EXHIBIT 1

EXECUTION COPY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: IDREAMSKY TECHNOLOGY LIMITED SECURITIES LITIGATION	No. 15-cv-2514 (JPO)

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the "Stipulation"), dated as of November 28, 2017, which is entered into by and among: (i) Lead Plaintiff Melvyn Boey Kum Hoong ("Hoong") and named plaintiffs Jets Holdings, LLC, ("Jets"), Masoud Shemirani ("Shemirani"), Michael Rubin ("Rubin"), and Roger Mariani ("Mariani") (collectively, the "Plaintiffs"), on behalf of themselves and on behalf of the Settlement Class (as defined herein), and (ii) Defendants iDreamSky Technology Limited ("IDS" or the "Company"), Credit Suisse Securities (USA) LLC ("Credit Suisse"), J.P. Morgan Securities LLC ("J.P. Morgan"), Stifel, Nicolaus & Co., Inc. ("Stifel Nicolaus"), and Piper Jaffray & Co. ("Piper Jaffray"), by and through their undersigned attorneys, states all of the terms of a settlement (the "Settlement") of the above-captioned action (the "Action").

Throughout this Stipulation, all terms used with initial capitalization, but not immediately defined, shall have the meanings ascribed to them in Section 1 entitled "Definitions" below.

WHEREAS:

A. The Action

Beginning on April 2, 2015, four putative class actions were filed on behalf of investors in the United States District Court for the Southern District of New York and New York Supreme Court, alleging violations of the Securities Act of 1933 (the "Securities Act") and the Securities Exchange Act of 1934 (the "Exchange Act") as against: (a) IDS; (b) certain officers and directors of IDS, Michael Xiangyu Chen ("Chen"), Jun Zou ("Zou"), Anfernee Song Guan ("Guan"), Jeffrey Lyndon Ko ("Ko"), Erhai Liu ("Liu"), Steven Xiaoyi Ma ("Ma"), Mingyao Wang ("Wang"), and David Yuan ("Yuan") (collectively, "Individual Defendants"); and (c) the underwriters of IDS's initial public offering, Credit Suisse, J.P. Morgan, Stifel Nicolaus, and Piper Jaffray (collectively, the "Underwriter Defendants").[1]

On January 25, 2016, the Court consolidated the four actions and appointed Hoong as Lead Plaintiff and The Rosen Law Firm, P.A. and Glancy Prongay & Murray, LLP as Co-Lead Counsel, pursuant to the Private Securities Litigation Reform Act of 1995, as amended. (ECF No. 35).

On March 25, 2016, Plaintiffs filed their Consolidated Amended Class Action Complaint (the "Amended Complaint"). (ECF No. 38). The Amended Complaint asserted claims pursuant to §§11, 12 and 15 of the Securities Act and §§10(b) and 20(a) of the Exchange Act, and Rule 10b-5 promulgated thereunder (17 C.F.R. §240.10b-5), on behalf of a class of all persons or entities who purchased or otherwise acquired IDS American Depository Shares pursuant and/or

[1] Against IDS, Plaintiffs alleged violations of §§ 11 and 12(a)(1) of the Securities Act and § 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder. Against the Underwriter Defendants, Plaintiffs alleged violations of §§ 12(a)(1) and 12(a)(2) of the Securities Act. Plaintiffs also alleged that the Individual Defendants violated §§ 11 and 15 of the Securities Act and § 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder. Against Chen and Zou only, Plaintiffs alleged violations of § 20(a) of the Exchange Act.

traceable to the Company's Registration Statement and/or Prospectus issued in connection with IDS's initial public offering on or about August 7, 2014 and/or on the open market between August 7, 2014 and March 13, 2015, inclusive (the "Settlement Class Period"). Plaintiffs alleged, inter alia, that Defendants made false and misleading statements and failed to disclose material adverse facts about the Company's business, operations and prospects during the Class Period.

On May 9, 2016, IDS and the Underwriter Defendants separately moved to dismiss[2] the claims against them. (ECF Nos. 40, 42).[3]

On February 22, 2017, the Court granted the motions of IDS and the Underwriter Defendants to dismiss the Amended Complaint's § 12(a)(1) claims, but denied their motions in all other respects. (ECF No. 93).

On April 7, 2017, pursuant to the parties' joint stipulation, the Court entered an order staying the case to allow the parties to engage in "mediation and/or other settlement negotiations." (ECF No. 96).

B. The Settlement

On September 12, 2017, a mediation facilitated by Robert Meyer, Esq. of JAMS was held. At the close of the mediation, Mr. Meyer made a mediator's proposal to settle the Action for the amount of $4.15 million. On September 14, 2017, Mr. Meyer informed the parties that they had accepted his proposal. This Stipulation memorializes the agreement between the parties

[2] Although IDS and the Underwriter Defendants filed separate motions to dismiss, on July 25, 2016, they filed a Joint Reply Memorandum of Law in Further Support of Their Motions to Dismiss the Complaint. (ECF No. 91).

[3] The Individual Defendants were not served.

to fully and finally settle the Action and to fully release all Released Claims against the Released Parties with prejudice in return for specified consideration.

C. The Defendants' Denial of Wrongdoing and Liability

Defendants have denied and continue to deny each and all of the claims alleged by Plaintiffs and the Settlement Class in the Action. Defendants expressly have denied and continue to deny any allegation of wrongdoing, fault, liability, violation of the law, or damage whatsoever arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants further deny that they made any material misstatements or omissions, that the price of IDS ADSs was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, that Lead Plaintiffs or the Settlement Class have suffered any damages, or that Lead Plaintiffs or the Settlement Class were harmed by any conduct alleged or could have been alleged in the Action. Defendants believe that the evidence developed to date supports their position that they acted properly at all times and that the Action is without merit. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

Nonetheless, Defendants have concluded that further conduct of litigation in this Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this Litigation. Defendants have agreed to enter into this Stipulation to avoid the uncertainties, burden, and expense of further litigation and to put the Released Claims to rest, finally and forever. Neither the Settlement nor anything in this Stipulation, whether or not consummated, nor any of its terms nor any proceedings relating thereto, shall be construed as, or

deemed to be evidence of, or an admission or concession on the part of any Defendants of any wrongdoing, fault, liability or damages whatsoever, or of any infirmity in any defense that Defendants have or could have asserted.

D. Claims of Plaintiffs and Benefits of Settlement

Plaintiffs and Co-Lead Counsel believe that the claims asserted in the Action have merit. Plaintiffs, however, recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and appeals. Plaintiffs have also taken into account the uncertain outcome and the risk of any litigation. In particular, Plaintiffs have considered the inherent problems of proof and possible defenses to the federal securities law violations asserted in the Action, including the defenses that have been or could be asserted by Defendants during the motions to dismiss, motion for summary judgment, motion for class certification, trial, and likely appeals. Plaintiffs have therefore determined that the Settlement set forth in this Stipulation is fair, adequate, reasonable, and in the best interests of the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (on behalf of themselves and each of the Settlement Class Members) and Defendants, by and through their respective undersigned counsel, that, subject to the approval of the Court, in consideration of the benefits flowing to the Settling Parties from the Settlement set forth herein, the Action and the Released Claims as against the Released Parties shall be finally and fully compromised, settled and released, and the Action shall be dismissed with prejudice , upon and subject to the terms and conditions of this Stipulation, as follows:

1. Definitions

In addition to the terms defined above, the following capitalized terms, used in this Stipulation, shall have the meanings specified below:

1.1. "Action" means the putative class action captioned *In re iDreamSky Technology Limited Securities Litigation*, Action No. 15-cv-2514 (JPO) (S.D.N.Y.).

1.2. "Administrative Costs" means all costs and expenses associated with providing notice of the Settlement to the Settlement Class and otherwise administering or carrying out the terms of the Settlement. Such costs may include, without limitation: Escrow Agent costs, the costs of publishing the Summary Notice, the costs of printing and mailing the Notice and Proof of Claim, as directed by the Court, and the costs of allocating and distributing the Net Settlement Fund to the Authorized Claimants. Such costs do not include legal fees.

1.3. "Authorized Claimant" means any Settlement Class Member who is a Claimant and whose claim for recovery has been allowed pursuant to the terms of this Stipulation, and any order of the Court.

1.4. "Business Day" means any day except Saturday or Sunday or any other day on which national banks are authorized by law or executive order to close in the State of New York.

1.5. "Claimant" means any Settlement Class Member who files a Proof of Claim in such form and manner, and within such time, as the Court shall permit.

1.6. "Claims" means any and all manner of claims, debts, demands, controversies, obligations, losses, costs, interest, penalties, fees, expenses, rights, duties, judgments, sums of money, suits, contracts, agreements, promises, damages, causes of action and liabilities, of every nature and description in law or equity (including, but not limited to, any

claims for damages, whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise, injunctive relief, declaratory relief, recession or recessionary damages, interest, attorneys' fees, expert or consulting fees, costs, or expenses), whether fixed or contingent, liquidated or unliquidated, accrued or unaccrued, matured or un-matured, known or unknown, arising under federal, state, local, statutory, common, administrative, or foreign law, or any other law, rule, or regulation.

1.7. "Claims Administrator" means Strategic Claims Services, which shall administer the Settlement, including sending a mailed Notice to Settlement Class Members, in the form of Exhibit B attached hereto, arranging for publication of Notice in the form of Exhibit C attached hereto, processing claims and performing such other administrative functions as required under this Stipulation.

1.8. "Co-Lead Counsel" means The Rosen Law Firm, P.A. and Glancy Prongay & Murray, LLP.

1.9. "ADSs" means American Depository Shares, common stock, and other shares and options to trade such shares of iDreamSky Technology Limited.

1.10. "Defendant Claims" means any and all Claims and counterclaims and bases for relief arising out of the commencement and prosecution of the Action or that is in any matter related to the subject matter of the Action, whether known or Unknown Claims, that the Defendants, or any of their current or former officers and directors, could have raised in the Action against Plaintiffs, Co-Lead Counsel, other Plaintiffs' counsel, or any Settlement Class Member and claims for violations of Rule 11 of the Federal Rules of Civil Procedure, or any other fee or cost-shifting claim, ***except*** claims based upon, relating to, or arising out of the interpretation or enforcement of the Settlement.

1.11. "Defendants" means IDS, the Individual Defendants, and the Underwriter Defendants.

1.12. "Escrow Account" means an interest-bearing escrow account established in a federally chartered bank designated by Co-Lead Counsel. The Escrow Account shall be managed by the Escrow Agent, subject to the Court's supervisory authority, for the benefit of Plaintiffs and the Settlement Class in accordance with the terms of the Stipulation and any order of the Court.

1.13. "Escrow Agent" means The Huntington National Bank.

1.14. "Effective Date" shall have the meaning set forth in ¶ 13.3 of this Stipulation.

1.15. "Final" when referring to the Final Judgment means exhaustion of all possible appeals, meaning (i) if no appeal or request for review is filed, the day after the date of expiration of any time for appeal or review of the Final Judgment, and (ii) if an appeal or request for review is filed, the day after the date the appeal or request for review is dismissed, or the Final Judgment is upheld on appeal or review in all material respects, and is not subject to further review on appeal or by certiorari or otherwise; provided, however, that no order of the Court or modification or reversal on appeal or any other order relating solely to the amount, payment, or allocation of attorneys' fees and expenses or to the Plan of Allocation shall constitute grounds for cancellation or termination of this Settlement or affect its terms, including the release in ¶ 6.1, or shall affect or delay the date on which the Final Judgment becomes Final.

1.16. "Final Judgment" means the order and judgment to be entered by the Court finally approving the Settlement, certifying the Settlement Class for settlement purposes

only, and dismissing the Action with prejudice, materially in the form attached hereto as Exhibit E or in similar form adopted by the Court.

1.17. "IDS" or "Company" means iDreamSky Technology Limited. "IDS's Counsel" means Skadden, Arps, Slate, Meagher & Flom LLP.

1.18. "Insurers" means the insurers under director and officer liability policies issued to IDS for the period August 7, 2014 through March 13, 2015, including specifically Allianz Global Corporate & Specialty SE (Policy No. 1LD014-00036-00); (2) Zurich General Insurance Company (China) Limited (Policy No. F020003162BJ); (3) XL Insurance Company SE (Policy No. HK00010856DO14A); and (4) Allied World Assurance Company, Limited (Policy No. C020741/001).

1.19. "Lead Plaintiff" means Melvyn Boey Kum Hoong.

1.20. "Net Settlement Fund" means the Settlement Fund, less all fees and expenses awarded by the Court, any Taxes, and any Administrative Costs.

1.21. "Notice" means the "Notice of Pendency and Proposed Settlement of Class Action, Motion for Attorneys' Fees and Expenses, and Notice of Settlement Fairness Hearing," which is to be sent to Settlement Class Members substantially in the form attached hereto as Exhibit B, and subject to the approval of the Court in light of the circumstances present at the time of its Preliminary Approval Order.

1.22. "Opt-Out" means any one of, and "Opt-Outs" means all of, any Person or Entity or Persons or Entities who otherwise would be Settlement Class Members and have timely and validly requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto, or who are otherwise permitted by the Court to exclude themselves from the Settlement Class.

1.23. "Person" means an individual, corporation, fund, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

1.24. "Plan of Allocation" means a plan described in the Notice or any other plan or formula for allocating the Net Settlement Fund to Authorized Claimants as the Court may approve. The Plan of Allocation is not part of the Stipulation and not a condition to the effectiveness of this Stipulation, and the Released Parties shall have no responsibility or liability with respect thereto.

1.25. "Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class substantially in the form attached hereto as Exhibit A.

1.26. "Proof of Claim" means the Proof of Claim and Release Form to be submitted by Claimants, substantially in the form attached hereto as Exhibit D.

1.27. "Released Claims" means and includes any and all Claims and Unknown Claims (as defined in ¶1.42) that (i) have been asserted in this Action or in the Amended Complaint, or (ii) have been or could have been asserted by or on behalf of any of the Releasing Parties, in any capacity, which arise out of, are based upon, or relate in any way to (a) the initial public offering of IDS securities on or about August 7, 2014; (b) the purchase, acquisition, holding, sale, or disposition of IDS ADSs (as defined in ¶ 1.9) during the Settlement Class Period; or (c) the allegations, acts, transactions, facts, reports, communications, matters, occurrences, representations or omissions, and events involved, set forth, alleged, or referred to,

in the Action or alleged or referred to in the Amended Complaint. Notwithstanding the foregoing, "Released Claims" does not include claims to enforce the terms of this Stipulation or orders or judgments issued by the Court in connection with this Settlement.

1.28. "Released Parties" means IDS, the Individual Defendants, and the Underwriter Defendants; each and all of their current, former or future officers, directors, employees, partners, insurers, co-insurers, reinsurers, attorneys, advisors, investment advisors, personal or legal representatives, agents, assigns, executors, estates, administrators, related or affiliated persons or entities, predecessors, successors, parents, subsidiaries, affiliated variable interest entities, divisions and joint ventures; any entity in which any Defendant has a controlling interest; the Individual Defendants' immediate family members, spouses and marital communities; and any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their immediate family members.

1.29. "Releasing Parties" means Plaintiffs, each and every Settlement Class Member, and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, whether or not they object to the Settlement set forth in this Stipulation, and whether or not they make a claim for payment from the Net Settlement Fund.

1.30. "Settled Claims" means the Released Claims and the Defendant Claims.

1.31. "Settlement" means the settlement contemplated by this Stipulation.

1.32. "Settlement Amount" means the sum of $4,150,000.00 (Four Million One Hundred and Fifty Thousand U.S. Dollars). No additional payment shall be made by the

Settling Parties in connection with the Settlement, including for Administrative Costs, Co-Lead Counsel's attorneys' fees and expenses, as allowed by the Court, Settlement Class Member benefits, as well as any other costs, expenses, or fees of any kind whatsoever associated with the Settlement.

1.33. "Settlement Class" means all Persons or entities who purchased or otherwise acquired the securities, including ADSs, of IDS pursuant and/or traceable to IDS's initial public offering on or about August 7, 2014 or otherwise during the Settlement Class Period, and that were allegedly damaged thereby, except that excluded from the Settlement Class are all: (i) Defendants and their immediate family members; (ii) IDS's and the Underwriter Defendants' subsidiaries and affiliates; (iii) all officers and directors of IDS during the Settlement Class Period; (iv) any entities in which any Defendant has a controlling interest (but in the case of the Underwriter Defendants, only such entities that they have a majority ownership interest in); (v) the legal representatives, heirs, successors or assigns of any person excluded under subsections (i) through (iii) of this definition; and (vi) Opt-Outs. Defendants shall provide reasonable assistance in identifying the persons and entities to be excluded from the Settlement Class. The foregoing exclusion shall not cover "Investment Vehicles," which for these purposes shall mean any investment company, pooled investment fund or separately managed account (including, but not limited to, mutual fund families, exchange-traded funds, fund of funds, private equity funds, real estate funds, hedge funds, and employee benefit plans) in which any Underwriter Defendant or any of its affiliates has or may have a direct or indirect interest or as to which any Underwriter Defendant or any of its affiliates may act as an investment advisor, general partner, managing member or in other similar capacity (other than an investment vehicle of which the Underwriter Defendant or any of its affiliates is a majority owner or holds a

majority beneficial interest and only to the extent of such Underwriter Defendant's or affiliate's ownership or interest).

1.34. "Settlement Class Member" means a person or entity that is a member of the Settlement Class that does not exclude himself, herself or itself by filing a timely and valid request for exclusion in accordance with the requirements set forth in the Notice.

1.35. "Settlement Class Period" means the period from August 7, 2014 through March 13, 2015, inclusive.

1.36. "Settlement Fund" means all funds transferred to the Escrow Account pursuant to this Stipulation and any interest or other income earned thereon.

1.37. "Settlement Fund Distribution Order" means the order approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the claims submitted herein; approving of any fees and expenses not previously applied for, including the fees and expenses of the Claims Administrator; and directing distribution of the Net Settlement Fund to the Authorized Claimants.

1.38. "Settlement Hearing" means the hearing at or after which the Court will make a final decision pursuant to Rule 23 of the Federal Rules of Civil Procedure as to whether the Settlement contained in the Stipulation is fair, reasonable and adequate, and therefore, should receive final approval from the Court.

1.39. "Settling Party" means any one of, and "Settling Parties" means all of IDS, the Individual Defendants, Underwriter Defendants, and Plaintiffs (on behalf of themselves and the Settlement Class).

1.40. "Summary Notice" means the Summary Notice of Pendency and Settlement of Action and Settlement Hearing that the Claims Administrator will cause to be

published electronically on the *GlobeNewswire*, for national distribution, substantially in the form attached hereto as Exhibit C.

1.41. "Taxes" mean (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable and necessary costs and expenses incurred in connection with determining the amount of, and paying, any taxes owed by the Net Settlement Fund (including, without limitation, the reasonable and necessary costs and expenses of tax attorneys and accountants).

1.42. "Unknown Claims" means (i) any and all Released Claims of every nature and description which Plaintiffs or any Settlement Class Member do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Parties which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Parties, or might have affected his, her, or its decision with respect to this Settlement, including without limitation any decision not to opt-out or object to this Settlement; and (ii) any and all Defendant Claims that any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her, or it might have affected his, her or its decision(s) with respect to the Settlement. The Settling Parties acknowledge, and Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Defendant Claims was separately bargained for and was a key element of the Settlement.

2. The Settlement Consideration

2.1. In consideration of the full and final release, settlement and discharge of all Released Claims against the Released Parties, IDS, on behalf of all Defendants, shall, cause the Settlement Amount, by wire transfer or check sent by overnight mail, to be paid to the

Escrow Account within thirty (30) Business Days of the later of: (i) the Court has entered the Preliminary Approval Order; and (ii) Escrow Agent has provided IDS's Counsel with complete wire and transfer information and instructions and a completed Form W-9. No other Defendant shall be responsible for the Settlement Amount.

2.2. The Settlement Fund shall be used to pay fees and expenses awarded by the Court to Co-Lead Counsel for distribution by Co-Lead Counsel in its discretion among itself and other plaintiffs' counsel involved in the Action, any compensatory award to the Plaintiffs, any Taxes, and any Administrative Costs (subject to any required Court approval and to the limits set forth in ¶ 3.4). The remaining balance shall be the Net Settlement Fund, which, along with any accrued interest, shall be distributed to Authorized Claimants as allowed by this Stipulation, the Plan of Allocation, or the Court.

2.3. The obligations incurred pursuant to this Agreement shall be in full and final disposition and settlement of all Released Claims. Lead Plaintiff and Settlement Class Members shall look solely to the Settlement Fund as full, final, and complete satisfaction of all Released Claims. Under no circumstances will the Released Parties be required to pay, or cause payment of, and the Released Parties shall have no obligation to pay or cause payment of, more than the Settlement Amount pursuant to this Stipulation and the Settlement for any reason whatsoever, including, without limitation, as compensation or reimbursement to Lead Plaintiff, any Settlement Class Member or Releasing Party, including but not limited to their attorneys, experts, advisors, agents, or representatives, as payment of attorneys' fees and expenses awarded by the Court, or in payment of any fees, expenses, costs, liability, losses, Taxes, Administrative Costs or damages whatsoever alleged or incurred by any Lead Plaintiff, Settlement Class Member, Releasing Party or Co-Lead Counsel, including but not limited to their attorneys,

experts, advisors, agents, or representatives. The Defendants are not responsible for payment of Administrative Costs or any out-of-pocket expenses, other than out of the Settlement Amount, as provided herein.

3. Handling and Disbursement of Funds by the Escrow Agent

3.1. No monies will be disbursed from the Settlement Fund until after the Effective Date and as provided in ¶ 9.3 herein, except:

(a) As provided in ¶ 3.4 below;

(b) As provided in ¶ 10.2 below;

(c) As provided in ¶ 13.9 below, if applicable; and

(d) To pay Taxes and Tax Expenses (as defined in ¶ 1.41 above and as described more fully in ¶ 4.1 below) on the income earned by the Settlement Fund. Taxes and Tax Expenses shall be paid out of the Settlement Fund and shall be considered to be a cost of administration of the Settlement and shall be timely paid by the Escrow Agent without prior Order of the Court.

3.2. The Escrow Agent shall invest the Settlement Fund in short term 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, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Escrow Agent shall bear all responsibility and liability for managing the Escrow Account and cannot assign or delegate its responsibilities without approval of Co-Lead Counsel. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, or by an order of the Court.

3.3. All interest on the Settlement Fund will accrue for the benefit of the Settlement Class, so long as the Settlement becomes Final, until distribution of the Net Settlement Fund is made to the Settlement Class after the Final Judgment becomes Final, and none of the Defendants, Insurers, Released Parties or their counsel shall have any supervisory authority or responsibility for, interest in, or any liability whatsoever with respect to the Escrow Account. The Settlement Fund, not the Released Parties, shall bear all risks related to the investments of the Settlement Amount in accordance with this ¶ 3.3.

3.4. At any time after the Court grants preliminary approval of the Settlement, the Escrow Agent may, without further approval from IDS or the Court, disburse at the direction of Co-Lead Counsel up to $150,000.00 (One Hundred Fifty Thousand U.S. Dollars) from the Settlement Fund prior to the Effective Date to pay Administrative Costs. No payment from the Settlement Fund, including, without limitation, any distributions from the Net Settlement Fund or payments of any attorneys' fees or lead plaintiff compensatory awards, shall in any event be made to any Settlement Class Member (including Lead Plaintiff) or to Co-Lead Counsel prior to the Effective Date.

3.5. After the Effective Date, without further approval from the Court, the Escrow Agent may disburse additional amounts up to a total of $300,000 (Three Hundred Thousand U.S. Dollars) (including any amounts disbursed before the Effective Date) from the Settlement Fund to pay for any necessary, additional Administrative Costs. For any additional Administrative Costs above $300,000, the Co-Lead Counsel shall obtain Court approval for payment out of the Escrow Account. Under no circumstances shall Defendants, Released Parties, Plaintiffs or Co-Lead Counsel have any responsibility for such costs.

4. Taxes

4.1. The Settling Parties agree to treat the Settlement Fund as being at all times a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. In addition, Co-Lead Counsel or their designee shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 4.1, including the "relation-back election" (as defined in Treasury Regulation § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Co-Lead Counsel or their designee to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(a) For purposes of § 1.468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation § 1.468B-2(k)(3) promulgated thereunder, the "administrator" shall be Co-Lead Counsel or their designee. Co-Lead Counsel or their designee shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this ¶ 4.1) shall be consistent with this ¶ 4.1 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

(b) All Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon IDS or its counsel or its insurers with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a

"qualified settlement fund" for federal or state income tax purposes ("Taxes"), and all expenses and costs incurred in connection with the operation and implementation of this ¶ 4.1 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses or penalties relating to filing (or failing to file) the returns described in this ¶ 4.1) ("Tax Expenses"), shall be paid out of the Settlement Fund, as appropriate. Defendants, their counsel, Insurers, and the other Released Parties shall have no liability or responsibility for the Taxes or the Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid out of the Settlement Fund without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be withheld under Treasury Regulation § 1.468B-2(1)(2)). Defendants, their counsel, Insurers, and the other Released Parties shall have no responsibility for, interest in, or any liability whatsoever with respect to the foregoing provided in this ¶ 4.1. The Settling Parties agree to cooperate with each other, and their tax attorneys and accountants, to the extent reasonably necessary to carry out the provisions of this ¶ 4.1.

5. Preliminary Approval Order, Notice Order, and Settlement Hearing

5.1. As soon as practicable after execution of this Stipulation, Co-Lead Counsel shall submit this Stipulation and its exhibits to the Court and shall apply for preliminary approval of the Settlement set forth in this Stipulation, entry of a Preliminary Approval Order, and approval for the mailing and dissemination of the Notice and Summary Notice, substantially in the form of Exhibits A, B and C attached hereto. The date and time of the Settlement Hearing

shall be added to the Notice before it is mailed or otherwise provided to Settlement Class Members. Defendants shall not object to, or have any responsibility for, Co-Lead Counsel's proposed Plan of Allocation.

5.2. It shall be Co-Lead Counsel's sole responsibility to disseminate the Notice and Summary Notice to the Class in accordance with this Stipulation and as ordered by the Court. Defendants shall not bear any cost or responsibility for class notice, administration, or the allocation of the Settlement Amount among Settlement Class Members. Settlement Class Members shall have no recourse as to the Released Parties with respect to any claims they may have that arise from the notice process.

5.3. At the time of the submission described in ¶ 5.1 hereof, the Settling Parties, through their counsel, shall jointly request that, after the Notice is provided, the Court hold the Settlement Hearing and (i) approve the Settlement as set forth herein and (ii) enter a Final Judgment substantially in the form of Exhibit E attached hereto.

6. Releases and Covenants Not to Sue

6.1. Upon the Effective Date, the Releasing Parties, regardless of whether any such Releasing Party ever seeks or obtains by any means, including without limitation by submitting a Proof of Claim, any disbursement from the Settlement Fund: (i) shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims against the Released Parties and shall be deemed to have covenanted not to sue the Released Parties with respect to all such Released Claims; (ii) shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Released Claim, in

any capacity, against any of the Released Parties; and (iii) agree and covenant not to sue any of the Released Parties on the basis of the Released Claims or to assist any third party in commencing or maintaining any suit against the Released Parties related to any Released Claims. Nothing contained herein shall, however, bar the Releasing Parties from bringing any action or claim to enforce the terms of this Stipulation or the Final Judgment.

6.2. With respect to any and all Settled Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code § 1542, which provides:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Plaintiffs and Defendants shall expressly waive and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state, territory, foreign country or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Plaintiffs, Defendants, and/or one or more Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the Settled Claims, but Plaintiffs and Defendants shall expressly fully, finally and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally and forever settled and released, any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,

which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of fiduciary duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

6.3. Upon the Effective Date, the Released Parties: (i) shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Defendant Claims; (ii) shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any and every one of the Defendant Claims, in any capacity, against any of the Releasing Parties; and (iii) agree and covenant not to sue any of the Releasing Parties on the basis of any Defendant Claims or to assist any third party in commencing or maintaining any suit against the Releasing Parties related to any Defendant Claims. Nothing contained herein shall, however, bar the Released Parties from bringing any action or claim to enforce the terms of this Stipulation or the Final Judgment. It is likewise an important element to Plaintiffs' and Co-Lead Counsel's participation in this Settlement that they, the Settlement Class Members, and their attorneys, agents, experts, and investigators obtain the fullest possible release from liability to the Released Parties relating to the Defendant Claims, and it is the intention of the Settling Parties that any such liability relating to the Defendant Claims be eliminated.

6.4. The releases provided in this Stipulation shall become effective immediately upon occurrence of the Effective Date without the need for any further action, notice, condition, or event. Lead Plaintiff and Settlement Class Members shall be deemed to acknowledge that, as of the Effective Date, the releases given herein shall become effective immediately by operation of the Final Judgment and shall be permanent, absolute, and unconditional.

7. Administration of the Settlement

7.1. Any Settlement Class Member who does not submit a timely and valid Proof of Claim will not be entitled to receive any of the proceeds from the Net Settlement Fund, but will otherwise be bound by all of the terms in this Stipulation and the Settlement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

7.2. For purposes of determining the extent, if any, to which a Settlement Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions (subject to Court order) shall apply:

(a) Each Claimant shall be required to submit a valid Proof of Claim. The Proof of Claim submitted by each Settlement Class Member must satisfy the following conditions, unless otherwise ordered by the Court, it must: (i) be properly completed, signed and submitted in a timely manner in accordance with the provisions of the following paragraph; (ii) be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation deemed adequate by the Claims Administrator; (iii) include a certification

of current authority to act on behalf of the Settlement Class Member if the person executing the Proof of Claim is acting in a representative capacity; (iv) be complete and contain no material deletions or modifications of any of the printed matter contained therein; and (v) be signed under penalty of perjury.

(b) All Proofs of Claim must be submitted by the date specified in the Notice, unless such period is extended by Order of the Court. Any Settlement Class Member who fails to submit a Proof of Claim by such date (except Persons who request exclusion pursuant to ¶ 7.2(c) below) shall be forever barred from receiving any payment pursuant to the Settlement and this Stipulation, but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement including the terms of the Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims. Provided that it is received before the motion for the Settlement Fund Distribution Order is filed, a Proof of Claim shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by First-Class mail and addressed in accordance with the instructions provided thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

(c) Any Person falling within the definition of the Settlement Class may, upon request, be excluded or "opt out" from the Settlement Class. Any such Person must submit to the Claims Administrator a request for exclusion ("Request for Exclusion"), by First-Class Mail, or hand-delivered such that it is received no later than the date the Court orders. A Request for Exclusion must be signed and state (a) the name, address, and telephone number of the Person requesting exclusion; (b) the Person's purchases, acquisitions and sales of IDS ADSs

during the Class Period, including the dates, the number of ADSs of IDS purchased, acquired or sold, and price paid or received for each such purchase, acquisition or sale; and (c) that the Person wishes to be excluded from the Settlement Class. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or any final judgment. The Settling Parties recognize that claims against Defendants by Persons who exclude themselves from the Settlement Class may be barred, in whole or in part, by the applicable statutes of limitations and/or statutes of repose.

(d) Co-Lead Counsel shall cause to be provided to Defendants' counsel copies of all Requests for Exclusion, and any written revocation of Requests for Exclusion, as expeditiously as possible and in any event no later than the date the Court orders.

(e) Any member of the Settlement Class may appear and object if he, she, or it has any reason why the proposed Settlement of the Litigation should not be approved as fair, reasonable and adequate, or why a judgment should not be entered thereon, why the Plan of Allocation should not be approved, why fees, costs, and expenses should not be awarded to Co-Lead Counsel or Lead Plaintiff; provided, however, that no Settling Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, or the order approving the Plan of Allocation, or any fees and expenses to be awarded to Co-Lead Counsel or Lead Plaintiff, unless written objections and copies of any papers and briefs are received by Co-Lead Counsel and IDS's Counsel, no later than the date the Court orders and said objections, papers and briefs are filed with the Clerk of the United States District Court for the Southern District of New York by said date. Any member of the Settlement Class who does not

make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Stipulation, to the Plan of Allocation, and to the award of fees, costs, and expenses to Co-Lead Counsel or Lead Plaintiff, unless otherwise ordered by the Court. Attendance at the Settlement Hearing is not necessary. However, Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of fees, costs, and expenses are required to indicate in their written objection their intention to appear at the hearing. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

(f) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine in accordance with this Stipulation the extent, if any, to which each Claimant is an Authorized Claimant. Co-Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim filed, where doing so is in the interest of achieving substantial justice.

(g) The administrative determinations of the Claims Administrator accepting or rejecting claims shall be presented to the Court on notice to the Settling Parties, for approval by the Court in the Settlement Fund Distribution Order.

7.3. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Settlement Class Member and the

validity of the amount of the Claimant's claim. No discovery shall be allowed on the merits of the Action or Settlement in conjunction with the processing of the Proofs of Claim.

7.4. Payment pursuant to this Stipulation shall be deemed final and conclusive against all Claimants. All Claimants whose claims are not approved by the Court shall be barred from participating in the distribution from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment to be entered in this Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

7.5. All proceedings with respect to the administration, processing, and determination of claims and all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of this Court, but shall not delay or affect the finality of the Final Judgment.

7.6. To assist in dissemination of notice, IDS will cooperate in obtaining from the Company's transfer records information concerning the identity of Settlement Class Members, including any names and addresses of Settlement Class Members and nominees or custodians that exists in such transfer records ("Settlement Class Information"). IDS shall provide, or cause to be provided, to Co-Lead Counsel or the Claims Administrator, at no cost to Plaintiffs, within fourteen (14) calendar days after the Court signs an order preliminarily approving the Settlement, transfer records in electronic searchable form if available, such as Excel, containing the Settlement Class Information. The Parties acknowledge that any information provided to Co-Lead Counsel by IDS pursuant to this Paragraph shall be treated as confidential and will be used by Co-Lead Counsel solely to deliver the Notice and/or implement

the Settlement, including the Plan of Allocation. Defendants and the Released Parties shall otherwise not have any responsibility for the administration of the Settlement.

8. Plan of Allocation

8.1. The Claims Administrator shall administer the Settlement subject to the jurisdiction of the Court and pursuant to this Stipulation and the Plan of Allocation. The Plaintiffs and Co-Lead Counsel shall be solely responsible for formulation of the Plan of Allocation.

8.2. It is understood and agreed by the Settling Parties that any proposed Plan of Allocation is not a necessary term of this Stipulation or the Settlement, and any change, modification, or alteration to the Plan of Allocation by the Court shall not be grounds for termination of the Settlement. The Plan of Allocation is to be considered by the Court separately from its determination of the fairness, reasonableness, and adequacy of the Settlement as set forth in the Stipulation.

9. Distribution of the Settlement

9.1. The Claims Administrator shall determine and allocate to each Authorized Claimant the Authorized Claimant's proportionate share of the Settlement Fund based on each Authorized Claimant's recognized claim compared to the total recognized claims of all Authorized Claimants. Defendants, their counsel, Insurers and the other Released Parties shall have no responsibility for, involvement in, interest in, or liability whatsoever with respect to the investment or distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith.

9.2. After the Effective Date, Co-Lead Counsel shall apply to the Court, on notice to the Settling Parties, for the Settlement Fund Distribution Order.

9.3. The Net Settlement Fund shall be distributed to the Authorized Claimants, pursuant to the Settlement Fund Distribution Order, only after the Effective Date and after:

(a) All timely Claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance;

(b) All matters with respect to attorneys' fees, costs, and disbursements, including all objections with respect to all rejected or disallowed claims, have been resolved by the Court, and such resolution by the Court is Final; and

(c) All Administrative Costs, and Taxes have been paid.

9.4. This is not a claims-made settlement, and if all conditions of the Stipulation are satisfied and the Final Judgment becomes Final, no portion of the Settlement Fund will be returned to Defendants or the Insurers. The Claims Administrator will use its best efforts to administer and distribute the entirety of the Net Settlement Fund to the extent that it is equitably and economically feasible. If there is any balance remaining in the Net Settlement Fund after the initial distribution of the Net Settlement Fund, such remaining balance shall then be donated to an appropriate non-profit organization selected by Co-Lead Counsel, in which Co-Lead Counsel shall not have any financial interest or other affiliation. No Person shall have any claims against Co-Lead Counsel, the Claims Administrator or any other agent designated by Co-Lead Counsel based on distribution determinations or claim rejections made substantially in

accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or orders of the Court.

9.5. Neither the Settling Parties nor their counsel shall have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the Plan of Allocation; (iii) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (iv) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (v) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

10. Co-Lead Counsel's Attorneys' Fees and Reimbursement of Expenses

10.1. Co-Lead Counsel may submit an application or applications (the "Fee and Expense Application") for distributions solely from the Settlement Fund to Co-Lead Counsel for: (i) an award of attorneys' fees to Co-Lead Counsel for distribution by Co-Lead Counsel in its discretion among itself and other Plaintiffs' counsel that were involved in the Action; (ii) reimbursement of actual costs and expenses, including the fees and expenses of any experts or consultants, incurred in connection with prosecuting the Action; and (iii) payments to Plaintiffs for reasonable reimbursement of their time and expenses in connection with the Action. Defendants shall take no position with respect to the Fee and Expense Application(s).

10.2. Any attorneys' fees and expenses awarded Plaintiffs' counsel by the Court shall be paid to Plaintiffs' counsel from the Escrow Account fifteen (15) Business Days after such award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject

to Plaintiffs' counsel's several obligation to make appropriate refunds or repayments to the Settlement Fund, plus interest earned thereon, within ten (10) Business Days, if, and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the attorneys' fees and expenses award is lowered or the Settlement has not and cannot become Final (e.g., if the Settlement is not approved and one of the parties gives notice in writing that it does not intend to negotiate alternative terms).

10.3. The procedure for, and allowance or disallowance by the Court of, the Fee and Expense Application are not a condition of the Settlement set forth in this Stipulation and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order of or proceeding relating to the Fee and Expense Application, or any objection to, motion regarding, or appeal from any order or proceeding relating thereto or reversal or modification thereof, shall not operate to modify, terminate or cancel this Stipulation, or affect or delay the finality of the Final Judgment or the releases contained therein or any other orders entered pursuant to this Stipulation.

10.4. Any award of attorneys' fees and expenses to Co-Lead Counsel or reimbursement payments to Plaintiffs shall be paid solely from the Settlement Fund and shall reduce the Settlement consideration paid to the Settlement Class accordingly. The Released Parties shall not have any responsibility for payment of Co-Lead Counsel's attorneys' fees and expenses or other awards to Plaintiffs beyond the obligation of IDS to fund or to cause to fund the Settlement Amount as set forth in ¶ 2.1 above. The Released Parties shall have no responsibility for, and no liability whatsoever with respect to, any payments to Co-Lead Counsel,

Plaintiffs, the Settlement Class and/or any other Person who receives payment from the Settlement Fund.

11. Class Certification

11.1. In the Final Judgment, the Settling Parties agree that the Court should certify the Settlement Class for purposes of this Settlement only. In the event that the Final Judgment does not become Final or the Settlement fails to become effective for any reason, all Settling Parties reserve all their rights on all issues, including class certification. For purposes of this Settlement only, in connection with the Final Judgment, Defendants shall consent to (i) the appointment of Plaintiffs as the class representatives, (ii) the appointment of Co-Lead Counsel as class counsel pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, and (iii) the certification of the Settlement Class pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

12. CAFA Notice

12.1 Defendants shall determine the form of notice to be provided for the purpose of satisfying the requirements of the Class Action Fairness Act and will identify those who will receive notice as provided for therein. Defendants shall be responsible for mailing such notice within the time provided for in 28 U.S.C. § 1715(b) and for all expenses and costs related thereto. Simultaneously, Defendants shall provide a copy of such notice as well as proof of service of such notice to Co-Lead Counsel.

13. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

13.1. Each of the Settling Parties shall have the right to terminate the Settlement and Stipulation by providing written notice of its election to do so ("Termination Notice") to all other Settling Parties within seven (7) business days of:

(i) entry of a Court order declining to enter the Preliminary Approval Order in any material respect;

(ii) entry of a Court order refusing to approve this Stipulation in any material respect;

(iii) entry of a Court order declining to enter the Final Judgment in any material respect provided, however, that this Settlement is expressly not conditioned on the Court's approval of the proposed Plan of Allocation, nor on the Court's approval of Co-Lead Counsel's application for attorneys' fees or expenses, nor on the Court's approval of any compensatory award to Plaintiffs, and any change in the Final Judgment or any determination on appeal relating to these items shall not be considered a material change or otherwise provide grounds for termination of the Settlement and Stipulation;

(iv) entry of a Court order refusing to dismiss the Action with prejudice;

(v) entry of an order by which the Final Judgment is modified or reversed in any material respect by any appeal or review; or

(vi) failure on the part of any Settling Party to abide, in material respect, with the terms of this Stipulation. In the absence of any of the events enumerated in the preceding sentences, ¶ 13.2, or ¶ 13.5, no Settling Party shall have the right to terminate the Stipulation for any reason.

13.2. If the Settlement Amount is not paid into the Escrow Account in accordance with ¶2.1 of this Stipulation, then Plaintiffs, on behalf of the Settlement Class, and not Defendants, shall have the right, after the provision of reasonable notice and an opportunity to cure, to (a) terminate the Settlement and Stipulation by providing written notice to Defendants

at any time prior to the Court's entry of the Final Judgment; or (b) enforce the terms of the Settlement and this Stipulation and seek a judgment effecting the terms herein.

13.3. The Effective Date of this Stipulation ("Effective Date") shall not occur unless and until each of the following events occurs, and it shall be the date upon which the last in time of the following events occurs:

(a) IDS has not exercised its option to terminate the Settlement pursuant to ¶ 13.5;

(b) The Court has entered the Preliminary Approval Order attached hereto as Exhibit A or an order containing materially the same terms;

(c) The sum of $4,150,000.00 (Four Million One Hundred and Fifty Thousand U.S. Dollars) has been paid into the Escrow Account, as set forth in ¶ 2.1;

(d) The Court has approved the Settlement, following the period set forth for notice under CAFA, and following notice to the Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure;

(e) The Final Judgment has become Final as defined in ¶ 1.15, or in the event that the Court enters an order of judgment not in all material respects in the form of the Final Judgment and none of the Settling Parties elects to terminate this Settlement, the date that such alternative judgment becomes Final; and

(f) The Action has been dismissed with prejudice.

13.4. Upon the occurrence of the Effective Date, any and all interest or right of Defendants or the Insurers in or to the Settlement Fund, shall be absolutely and forever extinguished, except as set forth in this Stipulation.

13.5. If there are one or more Opt-Outs who in the aggregate purchased or otherwise acquired ADSs during the Settlement Class Period in a percentage greater than the percentage specified in a separate Supplemental Agreement between the parties (the "Supplemental Agreement"), then IDS shall have, in its sole and absolute discretion, the option to terminate this Stipulation and Settlement in strict accordance with the requirements and procedures set forth in the Supplemental Agreement (hereinafter the "Supplemental Termination Option"). The Supplemental Agreement is to be executed between Plaintiffs and IDS, by and through their counsel, concurrently with this Stipulation. The terms of the Supplemental Agreement shall not be disclosed in any other manner other than the statements herein and in the Notice, or as otherwise provided in the Supplemental Agreement unless and until the Court otherwise directs or a dispute arises between Lead Plaintiff and Defendants concerning its interpretation or application. If submission of the Supplemental Agreement to the Court is required for resolution of a dispute or is otherwise ordered by the Court, the parties will undertake to have the Court review the Supplemental Agreement in camera without filing it on the docket. If the Court requires the Supplemental Agreement to be filed, the parties shall request that it be filed under seal or with the percentage redacted. If IDS exercises the Supplemental Termination Option, and if Lead Plaintiff has not caused the written retraction of sufficient requests for exclusion from Opt-Outs, and the remaining Opt-Outs equal or exceed the percentage set forth in the Supplemental Agreement, this Stipulation will be null and void.

13.6. If some or all of the conditions specified in ¶ 13.3 above are not met, or in the event that this Stipulation is not approved by the Court, or the Settlement set forth in this Stipulation is terminated or fails to become effective in accordance with its terms, then this Stipulation shall be canceled and terminated, unless all of the Settling Parties agree in writing to

proceed with this Stipulation, except that Defendants shall not have the right to terminate the Stipulation if the Settlement Amount is not paid pursuant to ¶ 2.1. None of the Settling Parties, or any of them, shall have any obligation whatsoever to proceed under any terms other than those provided for and agreed herein.

13.7. In the event the Stipulation shall terminate, or be canceled, vacated, not approved, or shall not become effective for any reason, the Settling Parties shall be restored to their respective positions in the Action immediately prior to July 5, 2017, and they shall proceed in all respects as if the Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice.

13.8. In the event that the Stipulation shall terminate, or be canceled, vacated, not approved, or shall not become effective for any reason, the terms and provisions of this Stipulation, except as otherwise provided herein, shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

13.9. In the event the Stipulation shall be terminated, or be canceled, or is incapable of becoming effective for any reason, within seven (7) Business Days after the occurrence of such event, the Settlement Fund (less Taxes already paid and any Administrative Costs which have either been disbursed or are determined to be chargeable, not to exceed $150,000 or any additional amount beyond that the Court has approved) shall be refunded by the Escrow Agent to the Persons making a contribution to the Settlement Fund, in proportion to their contributions, plus accrued interest attributable to that amount by check or wire transfer. At the

request of IDS's Counsel, the Escrow Agent or their designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, to the Persons making a contribution to the Settlement Fund, in proportion to their contributions.

13.10. No proceeding or order of the Court or modification or reversal on appeal of any order of the Court or motion for reconsideration, appeal, petition for a writ of certiorari or its equivalent concerning the Plan of Allocation or Co-Lead Counsel's application for attorneys' fees or expenses and/or any compensatory award to Plaintiffs shall in any way delay or preclude the Effective Date or constitute grounds for cancellation or termination of the Stipulation.

14. Use of This Stipulation

14.1. The Settling Parties covenant and agree that neither this Stipulation, whether or not consummated, including any and all of its terms, provisions, exhibits, and prior drafts, nor any terms of the Settlement, nor any statement, communication, document, mediation, negotiation or materials relating thereto, is evidence, or an admission, presumption, or concession by any Settling Party or their counsel, any Settlement Class Member, or any of the Released Parties, of any fault, negligence, liability or wrongdoing whatsoever, as to any facts or Claims alleged or asserted or that could have been alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the Claims or defenses alleged or asserted or that could have been alleged or asserted in any such action or proceeding. This Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses alleged or asserted or that could have been alleged or asserted in the Action, any fault, negligence, liability, or wrongdoing by any Settling Party, Settlement Class Member, or any of

the Released Parties, or any damages or injury to any Settling Party, Settlement Class Member, or any Released Parties. Neither this Stipulation, nor any of its terms and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement, communication, document, mediation, negotiation or materials in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any, liability, fault, negligence, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any Released Party, or of any infirmity of any defense, or of any damages to the Plaintiffs or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Parties concerning any fact or any purported liability, fault, negligence, or wrongdoing of the Released Parties or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that the Stipulation or the Final Judgment may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to enforce the Settlement or Final Judgment, to effectuate the liability protection granted hereunder, to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, offset or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, or as otherwise required by law.

14.2. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or claims of any Defendants against their insurers, or their insurers' subsidiaries,

predecessors, successors, assigns, affiliates, or representatives. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or claims relating to indemnification, advancement, or any undertakings by an indemnified party to repay amounts advanced or paid by way of indemnification or otherwise.

15. Miscellaneous Provisions

15.1. All of the Exhibits attached hereto are hereby incorporated herein by reference as though fully set forth herein. Notwithstanding the foregoing, in the event of a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of this Stipulation shall prevail.

15.2. Except in the event of the filing of a Termination Notice pursuant to ¶¶ 13.1, 13.2 or 13.5 of this Stipulation, the Settling Parties shall take all actions necessary to consummate this agreement; and agree to cooperate with each other to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation.

15.3. The Settling Parties and their counsel represent that they will not encourage or otherwise influence (or seek to influence) in any way whatsoever any Settlement Class Members to request exclusion from, or object to, the Settlement.

15.4. Each of the attorneys executing this Stipulation, any of its exhibits, or any related settlement documents on behalf of any Settling Party hereto hereby warrants and represents that he or she has been duly empowered and authorized to do so by the Settling Party he or she represents.

15.5. Plaintiffs and Co-Lead Counsel represent and warrant that Plaintiffs are Settlement Class Members and none of Plaintiffs' Claims or causes of action against one or more Defendants in the Action, or referred to in this Stipulation, or that could have been alleged

against one or more Defendants in the Action, or any interest in or part or portion thereof, have been assigned, pledged, loaned, hypothecated, conveyed, encumbered or in any manner transferred, voluntarily or involuntarily, in whole or in part.

15.6. This Stipulation, constitutes the entire agreement between the Settling Parties related to the Settlement and supersedes any prior agreements. No representations, warranties, promises, inducements or other statements have been made to or relied upon by any Settling Party concerning this Stipulation, other than the representations, warranties and covenants expressly set forth herein. Plaintiffs, on behalf of themselves and the Settlement Class, acknowledge and agree that any and all other representations and warranties of any kind or nature, express or implied, are specifically disclaimed and were not relied upon in connection with this Stipulation. In entering this Stipulation, the Settling Parties relied solely upon their own knowledge and investigation. Except as otherwise provided herein, each Settling Party shall bear its own costs.

15.7. This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Settling Parties or their counsel or their respective successors-in-interest.

15.8. This Stipulation shall be binding upon, and shall inure to the benefit of, the Settling Parties and their respective agents, successors, executors, heirs, and assigns.

15.9. The Released Parties who do not appear on the signature lines below are acknowledged and agreed to be third party beneficiaries of this Stipulation and Settlement.

15.10. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

15.11. This Stipulation may be executed in any number of counterparts by any of the signatories hereto and the transmission of an original signature page electronically (including by facsimile or portable document format) shall constitute valid execution of the Stipulation as if all signatories hereto had executed the same document. Copies of this Stipulation executed in counterpart shall constitute one agreement.

15.12. This Stipulation, the Settlement, and any all disputes arising out of or relating in any way to this Stipulation, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

15.13. The Court shall retain jurisdiction with respect to the award of attorneys' fees and expenses, the Plan of Allocation and the implementation and enforcement of the terms of this Stipulation, and all Settling Parties submit to the jurisdiction of the Court for these purposes. Any such actions, motions, or disputes arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in this Court.

15.14. The Stipulation shall not be construed more strictly against one Settling Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties, and all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

15.15. Plaintiffs, Co-Lead Counsel, and the attorneys, staff, experts, and consultants assisting them in this Action agree that (a) they will not intentionally assist or cooperate with any person or entity in the pursuit of legal action related to the Released Claims against the Released Parties, (b) they will not intentionally assist or cooperate with any person or

entity seeking to publicly disparage or economically harm the Released Parties with respect to any matter relating to the subject matter of this Action, and (c) they will not discuss any confidential matters related to this Action or the Settlement with anyone, and (d) they will not make any accusations of wrongful or actionable conduct by any party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the settlement embodied in this Stipulation constitutes an admission of any claim or defense alleged. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

15.16. All agreements by, between or among the Settling Parties, their counsel and their other advisors as to the confidentiality of information exchanged between or among them shall remain in full force and effect, and shall survive the execution and any termination of this Stipulation and the final consummation of the Settlement, if finally consummated, without regard to any of the conditions of the Settlement.

15.17. The Settling Parties shall not assert or pursue any action, claim or rights that any party violated any provision of Rule 11 of the Federal Rules of Civil Procedure and/or the Private Securities Litigation Reform Act of 1995 relating to the prosecution, defense, or settlement of this Action, the Settlement, or the Stipulation. The Settling Parties agree that the Action was resolved in good faith following arm's-length bargaining, in full compliance with applicable requirements of good faith litigation under the Securities Exchange Act of 1934, Rule 11 of the Federal Rules of Civil Procedure and/or the Private Securities Litigation Reform Act of 1995, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

15.18. Any failure by any of the Settling Parties to insist upon the strict performance by any other Settling Party of any of the provisions of the Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by the other Settling Parties to this Stipulation.

15.19. The waiver, express or implied, by any Settling Party of any breach or default by any other Settling Party in the performance of such Settling Party of its obligations under the Stipulation shall not be deemed or construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Stipulation.

15.20. The Settling Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Stipulation.

15.21. Whether or not this Stipulation is approved by the Court and whether or not the settlement embodied in this Stipulation is consummated, the Settling Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings had in connection with this Stipulation confidential. Notwithstanding the foregoing, the Settling Parties agree that this Stipulation may be filed publicly as part of any motion for preliminary or final approval of the settlement.

IN WITNESS WHEREOF, the Settling Parties have executed this Stipulation by their undersigned counsel effective as of the date set forth below.

[SIGNATURE PAGES TO FOLLOW]

DATED: November 28, 2017

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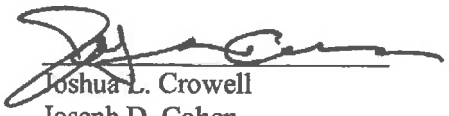

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