsidiaries that were not exercised prior to the Record Date shall immediately terminate in accordance with the terms of such Cogint Option.

(c) Notice. Cogint and SpinCo shall take any and all reasonable actions as shall be necessary and appropriate to further the provisions of this Section 2.10, including, to the extent practicable, providing written

notice or similar communication to each holder of a Cogint Equity Award informing such holder of the actions contemplated by this Section 2.10 with respect to such award. Without limiting the foregoing, (i) holders of Cogint Options held by a SpinCo Employee or an independent contractor of SpinCo or its subsidiaries shall receive reasonable prior notice of (A) the exercise period prior to the Record Date, (ii) all holders of Cogint Options shall receive reasonable prior notice of the fact that Cogint Options shall not be equitably adjusted in respect of the Spin-Off and (iii) Cogint shall deliver shares of Cogint Common Stock to the holder of each Cogint RSU which prior to the Record Date had been vested but with respect to which the delivery of Cogint Common Stock had previously been deferred (and shall take all necessary or appropriate actions to effect such delivery).

(d) Tax Reporting and Withholding. Cogint will be responsible for all income, payroll, or other tax reporting related to income from a Cogint Equity Award of any current or former employee, director or other service provider of Cogint. Further, Cogint shall be responsible for remitting applicable tax withholdings to each applicable taxing authority. Cogint and SpinCo acknowledge and agree that the parties will cooperate with each other and with third-party providers to effect withholding and remittance of taxes, as well as required tax reporting, in a timely, efficient, and appropriate manner.

(e) Miscellaneous. Cogint and SpinCo shall take any and all actions reasonably necessary to effectuate the transactions contemplated by this Section 2.10. Without limiting the generality of the foregoing, as soon as practicable after the Spin-Off, to the extent necessary, SpinCo shall prepare and file with the SEC a registration statement registering the number of shares of SpinCo Common Stock necessary to fulfill SpinCo's obligations under this Section 2.10 (and keep such registration statement effective until such obligations are fulfilled).

Section 2.11 Cash Incentives. At the Business Transfer Time, the participation by each SpinCo Employee in any cash annual bonus, commission, sign-on, retention, stay bonus, transaction bonus or similar plan or agreement of Cogint or a Cogint Group member shall end, and SpinCo shall assume all Liabilities with respect to such cash incentives provided to SpinCo Employees.

### **ARTICLE III LABOR AND EMPLOYMENT MATTERS**

Notwithstanding any other provision of this Agreement or any other agreement between SpinCo and Cogint to the contrary, the Parties understand and agree as follows:

Section 3.01 WARN Obligations. Before and after the Business Transfer Time, each Party shall comply in all material respects with the Worker Adjustment and Retraining Notification Act and similar state and local laws ("WARN"). As of the Business Transfer Time, SpinCo and its Affiliates shall be responsible for all obligations and liabilities under WARN relating to the SpinCo Employees arising from mass layoffs or plant closings (each as defined under WARN) occurring on or after the Business Transfer Time, and Cogint shall be responsible for all obligations and liabilities under WARN arising from mass layoff or plant closings (each as defined under WARN) occurring prior to the Business Transfer Time.

#### Section 3.02 Last Payroll; Payroll Taxes and Reporting.

(a) On the applicable Cogint Group member's first ordinary payroll date occurring on or after the Business Transfer Time, Cogint shall cause to be paid to all SpinCo Employees all unpaid wages and other compensation due and payable through the Business Transfer Time.

(b) Cogint and SpinCo (i) shall, to the extent practicable, treat SpinCo (or an SpinCo Group member designated by SpinCo) as a "successor employer" and Cogint (or the appropriate Cogint Group member) as a "predecessor," within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, with respect to SpinCo Employees for purposes of taxes imposed under the United States Federal Unemployment Tax Act or the United States Federal Insurance Contributions Act, and (ii) hereby agree to use commercially reasonable efforts to

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implement the alternate procedure described in Section 5 of Revenue Procedure 2004-53. Without limiting in any manner the obligations and Liabilities of the Parties under the Tax Matters Agreement, including all withholding obligations otherwise set forth therein, SpinCo and each SpinCo Group member shall bear its responsibility for payroll tax obligations and for the proper reporting to the appropriate governmental authorities of compensation earned after the Business Transfer Time.

Section 3.03 Attorney-Client Privilege. The provisions herein requiring the Parties to cooperate shall not be deemed to be a waiver of the attorney-client privilege for the Parties nor shall it require the Parties to waive their attorney-client privilege. In the event of any conflict between the applicable terms of the Separation Agreement and the terms of this Agreement with respect to matters relating to attorney-client privilege, the work product doctrine and all other evidentiary privileges and nondisclosure doctrines, the applicable terms of the Separation Agreement, as applicable (including Section 6.8 of the Separation Agreement), shall prevail.

#### **ARTICLE IV REMEDIES; GENERAL MATTERS**

Section 4.01 Reserved.

Section 4.02 Enforcement. The Parties agree that irreparable damage would occur, and that the Parties would not have any adequate remedy at Law, in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, without proof of actual damages or otherwise, in addition to any other remedy to which any party hereto is entitled at Law or in equity. Each party hereto agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

Section 4.03 Non-Termination of Employment; No Third Party Beneficiaries. No provision of this Agreement or the Separation Agreement shall be construed to create any right, or accelerate entitlement, to any compensation or benefit whatsoever on the part of any future, present, or former employee of Cogint, SpinCo, or a SpinCo Group member under any Cogint Benefit Plan or SpinCo Benefit Plan or otherwise. Except as expressly provided in this Agreement, nothing in this Agreement shall preclude a Party (or that Party's Affiliates), at any time after the Business Transfer Time, from amending, merging, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any Plan, any benefit under any Plan or any trust, insurance policy or funding vehicle related to any Plan.

Section 4.04 Sharing of Information; Audit Rights with Respect to Information Provided.

(a) Subject to applicable Law, Cogint and SpinCo shall share, and shall cause each member of its respective Group to reasonably cooperate with the other Party hereto to (i) share, with each other and their respective agents and vendors all participant information reasonably necessary for the efficient and accurate administration of each of the Cogint Benefit Plans and the SpinCo Benefit Plans, (ii) facilitate the transactions and activities contemplated by this Agreement and (iii) resolve any and all employment-related claims regarding Employees.

(b) Each of Cogint and SpinCo, and their duly authorized representatives, shall have the right to conduct reasonable audits with respect to all information provided to it by the other Party. The Parties shall cooperate to determine the procedures and guidelines for conducting audits under this Section 4.04, which shall require reasonable advance notice by the auditing Party. The auditing Party shall have the right to make copies of any records at its expense, subject to applicable Law.

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Section 4.05 Fiduciary Matters. Each of Cogint and SpinCo acknowledge that actions required to be taken pursuant to this Agreement may be subject to fiduciary duties or standards of conduct under ERISA or other applicable Law, and no Party shall be deemed to be in violation of this Agreement if it fails to comply with any provisions hereof based upon its good faith determination (as supported by advice from counsel experienced in such matters) that to do so would violate such a fiduciary duty or standard. Each Party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release and indemnify the other Party for any Liabilities caused by the failure to satisfy any such responsibility.

Section 4.06 Consent of Third Parties. If any provision of this Agreement is dependent on the consent of any third party (such as a vendor or Governmental Authority) and such consent is withheld, Cogint and SpinCo shall use commercially reasonable efforts to implement the applicable provisions of this Agreement to the full extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, Cogint and SpinCo shall negotiate in good faith to implement the provision in a mutually satisfactory manner. The phrase “commercially reasonable efforts” as used herein shall not be construed to require the incurrence of any non-routine or unreasonable expense or liability or the waiver of any right.

Section 4.07 Reimbursement. From time to time after the Business Transfer Time, the Parties shall promptly reimburse one another, upon reasonable request of the Party requesting reimbursement and the presentation by such Party of such substantiating documentation as the other Party shall reasonably request, for the cost of any Liabilities satisfied or assumed by the Party requesting reimbursement or its Affiliates that are made, pursuant to this Agreement, the responsibility of the other Party or any of its Affiliates.

## ARTICLE V MISCELLANEOUS

Section 5.01 Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship set forth herein.

Section 5.02 Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

Section 5.03 Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement.

Section 5.04 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts (including by electronic or .pdf transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of any signature page by facsimile, electronic or pdf. transmission shall be binding to the same extent as an original signature page.

Section 5.05 Severability. If any provision of this Agreement or the application of any provision to any Person or circumstance, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and

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enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 5.06 Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when delivered by facsimile (solely if receipt is confirmed) or email (so long as the sender of such email does not receive an automatic reply from the recipient's email server indicating that the recipient did not receive such email), addressed as follows:

If to Cogint, after the Business Transfer Time:

2650 North Military Trail, Suite 300  
Boca Raton, FL 33431  
Attn: Chief Executive Officer  
Email:  
Fax: (561) 571-2712

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

Akerman LLP  
Three Brickell City Centre  
98 Southeast Seventh Street, Suite 1100  
Miami, FL 33131  
Attn: Teddy D. Klinghoffer  
Mary V. Carroll  
Fax: (954) 463-2224  
Email: Teddy.Klinghoffer@akerman.com  
Mary.Carroll@akerman.com

If to SpinCo, prior to or after the Business Transfer Time (and to Cogint prior to the Business Transfer Time):

2650 North Military Trail, Suite 300  
Boca Raton, FL 33431  
Attn: Chief Executive Officer  
Fax: (561) 571-2712  
Email: derek@cogint.com

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

Akerman LLP  
Three Brickell City Centre  
98 Southeast Seventh Street, Suite 1100  
Miami, FL 33131  
Attn: Teddy D. Klinghoffer  
Mary V. Carroll  
Fax: (954) 463-2224  
Email: teddy.klinghoffer@ackerman.com  
mary.carroll@ackerman.com

or to such other address addresses as the Parties hereto may from time to time designate in writing.

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Section 5.07 Further Assurances. Each party hereto agrees that it will execute and deliver or cause its respective Affiliates to execute and deliver such further instruments, and take (or cause their respective Affiliates to take) such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement.

Section 5.08 Amendment; Waiver. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed by the Parties in the same manner as this Agreement and which makes reference to this Agreement. Any party hereto may waive any of the terms or conditions of this Agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party hereto sought to be charged with such waiver. No waiver by any of the Parties of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 5.09 Governing Law. This Agreement and all Legal Proceedings (whether in contract or tort) that may be based upon, arise out of or relate hereto or thereto or the negotiation, execution or performance hereof (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the Law of the State of Delaware, without regard to the choice of law or conflicts of law principles thereof. The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing Law other than the Law of the State of Delaware.

Section 5.10 Consent to Jurisdiction: Waiver of Jury Trial.

(a) Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any state or federal court of the United States of America sitting in Delaware, and any appellate court from any appeal thereof, in any Legal Proceeding arising out of or relating to this Agreement, the documents referred to in this Agreement, or any of the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the parties hereby irrevocably and unconditionally (i) agrees not to commence any such Legal Proceeding except in such courts, (ii) agrees that any claim in respect of any such Legal Proceeding may be heard and determined in the Court of Chancery of the State of Delaware or, to the extent permitted by Law, in such state or federal court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Legal Proceeding in the Court of Chancery of the State of Delaware or such state or federal court and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Legal Proceeding in the Court of Chancery of the State of Delaware or such state or federal court. Each of the Parties agrees that a final judgment in any such Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 5.06. Nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by Law.

(b) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY AGREEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THE ANCILLARY AGREEMENTS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF

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ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (iii) EACH PARTY MAKES SUCH WAIVERS VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10(b).

Section 5.11 Entire Agreement. This Agreement, the other Ancillary Agreements and the Separation Agreement constitute the entire agreement among the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the Parties, except as expressly set forth in this Agreement, the other Ancillary Agreements and the Separation Agreement.

Section 5.12 Expenses. Each Party hereto shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COGINT, INC.

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

RED VIOLET, INC.

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



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**Schedule 2.01(a)(1)**  
**SpinCo Employees**

Derek Dubner  
Daniel MacLachlan  
James Reilly

Chief Executive Officer  
Chief Financial Officer  
President

**TRANSITION SERVICES AGREEMENT**

This TRANSITION SERVICES AGREEMENT (this "Agreement") is made as of February 27, 2018 by and between COGINT, INC., a Delaware corporation ("Parent") and RED VIOLET, INC., a Delaware corporation ("Company").

**WHEREAS**, Parent and Company have entered into a Separation and Distribution Agreement (the "Separation Agreement") which contemplates (i) the separation of the Company (the "Separation") and (ii) the distribution to Parent's stockholders of all of the outstanding shares of the Company's common stock (the "Distribution"); and

**WHEREAS**, in order to ensure an orderly transition under the Separation Agreement it will be necessary for Parent to provide to Company, and for Company to provide to Parent, the services described herein during the term of this Agreement.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants contained herein, it is agreed by and between the parties as follows:

**ARTICLE I  
FEES AND TERM**

1.1 Company Price/Payment. As consideration for the services to be provided to Company by Parent pursuant to Section 2.1 of this Agreement, Company shall pay to Parent a fee (the "Company Services Fee") in accordance with Schedule 2.1. The Company Services Fee shall be payable by Company to Parent in arrears 15 days after the close of each month (prorated for any partial month) during the term of this Agreement. Any services provided by Parent to Company beyond the services covered by the Company Services Fee shall be billed to Company at negotiated rates, no less favorable to the Company than if Company had received the uncovered service from a third party, or on such other basis as the parties may agree from time to time. The Company Services Fee shall be reviewed and reduced from time to time in accordance with Section 2.3.

1.2 Parent Price/Payment. As consideration for the services to be provided to Parent by Company pursuant to Section 3.1 of this Agreement, Parent shall pay to Company a fee (the "Parent Services Fee") in accordance with Schedule 3.1. The Parent Services Fee shall be payable by Parent to Company in arrears 15 days after the close of each month (prorated for any partial month) during the term of this Agreement. Any services provided by Company to Parent beyond the services covered by the Parent Services Fee shall be billed to Parent at negotiated rates, no less favorable to the Parent than if Parent had received the uncovered service from a third party, or on such other basis as the parties may agree from time to time. The Parent Services Fee shall be reviewed and reduced from time to time in accordance with Section 3.3.

1.3 Term. The term of this Agreement (the "Term") shall commence on the date hereof and shall expire one year after the effective date of the Distribution (the "Distribution Date"); provided, however, that either party shall have the right to terminate any or all of the services such party is to receive hereunder and cease paying the services fee associated with the terminated services which such party would otherwise be required to pay therefor upon 30 days written notice to the other party, and provided, further, that at the end of the one-year term, if the parties have not terminated the agreement earlier, either party may renew or extend the term of the agreement with respect to the provision of any services for which that party has not previously terminated the other party's provision or support thereof, however, neither party shall have any obligation to renew or extend the term of this agreement with respect to any services at the services fees established in the initial term of this agreement.

1.4 Additional Services. At any time during the Term, if either party identifies any service that is needed to assure a smooth and orderly transition of the businesses and operations in connection with the Separation and

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the Distribution, and that is not otherwise governed by the provisions of this Agreement, the Separation Agreement or any other agreement between the parties, then the parties shall cooperate in determining whether there is a mutually acceptable arm's-length basis on which one of the parties will provide such service to the other party in exchange for a fee.

**ARTICLE II**  
**SERVICES TO BE PROVIDED BY PARENT TO COMPANY**

2.1 Services. Parent agrees to provide the services set forth on Schedule 2.1 (subject to such modification or adjustment as may be mutually agreed upon by the parties) to Company during the Term.

2.2 Details of Performance. Reasonable details of Parent's performance of services hereunder may be specified in one or more memoranda signed by the parties and such memoranda shall be deemed incorporated in this Agreement by reference as if recited herein in their entirety.

2.3 Phase Out of Services; Reduction of Company Services Fee. The parties hereby acknowledge that Company will promptly take all steps to internalize the services to be provided herein by acquiring its own staff or outsourcing to third parties. The parties agree to periodically review the level of services being utilized by Company, and from time to time to reduce the Company Services Fee proportionately to account for reductions in the level of services being provided hereunder.

**ARTICLE III**  
**SERVICES TO BE PROVIDED BY COMPANY TO PARENT**

3.1 Services. Company agrees to provide the services set forth on Schedule 3.1 (subject to such modification or adjustment as may be mutually agreed upon by the parties) to Parent during the Term.

3.2 Details of Performance. Reasonable details of Company's performance of services hereunder may be specified in one or more memoranda signed by the parties and such memoranda shall be deemed incorporated in this Agreement by reference as if recited herein in their entirety.

3.3 Phase Out of Services; Reduction of Parent Services Fees. The parties hereby acknowledge that Parent will promptly take all steps to internalize the services to be provided herein by acquiring its own staff or outsourcing to third parties. The parties agree to periodically review the level of services being utilized by Parent, and from time to time to reduce the Parent Services Fee proportionately to account for reductions in the level of services being provided hereunder.

**ARTICLE IV**  
**MISCELLANEOUS**

4.1 Confidentiality. Neither party hereto shall use or disclose to any other person at any time, any confidential or proprietary information or trade secrets of the other party, including, without limitation, its customer lists, programs, pricing and strategies except to those of its employees and those other persons who need to know such information to fulfill such party's obligations hereunder, provided that such party shall require that such other persons agree to keep confidential such confidential or proprietary information or trade secrets. Both parties shall provide to the other party semi-annually upon such other party's written request, a list of all employees whose duties have required access to confidential or proprietary information or trade secrets, and any other employees or other persons who to the actual knowledge of that party's officers have had access to such information during the preceding six (6) month period, in each case, designating whether such persons are in the

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employ of such party as of the date such list is provided. Both parties agree that all drawings, specifications, data, memoranda, calculations, notes and other materials, including, without limitation, any materials containing confidential or proprietary information or trade secrets of the other party, furnished in connection with this Agreement and any copies thereof are and shall remain the sole and exclusive property of that other party and shall be delivered to that party upon its request.

4.2 No Agency. Both parties shall perform their respective services under this Agreement as an independent contractor. Each party acknowledges and agrees that it is not granted any express or implied authority to assume or create any obligation or responsibility on behalf of the other party, or to bind the other party with regard to third parties in any manner.

4.3 Notices. Any notices required or permitted to be provided pursuant to this Agreement shall be provided in writing via e-mail, certified mail, hand-delivery, telecopier with confirmation or normal mail service, addressed to the recipient party at its e-mail or standard mailing address set forth on the signature page.

4.4 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of governmental authority, epidemic, destruction of production facilities, insurrection, inability to procure materials, labor, equipment, transportation or energy sufficient to meet manufacturing needs, or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used its best efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's performance for the period of delay or inability to perform due to such occurrence shall be suspended. Should either party fail to perform hereunder and shall have provided proper notice to the other party that it is unable to perform on account of one or more reasons set forth in this section, such party may obtain replacement services from a third party for the duration of such delay or inability to perform, or for such longer period as such party shall be reasonably required to commit to in order to obtain such replacement services and the services fee payable by such party shall be reduced accordingly.

## **ARTICLE V GENERAL PROVISIONS**

5.1 Entire Agreement. Except as contemplated in Sections 2.3 and 3.3, this Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings relative to said subject matter.

5.2 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of Parent, Company and their respective successors and assigns.

5.3 Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assignable by either party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware applicable to contracts to be performed entirely in that State.

5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

5.6 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

*(Signatures Appear On Next Page)*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

**PARENT:**

COGINT, INC.

By: /s/ Derek Dubner

Name: Derek Dubner

Title: Chief Executive Officer

Address: 2650 North Military Trail, Suite 300  
Boca Raton, FL 33431  
Attn: Chief Executive Officer

**COMPANY:**

RED VIOLET, INC.

By: /s/ Derek Dubner

Name: Derek Dubner

Title: Chief Executive Officer

Address: 2650 North Military Trail, Suite 300  
Boca Raton, FL 33431  
Attn: Chief Executive Officer

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**Schedule 2.1**

**Parent Services**

To be mutually agreed upon by Parent and the Company prior to the Spin-Off. At such time, this Schedule may be amended by the parties.

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**Schedule 3.1**

**Company Services**

<u>Service</u>	<u>Pricing</u>
1. Continued consolidation of financial statements for SEC reporting including technical and GAAP related guidance	To be mutually agreed upon by Parent and the Company prior to the Spin-Off.
2. Filing of quarterly and annual financial related SEC reports (e.g., 10-Q, 10-K, etc) including management of RR Donnelly XBRL reporting software	To be mutually agreed upon by Parent and the Company prior to the Spin-Off.
3. Review and assist with any non-recurring SEC reporting (e.g., registration statements, 8-Ks, etc)	To be mutually agreed upon by Parent and the Company prior to the Spin-Off.
4. Management of equity based compensation portal	To be mutually agreed upon by Parent and the Company prior to the Spin-Off.
5. Management, coordination and guidance regarding SOX, ITGC and other public company related internal control and audit functions (including, but not limited to, monthly audit/entity level control reviews, system backup reviews, user access reviews, and learning/compliance portal)	To be mutually agreed upon by Parent and the Company prior to the Spin-Off.
6. Use of approximately 500 square feet of dedicated office space, including common area, internet and phone access	To be mutually agreed upon by Parent and the Company prior to the Spin-Off.

Upon agreement of the parties with respect to pricing, this schedule shall be amended by the Company and Parent.