

ADFIN SOLUTIONS, INC.

**AMENDMENT TO
INVESTORS' RIGHTS AGREEMENT**

This AMENDMENT TO THE INVESTORS' RIGHTS AGREEMENT (this "Amendment") is entered into as of April 5, 2013 by and among AdFin Solutions, Inc., a Delaware corporation (the "Company") and the undersigned holders of the Company's Series A Preferred Stock (the "Preferred Holders"), for the purpose of amending that certain Investors' Rights Agreement, dated December 28, 2012 (the "Agreement"), by and among the Company and the stockholders of the Company set forth on Schedule A attached thereto. Capitalized terms used in this Amendment shall have the same meanings given to them in the Agreement unless otherwise indicated.

RECITALS

A. Section 5.3 of the Agreement provides that the holders of at least ninety percent (90%) of the Registrable Securities with the Company's written consent may amend the Agreement.

B. The Company and the holders of at least ninety percent (90%) of the Registrable Securities now desire to amend the Agreement as set forth below.

AGREEMENT

Therefore, pursuant to Section 5.3 of the Agreement, the Company and the Registrable Securities holders, holding at least ninety percent (90%) of the Registrable Securities, hereby agree as follows:

1. Section 2.13 of the Agreement, which previously read as follows:

"2.13 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a ninety percent (90%) majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that provides such holder or prospective holder with registration rights with respect to such securities unless (i) such other registration rights are subordinate to the registration rights granted to the Holders hereunder and the inclusion of such securities will not reduce the amount of the Registrable Securities of the Holders that are included in a given registration and (ii) the holders of such rights are subject to market standoff obligations no more favorable to such persons than those contained herein."

is hereby amended and restated in its entirety to read as follows:

“2.13 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a sixty six percent (66%) majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that provides such holder or prospective holder with registration rights with respect to such securities unless (i) such other registration rights are subordinate to the registration rights granted to the Holders hereunder and the inclusion of such securities will not reduce the amount of the Registrable Securities of the Holders that are included in a given registration and (ii) the holders of such rights are subject to market standoff obligations no more favorable to such persons than those contained herein.”

2. Section 3.1 of the Agreement, which previously read as follows:

“3.1 Right of First Offer. Subject to the terms of this Section **Error! Reference source not found.** and applicable securities laws, if the Company proposes to offer or sell any Equity Securities, the Company shall give each Investor that holds at least 5% of the shares of Registrable Securities (each a **“Major Investor”**) the right to purchase such Major Investors’ pro rata share of such Equity Securities, on the same terms as the Company is willing to sell such Equity Securities to any other person. A Major Investor’s pro rata share of the Equity Securities shall be equal to that percentage of the Outstanding Common Equivalents (as defined below) held by such Major Investor on the date of the company’s written notice referred to in Section **Error! Reference source not found.** below. For purposes of this Section **Error! Reference source not found.**, the **“Outstanding Common Equivalents”** shall mean outstanding shares of Common Stock and all shares of Common Stock issuable, directly or indirectly, upon exercise or conversion of any outstanding preferred stock, warrants or options or any other right to acquire any of the foregoing. A Major Investor shall be entitled to apportion this right of first offer among itself and its Affiliates in such proportions as it deems appropriate.”

is hereby amended and restated in its entirety to read as follows:

“3.1 Right of First Offer. Subject to the terms of this Section 3 and applicable securities laws, if the Company proposes to offer or sell any Equity Securities, the Company shall give each Investor that holds at least 0.5% of the shares of Registrable Securities (each a **“Major Investor”**) the right to purchase such Major Investors’ pro rata share of such Equity Securities, on the same terms as the Company is willing to sell such Equity Securities to any other person. A Major Investor’s pro rata share of the Equity Securities shall be equal to that percentage of the Outstanding

Common Equivalents (as defined below) held by such Major Investor on the date of the company's written notice referred to in Section 3.2 below. For purposes of this Section 3, the "**Outstanding Common Equivalents**" shall mean outstanding shares of Common Stock and all shares of Common Stock issuable, directly or indirectly, upon exercise or conversion of any outstanding preferred stock, warrants or options or any other right to acquire any of the foregoing. A Major Investor shall be entitled to apportion this right of first offer among itself and its Affiliates in such proportions as it deems appropriate."

3. Section 5.3 of the Agreement, which previously read as follows:

"**5.3 Amendments and Waivers.** Any provision of this Agreement may be amended and the observance thereof may be waived, either generally or in a particular instance and either retroactively or prospectively, only with the written consent of the Company and the holders of a ninety percent (90%) majority of the Registrable Securities; *provided, however*, that this Agreement may not be amended and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor unless such amendment or waiver applies to all Investors in the same fashion (it being agreed that a waiver of the provisions of Section **Error! Reference source not found.** with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such transaction), and *provided further*, that if an amendment or waiver adversely affects the Common Holders in a manner that is different from its effect on the Investors, then such amendment or waiver shall require the written consent of the holders of a majority of the shares of Common Stock held by the Common Holders. The Company shall give prompt notice of any amendment hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment or waiver. Any amendment or waiver effected in accordance with this Section 0 shall be binding upon each Investor, the Common Holder, each permitted successor or assignee of such Investor or Common Holder and the Company."

is hereby amended and restated in its entirety to read as follows:

"**5.3 Amendments and Waivers.** Any provision of this Agreement may be amended and the observance thereof may be waived, either generally or in a particular instance and either retroactively or prospectively, only with the written consent of the Company and the holders of a sixty six percent (66%) majority of the Registrable Securities; *provided, however*, that this Agreement may not be amended and the observance of any term hereof may not be waived with respect to any

Investor without the written consent of such Investor unless such amendment or waiver applies to all Investors in the same fashion (it being agreed that a waiver of the provisions of Section **Error! Reference source not found.** with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such transaction), and *provided further*, that if an amendment or waiver adversely affects the Common Holders in a manner that is different from its effect on the Investors, then such amendment or waiver shall require the written consent of the holders of a majority of the shares of Common Stock held by the Common Holders. The Company shall give prompt notice of any amendment hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment or waiver. Any amendment or waiver effected in accordance with this Section 0 shall be binding upon each Investor, the Common Holder, each permitted successor or assignee of such Investor or Common Holder and the Company.”

4. Except as amended hereby, the Agreement remains in full force and effect.
5. This Amendment shall be governed in all respects by the internal laws of the State of New York, without reference to principles of choice of law.
6. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment to Investors' Rights Agreement as of the date first set forth above.

COMPANY:

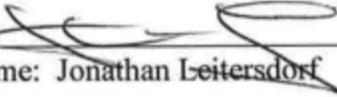
ADFIN SOLUTIONS, INC.

By: *Jeanne Houweling*
Jeanne Houweling
President & CEO

COUNTERPART SIGNATURE PAGE TO
AMENDMENT TO
INVESTORS' RIGHTS AGREEMENT

COMMON HOLDER:

JONATHAN LEITERSDORF

By: 

Name: Jonathan Leitersdorf

PREFERRED HOLDERS:

JONATHAN LEITERSDORF

By: 

Name: Jonathan Leitersdorf

DAVID J. MITCHELL

By: _____

Name: David J. Mitchell

COUNTERPART SIGNATURE PAGE TO
AMENDMENT TO
INVESTORS' RIGHTS AGREEMENT

COMMON HOLDER:

JONATHAN LEITERSDORF

By: _____
Name: Jonathan Leitersdorf

PREFERRED HOLDERS:

JONATHAN LEITERSDORF

By: _____
Name: Jonathan Leitersdorf

DAVID J. MITCHELL

By: _____
Name: David J. Mitchell

