

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is executed June 29, 2016 (the "**Effective Date**") in connection with the secured party sale of certain assets owned by **NEOMEDIA TECHNOLOGIES, INC.** (the "**Debtor**") to [____], a [____], ("**Purchaser**") pursuant to the Financing Agreements (as defined below) by and between the Debtor and **YA GLOBAL INVESTMENTS, L.P.** ("**Secured Party**").

The Debtor is indebted to the Secured Party pursuant to certain financing arrangements (the "**Financing Arrangements**"). The obligations of the Debtor to the Secured Party under the Financing Arrangements are secured by, among other things, substantially all of the Debtor's personal property assets as listed on the attached **Exhibit "A"** (collectively, the "**Purchased Assets**"). Pursuant to its rights under the Financing Arrangements, and applicable law, the Secured Party seeks to consummate a secured party sale of the Purchased Assets, the proceeds from which shall be applied in reduction of the Debtor's obligations and liabilities to the Secured Party.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Sale and Purchase.

Secured Party agrees to sell, convey, and assign to Purchaser, and Purchaser agrees to purchase and accept from Secured Party, for the Purchase Price (as hereinafter defined), on the terms and conditions set forth in this Agreement, all of the Debtor's right, title and interest in and to the Purchased Assets.

2. Purchase Price.

The purchase price ("**Purchase Price**") to be paid by Purchaser to Secured Party for the Purchased Assets is _____ Dollars (\$_____), which shall be paid as follows:

(a) Deposit: A deposit equal to ten percent (10%) of the Purchase Price (the "**Deposit**") is payable as follows:

(i) FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) paid herewith to the Secured Party's counsel, Riemer & Braunstein LLP (the "**Escrow Agent**"), receipt of which is acknowledged by the Secured Party and the Escrow Agent, to be held by the Escrow Agent subject to the terms of this Agreement.

(ii) The balance of the Deposit, namely _____ Dollars (\$_____) is to be paid by certified check, bank cashier's check, or federal funds wire transfer in accordance with the Escrow Agent's instructions, within five (5) business days after the date hereof to the Escrow Agent for the benefit of the Secured Party. **IT IS AGREED THAT TIME IS OF THE ESSENCE.**

(iii) The Deposit will **NOT** be held in an interest bearing account.

(b) The balance of the Purchase Price, namely _____ Dollars (\$_____) is to be paid to the Secured Party by certified check, bank cashier's check, or federal funds wire transfer in accordance with the Secured Party's instructions on or before [_____] (New York, New York time) on [_____] 2016. **IT IS AGREED THAT TIME IS OF THE ESSENCE.**

3. Acknowledgement of Evaluation Materials Delivered by Secured Party to Purchaser Prior to the Effective Date.

The Purchaser has previously entered in a certain Disclaimer, Release, and Confidentiality Agreement, a true and complete copy of which is attached hereto as **Exhibit "B"** (the "**Confidentiality Agreement**"), the terms and conditions of which remain in full force and effect and are specifically incorporated herein by reference. The Purchaser hereby acknowledges and agrees that the terms and conditions of the Confidentiality Agreement shall survive the delivery of the Bill of Sale (as defined herein). Purchaser further hereby acknowledges receipt of the Evaluation Materials (as defined in the Confidentiality Agreement), and ratifies and confirms the terms and conditions of the Confidentiality Agreement pursuant to which such Evaluation Materials were provided to the Purchaser.

4. Termination, Default and Remedies; Sale to Second Highest Bidder.

(a) If (i) Purchaser fails or refuses to consummate the purchase of the Purchased Assets pursuant to this Agreement on or before the Closing Date (as defined below) for any reason other than a termination of this Agreement pursuant to Section 4(b), or (ii) if on or before the Closing Date, Secured Party discovers that Purchaser has failed to timely perform any of its other obligations hereunder or that any of Purchaser's representations or warranties contained in this Agreement are not true or accurate as of the date made or on the Closing Date, then, such event shall constitute a default by Purchaser hereunder and Secured Party may terminate this Agreement by giving written notice to Purchaser.

(b) If Secured Party fails to consummate the sale of the Purchased Assets pursuant to this Agreement at the Closing (as defined below), or if Secured Party fails to perform any of Secured Party's other obligations hereunder, when required, either prior to or at the Closing Date, for any reason other than the termination of this Agreement by Secured Party pursuant to a right to terminate expressly set forth in this Agreement or Purchaser's failure to perform Purchaser's obligations under this Agreement, or

Purchaser discovers that Secured Party has failed to timely perform any of its other obligations hereunder or that any of Secured Party's representations or warranties contained in this Agreement are not true or accurate as of the date made or on the Closing Date, then Purchaser shall have, as its sole and exclusive remedy, the right to terminate this Agreement by giving written notice thereof to Secured Party and the Escrow Agent prior to or at the Closing, whereupon neither signatory hereto shall have any further right or obligation hereunder. In no event shall Purchaser be entitled to receive consequential, punitive, speculative or other damages, other than actual damages, as herein limited, and Purchaser waives any right it may have to (i) claim any monetary damages, (ii) claim any consequential, punitive, speculative or other damages, and (iii) seek any equitable remedy, including without limitation, the right to seek and enforce specific performance of this Agreement.

(c) If this Agreement is terminated pursuant to Section 4(a), the Escrow Agent shall disburse the Deposit to the Secured Party in accordance with wire instructions provided by the Secured Party. If the Agreement is terminated pursuant to Section 4(b), the Escrow Agent shall disburse the Deposit to Purchaser in accordance with wire instructions to be provided by Purchaser. Upon the delivery of the Deposit by the Escrow Agent pursuant to this paragraph, the Escrow Agent shall be forever discharged from all further obligation or responsibility under this Agreement.

(d) If the Agreement is terminated, the Secured Party may, at its option, either sell the Purchased Assets to the second highest qualified bidder at the sale of the Purchased Assets, or assume the highest bid, and no such assumption of bid or sale of the Purchased Assets by the Secured Party to such second highest bidder shall relieve the Purchaser from the Purchaser's obligations hereunder nor operate as a waiver by the Secured Party of its rights and remedies against the Purchaser.

5. Closing.

(a) The Closing ("**Closing**") of the sale of the Purchased Assets by Secured Party to Purchaser shall occur at the New York offices of the Secured Party's counsel on or before July 27, 2016 (as may be extended in writing from time to time by the Secured Party in its sole and exclusive discretion, the "**Closing Date**").

(b) At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions precedent:

(i) Secured Party, at Secured Party's sole cost and expense, shall deliver or cause to be delivered to the Purchaser an executed Secured Party's Bill of Sale in the form attached hereto as Exhibit "C" (the "**Bill of Sale**").

(ii) Purchaser, at Purchaser's sole cost and expense, shall deliver or cause to be delivered to the Secured Party the balance of the Purchase Price and an executed counterpart of the Bill of Sale.

(iii) The Secured Party shall have received the balance of the Purchase Price in good and collected funds.

(iv) Upon receipt of a joint written notification from the Secured Party and Purchaser that the Closing is going to occur, the Escrow Agent shall disburse the Deposit to the Secured Party.

(v) Purchaser and the Secured Party shall bear their own costs and expenses in connection with the transaction which is the subject of this Agreement. Purchaser shall be responsible for all recording fees, transfer taxes, document stamp taxes and similar fees, charges and taxes (if applicable).

6. Conditions Precedent to Performance by Purchaser.

(a) Without limitation upon the conditions set forth herein, Purchaser's obligations under this Agreement shall be contingent and specifically conditioned upon the following:

(i) Secured Party shall have, in all material respects, delivered, performed, observed, and complied with all of the items, instruments, documents, covenants, agreements, and conditions required by this Agreement to be delivered, performed, observed, and complied with by Secured Party prior to, or as of, the Closing.

(ii) The representations made by Secured Party in Section 8 of this Agreement shall be true and correct in all material respects as though made at and as of the Closing Date, except as otherwise contemplated by this Agreement or consented to in writing by the Purchaser (it being understood that representations that speak as of a specified date shall continue to speak as of the date so specified).

(b) In the event that any of the conditions described in Section 6(a) hereof have not been satisfied at or prior to the Closing, Purchaser shall have the option at any time at or before the Closing, to either (i) as Purchaser's sole and exclusive remedy, terminate this Agreement in accordance with Section 4 hereof by written notice to Secured Party, whereupon neither signatory hereto shall have any further right or obligation hereunder, or (ii) waive such condition and close the purchase of the Purchased Assets in accordance with the terms hereof.

7. Conditions Precedent to Performance by Secured Party.

(a) Without limitation upon the conditions set forth herein, Secured Party's obligations under this Agreement shall be contingent and specifically conditioned upon the following:

(i) Purchaser shall have, in all material respects, delivered, performed, observed, and complied with all of the items, instruments, documents, covenants, agreements, and conditions required by this Agreement to be delivered, performed, observed, and complied with by Purchaser prior to or as of the Closing.

(ii) The representations and warranties made by Purchaser in this Agreement shall be true and correct in all material respects on the Effective Date and as though made at and as of the Closing Date, except as otherwise contemplated by this Agreement or consented to in writing by the Secured Party (it being understood that representations and warranties that speak as of a specified date shall continue to speak as of the date so specified).

(b) In the event that any of the conditions described in Section 7(a) hereof have not been satisfied by the Closing Date, Secured Party shall have the option, at any time on or before the Closing, to either (i) terminate this Agreement in accordance with Section 4 hereof and pursue its remedies therefore in accordance with the terms and conditions of this Agreement, or (ii) waive such condition and close the sale of the Purchased Assets in accordance with the terms hereof.

8. Representations of Secured Party.

(a) Secured Party hereby represents to Purchaser that:

(i) Secured Party has all requisite corporate power and authority to execute, deliver, and perform all of its obligations under this Agreement and all instruments and other documents executed and delivered by Secured Party in connection herewith.

(ii) The execution, delivery and performance of this Agreement and all instruments and other documents to be executed and delivered by Secured Party in connection herewith have been duly authorized by all necessary action on the part of Secured Party.

(iii) This Agreement constitutes a legal, valid and binding obligation of Secured Party, enforceable against Secured Party in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting the enforcement of creditors' rights and general equitable principles which may limit the availability of equitable remedies.

(b) The representations of Secured Party set forth in Section 8(a) hereof shall be deemed to be made both as of the Effective Date and as of the Closing Date.

(c) DISCLAIMER OF REPRESENTATIONS OR WARRANTIES BY SECURED PARTY. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8(a) HEREOF, THE PURCHASED ASSETS ARE BEING SOLD "AS IS", "WHERE IS", "WITH ALL FAULTS" WITHOUT ANY RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 8(a), SECURED PARTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR

CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING WITHOUT LIMITATION, THE VALIDITY AND PRIORITY OF THE SECURED PARTY'S INTEREST THEREIN. PURCHASER ACKNOWLEDGES THAT SECURED PARTY HAS NOT AUTHORIZED ANY EMPLOYEE, AGENT, REPRESENTATIVE, BROKER, THIRD PARTY OR OTHER PARTY TO MAKE AND, TO THE EXTENT SO MADE, SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES. PURCHASER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND THE CONFIDENTIALITY AGREEMENT, TO REVIEW THE EVALUATION MATERIALS, AND PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF EVALUATION MATERIALS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED, DIRECTLY OR INDIRECTLY, BY SECURED PARTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE EVALUATION MATERIALS WERE OBTAINED FROM A VARIETY OF SOURCES AND THAT SECURED PARTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR THE COMPLETENESS OF SUCH INFORMATION. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASED ASSETS ARE SOLD BY SECURED PARTY AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. PURCHASER ACKNOWLEDGES THAT THE SALE OF THE PURCHASED ASSETS AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS. THE PROVISIONS OF THIS SECTION 8(c) SHALL SURVIVE THE CLOSING.

9. Representations, Warranties, Covenants and Indemnifications of Purchaser.

(a) Purchaser hereby represents and warrants to Secured Party that:

(i) Purchaser has all requisite power and authority to execute, deliver, and perform all of its obligations under this Agreement and all instruments and other documents executed and delivered by Purchaser in connection herewith.

(ii) The execution, delivery and performance of this Agreement and all instruments and other documents to be executed and delivered by Purchaser in connection herewith have been duly authorized by all necessary action on the part of Purchaser and do not and will not (A) require any consent or approval of its shareholders and/or partners, whichever is applicable, that has not been obtained, or (B) violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Purchaser or any provision of Purchaser's charter or bylaws and/or partnership agreement, whichever is applicable.

(iii) This Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting the enforcement of creditors' rights and general equitable principles which may limit the availability of equitable remedies.

(iv) Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks relating to its purchase of the Purchased Assets and making an informed purchase and investment decision in connection therewith.

(v) Purchaser has made such examination, review and investigation of the facts and circumstances (including, without limitation, the Evaluation Materials) necessary to evaluate the Purchased Assets as it has deemed necessary or appropriate to form a basis for its evaluation of the purchase of the Purchased Assets. The Purchaser is assuming all risk with respect to the Purchased Assets.

(vi) Purchaser is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

(vii) Purchaser is not and, after making due inquiry, no person or entity (hereinafter, a "**Person**") who owns a controlling interest in or otherwise controls Purchaser is, (i) listed on the Specially Designated Nationals and Blocked Persons List (the "**SDN List**") maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or on any other similar list ("**Other Lists**") and, collectively with the SDN List, the "**Lists**") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "**OFAC Laws and Regulations**"); or (ii) a Person (a "**Designated Person**") either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "**Executive Orders**"). The OFAC Laws and Regulations and the Executive Orders are collectively referred to in this Agreement as the "**Anti-Terrorism Laws**". Purchaser represents and warrants that it requires, and has taken reasonable measures to ensure compliance with the requirement, that no Person who owns any other direct interest in Purchaser is or shall be listed on any of the Lists or is or shall be a Designated Person. This subsection (a)(viii) shall not apply to any Person to the extent that such Person's interest in Purchaser is through a U.S. Publicly-Traded Entity. As used in this Agreement, "**U.S. Publicly-Traded Entity**" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a Person.

(viii) Purchaser has taken reasonable measures appropriate to the circumstances (and in any event as required by law), with respect to each holder of a direct or indirect interest in Purchaser to assure that funds invested by such holders in Purchaser are derived from legal sources (“**Anti-Money Laundering Measures**”). The Anti-Money Laundering Measures have been undertaken in accordance with the Bank Secrecy Act, 31 U.S.C. §§ 5311 *et seq.* (“**BSA**”), and all applicable laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations under 18 U.S.C. §§ 1956 and 1957 (collectively with the BSA, “**Anti-Money Laundering Laws**”).

(ix) To its actual knowledge after making due inquiry, neither Purchaser nor any holder of a direct or indirect interest in Purchaser (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering under 18 U.S.C. §§ 1956 and 1957, drug trafficking, terrorist-related activities or other money laundering predicate crimes, or any violation of the BSA, (ii) has been assessed civil penalties under any Anti-Money Laundering Laws, or (iii) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws.

(x) Purchaser has taken reasonable measures appropriate to the circumstances (in any event as required by law), to ensure that Purchaser is in compliance with all current and future Anti-Money Laundering Laws and laws, regulations and government guidance for the prevention of terrorism, terrorist financing and drug trafficking.

(xi) Purchaser is represented by competent counsel and has consulted counsel before executing this Agreement.

(xii) The Purchaser acknowledges and agrees that the Secured Party shall not pay any brokerage commission or fee in connection with the sale of the Purchased Assets. The Purchaser represents and warrants to the Secured Party that the Purchaser has not had any dealings, negotiations, or consultations with any broker in connection with this transaction which would result in any liability to the Secured Party.

(b) **Indemnification.**

(i) Purchaser hereby indemnifies, holds harmless and agrees to defend Secured Party, its general partner, and its investment manager, and each of their respective agents, servants, attorneys, advisors, officers, directors, employees, affiliates, partners, members, managers, predecessors, successors, and assigns (individually, each a “**Lender Party**”, and collectively, the “**Lender Parties**”), from and against any and all losses, causes of action, liabilities, claims, demands, obligations, damages, judgments, fines, losses, costs and expenses, including attorneys’ and accountants’ fees and costs, to which any of the Lender Parties may become subject on account of, arising out of, or related to any act, omission,

conduct or activity of Purchaser or any of its officers, directors, employees, agents, servants, successors or assigns from and after the Closing Date, on account of, arising out of or related to the Purchaser's administration of the Purchased Assets.

(ii) Promptly after receipt by any of the Lender Parties of notice of the commencement of any action to which this Section shall apply, the applicable Lender Party shall notify Purchaser in writing of the commencement of such action and of the possibility of a claim by such Lender Party against Purchaser under this Section; however, failure of a Lender Party to so notify Purchaser will not relieve Purchaser of liability hereunder. Purchaser shall be entitled to participate in such action and may, with the written consent of the Lender Party, assume the defense of such action with counsel selected by Purchaser with the approval of the Lender Party. After Purchaser's assumption of the defense, Purchaser shall not be liable for any legal expenses subsequently incurred by the Lender Party in connection with the defense of such action, unless (A) such expenses are incurred with the prior written approval of Purchaser, or (B) the Lender Party reasonably determines that its interests may be adverse in whole or in part to those of Purchaser and that there may be legal defenses available to the Lender Party that are different from, in addition to or inconsistent with defenses available to Purchaser, in which case the Lender Party may retain its own counsel and be indemnified by Purchaser for all legal and other expenses and costs incurred in connection with the investigation and defense of the action.

(iii) None of the Lender Parties shall be liable for the settlement of any action effected without its express written consent. If any action is settled without the Lender Party's written consent or if there is a final judgment against any of the Lender Parties in any action, Purchaser shall indemnify, hold harmless and defend the Lender Parties from and against all loss or liability incurred by reason of such settlement or judgment.

(c) The representations, warranties, covenants and indemnifications of Purchaser contained in this Section 9 shall be deemed to be made both as of the Effective Date and as of Closing and shall survive the Closing or termination of this Agreement.

10. Escrow Provisions. The Secured Party and Purchaser acknowledge and agree that the Escrow Agent shall be subject to the following terms and conditions and no others:

(a) In the event of any disagreement among the parties resulting in adverse claims and demands being made in connection with or against the Deposit, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with such conflicting claims or demands until such disagreement is finally resolved (i) by a final, non-appealable order of a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by the parties that the Escrow Agent has authority (but no obligation) to initiate such proceedings, it being further understood and agreed by the parties that the Escrow Agent also has authority (but no obligation) to deposit the Deposit into said court of competent

jurisdiction in connection with such proceedings), or (ii) by written settlement among the parties. The Escrow Agent shall be discharged of all of its duties and obligations hereunder on any such deposit of the Deposit.

(b) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no other duties or obligations shall be implied against the Escrow Agent. The Escrow Agent shall be under no obligation to refer to any other document between the parties related in any way to this Agreement, unless the Escrow Agent is provided with a copy of such document and consents thereto in writing.

(c) The Escrow Agent shall not be liable to the parties hereto, or any other party by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the Escrow Agent's actual and intentional misconduct.

(d) The Escrow Agent shall be entitled to rely, and shall be protected in acting in reliance, upon any writing furnished to the Escrow Agent by a party hereto, and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper, or other document furnished to the Escrow Agent in connection with its role hereunder.

(e) The parties jointly and severally agree to indemnify, defend, and hold harmless the Escrow Agent against any and all losses, liabilities, costs (including legal fees and expenses), and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between the parties under this Agreement or otherwise incurred by the Escrow Agent in any way on account of its role as escrow agent. Without limiting the generality of the foregoing, the parties shall reimburse the Escrow Agent for the cost of any attorneys' fees incurred in connection with the performance by the Escrow Agent of its duties under this Agreement, whether such attorneys' fees are actually paid out of pocket or are accrued on the Escrow Agent's books and records.

(f) The parties agree that, in the event that a dispute arises regarding this Agreement and/or any actions by the Escrow Agent, the Escrow Agent may continue to represent the Secured Party in connection with the Secured Party's financing arrangements with the Debtor or any of the parties in any other unrelated matter, and each party hereby **WAIVES** any right to object to said representation.

11. Notices. Any notice or other communications required or permitted under or given in connection with this Agreement shall be in writing and shall be addressed as follows:

If to Secured Party:	YA Global Investments, L.P. c/o Yorkville Advisors, LLC 1012 Springfield Avenue Mountainside NJ 07092 Attention: Mr. Jerry Eicke
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Telephone: (201) 985-8300
Email: jeicke@yorkvilleadvisors.com

If to Escrow Agent:

Riemer & Braunstein LLP
Three Center Plaza
Boston, MA 02108-2003
Attention: Douglas K. Clarke, Esq.
Alexander G. Rheume, Esq.
Telephone: (617) 880-3485
(617) 880-3492
Email: dclarke@riemerlaw.com
arheume@riemerlaw.com

If to Purchaser:

Any such notice or other communication shall be deemed given upon the occurrence of any of the following: (a) the first business day following the day sent by United States express mail, postage prepaid, return receipt requested; (b) on the first business day following the day sent by an overnight carrier service that operates on a nationwide basis; (c) on the third business day following the day sent by United States certified mail, postage prepaid, return receipt requested; or (d) on the date delivered by hand to the address above for which a signed receipt is given, whether or not actually received by the person to whom directed. From time to time either signatory may designate another address within the continental United States for purposes of this Agreement by giving the other signatory not less than ten (10) days advance written notice of such change of address in accordance with the provisions of this Section.

12. Waiver. Any term, condition or provision of this Agreement may be waived in writing at any time by the signatory that is entitled to the benefits thereof.

13. Governing Law. The terms and provisions hereof shall be governed by, and construed in accordance with, the substantive laws of the State of New York without regard to conflict of law principles.

14. Binding Agreement. This Agreement shall be binding upon the heirs, executors, administrators, personal and legal representatives, successors and assigns of the signatories hereto; provided, however, the foregoing shall not be deemed or construed to (a) permit the assignment of any of Purchaser's rights or obligations hereunder, or (b) confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto.

15. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation. The

headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

16. Severability. If any clause or provision of this Agreement or any of the agreements to be executed in connection herewith as contemplated by the exhibits hereto are held to be illegal, invalid or unenforceable under any law applicable to the terms hereof or thereof, then the remainder of this Agreement and such other agreements shall not be affected thereby, and in lieu of each such clause or provision that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

17. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each signatory, or that the signature and acknowledgment of all persons required to bind any signatory, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of each of the signatories hereto.

18. No Oral Agreements. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE SIGNATORIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED HEREIN, SUPERSEDES ANY AND ALL PRIOR DISCUSSIONS AND AGREEMENTS (WRITTEN OR ORAL) BETWEEN SECURED PARTY AND PURCHASER WITH RESPECT TO THE TRANSACTION CONTEMPLATED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE SIGNATORIES.

19. Time of the Essence. Time is of the essence in the execution and performance of this Agreement and of each provision hereof.

20. Attorneys' Fees and Expenses. If the Purchaser shall default in the performance of any of the terms and conditions of this Agreement, Secured Party shall be entitled to recover all costs, charges, and expenses of enforcing this Agreement, including attorneys' fees and expenses, paralegal fees, and costs, including, but not limited to, attorneys' and paralegal fees incurred in any trial or appellate proceedings.

21. Rule of Construction. The signatories acknowledge that each signatory and its counsel has reviewed this Agreement, and the signatories hereby agree that normal rules of construction to the effect that any ambiguities are to be resolved against the drafting signatory shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

22. Saturday, Sunday or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation by Purchaser or Secured Party or for the delivery of any document or notice should be on other than a Business Day, the compliance with such obligation or delivery shall be deemed acceptable on the next following Business Day. For purposes of this

Agreement, the term “Business Day” shall mean any day on which banks and federal savings associations in Boston, Massachusetts are required to be open for business.

23. Further Assurances. Secured Party will, whenever and as often as shall be reasonably requested to do so by Purchaser, and Purchaser will, whenever and as often as shall be reasonably requested so to do by Secured Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary to complete the transaction herein contemplated and to carry out the intent and purposes of this Agreement. All costs and expenses incurred by either party (including attorney’s fees and expenses) shall be the sole responsibility of the Purchaser.

24. Amendments. This Agreement shall not be amended except by a writing signed on behalf of the signatory to be charged with such amendment.

25. No Third Party Beneficiaries. No person or entity not a signatory to this Agreement shall have any third party beneficiary claim or other right hereunder or with respect thereto.

26. Exhibits. Each Exhibit referred to in this Agreement is attached hereto and each such Exhibit is hereby incorporated by reference and made a part hereof as if fully set forth herein.

27. Jury Waiver. SECURED PARTY AND PURCHASER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ANY ACTION OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER TO THIS AGREEMENT, THE PURCHASED ASSETS (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SECURED PARTY AND PURCHASER TO ENTER INTO THIS AGREEMENT AND SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

28. No Assignment. Purchaser may not assign this Agreement or any right, liability, or obligation hereunder without the prior written consent of Secured Party, which consent may be withheld by Secured Party in its sole discretion. Any purported assignment in violation of this provision shall be null and void. Any assignment to which Secured Party consents, which consent must be in writing, shall not release Purchaser from any obligation or liability hereunder unless such release is provided in writing signed by Secured Party.

29. Recordation of Agreement. If the Purchaser records or files this Agreement, it shall become ipso facto null and void at the Secured Party’s option, and the Purchaser shall be in

default hereunder and the Purchaser's rights hereunder shall automatically terminate without notice by Secured Party.

30. BINDING NATURE. THIS AGREEMENT SHALL NOT BE BINDING ON THE SIGNATORIES UNLESS AND UNTIL EXECUTED AND DELIVERED BY BOTH PURCHASER AND SECURED PARTY, AND PRIOR TO SUCH TIME, SUBMISSION OF THIS AGREEMENT IS FOR EXAMINATION AND REVIEW AND SHALL NOT BE CONSIDERED AS A BINDING OFFER TO SELL THE PURCHASED ASSETS OR CONSTITUTE A MEETING OF THE MINDS WITH RESPECT TO THE CONTENTS OF THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

EXECUTED UNDER SEAL as of the date first above written.

SECURED PARTY:

YA GLOBAL INVESTMENTS, L.P.

By: _____

Name:

Its:

PURCHASER:

[_____]

By: _____

Name:

Its:

Exhibit "A"

(Purchased Assets)

To a Certain Secured Party's Bill of Sale Dated _____, 2016 By and Between YA Global Investments, L.P. and [_____].

All goods, equipment, inventory, contract rights, general intangibles, trademarks and trademark registrations, patents and patent applications, documents, instruments, chattel paper, accounts and other receivables and rights to payment, and licenses of NEOMEDIA TECHNOLOGIES INC., to the extent that YA Global Investments, L.P. has been granted a security interest in the same, provided, however, that the Debtor's right, title, and interest in and to that certain Settlement and License Agreement dated as of December 31, 2014 by and between the Debtor and Scanbuy, Inc., and all products and proceeds thereof, are specifically excluded.

Exhibit “B”

(Confidentiality Agreement)

Exhibit "C"

(Bill of Sale)