

ADFIN SOLUTIONS, INC.

COMPLIANCE CERTIFICATE

July __, 2013

The undersigned, Jeanne Houweling, the duly elected and acting Chief Executive Officer of AdFin Solutions, Inc., a Delaware corporation (the "Company"), does hereby certify as follows:

1. The undersigned is familiar with the terms and conditions of the Series A Preferred Stock Purchase Agreement, dated December 28, 2012 (the "Agreement"), as amended, by and among the Company and the investors listed on Exhibit A thereto (the "Purchasers"), and is familiar with the terms and conditions of the various documents mentioned and described in the Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. The representations and warranties made by the Company in Section 3 of the Agreement, as modified by the Schedule of Exceptions, as amended and restated in the form attached hereto as Exhibit A (the "Amended and Restated Schedule of Exceptions"), are true and correct in all material respects on and as of the date of this Compliance Certificate with the same effect as though such representations and warranties had been made on and as of the date of this Compliance Certificate (except for those representations and warranties which address matters as of a particular date, which shall have been true and correct in material respects as of such particular date).

3. The Company has performed and complied in all material respects with all agreements, obligations and conditions contained in the Agreement that are required to be performed or complied with by it on or before the date of this Compliance Certificate and has obtained all approvals, consents and qualifications necessary to complete the purchase and sale described herein.

In witness whereof, the undersigned has signed this Compliance Certificate as of the date first set forth above.

Jeanne Houweling, President & CEO

EXHIBIT A

AMENDED AND RESTATED SCHEDULE OF EXCEPTIONS

AMENDED AND RESTATED SCHEDULE OF EXCEPTIONS

JULY __, 2013

In connection with that certain Series A Preferred Stock Purchase Agreement, dated as of December 28, 2012 (the "Agreement"), by and among AdFin Solutions, Inc. (the "Company") and each of the Purchasers named therein, the Company hereby delivers this Schedule of Exceptions to the Company's representations and warranties given in the Agreement, as amended. This Schedule of Exceptions and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties and covenants of the Company contained in the Agreement, and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants. The section numbers in this Schedule of Exceptions correspond to the section numbers in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated in any other section of the Agreement where such disclosure would be appropriate and reasonably apparent. Where the terms of a contract, agreement or other disclosure item have been summarized or described in this Schedule of Exceptions, such summary or description does not purport to be a complete statement of the material terms of such contract, agreement or other disclosure item and such summary or description is qualified in its entirety by such contract, agreement or other disclosure item. A disclosure or statement in this Schedule of Exceptions shall not be construed as indicating that such matter is material, has or could have a material adverse effect on the Company or is necessarily required to be disclosed by the Company. No disclosure in this Schedule of Exceptions relating to any possible or alleged breach or alleged violation of any agreement, law or regulation shall be construed as an admission or indication that any such alleged breach or alleged violation exists or has actually occurred or that a basis for any defense to such allegation or claim does not exist or that any basis for any counter-claim or cross-complaint against the claimant does not exist. Capitalized terms used but not defined herein shall have the same meanings given them in the Agreement.

Schedule 3.1
Organization and Standing

DLA has ordered certificates of good standing from the Delaware and New York Secretaries of State. DLA to provide upon receipt.

**Schedule 3.3
Capitalization**

In a June 26 2013 board meeting (the “June Board Meeting”), the board of directors of the Company (the “Board”) approved of an increase of the reserved shares of Common Stock under 2012 Equity Incentive Plan by 600,000 shares of Common Stock.

Pursuant to the June Board Meeting, the Board approved option grants to certain employees and advisors as set forth below.

<u>Employees:</u>	<u>Option Grant</u>
Xiaofei Du	15,000
Ashish Walia	1,500
Anthony Cammarata	15,000
Susan Hamel	15,000
Franklin Cheung	1,500
Nicholas Kolba	4,000
Emily Fuhrman	4,000
<u>Advisors:</u>	
Tim Hanlon	25,000
Richard Kirshenbaum	20,000
<u>Ari Paparo</u>	<u>25,000</u>
TOTAL	126,000

In the ordinary course of business the Company provides for option grants to advisors and employees subject to Board approval.

Pursuant to the Houweling Employment Agreement (defined below), the Company will gross up Jeanne’s Houweling’s options and grant her an additional option to purchase shares of Common Stock following the conclusion of the Series A financing round.

Schedule 3.11
Intellectual Property

The Company uses open-source components in its software code. The Company believes that the license will not restrict the Company's abilities to use the Company's software commercially, although the Company has not conducted an open-source audit on its software code.

The Company has filed Provisional Patent Serial No. 61/751,929 regarding real-time digital asset sampling apparatuses, methods and systems.

Schedule 3.12
Employees

The Company has recently brought on several new advisors and employees all of whom have either signed or are in the process of signing a form of Assignment of Inventions, Non-Disclosure and Non-Compete Agreement.

Schedule 3.15
Material Contracts and Obligations

Executive Employment Agreement, by and between the Company and Jeanne Houweling, dated November 9, 2012, effective November 5, 2012 (the “Houweling Employment Agreement”).

The Company has hired a Vice President of Sales pursuant to the Company’s standard offer letter.

The Company enters into its standard offer letters with its employees in the ordinary course of business.

The Company has filed Provisional Patent Serial No. 61/751,929 regarding real-time digital asset sampling apparatuses, methods and systems.

In conjunction with the subsequent Closing on today’s date, the Company and the requisite purchasers of the Company’s Series A Preferred Stock have executed a Second Amendment to the Agreement.

Service Agreement, by and between the Company and Peer39, Inc., dated May 30, 2013.

Letter of Agreement, by and between the Company and WIT Strategy, Inc., dated June 4, 2013.

The Company pays approximately \$10,250 monthly for office space (subleased from Jonathan Leitersdorf), supplies and utility bills.

The Company pays approximately \$7,500 monthly for a corporate apartment.

The Company has entered into an engagement letter with DLA Piper LLP (US), corporate counsel to the Company, and has ongoing obligations pursuant to such engagement letter.

The Company has entered into an engagement letter with Cooley LLP, intellectual property counsel to the Company, and has ongoing obligations pursuant to such engagement letter.