

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement" or "Agreement") is made and entered into this 6th day of September, 2019 ("Execution Date") by Joseph Craft and Craft Financial Solutions, Inc. (the "Craft Defendants") and Tyzza Hartman, Waldamara Martin, Rita Dos Santos, Edivaldo A. Reis and Igor Shikhman (together "Putative Class Representatives" or "Releasing Parties") individually and on behalf of and representing "[a]ll persons who purchased TelexFree AdCentral or AdCentral Family packages and suffered a Net Loss during the period from January 1, 2012 to April 16, 2014" falling under the jurisdiction of U.S.D.C. (D. Mass.) C.A. No. 4:14-md-2566 (the "TelexFree Class Plaintiffs").¹

PREAMBLE

WHEREAS, TelexFree Class Plaintiffs are currently prosecuting the above-entitled actions (herein, "MDL 2566 Action(s)," "Action(s)" or "TelexFree Litigation") individually and as putative class representatives on behalf a class of victims of the TelexFree pyramid scheme (the "Pyramid Scheme") against, among others, Joseph Craft and Craft Financial Solutions, Inc.;

WHEREAS, TelexFree Class Plaintiffs allege that they suffered ascertainable economic injury as a result of the Craft Defendants' assistance and participation in the unlawful TelexFree Pyramid Scheme and including its related money laundering in violation of statutory and common law, as referenced in TelexFree Class Plaintiffs' MDL 2566 Consolidated Amended Class Action Complaints (the "Complaints") and the attachments to this Settlement Agreement;

¹ Hereinafter, the Craft Defendants, Craft and TelexFree Class Plaintiffs are sometimes collectively referred to as "Parties" or, individually, each a "Party." "Net Loss" is defined below.

WHEREAS, Joseph Craft served as TelexFree's financial and business advisor from in or about April 2012 through June 2013, as its CPA from in or about June 2013 to in or about March 2014, and later, including after filing for bankruptcy in April 2014 until Mr. Craft resigned on April 17, 2014, as TelexFree's Chief Financial Officer;

WHEREAS, as a result of his employment and relationship to TelexFree as referenced throughout Joseph Craft and gained knowledge concerning TelexFree's operations, and those TelexFree did business with, from the inside and from the executive level;

WHEREAS, Joseph Craft individually and on behalf of all entities that he has a beneficial interest in has unequivocally represented that, other than fees for services performed from 2012 through 2014, he and his businesses, other than Sunwind, received no benefit from TelexFree's unlawful pyramid scheme or related business operations;

WHEREAS, Joseph Craft individually and on behalf of all entities that he has a beneficial interest in has unequivocally represented that, other than fees for services performed from 2012 through 2014, he and his businesses are not entitled to receive any future benefit from funds derived from TelexFree's unlawful pyramid scheme or related business operations;

WHEREAS, Joseph Craft individually and on behalf of all entities that he has a beneficial interest in has unequivocally represented that, other than fees for services performed from 2012 through 2014, he and his businesses have not secreted any funds derived from TelexFree's unlawful pyramid scheme or related business operations;

WHEREAS, Joseph Craft individually and on behalf of all entities that he has a beneficial interest in has unequivocally represented that, other than fees for services performed from 2012 through 2014, he and his businesses have no knowledge whatsoever of the location of funds derived from TelexFree's unlawful pyramid scheme or related business operations that were

secreted by others - other than that which has been seized by governmental authorities or the TelexFree Bankruptcy Trustee;

Whereas each representation by Joseph Craft individually and on behalf of all entities that he has a beneficial interest are material terms of the Settlement between the parties;

WHEREAS, Joseph Craft individually and on behalf of all entities that he has a beneficial interest in has unequivocally represented no insurance is available other than through Craft Financial Solutions, Inc. and that neither he individually, through umbrella or other personal insurance of any type, or any of the Craft-owned entities involved with TelexFree, specifically BWFC Processing Center and ACE, have insurance policies. These representations are material terms of the Settlement between the parties.

WHEREAS, no payment or monies will be paid or owed by the Craft Defendants and the other released party other than the amount set forth below, unless it is later determined that they directly or indirectly have or will receive substantial income from TelexFree's unlawful pyramid scheme or business operations and secreted it or had insurance available. If the Craft Defendants and the other released party is found at some future date to have lied and to have directly or indirectly received non-disclosed substantial income or benefit from TelexFree's unlawful Pyramid scheme or related business operations, this agreement shall be null and void. If an insurance policy other than the policy through Craft Financial Solutions, Inc., as detailed above, is later discovered to cover the claims released, Craft Defendants and the other released party shall make claim and assign their rights to that policy to the MDL 2566 Plaintiffs.

WHEREAS, Joseph Craft has agreed to provide TelexFree Class Plaintiffs with a full and complete disclosure of his assets and financials together with an affirmation that they are true, accurate and complete as represented;

WHEREAS, Joseph Craft individually and on behalf of all entities that he has a beneficial interest in has presented financials and sworn that his accounting of assets and interests are truthful and complete;

WHEREAS the parties agree that Joseph Craft's financials were relied upon as truthful and complete representations and, that the truthfulness and the completeness of the financials remain material terms to this Settlement Agreement

WHEREAS, Joseph Craft is released on the condition that if he does not cooperate as defined herein, or if he is found to have directly or indirectly secreted assets in his name or in the name of another, this release shall be subject to revocation and the action against him shall be subject to being reinstated nunc pro tunc as provided herein;

WHEREAS, the failure of Joseph Craft or a Joseph Craft affiliated entity to provide Full Cooperation as provided herein at all times shall be grounds for the Plaintiffs to seek to terminate the Settlement Agreement pursuant to the protocol described in Paragraph 15;

WHEREAS, the Craft Defendants swear to always tell the truth and to cooperate as provided herein and that both are terms material to this release;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined below) and counsel for the Craft Defendants, and this Agreement has been reached as a result of those negotiations;

WHEREAS, TclexFree Class Plaintiffs have requested all information and documents related to the subject matter of the MDL 2566 Litigation and the Craft Defendants have already provided documents and several days of investigation and agreed as set forth herein to immediately provide all additional information and documents as well as cooperative testimony

relating to the conduct referred to in the Actions on an ongoing basis as required by the needs of the litigation ("Full Cooperation" is also defined below);

WHEREAS, TelexFree Class Plaintiffs have concluded that resolving the claims against the Craft Defendants according to the terms set forth herein is in the best interests of putative class of TelexFree Plaintiffs;

WHEREAS, TelexFree Class Plaintiffs have investigated the facts and the law regarding the conduct alleged in the Actions and have concluded that resolving the claims against the Craft Defendants is in the best interests of TelexFree Plaintiffs Settlement Class because the value of the Full Cooperation and the payment of the \$100,000 out-of-pocket funds ("Full Cooperation") that the Craft Defendants have agreed to provide pursuant to this Agreement exceeds the risk of further litigation and is otherwise fair, adequate, and serves the best interests of the Putative Class;

WHEREAS, the Craft Defendants, specifically without admitting any liability, have agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against the Craft Defendants and Releasees with respect to the TelexFree Pyramid Scheme based on the allegations in the Actions, as more particularly set out below;

WHEREAS, the Full Cooperation that the Craft Defendants have agreed to provide to TelexFree Class Plaintiffs, if allowed by the Court, will aid TelexFree Class Plaintiffs, by reducing the substantial burden and expense in the ongoing prosecution of the Actions and also by providing cash settlement funds; and

WHEREAS, because of potential joint and several liability, the Action will continue against Defendants that are not Releasees (as defined below) and this Agreement with the Craft Defendants will not impair TelexFree Class Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled in the Actions.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Actions be settled, compromised, and dismissed with prejudice as to the Releasees, and except as hereinafter provided, without costs as to the TelexFree Class Plaintiffs, the Settlement Class, or the Craft Defendants, subject to the approval of the Court, on the following terms and conditions:

AGREEMENT

A. Definitions.

1. "Cooperation" and "Full Cooperation" refer to the provisions set forth in Paragraphs 13-30 and to the material representations made relating to Craft's financials.
2. "Defendant(s)," for purposes of this Settlement Agreement, includes, but is not limited to, all Defendants named in the Fourth Consolidated Amended Complaint; all those entities and persons connected or related to TelexFree's unlawful Pyramid Scheme as identified in good faith by the Craft Defendants or contained in their business records or personnel files; and the persons and entities identified in Attachments A and B.²
3. "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronically stored information. A draft or non-identical copy is a separate

² A list of all Top Level Promoters are identified on Attachment A (to be filed under seal) and a list of all soon to be named Defendants (including stayed Defendants) are identified on Attachment B (to be filed under seal).

document within the meaning of this term. For purposes of this Agreement, Document shall include all foreign and English translations in the Craft Defendants' custody, possession or control as well as those appearing in another language.

4. "Releasees" shall refer jointly and severally, individually and collectively to the Craft Defendants, BWFC Processing Center, LLC, ACE LLP, their disclosed parents, subsidiaries, affiliates, divisions, predecessors and successors, their respective past and present officers, directors and employees, insurers, reinsurers, and Audra Craft. The term Releasees does not include any Defendant in the Actions other than Joseph Craft and the disclosed Craft entities.

5. "Releasers" shall refer jointly and severally, individually and collectively to TelexFree Class Plaintiffs and the members of the putative Settlement Class, as well as each of their parents, subsidiaries, affiliates, divisions, predecessors, heirs, successors and assigns, and their respective past and present officers, directors and employees.

6. "Settlement Class" is defined as "[a]ll persons subject to the jurisdiction of the MDL 2566 Court who purchased TelexFree AdCentral or AdCentral Family packages and suffered a Net Loss³ during the period from January 1, 2012 to April 16, 2014" in U.S.D.C. (D. Mass.) C.A. No. 4:14-md-2566."

³ "Net Loss" is defined as the class member having invested more funds than they withdrew.

7. "Settlement Class Counsel" shall refer to Interim Lead Counsel and the members of Plaintiffs' Interim Executive Committee:

Robert J. Bonsignore, Esq.
Lisa Sleboda, Esq.
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8. "Member" means each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class.

9. "TelexFree" for purposes of this Settlement Agreement includes all TelexFree entities, including the entities identified in Attachment C (to be filed under seal) and those otherwise as identified in good faith by the Craft Defendants or as contained in their business records or personnel files.

B. Settlement Amount

10. "Settlement Amount" means the Craft Defendants Settlement Amount as defined in paragraphs 10(a).

a. The Craft Defendants shall pay a total of USD \$100,000.00, inclusive of all attorneys' fees and court costs, (the "Craft Defendants Settlement Amount") into the Escrow Account as described herein upon TelexFree Class Plaintiffs' ("Putative Class") filing of a motion for certification of a settlement class and the Court granting preliminary approval of the Settlement Agreement ("Preliminary Approval").

11. Subject to the provisions hereof, and in full, complete and final settlement of the Actions as provided herein, the Craft Defendants shall pay the "Settlement Amount" at the times and in the amounts set forth in Paragraph 10 of this Agreement into an escrow account to be administered in accordance with the provisions of Paragraph 12 of this Agreement (the "Escrow Account"). Nothing in this Paragraph shall relieve the Craft Defendants from their Cooperation

obligations as specified in Paragraphs 13-31, which obligations shall survive the payment of any and all financial consideration by the Craft Defendants.

12. Escrow Account.

(a) An escrow account shall be maintained at the nationally chartered CitiBank (the "Escrow Account"). Such escrow shall be administered under the Court's continuing supervision and control.

(b) All payments into the Escrow Account shall, at the direction of Settlement Class Counsel, be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit. Any interest earned on any of the foregoing shall become part of the Settlement Fund.

(c) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the MDL 2566 Court and shall remain subject to the jurisdiction of that Court, until such time as they are distributed pursuant to this Agreement and/or further order(s) of the Court.

(d) The funds in the Escrow Account may be used as provided herein for reasonable disbursements of expenses associated with providing notice of the settlement ("Class Notice" or "Notice") to the Settlement Class and administrative (not legal) expenses for maintaining and administering the Settlement Fund, which may be paid without approval from the Court and shall not be refundable to the Craft Defendants in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective for any reason. The funds provided by Craft may be used in an amount up to \$100,000.00, which Settlement Class Counsel

shall deduct from the Settlement Fund. To preserve the cash component assets and otherwise serve the best interests of the Putative class, and with the approval of the MDL 2566 Court, Notice for the settlement with the Craft Defendants shall be combined with Notice of settlement with any or all other defendants. No other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court. The Craft Defendants shall have no further obligation to pay costs of Notice or expense of maintaining and administering the Settlement Fund. Once the Court finally approves the Settlement Agreement the Craft Defendants shall have no further say in the disposition of the remainder Settlement Amount.

(e) The Escrow Account is intended by the Parties to be treated as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, and to that end the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of the Craft Defendants, a "relation back election" as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the Parties shall take all actions as may be necessary or appropriate to this end. At the direction of Settlement Class Counsel, with notice to the Craft Defendants and without Court approval, taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account, whether or not final approval as defined in paragraph 48 ("Final Approval") has occurred. Except as set forth in this Paragraph, TelexFree Class Plaintiffs shall have no responsibility to make any tax filings related to the Settlement Fund or to pay any taxes with respect thereto, and neither the Releasees nor any Relcasor nor their respective counsel shall have any liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

(f) If this Agreement does not receive Final Approval, including final approval of the Settlement Class as defined in Paragraphs 47(a) and 48, or if the Actions are not certified as class actions for settlement purposes, then all amounts paid by the Craft Defendants into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 12(d) and 52) shall be returned to the Craft Defendants from the Escrow Account along with any interest accrued thereon as soon as reasonably practicable but no later than thirty (30) calendar days following the Craft Defendants' request for same.

C. Agreement to Cooperate.

13. In addition to payment of the Settlement Amount set forth in Paragraphs 10 and 11, the Craft Defendants each agree to promptly, timely and fully provide Full Cooperation to TelexFree Class Plaintiffs as set forth below at their own expense except as specifically articulated within this Settlement Agreement.

14. "Cooperation Materials" means:

- a. as to the Craft Defendants: (i) any and all information relating to TelexFree and the conduct referred to in or related to MDL 2566; (ii) certain Affidavit(s) relating to specific and such follow up granular affidavits as are deemed necessary as the litigation progresses that will address the remaining defendants or issues including TelexFree's unlawful pyramid scheme or related business including businesses that did business with them; (iii) ongoing interviews and cooperation as required by the needs of the litigation; (iv) an authorization to retrieve phone or electronic storage data; and (v) all documents or other material or information possessed by or under the control of the Craft Defendants other than that previously provided to TelexFree Class Plaintiffs and other than that protected by the attorney-client privilege.

- b. The full cooperation of the Craft Defendants must be provided as needed during the course of the litigation and a failure by Joseph Craft to fully cooperate shall constitute a material breach of the terms of this settlement agreement as to Joseph Craft and the Craft Defendants and trigger the provisions of Paragraph 15; and
- c. After the Settlement Agreement is approved by the court, Plaintiffs will assume responsibility for all reasonable travel costs associated with Joseph Craft's and the Craft Defendants' cooperation.
- d. If third parties file claims against the Craft Defendants, Plaintiffs will allow the Craft Defendants access to material provided by that party during discovery within 90 days.

15. The prompt, timely and full provision of Full Cooperation and the Cooperation Materials are material terms to this Agreement. If the Plaintiffs take the position that a Craft Defendant is not cooperating as required under the terms of this Agreement (including but not limited to the withholding of any non-privileged materials, witnesses or information that is required to be provided by the Craft Defendants under this Agreement), the Plaintiffs shall provide the non-cooperating Craft Defendant(s) with notice of the non-cooperation and a reasonable period to cure of no less than fifteen (15) days. If a Craft Defendant fails to cure within 15 days, or to commit that the cure will be complete within (30) days from the date of the notice of non-cooperation notice, the Plaintiffs shall be entitled to request that the Court make a determination whether or not that Craft Defendant has failed to adhere to the terms of this Agreement. Upon a finding by the Court that a Craft Defendant has failed to adhere to a material term of the Settlement Agreement after the aforementioned proper notice and an

opportunity to cure, the Plaintiffs shall have the right to request that the Court terminate this Settlement Agreement as to the Craft Defendants and authorize Plaintiffs to proceed to pursue the full extent of damages against said Craft Defendants nunc pro tunc.

16. Full Cooperation is used in accordance with its common meaning and usage and includes, but is not limited to, complying with each obligation described herein in its entirety and providing all records, documents and information and known facts, written or otherwise, that are required to be provided by Craft Defendants under this Agreement.

17. The timely provision of full, complete, accurate and truthful information, evidence, and responses are material terms and conditions.

18. Full Cooperation includes the prompt, timely and full production of relevant documents.

19. Relevant Documents shall include all English translations, to the extent they exist. To the extent that electronic documents exist, the Craft Defendants shall cooperate with Plaintiffs' efforts to extract the data including metadata from the Crafts Defendants' and the other released Defendants' electronic devices. The Plaintiffs' shall carry the related costs of extracting the data. The Crafts Defendants' and the other released Defendants' shall make their electronic devices available to Plaintiffs and their Vendor. Plaintiffs and their Vendor shall restrict the use the data and documents retrieved from the Plaintiffs and their Vendor from the Crafts Defendants' and the other released Defendants' to this litigation.

20. The Craft Defendants have agreed to complete document dumps of all files related to the Craft Defendants' relationship with TelexFree up until April 17, 2014, the date that Craft severed his relationship with TelexFree, that are required to be provided by them

under this Agreement. These transmittals shall not waive the Craft Defendant's attorney-client privilege with regard to counsel in the MDL 2566 Action(s).

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22. Each Craft Defendant shall provide Full Cooperation with TelexFree Class Plaintiffs in discovery in the TelexFree Litigation as follows:

- i. Except as already provided to TelexFree Class Plaintiffs, the Craft Defendants will produce within fourteen (14) business days of the execution of this Settlement Agreement and Court approval of the Protective Order all Documents as set forth herein in their respective possession, custody or control that were created or that otherwise came into their possession as of January 1, 2010 through to April 17, 2014 relating to the allegations and claims in the TelexFree Litigation [which may include documents relating to the persons and entities identified in Attachments A, B and C]. The Documents shall include, but not be limited to, all such Documents that the Craft Defendants have produced to the Chapter 11 Trustee for TelexFree or in response to any subpoena issued by any governmental or investigatory agency related to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them. Additionally, the Craft Defendants will produce within fourteen (14) business days of the execution of this Settlement Agreement and Court approval of the Protective Order all Documents as set forth herein

in their respective possession, custody or control that were created or that otherwise came into their possession as of January 1, 2010 through to this date, all exchanges with any and all Defendants including their counsel or persons not named but otherwise involved in TelcxFree's unlawful pyramid scheme or related business including businesses that did business with them but not named. To the extent that the formal discovery may involve confidential information concerning customers of the Craft Defendants, the Craft Defendants may move for an appropriate protective order before providing the formal discovery. The formal discovery will be scheduled for a mutually agreeable time and location, which may be after preliminary court approval.

(a) The Craft Defendants submit as part of this Settlement Agreement that the documents they produce, were business records and

1. each record was made and kept in the course of regularly conducted business activity;
2. each record is one that is routinely made and kept in the course of business, in the business's usual practice;
3. each record was made at or near the time of the event that it records; and
4. each record was made by a person with knowledge, or from information transmitted by a person with knowledge, and who reported such knowledge in the regular course of business.

(b) The Craft Defendants' Cooperation obligations shall include, but are not limited to, the following:

- i) Joseph Craft will make himself available in the presence of counsel for formal or informal interviews;
- ii) Craft will also provide a more comprehensive affidavit to TelexFree Class Plaintiffs' counsel, executed contemporaneously with execution of this Settlement Agreement, concerning the interaction of persons and entities as relates to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them including but not limited to the persons and entities identified in Attachments A, B and C prior to Preliminary Approval.
- iii) Failure to cooperate hereunder prior to the hearing on Final Approval of the Settlement Agreement will constitute the basis for Plaintiffs to request that the Court terminate this Settlement Agreement against all Craft Defendants as will the discovery of untruthfulness.
- iv) In the event that the Court enters an Order terminating the Settlement Agreement as to the Craft Defendants prior to Preliminary Approval, the Craft Defendants shall not be required to make any portion of the Craft Defendants' Settlement Payment hereunder and this Settlement Agreement shall be deemed null and void as to the Craft Defendants.

- v) Following execution of the Settlement Agreement and court approval of the Protective Order, Craft will provide informal discovery concerning any involvement of any person or entity relating to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them and any and all allegations and claims referenced in the TelexFree Litigation to counsel for the Plaintiffs. The Craft informal discovery shall be used only in the TelexFree Litigation. To the extent that the informal discovery may involve confidential information concerning customers of the Craft Defendants, all such information may be redacted or coded to protect the interests of those customers.

23. If the Settlement Agreement does not receive preliminary Court approval, or if Court after notice and hearing does not approve the settlement, the limitations on discovery addressed by the TelexFree Class Plaintiffs to the Craft Defendants shall remain in effect.

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25. The Protective Order shall be prepared and filed by the Craft Defendants' counsel with the consent of TelexFree Class Plaintiffs' Counsel, in the form attached hereto as Attachment E.

(a) The Protective Order will include a procedure by which, prior to disclosure to the Court, other parties in the TelexFree Litigation, or anyone else other than Plaintiffs' attorneys or experts employed by TelexFree Class Plaintiffs' Counsel or another Craft Defendant, Plaintiffs' counsel shall identify to a Craft Defendant all

documents produced or provided by such Craft Defendant that they intend to file in Court or to disclose to anyone other than the persons allowed access by the Protective Order. The Craft Defendant who is the subject of a document deemed to disclose personal, confidential and/or privileged information to them shall then have a reasonable period of twenty (20) business days to identify protected personal, confidential and/or privileged information that must be redacted or removed by TelexFree Class Plaintiffs from the documents before the contents of the documents can be used in any way in the TelexFree Litigation or in any other way or that may be filed but only under seal. This requirement shall not relieve Plaintiffs of their own obligation to redact SSNs, protected personal information and full credit card numbers before producing or filing the same.

(b) Pursuant to the above procedure, in the event that the relevant Parties are unable to reach agreement on a document or witness related matter, the producing Craft Defendant shall file a motion for a Protective Order within fifteen (15) business days of Plaintiffs' notifying that Craft Defendant that they wish to make use of a document or witness to which such Craft Defendant objects. The parties shall simultaneously request that the Court refer this dispute to Magistrate Judge Hennessey for resolution within 30 days of the filing of the Motion for Protective Order.

(c) TelexFree Class Plaintiffs shall comply with the terms of such a Protective Order in filing any documents received from the Craft Defendants in the ongoing TelexFree Litigation and in discovery therein.

(d) Any documents previously produced by the Craft Defendants to Plaintiffs in connection with this Settlement Agreement or the negotiation of the settlement described herein shall be treated as "Confidential" pursuant to such a Protective Order.

26. Plaintiffs shall be entitled to depose any Craft Defendant witness who appears for an informal interview pursuant to paragraph 22(b) above, or who is later identified as possessing evidence unique or personal to them alone for the purpose of preserving that witness's testimony for trial; provided, however, such a deposition shall be in the city and state of the witness's residence and otherwise conducted pursuant to the Federal Rules of Civil Procedure. It is understood that any such witness will testify as to their best current recollection.

27. At the request of TelexFree Class Plaintiffs' Counsel, the Craft Defendants will provide one or more witnesses who are competent to testify and who can sign affidavits, upon personal knowledge, regarding Cooperation Materials and other informal or formal discovery responses, for the purpose of signing affidavits in connection with motion practice by Plaintiffs' counsel. It is understood that any such witness will testify as to their best current recollection.

28. As Plaintiffs' counsel deems it necessary to have the Craft Defendants authenticate one or more documents for admission at trial, they shall identify those documents to the Craft Defendants' counsel and the Craft Defendants shall proffer one or more competent witnesses to appear at a deposition or to otherwise support the admission of the identified documents at trial. It is understood that any such witness will testify as to their best current recollection.

29. The Craft Defendants agree to provide one or more witnesses who have personal knowledge of admissible evidence to appear at trial. It is understood that any such witness will testify as to their best current recollection.

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31. All Cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided. The Craft Defendants have not entered in to any Joint

Defense Agreement in this matter. All exchanges relating to the execution of this settlement agreement including proffers and meetings between counsel for the Parties were expressly carried out as such and are entitled to the protections of FRE 408. Neither party shall disclose the contents of those discussions, proffers, and exchanges of documents with any person or entity for any reason ever. The Settlement Class Counsel will be provided with correspondence from and to all non-Craft Defendants relating to the TelexFree Litigation, excepting therefrom any such correspondence subject to a joint defense privilege, and be invited to participate in any and all communications of whatever nature including informal attorney proffers, witness interviews, and depositions provided by Craft Defendants to any non-Craft Defendant as related to the subject matter of the Litigation and TelexFree's Pyramid Scheme and money laundering. Should an impromptu communication take place it is the affirmative obligation of the Craft Defendants to immediately terminate it and provide a full disclosure to Plaintiffs' Counsel. Failure of any term within the agreement shall be considered a material breach.

32. From and after the date of this Settlement Agreement, the Craft Defendants will provide notice to, and a copy of, any correspondence, interview notice, deposition notice, or subpoena issued by another Defendant and all formal or informal written communication(s) relating to the TelexFree Litigation they receive from another Defendant. The notice and such copies shall be promptly provided upon receipt (to the extent any Craft Defendants is aware of such deposition notice or subpoena and actually receives same). The Craft Defendants will provide notice to Plaintiffs' Lead counsel, or his designee, of any oral communication together with a summary of same within 48 hours.

33. Any statements made by the Craft Defendants' or their counsel in connection with and/or as part of this settlement shall be governed by Federal Rule of Evidence 408.

34. TelexFree Class Plaintiffs and Settlement Class Counsel agree they and their experts will not use the information provided by the Craft Defendants, the Releasees or their representatives for any purpose other than the pursuit of the TelexFree Class Plaintiffs' claims in the Actions, and will use it in the Litigation in compliance with the Protective Order, and will not use it beyond what is reasonably necessary for the prosecution of the TelexFree Class Plaintiffs' claims in the Actions or as otherwise required by law. While TelexFree Class Plaintiffs may employ knowledge that they have obtained from the Craft Defendants' Cooperation under this Agreement in prosecuting their claims in the Actions, TelexFree Class Plaintiffs, Settlement Class Counsel and their experts, shall treat all documents, testimony and statements provided pursuant to this Agreement in accordance with the protections of the Protective Order.

35. The obligation of each Craft Defendant to provide Cooperation includes providing ongoing assistance to TelexFree Class Plaintiffs to understand any transactional sales and cost data produced and concerning any involvement of any person or entity relating to TelexFree's unlawful pyramid scheme or related business including businesses that did business with them and any and all allegations and claims referenced in the TelexFree Litigation to TelexFree Class Plaintiffs by the Craft Defendants during the interviews conducted pursuant to this Agreement, and this assistance shall not be affected by the terms of the Release set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, the Craft Defendants' obligations to provide Full Cooperation under this Agreement shall continue as reasonably necessary to understand any transactional sales and cost data or until otherwise ordered by the Court, or the date that final judgment has

been entered in the Action against the last Defendant. This obligation is subject to the time and scope limitations set forth in the Agreement.

36. Other than to enforce the terms of this Agreement, neither the Craft Defendants nor TelexFree Class Plaintiffs shall file motions against the other in this Action during the pendency of the Agreement.

37. Notwithstanding the Parties' agreement to inform the Court of the fact of this settlement, the Craft Defendants and TelexFree Class Plaintiffs agree not to disclose publicly or to any other person the terms of this Agreement until it is submitted to the Court.

38. The Craft Defendants shall use all best efforts to cooperate under the terms of this Agreement. If a Craft Defendant, or any current or former employee, officer, director or agent of a Craft Defendant fails to cooperate under the terms of this Agreement, and that failure continues after specific notice and a reasonable opportunity to cure of no less than fifteen (15) but no more than thirty (30) days, Settlement Class Counsel shall move for termination under Paragraph 15 of this Settlement Agreement or move for an Order from the Court compelling such cooperation. The non-cooperating witness shall bear all related costs and expenses including attorney fees and costs approved by the Court.

D. Release, Discharge, and Covenant Not to Sue.

39. Except as specified in Paragraphs 15, 22, and 30 above and in addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 48 of this Agreement, and in consideration of payment of the Settlement Amount and Cooperation, as specified in Paragraphs 10 and 13-32, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature that Releasors, or each of them, ever had, now have, or hereafter can, shall, or may ever

have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating to TelexFree, including without limitation (a) any conduct alleged in the Complaints, (b) any act or omission of the Releasees (or any of them) alleged in the Complaints concerning the conduct of the Craft Defendants as relates to the TelexFree Pyramid Scheme, or (c) any conduct alleged and causes of action asserted or that could have been alleged or asserted, in any class action or other complaints filed in the Actions (the "Released Claims").

40. As specified in Paragraphs 58 and 67 above, Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee as to, in whole or in part, any of the Released Claims unless (i) the Agreement is, for any reason, not finally approved or is rescinded or otherwise fails to become effective or (ii) if the Craft Defendants are found by the MDL 2566 Court to have withheld Cooperation or to have not fully cooperated or to have materially breached the terms of this Settlement Agreement, including being untruthful.

41. In exchange for the release, the Craft Defendants shall pay money as set forth herein and provide Full Cooperation to the TelexFree Class Plaintiffs as set forth herein, both of which are considered material terms.

42. In addition to the provisions of Paragraph 39 of this Agreement, Releasors hereby expressly waive and release, solely with respect to the Released Claims and upon this Agreement becoming final, any and all provisions, rights, and benefits, conferred by § 1542 of

the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS
SETTLEMENT WITH THE DEBTOR.

Releasors further expressly waive and release, solely with respect to the Released Claims and upon this Agreement becoming final, any and all provisions, rights, and benefits, conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

E. Approval of this Agreement and Dismissal of Claims against the Craft Defendants.

42. TelexFree Class Plaintiffs and the Craft Defendants shall use their best efforts to effectuate this Agreement, including cooperatively seeking the Court's approval for the establishment of procedures including the giving of class notice under Federal Rules of Civil Procedure 23(e) electronically to secure the complete and final dismissal with prejudice of the Actions as to the Releasees only.

43. As soon as practicable after the execution of this Agreement, TelexFree Class Plaintiffs and the Craft Defendants shall inform the Court that TelexFree Class Plaintiffs and the Craft Defendants have finalized an agreement to settle the Actions and that all actions pertaining to the Craft Defendants should be stayed.

44. As promptly as possible the TelexFree Class Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement. The Motion shall include the proposed form of an order preliminarily approving this Agreement, and proposed form of the electronic notice. No less than five (5) business days before filing, TelexFree Class Plaintiffs

shall submit a draft of the Motion to the Craft Defendants for approval consistent with the terms of this Settlement Agreement, which shall not be unreasonably withheld.

45. Following receipt of the approval order, TelexFree Class Plaintiffs shall seek authorization to electronically disseminate notice of the proposed settlement to the Settlement Class (the "Notice Motion").

46. TelexFree Class Plaintiffs shall seek, and to which the Craft Defendants will not object unreasonably, the entry of an order and final judgment, the text of which TelexFree Class Plaintiffs and the Craft Defendants shall mutually agree.

47. The terms of that order and final judgment will include, at a minimum, the substance of the following provisions:

(a) Certification of the Settlement Class described in Paragraph 6 of this Agreement, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement;

(b) As to the Actions, final approval of this settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and direction of its consummation according to its terms;

(c) As to Class Notice, approval of electronic notice as satisfying the requirements of Rule 23 because it is the "best notice that is practicable under the circumstances." The sole use of Electronic Notice, without publication in printed materials, is a material term of this agreement. The parties have taken into account TelexFree was an e-based operation;

(d) That Massachusetts law, including the provisions of M.G.L. c. 231B, §4 which bars contribution actions against joint tortfeasors who settle in good faith, without regard to the principles of conflicts of law, shall govern the enforcement and interpretation of the final judgment and any other claims arising under or in any way related to the TelexFrec Pyramid Scheme;

(e) As to the Craft Defendants a directive that the Actions be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(f) Reservation of exclusive jurisdiction to the United States District Court for the District of Massachusetts over the settlement and this Agreement, including the administration and consummation of this settlement, as well as over the Craft Defendants for the duration of their provision of Cooperation pursuant to this Agreement;

(g) Determination under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and a directive that the judgment of dismissal as to the Craft Defendants shall be final; and

(h) The terms of this Agreement shall remain binding on the parties following dismissal and that this court shall retain continuing jurisdiction.

48. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 6 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and a separate and final judgment dismissing the Craft Defendants from the above-captioned Actions with prejudice as to all Settlement Class Members and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a separate and final judgment as to the Craft Defendants described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to the Craft

Defendants has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmation has become no longer subject to further appeal or review.

49. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that TelexFree Class Plaintiffs and the Craft Defendants have executed this Agreement, TelexFree Class Plaintiffs and the Craft Defendants shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 15, 51 or 63 of this Agreement.

F. Exclusions

50. Within thirty (30) business days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel shall cause copies of requests for exclusion from the Settlement Class to be provided to counsel for the Craft Defendants and placed on file. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, the Craft Defendants reserve all of their legal rights and defenses.

51. Opt Out. If more than twenty-five percent (25%) of the Settlement Class members, calculated by number of members or by amount of payments to TelexFree, opt out of the settlement with the Craft Defendants, then the Craft Defendants shall have the option, in their sole and absolute discretion, to declare that the Settlement Agreement and the Term Sheet are null and void. The Craft Defendants shall be deemed to waive their right to declare this Settlement Agreement and the Term Sheet null and void if they fail to notify the TelexFree Class Plaintiffs' counsel of such an election within 10 days of receiving notice that more than 25% of the TelexFree Class Plaintiffs have opted out.

G. Electronic Notice to The Class

52. The Craft Defendants agree to permit use of a maximum of US \$100,000.00 of the Settlement Fund monies paid by them for notice to the Class and the costs of administration of the Settlement Fund.

53. It is agreed to by the Parties that electronic notice is the best possible method of notice to this unique class. The use of electronic notice only, rather than mail or publication is a material term to this Settlement Agreement, and should the Court not approve this term the parties have the right to terminate the agreement subject to Paragraph 57 below which provides a period during which they shall be afforded the option of presenting the Court with an alternative form of Notice.

54. The aforementioned notice and administration expenses up to the maximum of US \$100,000.00 from the Craft Defendants and payable from the Settlement Fund are not recoverable if this settlement does not become final or is rescinded or otherwise fails to become effective to the extent such funds have actually been expended or the expenses have been incurred for notice and administration costs.

55. Other than through the funds paid associated with providing notice of this settlement and administration of the Settlement Fund, the Craft Defendants shall not be liable for any other of the Plaintiffs' costs or expenses of the litigation of the Actions, including attorneys' fees, fees and expenses of expert witnesses and consultants, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for Class administration and costs.

56. If Settlement Class Counsel enter into any other settlements on behalf of a class of TelexFree Class Plaintiffs in the MDL 2566 Litigation after the Execution Date, but before notice of this Agreement is given to the Settlement Class, Settlement Class Counsel shall use

reasonable efforts to provide a single notice to prospective Settlement Class members of all such settlements, and the administrative costs associated with providing notice and administration of the settlement fund shall be allocated proportionately among the Craft defendants, but in no event shall Craft's payments exceed the \$100,000 cap on such payments.

57. If the Court does not approve electronic notice as the sole notice to the class, the Parties shall have the option of formulating and agreeing to propose to the Court a mutually agreeable alternative notice program within 14 days.

H. The Settlement Fund.

58. Releasors shall look solely to the Settlement Fund and Full Cooperation for satisfaction against the Releasees of all Released Claims and shall have no other recovery against the Craft Defendants or any Releasee.

59. After this Agreement becomes final within the meaning of Paragraph 48, the Settlement Fund shall be distributed in accordance with a plan to be submitted at the appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, with the exception of the provisions set forth in Paragraphs 15(d), 43, and 52 of this Agreement.

I. Settlement Class Counsel's Attorneys' Fees, Payment of Costs and Expenses, and Incentive Awards for Class Representatives.

60. Subject to Court approval, TelexFree Class Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees after this Agreement becomes final within the meaning of Paragraph 48. Incentive awards to any of the TelexFree

Class Plaintiffs named above, if approved by the Court, will also be paid solely out of the Settlement Fund. Attorneys' fees and costs and expenses awarded by the Court shall be payable from the Settlement Fund.

61. Neither the Craft Defendants nor any Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel of any fee or cost and expense award in the Actions and shall take no position on the proposed distribution of the funds it pays or the use of the evidence it provides.

62. In addition, neither the Craft Defendants nor any Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, and/or any other person who may assert some claim thereto, of any fee or cost and expense award that the Court may make in the Actions.

J. Rescission If this Agreement Is Not Approved or Final Judgment Is Not Entered.

63. If the Court refuses to approve this Agreement or any material term herein or if the Court does not certify a settlement class in accordance with the specific Settlement Class definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraphs 47 and 48 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then the Craft Defendants and TelexFree Class Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety except as to paragraph 23 pertaining to the discovery obligations of Craft.

64. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph Paragraphs 15, 51 or 63 A modification or reversal on

appeal of any amount of Settlement Class Counsel's fees or costs and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

65. In the event that this Agreement does not become final, or this Agreement otherwise is terminated pursuant to Paragraphs 15, 51 or 63, then this Agreement shall be of no force or effect, and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to the Craft Defendants less only disbursements made, or obligations incurred in accordance with Paragraphs 12 and 52 of this Agreement. The Craft Defendants expressly reserve all of their rights and defenses if this Agreement does not become final.

K. Miscellaneous.

66. Nothing in this Agreement shall prevent the TelexFree Class Plaintiffs from using Cooperation Materials produced pursuant to this Agreement against any other Defendant for any purpose in the MDL-2566 Litigation as long as the advance notice provisions in this Settlement Agreement and the Protective Order are complied with.

67. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement in exchange for the payment of the Settlement Amount and Cooperation by the Craft Defendants.

68. TelexFree Plaintiffs' Counsel shall determine in good faith all materials reasonably required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"). The Craft Defendants will provide all such materials reasonably requested by Plaintiffs' counsel and Plaintiff's counsel will

prepare all notices required under CAFA. Defendants shall mail the CAFA notices. No part of this clause shall violate the express terms of CAFA or its interpretive cases.

69. This Agreement does not settle or compromise any claim by TelexFree Class Plaintiffs, or any other Settlement Class Member asserted in the Complaints or, if amended, any subsequent Complaint, against any Defendant or alleged co-conspirator other than the Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by TelexFree Class Plaintiffs and the Settlement Class.

70. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than the Releasees for their involvement with TelexFree and others' alleged illegal conduct, are specifically reserved by TelexFree Class Plaintiffs and Settlement Class Members.

71. Craft Defendants' alleged involvement with TelexFree and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Actions as a potential basis for liability and damage claims against non-Craft Defendants and shall be part of any joint and several liability claims against other current or future Defendants in the Actions or other persons or entities other than the Releasees.

72. The United States District Court for the District of Massachusetts shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by TelexFree Class Plaintiffs and the Craft Defendants.

73. Nothing shall prohibit the parties from mutually agreeing to have disputes arising under this Agreement submitted to binding arbitration.

74. All persons and entities making claims under this Settlement Agreement shall be deemed to submit to the jurisdiction of the MDL 2655 Court.

75. This Agreement shall be governed by and interpreted according to the substantive laws of the Commonwealth of Massachusetts without regard to its choice of law or conflict of laws principles. With the exception of the limitations set forth in Paragraphs 22, 26, 28, and 30 of this Agreement, the Craft Defendants will not object to complying with any of the other provisions set forth in this Agreement on the basis of jurisdiction.

76. This Agreement constitutes the entire, complete and integrated agreement among TelexFree Class Plaintiffs and the Craft Defendants pertaining to the settlement of the Actions against the Craft Defendants, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between TelexFree Class Plaintiffs and the Craft Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by TelexFree Class Plaintiffs and the Craft Defendants and approved by the Court.

77. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of TelexFree Class Plaintiffs and the Craft Defendants. Without limiting the generality of the foregoing, upon final approval of this Agreement each and every covenant and agreement made herein by TelexFree Class Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members, Releasers and Releasees. The Releasees (other than the Craft Defendants which are parties hereto) are third-party beneficiaries of this Agreement who are bound by this agreement and are otherwise authorized to enforce its terms applicable to them.

78. This Agreement may be executed in counterparts by TelexFree Class Plaintiffs and the Craft Defendants, and a facsimile or imaged signature shall be deemed an original signature for purposes of executing this Agreement.

79. Neither TelexFree Class Plaintiffs nor the Craft Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

80. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by facsimile, or electronic mail (provided that no notice of rejection or non-delivery of email is received), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

(intentionally left blank)

81. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

Dated: September 6, 2019

THE REPRESENTATIVE PARTIES AGREE TO THE ABOVE TERMS AND CONDITIONS

CRAFT

By its attorneys,



Thomas E. Dwyer, Jr.
Jonathan C. Crafts

TELEXFREE CLASS PLAINTIFFS

By their attorneys,



9/27/19

Robert J. Bonsignore
MDL 2566 Interim Lead Counsel

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Telephone: 617-856-8586
Email: wbaldiga@brownrudnick.com

ATTACHMENT A

Targeted Identified U.S. Net Winners

Net Winner

Maria Tercsa Milagres Neves
Benjamin Argueta
Alexandro Rocha
Marcos Lana
Luiz Antonio Da Silva
Jose Neto
Eduardo N. Silva
Julio C. Paz
Bruno Graziani
Michel Cristiano Santolin De Arruda
Francisdalva Siqueira
Alexander N. Aurio
Amilcar Lopez
Renato Sacramento
Euzebio Sudre Neto
Julio Silva
Davidson R. Teixeira
Jose Carlos Maciel
Jesus Osuna
Chai Hock Ng
Hugo Alvarado
Ana R. Ramos
Edilene Storck Navarro
Helio Barbosa
Gelatin-3377, LLC
Linda Suzanne Hackett
Soraya Ferreira
Ruddy Abreau
Edson F Souza
Vaming Services
Jorge Antonio Mejia Sequeira
Rodrigo Castro
Marco Almeida
David Reis
Rodrigo Montemor
Ana Santos
Wesley Dias
Timex Research Consulting Inc.
Celso Roberto Silva Filho
Team Global Adverting LLC

LWC Marketing, Inc.
Bartolo Castillo
Gaspar Jesus
Laureano Arellano
Aaron Ataide
Luisa E. Lopez
Marcio Souza Nery
Debora C. Brasil
Joelito Souza Caldas Junior
Rosane Cruz
United Group USA
Jean 2004 Enterprise Corp
Rudmar Gentil
New Generation Med Supply Inc.
Daneng Xiong
Omar Quinonez
Carlos C. Dejesus
Carlos Alfaro
Lusette Balan
Technovia Inc.
Faith Sloan
Mariza S Marinelli
Nubia R Goulart
Roberto Nunez
Gilson Nassar
Bingjian Pan
Chen, Vue
Rodrigo R Breda
Paulo Giuliano Diogenes De Bessa Rosado
Jose Miguel Filho
Bilkish Sunesara
Lan Lan Ji
Ezau Soares Ferreira
Vencrando Contreras
Jap International Network LLC
Andres Bolivar Estevez
Wallace Augusto Da Silva
Fabiana Acacia Da Cruz Dos Santos
Eddie Alberto Duverge
Global Marketing Strategies
Carlos Vanterpool
Devendra Shah
Pat Jackson
Silverio Reyes
Jose Lopez
Dwayne Jones

Gerald Agnew
Joseph Pietropaolo
Jamilson Marcos Conceicao
Sonya Crosby
Wesley Nascimento Alves
Antonio Oliveira
Ronei Barreto
Ana Rosa Lopez
Milagros Adames
Lm Davar Inc.
Frantz Balan
Parrot Bay Homes, Inc.
Edgar Borelli
Ricardo Fabin
Daniel Chavez
Faustino Torres
Randy Crosby
Marcelo Dasilva

ATTACHMENT B

List of All Upcoming Defendants

[to be inserted]

ATTACHMENT C

TelexFree Entities, collectively known as "TelexFree"

TelexFree, Inc.

TelexFree, LLC

TelexFree Financial, Inc.

Telexelectric, LLLP

Telex Mobile, Holdings, Inc.

TelexFree International, Inc.

TelexFree, Ltd.

Ympactus Comercial Ltda

P.L.I. TelexFree Rwanda, Ltd.

JC REALTY Co.'s
