

UNITED STATES DISTRICT COURT WESTERN
DISTRICT OF PENNSYLVANIA

RAYMOND BALESTRA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CLOUD WITH ME LTD., GILAD SOMJEN, and
ASAF ZAMIR,

Defendants.

Case No. 2:18-cv-00804-MRH-LPL

CLASS ACTION

**NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION**

A Federal Court Authorized This Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT (THE “ACTION”) IF, DURING THE PERIOD BETWEEN JULY 25, 2017 AND JUNE 19, 2018, INCLUSIVE (THE “CLASS PERIOD”), YOU PURCHASED OR OTHERWISE ACQUIRED ASSETS DIRECTLY FROM CLOUD WITH ME, LTD. (“CLOUD” OR THE “COMPANY”) WHILE LOCATED IN THE UNITED STATES. ASSETS BOUGHT FROM CLOUD WITH ME, LTD. ARE REFERRED TO IN THIS NOTICE AS CLD TOKENS.¹

PLEASE ALSO BE ADVISED THAT THE COURT-APPOINTED CLASS REPRESENTATIVES, JOHN OUM AND RAYMOND BALESTRA, ON BEHALF OF THE CLASS (DEFINED BELOW), HAVE REACHED A PROPOSED SETTLEMENT OF THE ACTION FOR A TOTAL OF: (I) US \$165,000 IN CASH; AND (II) ANY EARNINGS ON ANY SUCH MONIES THAT WILL RESOLVE ALL CLAIMS IN THE LITIGATION (THE “SETTLEMENT”).

IF YOU DO NOT WISH TO BE INCLUDED IN THE CLASS AND YOU DO NOT WISH TO PARTICIPATE IN THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE, YOU MAY REQUEST TO BE EXCLUDED. TO DO SO, YOU MUST SUBMIT A WRITTEN REQUEST FOR EXCLUSION THAT MUST BE POSTMARKED ON OR BEFORE JUNE 25, 2022.

¹ This Notice of Pendency and Proposed Class Action Settlement (“Notice”) incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated January 26, 2022 (the “Stipulation”). All capitalized terms used, but not defined herein, shall have the same meanings the terms defined as in the Stipulation. The Stipulation is posted on the Claims Administrator’s settlement website, www.strategicclaims.net/CLD.

SUMMARY OF THIS NOTICE

I. Description of the Litigation and the Class

This Notice relates to the proposed Settlement of a class action lawsuit pending against Cloud With Me Ltd., Gilad Somjen, and Asaf Zamir (the “Defendants”). The proposed Settlement, if approved by the Court, will settle all claims against the Defendants of all persons and entities who purchased or otherwise acquired CLD Tokens directly from Cloud With Me, Ltd. between July 25, 2017 and June 19, 2018, inclusive (the “Class Period”), while located within the United States at the time of their transaction and were allegedly damaged thereby (the “Settlement Class” or “Class”).

II. Statement of Class’ Recovery

Subject to Court approval, and as described more fully in Section III below, Lead Plaintiff², on behalf of the Class, has agreed to settle all claims related to the purchase or sale of CLD Tokens during the Class Period that were or could have been asserted against the Defendants and the other Released Parties in this Action in exchange for a settlement payment of US \$165,000 in cash (the “Settlement Amount”) and any earnings on any such monies, which has been deposited into an interest-bearing escrow account held by the Escrow Agent³ (the “Settlement Fund”). Based on Class Counsel’s estimate of the number of CLD Tokens purchased by Class Members, and assuming that all of those owners participate in the Settlement, Class Counsel estimates that the average recovery would be approximately \$6.60 per CLD Token, before the deduction of Court- approved fees, expenses and costs as described herein. Class Members should note, however, that this is only an estimate based on the overall number of CLD Tokens purchased by Class Members directly from Cloud With Me, Ltd. during the Class Period (which was approximately 25,000). Some Class Members may recover more or less than this estimated amount depending on, among other factors, how many CLD Tokens were sold to purchasers in the United States, how many Class Members file claims, and the timing and prices at which their CLD Tokens were acquired or sold. Historically, actual claim rates in class actions are less than 100%, which would generally result in a higher distribution per CLD Token. The Net Settlement Fund (the Settlement Fund less taxes, notice and administration costs, and attorneys’ fees and litigation expenses awarded to Class Counsel) will be distributed in accordance with a plan of allocation (the “Plan of Allocation”) that will be approved by the Court and will determine how the Net Settlement Fund shall be allocated to the members of the Class who submit valid Proof of Claim and Release forms (“Proof of Claim”). Lead Plaintiff’s proposed Plan of Allocation is included in this Notice.

III. Reasons for Settlement

The Court has not reached any final decisions in connection with Lead Plaintiff’s claims against the Defendants. Instead, Lead Plaintiff and the Defendants (collectively, the “Settling Parties”) have agreed to this Settlement, which was reached with after extensive arm’s-length negotiations.

For Lead Plaintiff, the principal reason for the Settlement is the immediate benefit of a cash recovery for the Settlement Class from Defendants from whom it would otherwise likely be extremely difficult to recover funds. This benefit must be compared to the risk that no recovery or a smaller recovery might be achieved following further litigation. Even if the case advanced to trial, Lead Plaintiff would face the risk of losing at trial and the risk that a Class might not be certified, as well as the risk of appeals which could last one or more additional years even if Lead Plaintiff prevailed at trial. These risks would be compounded by the difficulty, and possible impossibility, of enforcing any judgment against the Defendants, who are located outside of the United States. For the Defendants (who deny all allegations of liability and deny that any Class Members were damaged) the principal reason for the Settlement is to eliminate the burden, expense, uncertainty and risk of further litigation.

² The Court-appointed Lead Plaintiff is John Oum.

³ The “Escrow Agent” is Lead Counsel or an assigned agent.

IV. Statement of Average Amount of Damages Per CLD Token

The parties do not agree on the average amount of damages per CLD Token, if any, that would be recoverable if Lead Plaintiff was to prevail. The issues on which the Settling Parties disagree include, but are not limited to: (1) whether CLD Tokens operated as a security; (2) the extent of control Defendants maintained over the value of CLD Tokens; (3) whether Cloud With Me, Ltd. issued securities without proper SEC approval; and (4) the extent to which Class Members were damaged (if at all).

The Defendants deny that they did anything wrong, deny any liability to Lead Plaintiff, and deny that Lead Plaintiff and the Class Members have suffered any damages attributable to the Defendants' actions. Contrary to the Defendants' assertion, Lead Plaintiff believes that he and the Class suffered damages as a result of Defendants' actions in the amount of 100% of the amount that they paid to purchase CLD Tokens, less any amount that they received upon selling such CLD Tokens.

V. Statement of Attorneys' Fees and Expenses Sought

Court-appointed Class Counsel (as defined in Section VI) below) will apply to the Court for an award of attorneys' fees in an amount not to exceed 33% of the Settlement Fund. In addition, Class Counsel will also apply for the reimbursement of litigation expenses paid or incurred in connection with the prosecution and resolution of this action (exclusive of claims administration expenses), in an amount not to exceed \$10,000. Class Counsel's overall request for reimbursement of litigation expenses may include a request for an award to Class Representatives of up to \$2,000 for time and expenses (including lost wages) he incurred in representing the Class and expenses directly related to his representation of the Settlement Class. If the Court approves the fee and expense application in full, the average amount of fees and expenses per allegedly damaged CLD Token is estimated to be no more than \$2.66. Class Counsel have not received any payment for their work investigating the facts, prosecuting this Action, and negotiating this Settlement on behalf of the Lead Plaintiff and the Class. The Court will decide what constitutes a reasonable fee award and may award less than the amounts requested by Class Counsel and Lead Plaintiff. Class Members are not personally liable for any such fees or expenses. Rather, they will be paid from the Settlement Fund.

VI. Identification of Attorney's Representatives

Lead Plaintiff and the Settlement Class are being represented by Donald J. Enright of Levi & Korsinsky, LLP ("L&K"), the Court-appointed Lead Counsel. Any questions regarding the Settlement may be addressed to Mr. Enright at Levi & Korsinsky, LLP, 1101 30th St. N.W., Suite 115, Washington, D.C. 20007, (202) 524-4290. Class Members may also obtain additional information on the Settlement Website (www.strategicclaims.net/CLD), or by contacting the Claims Administrator at:

Balestra v. Cloud With Me Ltd.
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P.O. Box 230 Media, PA 19063
Toll-Free: (866) 274-4004
info@strategicclaims.net

VII. Your Legal Rights and Options in this Settlement, and Important Deadlines	
REMAIN A MEMBER OF THE SETTLEMENT CLASS AND SUBMIT A CLAIM FORM	This is the only way to get a payment. If you wish to be eligible to obtain a payment as a Class Member, you will need to file a Claim Form (which is included with this Notice) postmarked no later than July 19, 2022)
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>POSTMARKED</i> NO LATER THAN JUNE 25, 2022	Get no payment. This is the only option that allows you to ever participate in another lawsuit against any of the Defendants or other Released Parties relating to the legal claims that were, or could have been, asserted in this case. This is the only option for Class Members to remove themselves from the Settlement Class.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JULY 6, 2022	You may write to the Court and object if you do not like the Settlement, the Plan of Allocation or the request for attorneys' fees and reimbursement of expenses. You cannot object unless you are a Class Member and do not exclude yourself.
GO TO THE HEARING ON JULY 26, 2022 at 9:30 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JUNE 25, 2022	You may ask to speak in Court about the fairness of the settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of expenses.
DO NOTHING	Get no payment. Remain a Class Member. Give up your right to any recovery but will still be bound by the Settlement, including the release of all claims.

These rights and options, and the deadlines to exercise them, are further explained in this Notice.

BASIC INFORMATION

1. Why is this Notice being disseminated?

You or someone in your family may have purchased or otherwise acquired CLD Tokens between July 25, 2017 and June 19, 2018, inclusive, and may be a Class Member in this Action. This package explains the lawsuit, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them and how to get them.

If approved, the Settlement will end all of the Settlement Class' claims against the Released Parties, as defined in the Stipulation. This Settlement has no effect on the Class' right to seek further remuneration from other potential defendants aside from the Released Parties. The Court will consider whether to approve the Settlement at a Settlement Hearing on July 26, 2022 at 9:30 a.m. If the Court approves the Settlement, and after any appeals are resolved and the Settlement administration is completed, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

The Court in charge of the case is the United States District Court for the Western District of Pennsylvania, and the case is captioned *Balestra v. Cloud With Me Ltd.*, Case No. 2:18- cv-00804-MRH-LPL. This case was assigned to Chief United States District Judge Mark R. Hornak. The person who is suing is called "Plaintiff" and the company and the persons being sued are called "Defendants."

2. What is this lawsuit about and what has happened so far?

Defendants Gilad Somjen and Asaf Zamir founded Cloud With Me Ltd. in 2015. In July of 2017, Defendants announced an Initial Coin Offering (“ICO”) with the goal of raising capital to fund the creation of a decentralized “cloud” network.

From July 25, 2017 through at least June 19, 2018, Defendants ran the CLD Token ICO during which time they received digital currency investments and/or fiat currency in exchange for CLD Tokens.

On June 19, 2018, Raymond Balestra filed a Class Action Complaint for Violation of the Federal Securities Laws, captioned *Balestra v. Cloud With Me Ltd.*, Case 2:18-cv-00804-MRH- LPL (the “Action”) in the United States District Court for the Western District of Pennsylvania (the “Court”) asserting claims under section 12(a)(1) and 15(a) of the Securities Act of 1933 (the “Securities Act”) against Cloud With Me Ltd., Gilad Somjen, and Asaf Zamir.

On June 20, 2018, pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”), counsel for Plaintiff published notice on *GlobeNewswire* informing other potential class members of their right to move for appointment as lead plaintiff for the putative Class.

On August 20, 2018, Lead Plaintiff moved to be appointed lead plaintiff and moved for his attorneys, Levi & Korsinsky, LLP (“Levi & Korsinsky”), to be appointed Lead Counsel.

On October 18, 2018, the Court appointed Lead Plaintiff as such, and appointed Levi & Korsinsky as Lead Counsel.

From December 21, 2017 through October 24, 2019, Lead Plaintiff, through counsel, diligently investigated the claims against the Defendants, including analyzing publicly-released documents, news reports, and statements concerning Cloud With Me Ltd.

On May 1, 2019, Lead Plaintiff requested entry of default against Cloud, Gilad and Asaf. On May 3, 2019, the Clerk of the Court granted the Requests for Default and entered default against each of Cloud, Gilad and Asaf. On October 17, 2020, Asaf filed a motion to set aside default judgment and dismiss. Lead Plaintiff filed his opposition to this motion on November 9, 2020. Defendants filed their reply on this motion on November 23, 2020.

On March 29, 2021, the Court issued a Memorandum Order denying this motion.

The Settling Parties subsequently negotiated and entered into the Stipulation on January 26, 2022. On April 21, 2022, the Court preliminarily approved the Settlement, authorized the dissemination of this Notice to potential Class Members, and scheduled the upcoming Settlement Fairness Hearing to consider whether to grant final approval to the Settlement.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, John Oum and Raymond Balestra) sue on behalf of people or entities, known as “class members,” who have similar claims. A class action allows one court to resolve in a single case many similar claims that, if brought separately by individuals, might be economically so small that they would never be brought. One court resolves the issues for all class members, except for those who exclude themselves, or “opt out,” from the Class (discussed below). Chief United States District Judge Mark R. Hornak is in charge of this case.

4. Why is there a settlement?

The Court did not decide in favor of the Lead Plaintiff or Defendants. Instead, the lawyers for the Settling Parties in the lawsuit negotiated this settlement, which they believe is in the best interests of their respective clients. The Settlement allows the Settling Parties to avoid the risks and cost of lengthy and uncertain litigation, the uncertainty of a trial and appeals, and permits Class Members to be compensated without further delay, while maintaining their rights to seek further remuneration from other potential defendants other than the Released Parties. Lead Plaintiff and his attorneys think the Settlement is best for all Class Members.

WHO GETS MONEY FROM THE SETTLEMENT?

To see if you will get money from the Settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the settlement?

The Court determined, for the purposes of the proposed Settlement only, that everyone who fits the following description and is not excluded by definition from the class (*see* question 6 below) is a member of the Class, or a “Class Member,” unless they take steps to exclude themselves:

All persons or entities that purchased or otherwise acquired CLD Tokens between July 25, 2017 and June 19, 2018, inclusive (the “Class Period”), while located within the United States at the time of their transaction, and were allegedly damaged thereby.

Merely because you are reading this Notice does not necessarily mean that you are a Class Member. Please check your records to see if you purchased or otherwise acquired CLD Tokens while located in the United States during the Class Period.

6. Are there exceptions to being included in the Class?

There are some people and entities that are excluded from the Class by definition. The excluded Persons are: the Defendants; all current or former officers or directors of Cloud With Me Ltd., its affiliates, parents or subsidiaries; any corporation, trust or other entity in which any Settling Defendant has or had a controlling interest; the members of the immediate families of the Defendants; the parents, subsidiaries, and affiliates of Cloud With Me Ltd.; persons who purchased or otherwise acquired CLD Tokens directly from Cloud With Me, Ltd. while located outside the United States at the time of their transaction; the legal representatives, heirs, successors, or assigns of any excluded Person; and Chief Judge Mark R. Hornak of the United States District Court for the Western District of Pennsylvania and his chambers staff, as well as their immediate family members and any corporation, trust or other entity in which they have or had a controlling interest. Also excluded from the Class will be any Person who timely and validly seeks exclusion from the Class in accordance with the requirements of the Notice.

If you do not want to be a Class Member – for example if you want to bring your own lawsuit against the Defendants at your own expense for the claims that are being released as part of the Settlement – you must exclude yourself by filing a request for exclusion in accordance with the requirements explained below.

You are a Class Member only if you purchased or otherwise acquired CLD Tokens directly from Cloud With Me, Ltd. while located in the United States during the Class Period. If you are still not sure whether you are included, you can ask for free help by writing to or calling the Claims Administrator at *Balestra v. Cloud With Me, Ltd.*, c/o Strategic Claims Services, 600 N. Jackson St., Suite 205, P.O. Box 230, Media, PA 19063, Toll-Free (866) 274-4004, info@strategicclaims.net. Or you can fill out and return the Proof of Claim and Release form described in Question 9 below to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU MAY RECEIVE

7. What does the settlement provide?

In the Settlement, Defendants have agreed to pay: i) US \$165,000 in cash; and (ii) any earnings on any such monies, which will be deposited in an interest-bearing escrow account for the benefit of the Class (the “Settlement Fund”). The Settlement Fund will be allocated on a *pro rata* basis, after deduction of court-awarded attorneys’ fees and expenses, settlement administration costs and any applicable taxes, among all Class Members who timely submit valid proofs of claim that are accepted for payment by the Court (“Authorized Claimants”).

8. How much will my payment be?

The Plan of Allocation discussed below explains how claimants’ “Recognized Claims” will be calculated. Your share of the Net Settlement Fund will depend on several things, including: (a) how many CLD Tokens you bought directly from Cloud With Me, Ltd.; (b) how much you paid for the CLD Tokens; (c) when you bought them; (d) whether

or when you sold them (and, if so, how much you sold them for); and (e) the amount of Recognized Claims of other Authorized Claimants.

It is unlikely that you will get a payment for your entire Recognized Claim, given the number of potential Class Members. After all Class Members have sent in their Proofs of Claim, the payment any Authorized Claimant will get will be their *pro rata* share of the Net Settlement Fund. An Authorized Claimant's share will be his, her or its Recognized Claim divided by the total of all Authorized Claimants' Recognized Claims and then multiplied by the total amount in the Net Settlement Fund. See the Plan of Allocation beginning on page 11 for more information.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

9. How can I get a payment?

To qualify for a payment, you must timely send in a valid Proof of Claim with supporting documents (**DO NOT SEND ORIGINALS** of your supporting documents). A Proof of Claim is enclosed with this Notice. You may also get copies of the Proof of Claim on the Internet at the Claims Administrator's website: www.strategicclaims.net/CLD. Please read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and either email it to the Claims Administrator at info@strategicclaims.net by no later than 11:59 P.M. on July 19, 2022, or mail it to the Claims Administrator at: *Balestra v. Cloud With Me Ltd.*, c/o Strategic Claims Services, 600 N. Jackson St., Suite 205, P.O. Box 230, Media, PA 19063, by First-Class Mail, postmarked on or before July 19, 2022. The Claims Administrator needs all of the information requested in the Proof of Claim in order to determine if you are eligible to receive a distribution from the Net Settlement Fund.

If the Court approves the Settlement, there may still be appeals which would delay payment, perhaps for more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

10. What am I giving up by staying in the Class?

Unless you exclude yourself, you will stay in the Class, which means that as of the date that the Settlement becomes effective under the terms of the Stipulation (the "Effective Date"), you will forever give up and release all "Settled Claims" (as defined below) against the Released Parties. You will not in the future be able to bring a case asserting any Released Claim against any Released Party.

"Settled Claims" means any and all claims, debts, demands, rights, liabilities, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether known or "Unknown" (as defined below), whether based on federal, state, local, statutory, common or foreign law or any other law, rule or regulation, whether fixed or contingent, accrued or un-acrued, liquidated or unliquidated, at law or in equity, and whether matured or un-matured, by the Releasing Parties against any of the Released Parties, which arise out of, or are based upon or related in any way to, the allegations, transactions, facts, reports, communications, occurrences, representations or omissions alleged in the Complaint. Excluded from Settled Claims are claims based upon, relating to, or arising out of the interpretation or enforcement of this Stipulation.

"Released Parties" means the Defendants, Defendants' attorneys and their firms and affiliates, any entity in which any Defendant has a controlling interest, and the Defendants' immediate family members, spouses and marital communities.

The above description of the proposed Settlement is only a summary. The complete terms may be obtained at www.strategicclaims.net/CLD. The Court may not approve the Settlement, or it may be terminated as outlined in the Stipulation. If the Settlement is not approved, or is terminated, the certification of the Class for settlement purposes will be vacated, and the Action will proceed as if the Stipulation had not been entered into.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep any right you may have to sue or continue to sue the Released Parties on your own about the Settled Claims, then you must take steps to exclude yourself from the Class. Excluding yourself is also known as "opting out" of the Class. The Defendants may withdraw from and terminate the Settlement if potential Class Members

who purchased in excess of a certain amount of CLD Tokens during the Class Period opt out of the Class.

11. How do I “opt out” (exclude myself) from the proposed Settlement?

To “opt out” (exclude yourself) from the Class, you must send a signed letter by First-Class Mail stating that you “request exclusion from the Class in *Balestra v. Cloud With Me Ltd.*, Case No. 2:18-cv-00804-MRH-LPL.” Your letter must state the date(s), price(s) and number of CLD Tokens you purchased, acquired and sold during the Class Period. You must also include documents evidencing such purchases, acquisitions and sales; such documents may include, but are not limited to, confirmation emails received from Cloud and blockchain transaction hashes for your purchase(s) and/or sales of CLD Tokens. This information is needed to determine whether you are a Class Member. In addition, you must include your name, address, telephone number, and your signature. You must mail your exclusion request by First-Class Mail to the Claims Administrator at the following address: *Balestra v. Cloud With Me Ltd.* – EXCLUSIONS, c/o Strategic Claims Services, 600 N. Jackson St., Suite 205, P.O. Box 230, Media, PA 19063. The exclusion request must be postmarked no later than June 25, 2022. ***You cannot exclude yourself or opt out by telephone or by e-mail.*** Your exclusion request must comply with these requirements in order to be valid. If you are excluded, you will not be eligible to get any payment from the Settlement proceeds and you cannot object to the Settlement, the proposed Plan of Allocation or the application for attorneys’ fees and reimbursement of expenses.

12. If I do not exclude myself, can I sue the Defendants and the other Released Parties for the same thing later?

No. If you are a Class Member, unless you exclude yourself, you give up any rights to sue the Defendants and the other Released Parties for all Settled Claims. If you have a pending lawsuit, speak to your lawyer in that case ***immediately***. You must exclude yourself from the Class in this case to continue your own lawsuit. Remember, the exclusion deadline is June 25, 2022.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court appointed the law firms of Levi & Korsinsky, LLP and the Law Office of Alfred G. Yates PC to represent the Class Members. These lawyers are called Class Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Class Counsel’s fees and expenses. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel have not received any payment for their services in pursuing the claims against the Defendants on behalf of the Class, nor have they been reimbursed for their litigation expenses. At the Settlement Hearing described below, or at such other time as the Court may order, Class Counsel will ask the Court for an award of attorneys’ fees of no more than 33% of the Settlement Fund, and to reimburse them for their litigation expenses that they have incurred in pursuing the Action. The request for reimbursement of expenses will be for an amount not to exceed \$10,000, exclusive of claims administration expenses. In addition, Class Representatives may seek reimbursement from the Settlement Fund of up to \$2,000 for time and expenses (including lost wages) incurred in representing the Class.

Court approved attorneys’ fees, costs and expenses will be paid from the Settlement Fund. Class Members are not personally liable for any such fees, costs or expenses. The requested attorneys’ fees will compensate Class Counsel for their work in achieving the Settlement Fund and is within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than the requested amount.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court that I do not like the proposed Settlement, the proposed Plan of Allocation, and/or the application by Class Counsel for attorneys' fees and reimbursement of expenses?

If you are a Class Member (and you have not excluded yourself), you can object to the Settlement; the request for attorneys' fees, costs and expenses; or the Plan of Allocation if you do not like any part of them. You can give reasons why you think the Court should not approve the settlement; the request for attorneys' fees, costs and expenses; or the Plan of Allocation. The Court will consider your views.

To object, you must send to Class Counsel and Defendants' Counsel, and file with the Court, a signed notice of objection saying that you object to the proposed settlement *Balestra v. Cloud With Me Ltd.*, Case No. 2:18-cv-00804-MRH-LPL. Be sure to include your name; your address; your telephone number; your signature; the date(s), price(s) and number of all CLD Tokens purchased, acquired and sold by you during the Class Period; documents evidencing your purchase(s), acquisition(s) and sale(s) of CLD Tokens, such as confirmation emails received from Cloud or blockchain transaction hashes for your purchase(s) and/or sales of CLD Tokens; and the reasons you object to the Settlement, the requested attorneys' fees, costs and expenses, or the Plan of Allocation. This information is needed to demonstrate your membership in the Class. Your objection, and all supporting papers and briefs, must be mailed or delivered such that it is *received* by each of the following no later than July 6, 2022:

<p><i>Class Counsel:</i> Donald J. Enright LEVI & KORSINSKY, LLP 1101 30th Street, N.W., Suite 115 Washington, DC 20007</p>	<p><i>Defendants' Counsel:</i> Eric S. Rosen Kyle W. Roche Roche Freedman LLP 99 Park Avenue, Suite 1910 New York, NY 10016</p>
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Your objection, and all supporting papers and briefs, must also be filed with the Court at the address below no later than July 6, 2022:

Clerk of the Court
U.S. District Court for the Western District of Pennsylvania
Joseph F. Weis, Jr. United States Courthouse
700 Grant Street
Pittsburgh, PA 15219

Attendance at the Settlement Fairness Hearing discussed below is not necessary; however, persons wishing to be heard orally at the hearing are required to indicate in their objection their intention to appear at the hearing, the identity of any witnesses they may call to testify, and the exhibits, if any, they intend to introduce into evidence. Unless otherwise ordered by the Court, any Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will not be able to make any objection to the Settlement, the proposed Plan of Allocation, and/or the application for attorneys' fees and reimbursement of expenses in the future.

THE COURT'S SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the proposed settlement. You may attend, but you do not have to.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Settlement Fairness Hearing on July 26, 2022, at 9:30 a.m. in Courtroom 6A of the United States District Court for the Western District of Pennsylvania, Joseph F. Weis, Jr. United States Courthouse, 700 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and

adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court will also decide whether to: (a) award Class Counsel attorneys' fees and expenses; (b) reimburse Lead Plaintiff the costs and expenses (including lost wages) he incurred in prosecuting this Action on behalf of the Class; and (c) approve the Plan of Allocation as fair, reasonable and adequate. We do not know how long the hearing will take or whether the Court will make its decision on the day of the hearing or sometime later. The Court may adjourn or continue the hearing without further notice to Class Members. If you want to come to the hearing, you should check with Class Counsel before coming to be sure that the date and/or time has not changed.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you validly submit an objection, it will be considered by the Court and you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but you are not required to do so.

18. May I speak at the hearing and submit additional evidence?

You may ask the Court for permission to speak at the hearing. To do so, you must include with your objection (see Question 15 above) a statement that it is your "intention to appear in the *Balestra v. Cloud With Me Ltd.*, Case No. 2:18-cv-00804-MRH-LPL." Be sure to include your name; your address; your telephone number; your signature; the date(s), price(s) and number of all CLD Tokens purchased, acquired and sold by you during the Class Period; and documents evidencing your purchase(s), acquisition(s) and sale(s) of CLD Tokens, such as confirmation emails received from Cloud or blockchain transaction hashes for your purchase(s) and/or sales of CLD Tokens. Your notice of intention to appear must be *received* by Class Counsel and Defendants' Counsel, and filed with the Clerk of Court, at the addresses listed in Question 15 no later than June 25, 2022.

Persons who object and want to present evidence at the Settlement Hearing must also include in their written objection the identity of any witness they may call to testify and exhibits they intend to introduce at the Settlement Fairness Hearing. You cannot speak at the hearing if you excluded yourself from the Class or if you have not provided written notice of your intention to speak at the Settlement Fairness Hearing according to the procedures described above and in the answer to Question 15.

IF YOU DO NOTHING

If you are a Class Member and do nothing, you will still be a Class Member. However, you will get no money from this Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the other Released Parties about the Settled Claims in this case. To be eligible to share in the Net Settlement Fund you must submit a Proof of Claim (see Question 9). To start, continue or be a part of any other lawsuit against the Defendants and the other Released Defendant Parties about the Settled Claims in this case you must exclude yourself from the Settlement Class (see Question 11).

GETTING MORE INFORMATION

This Notice summarizes the proposed Settlement. More details are in the Stipulation, which can be obtained from the Claims Administrator (see Question 6) or from the Settlement Website, www.strategicclaims.net/CLD, where you can also download copies of this Notice, the Proof of Claim form, and the Stipulation, and also locate other information to help you determine whether you are a Class Member and whether you may be eligible for a payment. ***Please do not call the Court or the Clerk of the Court for additional information about the Settlement.***

INJUNCTION

The Court has issued an order enjoining Lead Plaintiff and all Class Members, either directly, representatively, or in any other capacity, from instituting, commencing, assisting, maintaining or prosecuting any action in any court that asserts Settled Claims, pending final determination by the Court of whether the Settlement should be approved.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONGST CLASS MEMBERS

The Plan of Allocation (the “Plan of Allocation”) is the plan by which the Net Settlement Fund is distributed to Authorized Claimants. The Plan of Allocation set forth herein is being proposed by Lead Plaintiff and Class Counsel to the Court for approval. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. All Orders regarding a modification of the Plan of Allocation will be posted on the settlement website, www.strategicclaims.net/CLD.

I. General Provisions

The \$165,000 Settlement Amount plus any earnings on any such monies is referred to as the “Settlement Fund.” The “Net Settlement Fund” means the Settlement Fund less (i) all taxes on the income of the Settlement Fund and expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the expenses of tax attorneys and accountants); (ii) all fees, costs and expenses paid or incurred in connection with the notice and administration of the Settlement; (iii) any attorneys’ fees and expenses awarded by the Court to Class Counsel; and (iv) any award by the Court to Class Representatives for reimbursement of their reasonable costs and expenses directly related to his representation of the Class.

The Net Settlement Fund shall be distributed to each Class Member who timely submits a valid Proof of Claim to the Claims Administrator that is accepted for payment by the Court (“Authorized Claimant”). The Net Settlement Fund will not be distributed to Authorized Claimants until the Court has approved a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, of the order approving the plan of allocation has expired.

The Defendants are not entitled to get back any portion of the Settlement Fund once the Effective Date of the Settlement has occurred. The Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Allocation.

Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.

Only those persons and entities that purchased or otherwise acquired CLD Tokens while located in the United States during the Class Period **AND WERE DAMAGED AS A RESULT OF SUCH PURCHASES OR ACQUISITIONS** will be eligible to share in the distribution of the Net Settlement Fund. Each person or entity wishing to participate in the distribution must timely submit a valid Proof of Claim form establishing membership in the Class, including all required documentation, postmarked no later than July 19, 2022, to the address set forth in the Proof of Claim form that accompanies this Notice. Unless the Court otherwise orders, any Class Member who fails to submit a Proof of Claim form postmarked no later than July 19, 2022, shall be forever barred from receiving payments pursuant to the Settlement set forth in the Stipulation but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any judgment entered and releases given. This means that each Class Member releases the Settled Claims (as defined above) against the Released Parties (as defined above) and is barred and enjoined from commencing, instituting, assisting, prosecuting or maintaining any of the Settled Claims, regardless of whether or not such Class Member submits a Proof of Claim form. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Class Counsel, or the Claims Administrator or other agent designated by Class Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or further orders of the Court. Lead Plaintiff, Defendants, their respective counsel, and all other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Proof of Claim or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

A “Recognized Loss Amount” will be calculated for each purchase or other acquisition of CLD Tokens that is listed in the Proof of Claim form, and for which adequate documentation is provided. The calculation of the

Recognized Loss Amount will depend upon several factors, including: (i) the number of CLD Tokens that were purchased or otherwise acquired from Cloud With Me, Ltd.; and (ii) whether the CLD Tokens are still being held by the Class Member or were sold. Once a Recognized Loss Amount has been calculated for each CLD Token purchased or otherwise acquired by a claimant during the Class Period, all Recognized Loss Amounts for that claimant will be summed to arrive at the claimant's "Recognized Claim".

The Recognized Loss Amount formula set forth below is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss Amount formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

II. Information Required on the Proof of Claim Form:

Each Proof of Claim form must state and provide sufficient documentation for each Claimant's total purchases of CLD Tokens from Cloud With Me, Ltd during the Class Period, as well as all sales of CLD Tokens at any time, and the Claimant's current holdings of CLD Tokens. Each Claim Form also must list and provide sufficient documentation for all purchases or other acquisitions of CLD Tokens from Cloud With Me, Ltd., as well as any sales of CLD Tokens at any time, such as confirmation emails received from Cloud, and blockchain transaction hashes for sales of CLD Tokens.

The objective of the Plan of Allocation is to equitably distribute the settlement proceeds to those Class Members who suffered economic losses as a result of the alleged unlawful issuance of unregistered securities. The Plan of Allocation reflects Lead Plaintiff's determination of potentially recoverable losses based on an analysis undertaken by Class Counsel. Class Counsel's analysis included a review of publicly available information regarding Cloud With Me, Ltd.

Recognized Loss Amounts are based on the amount a claimant paid for their initial purchase of CLD tokens, less any amounts received if and when the CLD token was sold. In this case, Lead Plaintiff alleges that Defendants issued unregistered securities, in the form of CLD Tokens, in violation of the federal securities laws from July 25, 2017 through and including June 19, 2018.

III. Specific Loss Amounts

The Recognized Loss Amount per CLD token, which is based on the amount claimant paid for their initial purchase of CLD token, less any amounts received if and when the CLD token was sold as set forth below, shall be calculated as follows, and cannot be less than zero:

- 1) For each CLD Token purchased directly from Cloud With Me, Ltd. and subsequently sold, the Recognized Loss per CLD Token shall be the purchase price minus the sale price.
- 2) For each CLD Token purchased directly from Cloud With Me, Ltd. during the Class Period that is still held at the time of the submission of a claim, the Recognized Loss per CLD Token shall be the purchase price.

IV. Additional Provisions

The Net Settlement Fund will be distributed to Authorized Claimants who have a Recognized Claim greater than \$10.00. Each Authorized Claimant shall recover his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of all Recognized Claims to be paid from the Net Settlement Fund, multiplied by the total amount in the Net Settlement Fund.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. All checks shall become stale one hundred and twenty (120) calendar days from the date of issuance, at which time all funds remaining for such stale checks shall be irrevocably forfeited and such funds shall be made available to be redistributed if economically feasible. Subsequent to the passage of six (6) months from the distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will conduct a redistribution of any funds remaining in the Net Settlement Fund by reason of tax refunds, uncashed checks or otherwise to Authorized Claimants who have cashed their initial distribution checks, after payment from the Net Settlement Fund of any unpaid costs or fees incurred in administering the funds, including for such re-distribution. After any redistribution, or if a redistribution is not undertaken, any balance

that still remains in the Settlement Fund shall be donated to a non-sectarian, §501(c)(3) non-profit organization.

All purchases/acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period. Purchases or acquisitions and sales of CLD Tokens shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of CLD Tokens during the Class Period shall not be deemed a purchase or acquisition of these CLD Tokens for the calculation of an Authorized Claimant’s Recognized Loss Amount for these shares, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such CLD Tokens unless: (i) the donor or decedent purchased or otherwise acquired such CLD Tokens during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such CLD Tokens; and (iii) the assignment is specifically provided for in the instrument of gift or assignment.

THE COURT IN CHARGE OF THIS CASE MUST DECIDE WHETHER TO APPROVE THE SETTLEMENT. PAYMENTS WILL BE MADE IF THE COURT APPROVES THE SETTLEMENT AND, IF THERE ARE ANY APPEALS, AFTER APPEALS ARE RESOLVED. PLEASE BE PATIENT.

Each Authorized Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Western District of Pennsylvania with respect to his, her or its Claim Form.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE REGARDING THIS NOTICE.

Dated: April 21, 2022

BY ORDER OF THE COURT
HON. MARK R. HORNAK, CHIEF U.S.D.J.
UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

UNITED STATES DISTRICT COURT WESTERN
DISTRICT OF PENNSYLVANIA

RAYMOND BALESTRA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CLOUD WITH ME LTD., GILAD SOMJEN, and
ASAF ZAMIR,

Defendants.

Case No. 2:18-cv-00804-MRH-LPL

CLASS ACTION

PROOF OF CLAIM FORM

THIS FORM MUST BE POSTMARKED BY JULY 19, 2022

IF YOU PURCHASED OR OTHERWISE ACQUIRED CLD TOKENS DIRECTLY FROM CLOUD WITH ME, LTD. BETWEEN JULY 25, 2017 AND JUNE 19, 2018, INCLUSIVE, WHILE LOCATED WITHIN THE UNITED STATES, YOU MAY BE A MEMBER OF THE CLASS ENTITLED TO RECOVERY. YOU MUST COMPLETE THIS FORM TO RECEIVE PAYMENT AS PART OF THE CLASS ACTION SETTLEMENT.

I. GENERAL INSTRUCTIONS

A. To recover as a member of the Class based on your claims in the action entitled *Balestra v. Cloud With Me, Ltd.*, Case No. 2:18-cv-00804-MRH-LPL (W.D. Pa) (the “Litigation”), you must complete and, on page 19 hereof, sign this Proof of Claim form. If you fail to file a properly addressed Proof of Claim form (as set forth in paragraph C below), your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Litigation.

B. Submission of this Proof of Claim form, however, does not assure that you will share in the proceeds of Settlement in the Litigation.

C. YOU MUST EMAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE TO THE CLAIMS ADMINISTRATOR AT INFO@STRATEGICCLAIMS.NET **NO LATER THAN 11:59 P.M. EST ON JULY 19, 2022**, OR YOU MUST MAIL IT SO THAT IT IS **POSTMARKED ON OR BEFORE JULY 19, 2022**, ADDRESSED TO THE CLAIMS ADMINISTRATOR AS FOLLOWS: BALESTRA V. CLOUD WITH ME, LTD., C/O STRATEGIC CLAIMS SERVICES, 600 N. JACKSON STREET, SUITE 205, P.O. BOX 230, MEDIA, PA 19063.

You will bear all risks of delay or non-delivery of your claim. If you are NOT a member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), DO NOT submit a Proof of Claim form.

D. If you are a member of the Class, you are bound by the terms of any judgment entered in the litigation, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.**

II. PROOF OF CLAIM INSTRUCTIONS

1. The “Class” is defined as all persons or entities that purchased or otherwise acquired CLD Tokens directly from Cloud With Me, Ltd. between July 25, 2017 and June 19, 2018, inclusive, while located within the United States,

and that were allegedly damaged thereby. Excluded from the Class are: the Defendants; all current or former officers or directors of Cloud With Me, Ltd., its affiliates, parents or subsidiaries; any corporation, trust or other entity in which any Settling Defendant has or had a controlling interest; the members of the immediate families of the Defendants; the parents, subsidiaries and affiliates of Cloud With Me, Ltd.; persons who purchased or otherwise acquired CLD Tokens directly from Cloud With Me, Ltd. while located outside the United States at the time of their transaction; the legal representatives, heirs, successors, or assigns of any excluded Person; and Chief Judge Mark R. Hornak of the United States District Court for the Western District of Pennsylvania and his chambers staff, as well as their immediate family members and any corporation, trust or other entity in which they have or had a controlling interest. The Class shall be certified for purposes of this Settlement only. Also excluded from the Class will be any Person who timely and validly seeks exclusion from the Class in accordance with the requirements of the Notice.

2. If you are a member of the Class, to be eligible to receive funds to which you may be entitled, you must provide the information required by this form (the “Proof of Claim”) and submit a release. If you fail to timely submit a Proof of Claim or provide necessary supporting documentation, your claim may be rejected and you may be precluded from any recovery from the Settlement (as defined in the Notice of Claims Bar Date).
3. Submission of this Proof of Claim, however, does not guarantee that you will receive a share of the Settlement or that you will be fully compensated for your loss.
4. Please fill out this Proof of Claim form completely. Please submit only one Proof of Claim form, even if you purchased CLD Tokens to the ICO multiple times. Additional information will be requested if this form is incomplete or insufficient to process your claim. In the event that additional information is required, you must provide the requested information to the Claims Administrator or else your claim may not be processed.
5. Please submit documents to support your claim. Types of documents that you may submit include, but are not limited to, email correspondence with the defendants, screen shots, customer support chat transcripts, or account records. You should submit sufficient evidence to establish the validity and amount of your contribution or other claim.
6. This form requires you to specifically identify all amounts contributed to the ICO or that you are otherwise seeking to recover from the Settlement, as well as any amounts you may have received back from the defendants. Please do not include claims for transactions that were not completed.
7. This Proof of Claim should be filed by the beneficial owner of the CLD Tokens. If you are acting in a representative capacity for the beneficial owner of the CLD Tokens (e.g. as an agent, executor, administrator, guardian, or trustee), proof of your authority to file must be included with the Proof of Claim. Such proof may include, but is not limited to, letters testamentary, copies of trust documents, and articles of incorporation.
8. Please email your completed and signed Proof of Claim to the Claims Administrator at info@strategicclaims.net no later than 11:59 P.M. EST on July 19, 2022. If you prefer to mail your completed and signed Proof of Claim, it must be postmarked on or before July 19, 2021, and addressed to the Claims Administrator as follows: *Balestra v. Cloud With Me, Ltd.*, c/o Strategic Claims Services, 600 N. Jackson St., Suite 205, P.O. Box 230, Media, PA 19063.
9. Please be aware that it will take time to fully process all of the claims and that we will work as quickly as circumstances permit.
10. Once completed, the Claim Determination will be sent via email. Any Claim Determination may be objected to by emailing the Claims Administrator at info@strategicclaims.net on or before 11:59 pm EST on the date that is 10 days after the date the Claims Administrator sent the Claim Determination to you.
11. We will continue to update you through the Claims Administrator’s website: www.strategicclaims.net/CLD.
12. If your contact information changes, please notify us at info@strategicclaims.net.

CLAIM FORM

Claimant Information

Name:	
Name:	
Address Street 1:	
Address Street 2:	
City:	
State:	
Country:	
Zip Code/Postal Code:	
Daytime Phone:	
Evening Phone:	
Email:	
Social Security Number or Taxpayer ID	

Schedule of Transactions in CLD Tokens During the Class Period

A. Please list the total number of CLD Tokens you held as of close of July 24, 2017 (*if none, write "0"; if more than 0, must be documented*): _____

B. Please list the following information for each of your purchases or acquisitions of CLD Tokens between July 25, 2017 and at the time of the claim submission, both dates inclusive (*must be documented*)⁴:

<u>Date of Purchase/Acquisition</u>	<u>Number of CLD Tokens</u>	<u>Price per CLD Token</u>	<u>Total Purchase/Acquisition Price</u>	<u>Currency</u>	<u>Transaction Confirmation #</u>

⁴ Please note that purchases or acquisitions of CLD Tokens after June 19, 2018 are not eligible; however, the transactions are required for balancing purposes.

C. Please list the following information for each of your sales of CLD Tokens between July 25, 2017 and at the time of the claim submission (*must be documented*):

<u>Date of Sale</u>	<u>Number of CLD Tokens</u>	<u>Price per CLD Token</u>	<u>Total Sale Price</u>	<u>Currency</u>	<u>Transaction Confirmation #</u>

D. Please list the total number of CLD Tokens you held as of close of today (*if none, write “0”; if more than 0, must be documented*): _____

Additional Claim Information

Did you contribute to the Cloud With Me, Ltd. ICO?	Yes/No
What email address did you provide to Cloud With Me, Ltd., if any?	
What was the Cloud With Me, Ltd. wallet address, account name, or account number that your contribution was sent to?	
What was the contributor wallet address, account name, or account number that the contribution was sent from?	
If you contributed to the ICO in cryptocurrency, what was the type of currency and the transaction identification number, if any? What was the Cloud With Me, Ltd. wallet address, account name, or account number that your contribution was sent to?	
If you contributed in USD, what was the confirmation number, if any? What was the contributor wallet address, account name, or account number that the contribution was sent from?	
How much currency, if any, was returned to you by Cloud With Me, Ltd.?	
How many of the CLD Tokens that you purchased from Cloud With Me, Ltd. did you sell, and how much currency or cryptocurrency did you recover through that sale or sales?	

Claim Documentation

Check here to confirm that you have attached supporting documentation for each of the purchases, acquisitions, sales, and holdings of CLD Tokens listed in the Schedule of Transactions above.



Acknowledgement of Claimant

By submitting this form, the claimant acknowledges and agrees that she or he submits to the exclusive jurisdiction of the United States District Court for the Western District of Pennsylvania (the “Court”) for all purposes associated with the administration of this Proof of Claim. The claimant agrees to waive a trial by jury, to the extent such a right exists, and agrees to the Court’s summary disposition of the determination of the validity or the amount of the claim by this Proof of Claim form. The claimant further consents to the Claims Administrator and its agents’ use of any information provided in this Proof of Claim, including but not limited to, Social Security Number or Taxpayer ID, mailing address, email, wallet address and phone number to verify and process the claim, and understands that the information provided will be processed in the United States, protected by appropriate safeguards, stored for as long as is required to complete the claim verification process and during the pendency of any related judicial proceedings, and shared with agents of the Claims Administrator for purposes of verifying and responding to the claim.

Release:

- A. I/We hereby warrant and represent that I/we have read the Notice, Proof of Claim, and the Stipulation and Agreement of Settlement, dated January 26, 2022 (the “Stipulation”) and understand that, pursuant to ¶ 2.a of the Stipulation and through operation of the final judgment to be entered by the Court, I/we shall have fully and finally relinquished all Settled Claims against the Released Parties as set forth in ¶ 2.a of the Stipulation and the defined terms set forth therein. I/We further acknowledge and agree that I am/we are bound by and subject to the terms of any judgment that may be entered in the Litigation, including without limitation, the release of claims against the Released Parties as set forth in ¶ 2.a of the Stipulation and the defined terms set forth therein.
- B. “Effective Date” has the meaning set forth in the Stipulation.
- C. “Released Parties” has the meaning set forth in the Stipulation.
- D. “Settled Claims” has the meaning set forth in the Stipulation.
- E. “Unknown Claims” has the meaning set forth in the Stipulation.
- F. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).
- G. I/We hereby warrant and represent that I/we have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
- H. I/We hereby warrant and represent that I/we have included information about all of my/our transactions in CLD Tokens which occurred during the Class Period.

Certification

UNDER THE PENALTY OF PERJURY, I/WE CERTIFY THAT:

- A. The number shown on this form is my/our correct Social Security or Taxpayer Identification number.
- B. I/We certify that I am/we are NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out the word “NOT” in the sentence above.

C. I/We declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned and any supporting documents attached hereto are true, correct and complete to the best of my/our knowledge, information and belief, and that this Proof of Claim form was executed this _____ day of _____, (Month/Year)

in _____, _____
(City) (State/Country)

Signature of Claimant

Signature of person signing
on behalf of Claimant

(Print your name here)

(Print your name here)

Signature of Joint Claimant, if any

Capacity of person signing on behalf of
Claimant, if other than an individual,
(e.g., Executor, President, Custodian, etc.)

(Print your name here)

Balestra v. Cloud With Me Ltd.
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
Media, PA 19063

IMPORTANT LEGAL NOTICE – PLEASE FORWARD