

C. On May 9, 2014, the Court issued an Order appointing Plymouth as Lead Plaintiff, Labaton Sucharow LLP as Lead Counsel, and Cohen Milstein Sellers & Toll PLLC as Liaison Counsel to represent the putative class. Dkt. No. 27.

D. The operative complaint in the Action is the Amended Class Action Complaint, filed on July 28, 2014 (the “Complaint,” Dkt. No. 38). Lead Plaintiff, through Lead Counsel, has conducted a thorough investigation relating to the claims and transactions that are the subject of the Action. This has included reviewing and analyzing: (i) documents filed publicly by the Company with the U.S. Securities and Exchange Commission (“SEC”); (ii) publicly available information, including press releases and news articles; (iii) research reports issued by financial analysts concerning the Company; and (iv) other public statements issued by or concerning the Company and the Defendants. Lead Counsel also consulted with a damages and loss causation expert, contacted more than 100 potential witnesses, and interviewed approximately 40 former employees of InnerWorkings and other persons with knowledge of the matters alleged, such as former officers of the Company’s subsidiary Productions Graphics.

E. The Complaint generally alleges violations of §10(b), and Rule 10b-5 promulgated thereunder, of the Securities Exchange Act of 1934 (“Exchange Act”) by the Defendants and violations of §20(a) by the Individual Defendants.

F. On September 29, 2014, Defendants filed a motion to dismiss the Complaint (Dkt. No. 41), which Lead Plaintiff opposed on November 14, 2014. Dkt. No. 47. On December 19, 2014, Defendants filed a reply brief in further support of their motion to dismiss. Dkt. No. 48. On September 30, 2015, the Court denied in part and granted in part the motion to dismiss. Dkt. No. 69.

G. On October 7, 2015, the Court held a Status Hearing and stayed all pending deadlines and formal discovery, including deadlines to file an answer or other responsive pleading or an Amended Complaint, in order to enable the parties to engage in private mediation to explore the possibility of a negotiated resolution. The Court permitted the parties to conduct limited informal discovery, including the production of core documents by Defendants. Dkt. No. 71.

H. Defendants and Lead Plaintiff engaged Robert A. Meyer, a well-respected and highly experienced mediator, to assist them in exploring a potential resolution of the claims in the Action. On January 5, 2016, the parties met with Mr. Meyer in an attempt to reach a settlement. They were unable to reach an agreement. However, following the mediation, Mr. Meyer continued his efforts to facilitate discussions among the parties.

I. On January 20, 2016, Defendants moved to stay the proceedings or bifurcate discovery in the Action pending resolution of civil and criminal proceedings in France initiated by InnerWorkings in which it alleges that InnerWorkings was the victim of fraud perpetrated by the former President of InnerWorkings' French subsidiary, who was a source for allegations pled in the Complaint. Dkt. No. 79. Lead Plaintiff opposed the motion on February 10, 2016. Dkt. No. 82. Defendants filed a reply brief on February 19, 2016. Dkt. No. 83. On February 25, 2016, the Court denied the Defendants' motion to stay but granted the request to bifurcate discovery, allowing only discovery related to certain class certification issues to proceed in advance of merits discovery. Dkt. No. 85.

J. As a result of the parties' ongoing discussions concerning settlement, facilitated by Mr. Meyer, Defendants and Lead Plaintiff ultimately reached an agreement-in-principle to settle the Action on March 18, 2016.

K. This Stipulation, whether or not consummated, any proceedings relating to any settlement, or any of the terms of any settlement, whether or not consummated, shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Defendants, or any of them, with respect to any fact or matter alleged in the Action, or any claim of fault or liability or wrongdoing or damage whatsoever, or any infirmity in any claim or defense that has been or could have been asserted. Defendants are entering into this Settlement solely to eliminate the burden, expense, uncertainty, and distraction of further litigation.

L. Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Defendants have denied and continue to deny each and every one of the claims alleged by Lead Plaintiff in the Action on behalf of the Settlement Class, including all claims in the Complaint.

M. Lead Plaintiff believes that the claims asserted in the Action have merit and that the information developed to date supports the claims asserted. However, Lead Plaintiff and Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals. Lead Plaintiff and Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. Lead Counsel also are mindful of the inherent problems of proof and the possible defenses to the claims alleged in the Action. Based on their evaluation, Lead Plaintiff and Lead Counsel believe that the Settlement set forth in this Stipulation confers substantial monetary benefits upon the Settlement Class and is in the best interests of Lead Plaintiff and the Settlement Class.

NOW THEREFORE, without any concession by Lead Plaintiff that the Action lacks merit, and without any concession by the Defendants of any liability or wrongdoing or lack of merit in their defenses, it is hereby **STIPULATED AND AGREED**, by and among the parties to this Stipulation (“Parties”), through their respective attorneys, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties hereto, all Released Claims and all Released Defendants’ Claims, as against all Released Parties, shall be fully, finally, and forever compromised, settled, released, discharged, and dismissed with prejudice, and without costs, upon and subject to the following terms and conditions:

DEFINITIONS

1. As used in this Stipulation, the following terms shall have the meanings set forth below. In the event of any inconsistency between any definition set forth below and any definition in any other document related to the Settlement, the definition set forth below shall control.

(a) “Action” means the civil action captioned *Van Noppen, et al. v. InnerWorkings, et al.*, No. 1:14-cv-01416, pending in the United States District Court for the Northern District of Illinois before the Honorable John Robert Blakey.

(b) “Alternative Judgment” means a form of final judgment that may be entered by the Court but in a form other than the form of Judgment provided for in this Stipulation and where none of the Parties hereto elects to terminate this Settlement by reason of such variance.

(c) “Authorized Claimant” means a Settlement Class Member who submits a valid Proof of Claim and Release form to the Claims Administrator that is accepted for payment by the Court.

(d) “Claims Administrator” means the firm to be retained by Lead Counsel, subject to Court approval, to provide all notices approved by the Court to Settlement Class Members, to process proofs of claim, and to administer the Settlement.

(e) “Class Period” means the period from February 15, 2012 through November 6, 2013, inclusive.

(f) “Defendants” means InnerWorkings, Inc., Eric D. Belcher, and Joseph M. Busky.

(g) “Defendants’ Counsel” means the law firm of Jenner & Block LLP.

(h) “Distribution Order” means an order of the Court approving the Claims Administrator’s determinations concerning the acceptance and rejection of the claims submitted and approving any fees and expenses not previously paid, including the fees and expenses of the Claims Administrator, and, if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

(i) “Effective Date” means the date upon which the Settlement shall have become effective, as set forth in ¶ 38 below.

(j) “Escrow Account” means the separate escrow account at Citibank, N.A., a national banking institution, established to receive the Settlement Amount for the benefit of the Settlement Class pursuant to this Stipulation and subject to the jurisdiction of the Court.

(k) “Escrow Agent” means Citibank, N.A.

(l) “Fee and Expense Application” means Lead Counsel’s application, on behalf of plaintiffs’ counsel, for an award of attorneys’ fees and payment of litigation expenses incurred in prosecuting the case, including any expenses pursuant to 15 U.S.C. § 78u-4(a)(4) of the Private Securities Litigation Reform Act of 1995 (“PSLRA”).

(m) “Final,” with respect to a court order, means the later of: (i) if there is an appeal from a court order, the date of final affirmance on appeal and the expiration of the time for any further judicial review whether by appeal, reconsideration or a petition for a *writ of certiorari* and, if *certiorari* is granted, the date of final affirmance of the order following review pursuant to the grant; or (ii) the date of final dismissal of any appeal from the order or the final dismissal of any proceeding on *certiorari* to review the order; or (iii) the expiration of the time for the filing or noticing of any appeal or petition for *certiorari* from the order (or, if the date for taking an appeal or seeking review of the order shall be extended beyond this time by order of the issuing court, by operation of law or otherwise, or if such extension is requested, the date of expiration of any extension if any appeal or review is not sought), without any such filing or noticing being made. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation of the Net Settlement Fund, or to the Court’s award of attorneys’ fees or expenses, shall not in any way delay or affect the time set forth above for the Judgment or Alternative Judgment to become Final or otherwise preclude the Judgment or Alternative Judgment from becoming Final.

(n) “Individual Defendants” means Eric D. Belcher and Joseph M. Busky.

(o) “Judgment” means the proposed judgment to be entered by the Court approving the Settlement, substantially in the form attached hereto as Exhibit B.

(p) “Lead Counsel” means Labaton Sucharow LLP.

(q) “Lead Plaintiff” means Plymouth County Retirement System.

(r) “Local Counsel” means Cohen Milstein Sellers & Toll PLLC.

(s) “Mediator” means Robert A. Meyer.

(t) “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded attorneys’ fees and expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any other fees or expenses approved by the Court.

(u) “Notice” means the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses to be sent to Settlement Class Members, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit 1 to Exhibit A hereto.

(v) “Notice and Administration Expenses” means all costs, fees, and expenses incurred in connection with providing notice to the Settlement Class and the administration of the Settlement, including but not limited to: (i) providing notice of the proposed Settlement by mail, publication, and other means to Settlement Class Members; (ii) receiving and reviewing claims; (iii) applying the Plan of Allocation; (iv) communicating with Persons regarding the proposed Settlement and claims administration process; (v) distributing the proceeds of the Settlement; and (vi) fees related to the Escrow Account and investment of the Settlement Fund.

(w) “Person(s)” means any individual, corporation (including all divisions and subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

(x) “Plan of Allocation” means the proposed Plan of Allocation of Net Settlement Fund, which, subject to the approval of the Court, shall be substantially in the form described in the Notice.

(y) “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A.

(z) “Proof of Claim” or “Claim Form” means the Proof of Claim and Release form for submitting a claim, which, subject to approval of the Court, shall be substantially in the form attached as Exhibit 2 to Exhibit A hereto.

(aa) “Released Claims” means any and all claims and causes of action of every nature and description, including both known claims and Unknown Claims (defined below), whether arising under federal, state, common or foreign law, or any other law, whether class or individual in nature, that Lead Plaintiff or any other Settlement Class Member (i) asserted in the Action; or (ii) could have asserted in the Action, or any other action, or in any forum, that arise from both (a) the purchase of InnerWorkings’ publicly traded common stock and/or call options and/or the sale of InnerWorkings’ put options by the Settlement Class Member during the Class Period and (b) the facts, matters, allegations, transactions, events, disclosures, representations, statements, acts, or omissions or failures to act that were alleged or that could have been alleged in the Action against the Released Defendant Parties. For the avoidance of doubt, Released Claims do not include (i) claims relating to the enforcement of the Settlement; or (ii) potential claims on behalf of the Company contained in the December 2014 derivative demand letter that the Company received from Tom Turberg.

(bb) “Released Defendant Parties” means Defendants, Defendants’ Counsel, and each of their respective past or present subsidiaries (including, without limitation Productions Graphics), parents, affiliates, principals, successors and predecessors, assigns,

officers, directors, shareholders, trustees, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers; the spouses, members of the immediate families, representatives, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their immediate family members; any firm, trust, corporation, or entity in which any Defendant has a controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of Defendants.

(cc) “Released Defendants’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, or any other law, that Defendants could have asserted against any of the Released Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement. For the avoidance of doubt, Released Defendants’ Claims do not include any claims Released Defendant Parties may have against Christophe Delaune and/or Jean-Philippe Calzolari, and each of their respective past or present affiliates, agents, successors, assigns, insurers, general or limited partners or partnerships, limited liability companies, trustees, administrators, spouses, members of their immediate families, representatives, and heirs.

(dd) “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

(ee) “Released Plaintiff Parties” means each and every Settlement Class Member, Lead Plaintiff, Lead Counsel, Local Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, affiliates, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries,

general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Settlement Class. For the avoidance of doubt, Released Plaintiff Parties do not include Christophe Delaune and Jean-Philippe Calzolari, and each of their respective past or present affiliates, agents, successors, assigns, insurers, general or limited partners or partnerships, limited liability companies, trustees, administrators, spouses, members of their immediate families, representatives, and heirs.

(ff) “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

(gg) “Settlement Amount” means the total principal amount of six million and twenty-five thousand U.S. dollars (\$6,025,000) in cash.

(hh) “Settlement Class” or “Settlement Class Member” means all persons and entities that purchased the publicly traded common stock and/or call options, and/or sold the put options, of InnerWorkings, Inc. during the period from February 15, 2012 through November 6, 2013, inclusive, and who were allegedly damaged thereby. Excluded from the Settlement Class are: (i) the Defendants; (ii) the officers and directors of the Company during the Class Period; (iii) members of the immediate families of the Individual Defendants and the officers and directors of the Company during the Class Period; (iv) Productions Graphics and its officers and directors during the Class Period; (v) any entity in which any Defendant has or had a controlling interest, including but not limited to Productions Graphics; and (vi) the legal representatives, heirs, successors, assigns, and affiliates of any such excluded party. Also excluded from the

Settlement Class will be any Person that timely and validly seeks exclusion from the Settlement Class.

(ii) “Settlement Fund” means the Settlement Amount and any interest earned thereon.

(jj) “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and should be approved.

(kk) “Stipulation” means this Stipulation and Agreement of Settlement.

(ll) “Summary Notice” means the Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses for publication, which, subject to approval of the Court, shall be substantially in the form attached as Exhibit 3 to Exhibit A hereto.

(mm) “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants).

(nn) “Unknown Claims” means any and all Released Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ 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 Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the

Settlement Class. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Lead Plaintiff, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants' Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and Defendants acknowledge, and other 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 Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

SCOPE AND EFFECT OF SETTLEMENT

2. The obligations incurred pursuant to this Stipulation are (a) subject to approval by the Court and the Judgment, or Alternative Judgment, reflecting such approval becoming Final; and (b) in full and final disposition of the Action with respect to the Released Parties and any and all Released Claims and Released Defendants' Claims.

3. For purposes of this Settlement only, the Parties agree to: (i) certification of the Action as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the Settlement Class as defined in ¶ 1(hh); (ii) the appointment of Lead Plaintiff as Class Representative for the Settlement Class; and (iii) the appointment of Lead Counsel as Class Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g).

4. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Lead Plaintiff and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendant Parties.

5. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Defendants, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever

be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

THE SETTLEMENT CONSIDERATION

6. In full settlement of the claims asserted in the Action against Defendants and in consideration of the releases specified in ¶¶ 4-5, above, all of which the Parties agree are good and valuable consideration, Defendants shall pay, or cause their insurers to pay, the Settlement Amount into the Escrow Account within fifteen (15) business days after both (i) entry of the Preliminary Approval Order and (ii) Lead Counsel provides to Elizabeth Coleman of Jenner & Block LLP information necessary to effectuate a transfer of funds to the Escrow Account, including but not limited to, wire transfer instructions, payment address, and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number. No part of the Settlement Amount paid by Defendants or their insurers shall constitute, nor shall it be construed or treated as constituting, a payment for multiple damages, fines, penalties, forfeitures or punitive recoveries.

7. With the sole exception of Defendants' obligation to secure payment of the Settlement Amount into the Escrow Account as provided for in ¶ 6 and InnerWorkings' obligation pursuant to ¶ 36, Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with

the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

8. Other than the obligation of Defendants to cause the payment of the Settlement Amount pursuant to ¶ 6, Defendants shall have no obligation to make any other payments into the Escrow Account or to any Settlement Class Member pursuant to this Stipulation.

USE AND TAX TREATMENT OF SETTLEMENT FUND

9. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay Notice and Administration Expenses; (iii) to pay any attorneys' fees and expenses awarded by the Court; (iv) to pay any costs and expenses allowed by the PSLRA and awarded to Lead Plaintiff by the Court; (v) to pay any other fees and expenses awarded by the Court; and (vi) to pay the claims of Authorized Claimants.

10. The Net Settlement Fund shall be distributed to Authorized Claimants as provided in ¶¶ 22-34 hereof. The Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held in the Escrow Account, and all earnings thereon, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall have been disbursed or returned, pursuant to the terms of this Stipulation, and/or further order of the Court. The Escrow Agent shall invest funds in the Escrow Account in instruments backed by the full faith and credit of the United States Government (or a mutual fund invested solely in such instruments), or deposit some or all of the funds in non-interest-bearing transaction account(s) that are fully insured by the Federal Deposit Insurance Corporation ("FDIC") in amounts that are up to the limit of FDIC insurance. Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

11. After the Settlement Amount has been paid into the Escrow Account, the Parties agree to treat the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. All provisions of this Stipulation shall be interpreted in a manner that is consistent with the Settlement Amount being a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1. In addition, Lead Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph 11, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Lead Counsel to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter take all such actions as may be necessary or appropriate to cause the appropriate filing(s) to timely occur. Consistent with the foregoing:

(a) For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be Lead Counsel or its successors, who shall timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be consistent with this subparagraph and in all events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Escrow Account shall be paid out of such funds as provided in subparagraph (c) of this paragraph 11.

(b) All Taxes shall be paid out of the Settlement Fund. In all events, Defendants and Defendants' Counsel shall have no liability or responsibility whatsoever for the Taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority. The Defendants shall have no liability or responsibility for the Taxes of the Escrow Account with respect to the Settlement Amount nor the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority. In the event any Taxes are owed by any of the Defendants on any earnings on the funds on deposit in the Escrow Account, such amounts shall also be paid out of the Settlement Fund.

(c) Taxes with respect to the Settlement Amount and the Escrow Account shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by Lead Counsel out of the Settlement Fund without prior order from the Court or approval by Defendants. Lead Counsel shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties agree to cooperate with Lead Counsel, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph 11.

12. This is not a claims-made settlement. As of the Effective Date, Defendants, and/or any other Person funding the Settlement on a Defendant's behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason.

ATTORNEYS' FEES AND EXPENSES

13. Lead Counsel, on behalf of plaintiffs' counsel, will apply to the Court for an award from the Settlement Fund of attorneys' fees and payment of litigation expenses incurred in prosecuting the Action, including any earnings on such amounts at the same rate and for the

same periods as earned by the Settlement Fund. Defendants shall take no position with respect to any Fee and Expense Application that does not exceed a request for an award in excess of 30% of the Settlement Fund.

14. The amount of attorneys' fees and expenses awarded by the Court is within the sole discretion of the Court. Any attorneys' fees and expenses awarded by the Court shall be paid from the Settlement Fund to Lead Counsel immediately after entry of the Order awarding such attorneys' fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Fee and Expense Application, the Settlement, or any part thereof. Lead Counsel shall allocate any Court-awarded attorneys' fees and expenses among plaintiffs' counsel.

15. Any payment of attorneys' fees and expenses pursuant to ¶¶ 13-14 above shall be subject to Lead Counsel's obligation to make refunds or repayments to the Settlement Fund of any paid amounts, plus accrued earnings at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or fails to become effective for any reason, or if, as a result of any appeal or further proceedings on remand or successful collateral attack, the award of attorneys' fees and/or expenses is reduced or reversed by Final non-appealable court order. Lead Counsel shall make the appropriate refund or repayment in full no later than fifteen (15) business days after receiving notice of the termination of the Settlement pursuant to this Stipulation, notice from a court of appropriate jurisdiction of the disapproval of the Settlement by Final non-appealable court order, or notice of any reduction or reversal of the award of attorneys' fees and/or expenses by Final non-appealable court order.

16. With the sole exception of Defendants' obligation to pay the Settlement Amount into the Escrow Account as provided for in ¶ 6, Defendants shall have no responsibility for, and

no liability whatsoever with respect to, any payment whatsoever to plaintiffs' counsel in the Action that may occur at any time.

17. Defendants shall have no responsibility for, and no liability whatsoever with respect to, any allocation of any attorneys' fees or expenses among plaintiffs' counsel in the Action, or to any other Person who may assert some claim thereto, or any fee or expense awards the Court may make in the Action.

18. Defendants shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of Settlement Class Members, whether or not paid from the Escrow Account. The Settlement Fund will be the sole source of payment from Defendants for any award of attorneys' fees and expenses ordered by the Court.

19. The procedure for and the allowance or disallowance by the Court of any Fee and Expense Application are not part of the Settlement set forth in this Stipulation, and are separate from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or proceeding relating to any Fee and Expense Application, including an award of attorneys' fees or expenses in an amount less than the amount requested by Lead Counsel, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment or Alternative Judgment approving the Stipulation and the Settlement set forth herein, including, but not limited to, the release, discharge, and relinquishment of the Released Claims against the Released Defendant Parties, or any other orders entered pursuant to the Stipulation. Lead Plaintiff and Lead Counsel may not cancel or

terminate the Stipulation or the Settlement in accordance with ¶ 39 or otherwise based on the Court's or any appellate court's ruling with respect to fees and expenses in the Action.

NOTICE AND ADMINISTRATION EXPENSES

20. Except as otherwise provided herein, the Net Settlement Fund shall be held in the Escrow Account until the Effective Date.

21. Prior to the Effective Date, without further approval from Defendants or further order of the Court, Lead Counsel may expend up to \$150,000 from the Settlement Fund to pay Notice and Administration Expenses actually incurred. Additional sums for this purpose prior to the Effective Date may be paid from the Settlement Fund upon agreement of the Parties or order of the Court. Taxes and fees related to the Escrow Account and investment of the Settlement Fund may be paid as incurred, without further approval of Defendants or further order of the Court. After the Effective Date, without approval of Defendants or further order of the Court, Notice and Administration Expenses may be paid as incurred. Defendants shall be responsible for providing any required notice under the Class Action Fairness Act of 2005, if any, at their own expense.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

22. Lead Counsel will apply to the Court for a Distribution Order, on notice to Defendants' Counsel, approving the Claims Administrator's determinations concerning the acceptance and rejection of the claims submitted herein, and, if the Effective Date has occurred, directing the payment of the Net Settlement Fund to Authorized Claimants.

23. The Claims Administrator shall administer the Settlement under Lead Counsel's supervision in accordance with the terms of this Stipulation and subject to the jurisdiction of the Court. Defendants and Defendants' Counsel shall have no responsibility for (except as stated in ¶¶ 6 and 36 hereof), interest in, or liability whatsoever with respect to the administration of the

Settlement or the actions or decisions of the Claims Administrator, and shall have no liability to the Settlement Class in connection with such administration.

24. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Loss, as defined in the Plan of Allocation included in the Notice, or in such other plan of allocation as the Court may approve.

25. Defendants have no role in the development of, and will take no position with respect to, the Plan of Allocation. The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Plan of Allocation is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with ¶ 39 or otherwise based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of allocation in the Action. Defendants and Defendants' Counsel shall have no responsibility or liability for reviewing or challenging claims, the allocation of the Net Settlement Fund, or the distribution of the Net Settlement Fund.

26. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, if any, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Any balance that still remains in the Net Settlement Fund after

re-distribution(s), which is not feasible or economical to reallocate, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, if any, shall be contributed to Legal Aid Society of Metropolitan Family Services, a non-sectarian, not-for-profit charitable organization serving the public interest.

ADMINISTRATION OF THE SETTLEMENT

27. Any Settlement Class Member who fails timely to submit a valid Proof of Claim (substantially in the form of Exhibit 2 to Exhibit A) will not be entitled to receive any of the proceeds from the Net Settlement Fund, except as otherwise ordered by the Court, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the Action and all releases provided for herein, and will be barred from bringing any action against the Released Defendant Parties concerning the Released Claims.

28. Lead Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Lead Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim submitted. Defendants and Defendants' Counsel shall have no liability, obligation or responsibility for the administration of the Settlement, the allocation of the Net Settlement Fund, or the reviewing or challenging claims. Lead Counsel shall be solely responsible for designating the Claims Administrator, subject to approval by the Court.

29. For purposes of determining the extent, if any, to which a claimant shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each claimant shall be required to submit a Proof of Claim, substantially in the form attached hereto as Exhibit 2 to Exhibit A, supported by such documents as are

designated therein, including proof of the claimant's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

(b) All Proofs of Claim must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice, unless such deadline is extended by Lead Counsel in its discretion or by Order of the Court. Any Settlement Class Member who fails to submit a Proof of Claim by such date shall be barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless, by Order of the Court or the discretion of Lead Counsel, late-filed Proofs of Claim are accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment and all releases provided for herein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Released Defendant Party. Provided that it is received before the motion for the Distribution Order is filed, a Proof of Claim shall be deemed to be submitted when mailed, if received with a postmark on the envelope and if mailed by first-class or overnight U.S. Mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine in accordance with this Stipulation the extent, if any, to which each claim shall be allowed, subject to review by the Court;

(d) Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall communicate with the claimant in writing to give the claimant the chance to remedy any curable

deficiencies in the Proof of Claim submitted. The Claims Administrator, under supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of subparagraph (e) below;

(e) If any claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the notice required in subparagraph (d) above, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court; and

(f) The determinations of the Claims Administrator accepting or rejecting disputed claims shall be presented to the Court, on notice to Defendants' Counsel, for approval by the Court in the Distribution Order.

30. Each claimant who submits a Proof of Claim shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, including but not limited to, all releases provided for herein and in the Judgment or Alternative Judgment, 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 the claimant's status as a Settlement Class Member and the validity and amount of the claimant's claim. In connection with

processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement.

31. Payment pursuant to the Distribution Order shall be deemed final and conclusive against any and all claimants. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions 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 Judgment or Alternative Judgment to be entered in the Action and the releases provided for herein and therein, and will be barred from bringing any action against the Released Defendant Parties concerning the Released Claims.

32. All proceedings with respect to the administration, processing and determination of claims described by this Stipulation and the determination of 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 the Court, but shall not in any event delay or affect the finality of the Judgment or Alternative Judgment.

33. No Person shall have any claim of any kind against the Released Defendant Parties or Defendants' Counsel with respect to the matters set forth in this section (*i.e.*, ¶¶ 27-34) or any of its subsections, or otherwise related in any way to the administration of the Settlement, including without limitation the processing of claims and distributions.

34. No Person shall have any claim against Lead Plaintiff, Lead Counsel, or the Claims Administrator, or other agent designated by Lead Counsel, based on the distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

TERMS OF THE PRELIMINARY APPROVAL ORDER

35. Concurrently with their application for preliminary approval by the Court of the Settlement contemplated by this Stipulation and promptly upon execution of this Stipulation, and no later than five (5) business days after the execution of the Stipulation, Lead Counsel and Defendants' Counsel shall jointly apply to the Court for entry of the Preliminary Approval Order, which shall be substantially in the form annexed hereto as Exhibit A. The Preliminary Approval Order will, *inter alia*, preliminarily approve the Settlement, set the date for the Settlement Hearing, approve the form of notice, and prescribe the method for giving notice of the Settlement to the Settlement Class.

36. InnerWorkings shall provide, or cause to be provided, to Lead Counsel or the Claims Administrator, at no cost to Lead Plaintiff or the Settlement Class, within five (5) business days of entry of the Preliminary Approval Order, transfer records in electronic searchable form, such as Excel, containing the names and addresses of Persons who purchased or acquired the common stock of InnerWorkings during the Class Period.

TERMS OF THE JUDGMENT

37. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall jointly request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit B.

EFFECTIVE DATE OF SETTLEMENT

38. The Effective Date of this Settlement shall be the first business day on which all of the following shall have occurred or been waived:

- (a) entry of the Preliminary Approval Order, which shall be in all material respects substantially in the form set forth in Exhibit A annexed hereto;
- (b) payment of the Settlement Amount into the Escrow Account;

(c) approval by the Court of the Settlement, following notice to the Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(d) a Judgment, which shall be in all material respects substantially in the form set forth in Exhibit B annexed hereto, has been entered by the Court and has become Final; or in the event that an Alternative Judgment has been entered, the Alternative Judgment has become Final.

WAIVER OR TERMINATION

39. Defendants and Lead Plaintiff shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”), through counsel, to all other Parties hereto within fourteen (14) calendar days of: (i) the Court’s Final refusal to enter the Preliminary Approval Order in any material respect; (ii) the Court’s Final refusal to approve this Stipulation or any material part of it; (iii) the Court’s Final refusal to enter (a) the Judgment in any material respect or (b) an Alternative Judgment; or (iv) the date upon which the Judgment or Alternative Judgment is modified or reversed in any material respect by a Final order of the Court, the United States Court of Appeals, or the Supreme Court of the United States. For the avoidance of doubt, Lead Plaintiff shall not have the right to terminate the Settlement due to any decision, ruling, or order respecting the Fee and Expense Application or any plan of allocation.

40. In addition to the foregoing, Defendants shall also have the right to withdraw from the Settlement in the event the Termination Threshold (defined below) has been reached.

(a) Simultaneously herewith, Defendants’ Counsel and Lead Counsel are executing a confidential Supplemental Agreement Regarding Requests for Exclusion (“Supplemental Agreement”). The Supplemental Agreement sets forth certain conditions under

which InnerWorkings shall have the sole option to terminate the Settlement and render this Stipulation null and void in the event that requests for exclusion from the Settlement Class exceed certain agreed-upon criteria (the “Termination Threshold”). The Parties agree to maintain the confidentiality of the Supplemental Agreement, which shall not be filed with the Court unless a dispute arises as to its terms, or as otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless ordered by the Court. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the Court, the Parties will undertake to have the Termination Threshold submitted to the Court *in camera* or under seal. In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null and void and of no further force and effect, with the exception of the provisions of ¶¶ 45-47 which shall continue to apply.

41. The Preliminary Approval Order, attached hereto as Exhibit A, shall provide that requests for exclusion shall be received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Upon receiving any request for exclusion pursuant to the Notice, Lead Counsel shall promptly, and certainly no later than five (5) calendar days after receiving a request for exclusion or fifteen (15) calendar days prior to the Settlement Hearing, whichever is earlier, notify Defendants’ Counsel of such request for exclusion and provide copies of such request for exclusion and any documentation accompanying it by email.

42. In addition to all of the rights and remedies that Lead Plaintiff has under the terms of this Stipulation, Lead Plaintiff shall also have the right to terminate the Settlement in the event that the Settlement Amount has not been paid in the time period provided for in ¶ 6 above, by providing written notice of the election to terminate to all other Parties and, thereafter, there is a failure to pay the Settlement Amount within fourteen (14) calendar days of such written notice.

43. If, before the Settlement become Final, any Defendant files for protection under the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is appointed under Bankruptcy, or any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money or any portion thereof to the Settlement Fund by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Lead Plaintiff, the Parties shall jointly move the Court to vacate and set aside the release given and the Judgment or Alternative Judgment entered in favor of that Defendant and that Defendant and Lead Plaintiff and the members of the Settlement Class shall be restored to their litigation positions immediately prior to March 18, 2016. All releases and the Judgment or Alternative Judgment as to other Defendants shall remain unaffected.

(a) Defendants each warrant, as to themselves and the payments made on their respective behalves, that, at the time of such payment, each will not be insolvent, nor will payment render each insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including Sections 101 and 547 thereof.

44. If an option to withdraw from and terminate this Stipulation and Settlement arises under any of ¶¶ 39-43 above: (i) neither Defendants nor Lead Plaintiff (as the case may be) will be required for any reason or under any circumstance to exercise that option; and (ii) any exercise of that option shall be made in good faith, but in the sole and unfettered discretion of Defendants or Lead Plaintiff, as applicable.

45. With the exception of the provisions of ¶¶ 45-47 which shall continue to apply, in the event the Settlement is terminated as set forth herein or cannot become effective for any

reason, then the Settlement shall be without prejudice, and none of its terms shall be effective or enforceable except as specifically provided herein; the Parties shall be deemed to have reverted to their respective litigation positions in the Action immediately prior to March 18, 2016; and, except as specifically provided herein, the Parties shall proceed in all respects as if this Stipulation and any related order had not been entered. In such event, this Stipulation, and any aspect of the discussions or negotiations leading to this Stipulation shall not be admissible in this Action and shall not be used against or to the prejudice of Defendants or against or to the prejudice of Lead Plaintiff, in any court filing, deposition, at trial, or otherwise.

46. In the event the Settlement is terminated or fails to become effective for any reason, any portion of the Settlement Amount previously paid, together with any earnings thereon, less any Taxes paid or due, less Notice and Administration Expenses actually incurred and paid or payable from the Settlement Amount, shall be returned to the Person(s) that made the deposit(s) within fifteen (15) business days after written notification of such event in accordance with instructions provided by Defendants' Counsel to Lead Counsel. At the request of Defendants' Counsel, the Escrow Agent or its designees shall apply for any tax refund owed on the amounts in the Escrow Account and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to the Person(s) that made the deposits or as otherwise directed.

NO ADMISSION

47. Except as set forth in ¶ 48 below, this Stipulation, whether or not consummated, and whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or

received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any allegation by Lead Plaintiff and the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to the Released Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any person or entity whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Lead Plaintiff, or any other member of the Settlement Class as evidence of any infirmity in the claims of Lead Plaintiff, or the other members of the Settlement Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of Defendants, Lead Plaintiff, any other member of the Settlement Class, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants, Lead Plaintiff, other members of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(d) do not constitute, and shall not be construed against Defendants, Lead Plaintiff, or any other member of the Settlement Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Lead Plaintiff, or any other member of the Settlement Class that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

48. Notwithstanding ¶ 47 above, the Parties, and their respective counsel, may file this Stipulation and/or the Judgment or Alternative Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection granted them under any applicable insurance policy. The Parties may file this Stipulation and/or the Judgment or Alternative Judgment in any action that may be brought to enforce the terms of this Stipulation and/or the Judgment or Alternative Judgment. All Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

MISCELLANEOUS PROVISIONS

49. All of the exhibits to the Stipulation, except any plan of allocation to the extent incorporated in those exhibits, and the Supplemental Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

50. The Parties intend the Settlement to be the full, final, and complete resolution of all claims asserted or that could have been asserted by the Parties with respect to the Released

Claims and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any forum that the Action was brought, prosecuted, or defended in bad faith or without a reasonable basis. The Parties and their respective counsel agree that each has complied fully with Rule 11 of the Federal Rules of Civil Procedure in connection with the maintenance, prosecution, defense, and settlement of the Action and shall not make any application for sanctions, pursuant to Rule 11 or other court rule or statute, with respect to any claim or defense in this Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties and their respective counsel and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

51. This Stipulation, along with its exhibits and the Supplemental Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by counsel for the Parties hereto, or their successors, that are materially and adversely affected by the modification, amendment, or waiver.

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

53. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and any expenses, and implementing and enforcing the terms of this Stipulation.

54. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

55. This Stipulation, its exhibits, and the Supplemental Agreement constitute the entire agreement among the Parties concerning the Settlement as against the Defendants, and no representation, warranty, or inducement has been made by any Party concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

56. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

57. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

58. All designations and agreements made, or orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation.

59. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signatures sent by facsimile or via e-mail in pdf format shall be deemed originals.

60. This Stipulation shall be binding when signed, but the Settlement shall be effective upon the entry of the Judgment or Alternative Judgment and the payment in full of the Settlement Amount, subject only to the condition that the Effective Date will have occurred.

61. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

62. The construction, interpretation, operation, effect, and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the laws of the State of Illinois without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

63. This Stipulation shall not be construed more strictly against one 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 Parties, it being recognized that it is the result of arm's-length negotiations among the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

64. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement document, warrant and represent that they have the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

65. The Parties and their respective counsel agree to cooperate fully with one another in promptly applying for preliminary approval by the Court of the Settlement and for the scheduling of a hearing for consideration of Final approval of the Settlement and Lead Counsel's Fee and Expense Application, and to agree promptly upon and execute all such other documentation as reasonably may be required to obtain Final approval by the Court of the Settlement.

66. If any disputes arise out of the finalization of the settlement documentation or the Settlement itself prior to joint submission to the Court of the application for preliminary approval of the Settlement as set forth in ¶ 35 above, those disputes will be resolved by the Mediator first by way of expedited telephonic mediation and, if unsuccessful, then by the Court.

67. Except as otherwise provided herein, each Party shall bear its own costs.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of May 11, 2016.

LABATON SUCHAROW LLP

By: 

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Attorneys for Defendants

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of May 11, 2016.

LABATON SUCHAROW LLP

By: _____

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Exhibit A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PETER IKAI VAN NOPPEN, Individually and On Behalf of All Others Similarly Situated,)	
)	
	)	Case No. 1:14-cv-01416
)	
Plaintiff,	)	Hon. John Robert Blakey
)	
vs.)	
)	
INNERWORKINGS, INC., ERIC D. BELCHER, and JOSEPH M. BUSKY,	)	CLASS ACTION
)	
Defendants.)	
)	

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, APPROVING FORM AND MANNER OF NOTICE, AND SETTING
DATE FOR HEARING ON FINAL APPROVAL OF SETTLEMENT**

WHEREAS, as of May 11, 2016, Lead Plaintiff Plymouth County Retirement System (“Plymouth” or “Lead Plaintiff”), on behalf of itself and the Settlement Class, on the one hand, and InnerWorkings, Inc. (“InnerWorkings” or the “Company”), Eric D. Belcher and Joseph M. Busky (the “Individual Defendants” and, collectively with InnerWorkings, the “Defendants”), on the other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the above-titled litigation (the “Action”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed settlement of the Action and the claims alleged in the Amended Class Action Complaint filed on July 28, 2014 (the “Complaint,” Dkt. No. 38) on the merits and with prejudice (the “Settlement”); and

WHEREAS, the Court has reviewed and considered the Stipulation and the accompanying exhibits; and

WHEREAS, the Parties to the Stipulation have consented to the entry of this order; and

WHEREAS, all capitalized terms used in this order that are not otherwise defined herein have the meanings defined in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED, this _____ day of _____, 2016 that:

1. The Court has reviewed the Stipulation and preliminarily finds the Settlement set forth therein to be fair, reasonable and adequate to all shareholders, subject to further consideration at the Settlement Hearing described below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court hereby certifies, for the purposes of the Settlement only, the Settlement Class of: all persons and entities that purchased the publicly traded common stock and/or call options, and/or sold the put options, of InnerWorkings, Inc. during the period from February 15, 2012 through November 6, 2013, inclusive, and who were allegedly damaged thereby. Excluded from the Settlement Class are: (i) the Defendants; (ii) the officers and directors of the Company during the Class Period; (iii) members of the immediate families of the Individual Defendants and the officers and directors of the Company during the Class Period; (iv) Productions Graphics and its officers and directors during the Class Period; (v) any entity in which any Defendant has or had a controlling interest, including but not limited to Productions Graphics; and (vi) the legal representatives, heirs, successors, assigns, and affiliates of any such excluded party. Also excluded from the Settlement Class are any Settlement Class Members who properly exclude

themselves by submitting a valid and timely request for exclusion in accordance with the requirements set forth below and in the Notice.

3. The Court finds and concludes that the prerequisites of class action certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedures have been satisfied for the Settlement Class defined herein and for the purposes of the Settlement only, in that:

- (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members is impracticable;
- (b) there are questions of law and fact common to the Settlement Class Members;
- (c) the claims of Lead Plaintiff are typical of the Settlement Class's claims;
- (d) Lead Plaintiff and Lead Counsel have fairly and adequately represented and protected the interests of the Settlement Class;
- (e) the questions of law and fact common to Settlement Class Members predominate over any individual questions; and
- (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering that the claims of Settlement Class Members in the Action are substantially similar and would, if tried, involve substantially identical proofs and may therefore be efficiently litigated and resolved on an aggregate basis as a class action; the amounts of the claims of many of the Settlement Class Members are too small to justify the expense of individual actions; and it does not appear that there is significant interest among Settlement Class Members in individually controlling the litigation of their claims.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Plymouth County Retirement System is certified as Class Representative for the Settlement Class. The law firm of Labaton Sucharow LLP is appointed Class Counsel for the Settlement Class and Cohen Milstein Sellers & Toll PLLC is appointed as Local Counsel for the Settlement Class.

5. A hearing (the “Settlement Hearing”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on _____, 2016, at __:_____.m. for the following purposes:

(a) to determine whether the proposed Settlement is fair, reasonable and adequate, and should be approved by the Court;

(b) to determine whether the proposed Final Order and Judgment (“Judgment”) as provided under the Stipulation should be entered, and to determine whether the release by the Settlement Class of the Released Claims, as set forth in the Stipulation, should be provided to the Released Defendant Parties;

(c) to determine, for purposes of the Settlement only, whether the Settlement Class should be finally certified; whether Lead Plaintiff should be finally certified as Class Representative for the Settlement Class; whether the law firm of Labaton Sucharow LLP should be finally appointed as Class Counsel for the Settlement Class; and whether Cohen Milstein Seller & Toll PLLC should be finally appointed as Local Counsel for the Settlement Class;

(d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved by the Court;

(e) to consider Lead Counsel’s application for an award of attorneys’ fees and expenses (which may include an application for an award to Lead Plaintiff for

reimbursement of its reasonable costs and expenses directly related to its representations of the Settlement Class, pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”); and

(f) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to approve the Settlement with or without modification and with or without further notice to the Settlement Class of any kind. The Court further reserves the right to enter the Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or awarded attorneys’ fees and/or expenses. The Court may also adjourn the Settlement Hearing or modify any of the dates herein without further notice to members of the Settlement Class.

7. The Court approves the form, substance and requirements of the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses (the “Notice”) and the Proof of Claim and Release form (“Proof of Claim”), substantially in the forms annexed hereto as Exhibits 1 and 2, respectively.

8. The Court approves the retention of The Garden City Group as the Claims Administrator. The Claims Administrator shall cause the Notice and the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, on or before ten (10) business days after entry of this Preliminary Approval Order (“Notice Date”), to all Settlement Class Members who can be identified with reasonable effort. InnerWorkings, to the extent it has not already done so, shall use its best efforts to obtain and provide to Lead Counsel, or the Claims Administrator, transfer records in electronic searchable form containing the names and addresses of purchasers of the publicly traded common stock of InnerWorkings

during the Class Period no later than five (5) business days after entry of this Preliminary Approval Order.

9. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased or otherwise acquired the publicly traded common stock, call options, and/or put options of InnerWorkings during the Class Period as record owners but not as beneficial owners. Such nominees SHALL EITHER: (a) WITHIN SEVEN (7) CALENDAR DAYS of receipt of the Notice, request from the Claims Administrator sufficient copies of the Notice to forward to all such beneficial owners and WITHIN SEVEN (7) CALENDAR DAYS of receipt of those Notices from the Claims Administrator forward them to all such beneficial owners; or (b) WITHIN SEVEN (7) CALENDAR DAYS of receipt of the Notice, provide a list of the names and addresses of all such beneficial owners to the Claims Administrator and the Claims Administrator is ordered to send the Notice promptly to such identified beneficial owners. Nominees who elect to send the Notice to their beneficial owners SHALL ALSO send a statement to the Claims Administrator confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in the Action. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

10. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of mailing of the Notice and Proof of Claim.

11. The Court approves the form of the Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses ("Summary Notice")

substantially in the form annexed hereto as Exhibit 3, and directs that Lead Counsel shall cause the Summary Notice to be published in *Investor's Business Daily* and be transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of publication of the Summary Notice.

12. The form and content of the notice program described herein, and the methods set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the PSLRA, and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

13. In order to be eligible to receive a distribution from the Net Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Stipulation, each claimant shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim, substantially in the form annexed hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address indicated in the Notice, postmarked no later than 120 calendar days after the Notice Date. Such deadline may be further extended by Court order or by Lead Counsel in its discretion. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first-class or overnight mail, postage prepaid) provided such Proof of Claim is actually received prior to the motion for an order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice. Any

Settlement Class Member who does not timely submit a Proof of Claim within the time provided for shall be barred from sharing in the distribution of the Net Settlement Fund, unless otherwise ordered by the Court, but shall remain bound by all determinations and judgments in this Action concerning the Settlement, as provided by paragraph 15 of this order.

(b) The Proof of Claim submitted by each claimant must satisfy the following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must 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 as is deemed adequate by the Claims Administrator and/or Lead Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of her current authority to act on behalf of the claimant must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Proof of Claim, each claimant shall submit to the jurisdiction of the Court with respect to the claim submitted.

14. Any Settlement Class Member may enter an appearance in this Action, at his, her or its own expense, individually or through counsel of his, her or its own choice. If any Settlement Class Member does not enter an appearance, he, she or it will be represented by Lead Counsel.

15. Settlement Class Members shall be bound by all orders, determinations and judgments in this Action concerning the Settlement, whether favorable or unfavorable, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A putative Settlement Class Member wishing to make such an exclusion request shall mail the request in written form by first-class mail to the address designated in the Notice for such exclusions, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Such request for exclusion must state the name, address and telephone number of the Person seeking exclusion, must state that the sender requests to be “excluded from the Settlement Class in *Van Noppen, et al. v. InnerWorkings, Inc., et al.*, No. 14-01416 (N.D. Ill.)” and must be signed by such Person. Such Persons requesting exclusion are also directed to state the information requested in the Notice, including, but not limited to: the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and/or sales of InnerWorkings publicly traded common stock, call options, and/or put options during the Class Period. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

16. Putative Settlement Class Members requesting exclusion from the Settlement Class shall not be eligible to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

17. The Court will consider any Settlement Class Member’s objection to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys’ fees or expenses only if such Settlement Class Member has served by hand or by mail his, her or its written objection and supporting papers, such that they are received on or before twenty-one (21)

calendar days before the Settlement Hearing, upon Lead Counsel: Jonathan Gardner, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005; and Defendants' Counsel: Elizabeth Coleman, Jenner & Block LLP, 353 N. Clark Street, Chicago, IL 60654; and has filed said objections and supporting papers with the Clerk of the Court, United States District Court for the Northern District of Illinois, United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. Any Settlement Class Member who does not make his, her, or its objection in the manner provided for in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to any aspect of the Settlement, to the Plan of Allocation, or to the request for attorneys' fees and expenses, unless otherwise ordered by the Court, but shall otherwise be bound by the Judgment to be entered and the releases to be given. Attendance at the 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 attorneys' fees and other expenses are required to indicate in their written objection their intention to appear at the hearing. Persons who intend to object to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

18. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

19. Pending final determination of whether the Settlement should be approved, Lead Plaintiff, all Settlement Class Members, and each of them, and anyone who acts or purports to

act on their behalf, shall not institute, commence or prosecute any action which asserts Released Claims against the Released Defendant Parties.

20. As provided in the Stipulation, prior to the Effective Date, Lead Counsel may pay the Claims Administrator a portion of the reasonable fees and costs associated with giving notice to the Settlement Class and the review of claims and administration of the Settlement out of the Settlement Fund without further approval from Defendants and without further order of the Court.

21. All papers in support of the Settlement, Plan of Allocation, and Lead Counsel's request for an award of attorneys' fees and expenses shall be filed with the Court and served on or before thirty-five (35) calendar days prior to the date set herein for the Settlement Hearing. If reply papers are necessary, they are to be filed with the Court and served no later than seven (7) calendar days prior to the Settlement Hearing.

22. The passage of title and ownership of the Settlement Fund to the Escrow Agent in accordance with the terms and obligations of the Stipulation is approved. No person who is not a Settlement Class Member or Lead Counsel shall have any right to any portion of, or to any distribution of, the Net Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

23. All funds held in escrow shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be disbursed pursuant to the Stipulation and/or further order of the Court.

24. Neither Defendants nor their counsel shall have any responsibility for the Plan of Allocation or any application for attorney's fees or expenses submitted by Lead Counsel or Lead

Plaintiff, and such matters shall be considered separately from the fairness, reasonableness and adequacy of the Settlement.

25. If the Settlement fails to become effective as defined in the Stipulation or is terminated, then both the Stipulation, including any amendment(s) thereof, except as expressly provided in the Stipulation, and this Preliminary Approval Order shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any actions or proceedings by any person or entity against the Parties, and the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of March 18, 2016.

26. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

DATED this _____ day of _____, 2016

BY THE COURT:

Honorable John Robert Blakey
UNITED STATES DISTRICT JUDGE

Exhibit A-1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PETER IKAI VAN NOPPEN, Individually)	
and On Behalf of All Others Similarly	)	Case No. 1:14-cv-01416
Situated,)	
	)	Hon. John Robert Blakey
Plaintiff,)	
	)	CLASS ACTION
vs.)	
	)	NOTICE OF PENDENCY OF CLASS
INNERWORKINGS, INC., ERIC D.	)	ACTION, PROPOSED
BELCHER, and JOSEPH M. BUSKY,	)	SETTLEMENT, AND MOTION FOR
	)	ATTORNEYS' FEES AND
Defendants.	)	EXPENSES

If you purchased the publicly traded common stock and/or call options, and/or sold the put options, of InnerWorkings, Inc. during the period from February 15, 2012 through November 6, 2013, inclusive, (the “Class Period”) and were allegedly damaged thereby, you may be entitled to a payment from a class action settlement.

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

- The purpose of this Notice is to inform you of: (a) the pendency of this Action; (b) the proposed settlement of the Action on the terms in the Stipulation and Agreement of Settlement, dated as of May 11, 2016 (the “Stipulation”);¹ and (c) a hearing to be held by the Court (the “Settlement Hearing”). At the Settlement Hearing, the Court will consider: (i) whether the Settlement should be approved; (ii) whether the Plan of Allocation for the net proceeds of the Settlement should be approved; (iii) the application of Lead Counsel for attorneys’ fees and expenses; and (iv) certain other matters. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement or wish to be excluded from the Settlement Class.
- If approved by the Court, the Settlement will create a \$6,025,000 cash fund for the benefit of eligible investors, less any attorneys’ fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes.
- The Settlement resolves claims by Plymouth County Retirement System (“Plymouth” or “Lead Plaintiff”) that have been asserted on behalf of the Settlement Class against InnerWorkings, Inc. (“InnerWorkings” or the “Company”), Eric D. Belcher and Joseph M.

¹ The Stipulation and all of its exhibits can be viewed at www._____.com and at www.labaton.com. All capitalized terms not otherwise defined in this Notice have the same meanings as are set forth in the Stipulation.

Busky (the “Individual Defendants” and, collectively with InnerWorkings, the “Defendants”); avoids the costs and risks of continuing the litigation; pays money to Settlement Class Members; and releases the Released Defendant Parties (defined below) from liability.

- **If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY _____, 2016	The <u>only</u> way to get a payment.
EXCLUDE YOURSELF BY _____, 2016	You will get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Claims. <i>See</i> Question ___ for details.
OBJECT BY _____, 2016	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the Fee and Expense Application. You will still be a member of the Settlement Class. <i>See</i> Question ____ for details.
FILE A NOTICE OF APPEARANCE BY _____, 2016 AND GO TO A HEARING ON _____, 2016	Ask to speak in Court about the Settlement. <i>See</i> Question ____ for details.
DO NOTHING	You will get no payment, you will give up rights, and you will still be bound by the Settlement.

- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to Settlement Class Members who timely submit a valid Proof of Claim and Release form (“Proof of Claim” or “Claim Form”), if the Court approves the Settlement and after any appeals are resolved. Please be patient.

SUMMARY OF THE NOTICE

Statement of Plaintiffs’ Recovery

Lead Plaintiff has entered into a proposed Settlement with Defendants that, if approved by the Court, will resolve this Action in its entirety. Pursuant to the Settlement, a Settlement Fund consisting of \$6,025,000, which may accrue interest, has been established. Based on Lead Plaintiff’s consulting expert’s estimate of the number of shares of InnerWorkings common stock entitled to participate in the Settlement, and assuming that all investors entitled to participate do so, Lead

Plaintiff's expert estimates that the average recovery, before the deduction of any Court-approved fees and expenses, such as attorneys' fees, litigation expenses, taxes and administrative costs, would be approximately \$0.23 per allegedly damaged share.² After deduction of the attorneys' fees and litigation expenses discussed below, the average recovery would be approximately \$0.15 per allegedly damaged share. A Settlement Class Member's actual recovery will be a portion of the Net Settlement Fund, determined by comparing his, her, or its "Recognized Claim" to the total Recognized Claims of all Settlement Class Members who timely submit valid Claim Forms, as described more fully below. An individual Settlement Class Member's actual recovery will depend on, for example: (a) the total number of claims submitted; (b) the amount in the Net Settlement Fund; (c) when the Settlement Class Member purchased, acquired, or held InnerWorkings common stock or options during the Class Period; and (d) whether and when the Settlement Class Member sold his, her, or its shares or options. See the Plan of Allocation beginning on page [] for information on your Recognized Claim.

Statement of Potential Outcome of Case

The Parties disagree about both liability and the damages that would be recoverable if Lead Plaintiff were ultimately to prevail on each claim asserted against Defendants. The issues on which the Parties disagree include, for example: (a) whether the statements made or facts allegedly omitted were materially false or misleading, or otherwise actionable under the federal securities laws; (b) whether any allegedly material false or misleading statements by Defendants were made with the requisite level of fraudulent intent or recklessness; (c) whether Lead Plaintiff would be able to demonstrate loss causation; (d) the amount by which the prices of InnerWorkings common stock and options were allegedly artificially inflated (or deflated in the case of put options), if at all, during the

² An allegedly damaged share might have been traded more than once during the Class Period, and the average recovery indicated above represents the estimated average for each purchase of a share that allegedly incurred damages.

Class Period; and (f) the extent to which external factors or confounding Company-related information influenced the trading prices of InnerWorkings common stock or options at various times during the Class Period.

Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Lead Plaintiff and the Settlement Class have suffered any loss attributable to Defendants' actions. While Lead Plaintiff believes it has meritorious claims, it recognizes that there are significant obstacles in the way to recovery.

Statement of Attorneys' Fees and Expenses Sought

Lead Counsel will make an application to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 30% of the Settlement Fund, which includes any accrued interest. Lead Counsel will also apply for payment of litigation expenses incurred in prosecuting the Action in an amount not to exceed \$225,000, plus any interest earned on such amount at the same rate as earned by the Settlement Fund. If the Court approves the Fee and Expense Application in full, the average amount of attorneys' fees and litigation expenses, assuming all claims are filed for all allegedly damaged securities, will be approximately \$0.08 per allegedly damaged share.

Further Information

Further information regarding this Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: GCG, LLC, _____ (____) _____, www._____.com; or Lead Counsel: Jonathan Gardner, Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, www.labaton.com, settlementquestions@labaton.com.

Please Do Not Call the Court With Questions About the Settlement

Reasons for the Settlement

For Lead Plaintiff, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint; the risk that the Court may grant some or all of the anticipated motions for summary judgment to be filed by Defendants; the uncertainty inherent in the Parties' competing theories of liability, loss causation and damages; the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation (including any appeals).

For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Settlement Class Members were damaged, the principal reason for entering into the Settlement is to bring to an end the burden, expense, uncertainty, and risk of further litigation.

[END OF PSLRA COVER PAGE]

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized the mailing of this Notice to you because you or someone in your family may have purchased or acquired the common stock of InnerWorkings or options on such common stock during the period from February 15, 2012 through November 6, 2013, inclusive. Receipt of this Notice does not mean that you are a Settlement Class Member. Settlement Class Members have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

The Court in charge of the Action is the United States District Court for the Northern District of Illinois, Eastern Division, and the case is known as *Van Noppen, et al. v. InnerWorkings, Inc., et al.*, No. 14-01416 (N.D. Ill.). The Action is assigned to the Honorable John Robert Blakey, United States District Judge. The people who have sued are called plaintiffs, and the company and persons they have sued are called defendants. Lead Plaintiff Plymouth County Retirement System represents the Settlement Class. Defendants are InnerWorkings, Eric Belcher and Joseph Busky.

This Notice explains the lawsuit, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

InnerWorkings is a leading marketing execution firm that provides global print management and promotional solutions to corporate clients across a wide range of industries. As alleged in Lead Plaintiff's Complaint, the core metric that investors used to assess InnerWorkings' performance was revenue growth. The alleged Class Period statements identified InnerWorkings' enterprise (*i.e.*, large client) business and its M&A strategy as "key pillars" or "engines" of growth. Accordingly, Lead Plaintiff alleges that the ability to fund acquisitions and foster growth was critical to the Company's financial health. During the Class Period, however, Defendants allegedly concealed a serious problem affecting growth: that Productions Graphics, the Company's recent acquisition and main expansion into Europe, could not meet its 2012 targets.

On November 6, 2013, InnerWorkings issued a press release and Form 8-K after the market closed that stated, among other things, that the performance of Productions Graphics in Europe and the restructuring of its Inside Sales division resulted in lower profitability for the quarter. On the Third Quarter 2013 earnings call the same day, Defendants reduced the Company's guidance and disclosed further details concerning Production Graphics and its business forecast. In response to the November 6, 2013 disclosures, InnerWorkings' stock price allegedly fell on heavy volume.

On February 27, 2014, this putative class action was filed in the U.S. District Court for the Northern District of Illinois (the "Court"). On May 9, 2014, the Court issued an Order appointing Plymouth as Lead Plaintiff, pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"), and Labaton Sucharow LLP as Lead Counsel and Cohen Milstein Sellers & Toll PLLC as Liaison Counsel to represent the putative class.

On July 28, 2014, Lead Plaintiff filed the operative Amended Class Action Complaint (the “Complaint”) asserting claims under Sections 10(b) of the Securities Exchange Act of 1934, 15 U.S.C. §§ 78j(b) (the “Exchange Act”) against Defendants and claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a) against the Individual Defendants. The Complaint alleges, among other things, that Defendants fraudulently concealed that Productions Graphics, a French company and InnerWorkings’ recent acquisition and main expansion into Europe, could not meet 2012 targets. The Complaint alleges that Defendants devised a false-invoicing scheme, which was executed by Productions Graphics’ former Chief Executive Officer, Christopher Delaune (“Delaune”), wherein Productions Graphics would appear to meet its targets, thus allegedly artificially inflating Company revenues. It is further alleged that Defendants’ false or misleading statements and omissions caused the prices of InnerWorkings’ common stock and options to be artificially inflated during the Class Period and the prices of InnerWorkings’ securities declined when the truth was allegedly disclosed.

The Complaint was based on Lead Counsel’s extensive factual investigation, which included, among other things, the review and analysis of: (i) documents filed publicly by the Company with the U.S. Securities and Exchange Commission (“SEC”); (ii) publicly available information, including press releases and news articles; (iii) research reports issued by financial analysts concerning the Company; and (iv) other public statements issued by or concerning the Company and the Defendants. In addition, Lead Counsel interviewed approximately 40 former employees of InnerWorkings and other persons with relevant knowledge, such as former officers of Productions Graphics (including Delaune), reviewed documents produced by Defendants, and consulted with an expert on loss causation and damages issues.

On September 29, 2014, Defendants filed a motion to dismiss the Complaint, which Lead Plaintiff opposed on November 14, 2014. On September 30, 2015, the Court issued a Memorandum Opinion and Order granting in part and denying in part, Defendants’ motion to dismiss. In

particular, the Court denied Defendants' motion with respect to the statements concerning Productions Graphics and InnerWorkings' Class Period financials but granted the motion with respect to allegations concerning the status and prospects for a new telesales project dubbed "Inside Sales," as well as the Company's efforts to integrate its PPM4 data system globally.

On October 7, 2015, the Court held a Status Hearing and stayed all pending deadlines and formal discovery in order to enable the Parties to engage in private mediation to explore the possibility of a negotiated resolution. The Court permitted the Parties to conduct informal discovery to assist in mediation efforts, including the production of core documents by Defendants.

Defendants and Lead Plaintiff engaged Robert A. Meyer, a well-respected mediator, to assist them in exploring a potential resolution of the claims in the Action. On January 5, 2016, the parties met with Mr. Meyer in an attempt to reach a settlement, however they were unable to do so. Following the mediation, Mr. Meyer continued his efforts to facilitate discussions among the Parties.

On January 20, 2016, Defendants moved to further stay the proceedings pending resolution of civil and criminal proceedings initiated by InnerWorkings in France in which InnerWorkings alleges it was the victim of fraud perpetrated by Delaune, who was a source for allegations in the Complaint. Alternatively, Defendants requested that the case be bifurcated so that merits discovery be stayed pending a determination of Lead Plaintiff's motion for class certification. Lead Plaintiff opposed the motion. On February 25, 2016, following oral argument, the Court denied Defendants' motion to stay but granted the request to bifurcate discovery, allowing discovery only as to class certification adequacy issues to proceed.

As a result of the parties' ongoing discussions concerning settlement, facilitated by Mr. Meyer, Defendants and Lead Plaintiff ultimately reached an agreement-in-principle to settle the Action on March 18, 2016. On _____, 2016, the Court entered the Preliminary Approval

Order, authorizing that this Notice be sent to potential Settlement Class Members and scheduling the Settlement.

3. Why is this a class action?

In a class action, one or more persons or entities (in this case, Lead Plaintiff), sue on behalf of people and entities who have similar claims. Together, these people and entities are a “class,” and each is a “class member.” Bringing a case as a class action allows the adjudication of many similar claims that might be too small to bring economically as individual actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class. In this Action, the Court has appointed Plymouth to serve as Lead Plaintiff and has appointed Labaton Sucharow LLP to serve as Lead Counsel.

4. How do I know if I am part of the Settlement Class?

The Court has directed, for the purpose of the proposed Settlement, that everyone who fits this description is a Settlement Class Member and subject to the Settlement, unless they are an excluded person (*see* Question 6 below) or take steps to exclude themselves (*see* Question 13 below):

All persons and entities that purchased the publicly traded common stock and/or call options, and/or sold the put options, of InnerWorkings, Inc. during the period from February 15, 2012 through November 6, 2013, inclusive, and who were allegedly damaged thereby.

If one of your mutual funds purchased InnerWorkings common stock and/or options during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you individually purchased or acquired InnerWorkings common stock and/or options during the Class Period. Check your investment records or contact your broker to see if you have any eligible purchases, acquisitions, or sales.

5. Are there exceptions to being included?

Yes. There are some people who are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) the Defendants; (ii) the officers and directors of the Company during the Class Period; (iii) members of the immediate families of the Individual Defendants and the officers and directors of the Company during the Class Period; (iv) Productions Graphics and its officers and directors during the Class Period; (v) any entity in which any Defendant has or had a controlling interest, including but not limited to Productions Graphics; and (vi) the legal representatives, heirs, successors, assigns, and affiliates of any such excluded party. Also excluded from the Settlement Class is anyone who timely and validly seeks exclusion from the Settlement Class in accordance with the procedures in Question 13 below.

6. What if I am still not sure if I am included?

If you are still not sure whether you are included in the Settlement, you can ask for free help. You can call the Claims Administrator toll-free at (____) _____, send an e-mail to the Claims Administrator at _____ .com, or write to the Claims Administrator at *InnerWorkings Securities Litigation*, c/o GCG, LLC _____. Or you can fill out and return the Claim Form described in Question 10, to see if you qualify.

7 What are the reasons for the Settlement?

The Court did not finally decide in favor Lead Plaintiff or Defendants. Instead, both sides agreed to a settlement.

Lead Plaintiff and Lead Counsel believe that the claims asserted in the Action have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue the claims through trial and appeals, as well as the difficulties in establishing liability. Lead Plaintiff and Lead Counsel have considered the uncertain outcome and the risk of litigation, especially in complex lawsuits like this one, as well as the difficulties and delays inherent in such litigation. For example, Defendants have raised a number of arguments and defenses (which they would raise at

summary judgment and trial) asserting that Defendants did not knowingly make false and misleading statements in violation of the federal securities laws, that Lead Plaintiff would not be able to establish that Defendants acted with the requisite fraudulent intent, that Defendants were equally misled by Delaune, and that Settlement Class Members' losses on their InnerWorkings common stock and options were caused by factors other than the allegedly false and misleading statements and omissions by Defendants. Even assuming Lead Plaintiff could establish liability, Defendants maintained that the class would have difficulty establishing loss causation and damages, particularly given the Court's dismissal of claims concerning Inside Sales and PPM4. Lead Plaintiff would need to disaggregate price reaction related to the dismissed claims in order to establish loss causation and damages. In the absence of a settlement, Defendants likely would have asserted some or all of these arguments in favor of summary judgment, which the Court may have resolved, in whole or in part, in favor of Defendants. Assuming the matter proceeded to trial, the Parties would present factual and expert testimony on each of these issues, and there is risk that the Court or jury would resolve these issues unfavorably against Lead Plaintiff and the Settlement Class. In light of the Settlement and the guaranteed cash recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class.

Defendants have denied and continue to deny any wrongdoing and deny that they have committed any act or omission giving rise to any liability or violation of law. Defendants deny the allegations that they knowingly, or otherwise, made any material misstatements or omissions; that any member of the Settlement Class has suffered damages; that the prices of InnerWorkings' common stock and/or options were artificially inflated (or deflated) by reason of the alleged misrepresentations, omissions or otherwise; or that members of the Settlement Class were harmed by the conduct alleged in the Complaint. Defendants have denied and continue to deny each and every

one of the claims alleged on behalf of the Settlement Class and maintain that they have meritorious defenses to all claims alleged in the Complaint. Nonetheless, Defendants have concluded that continuation of the Action would be protracted and expensive, and have taken into account the uncertainty and risks inherent in any litigation, especially a complex case like this Action.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

In exchange for the Settlement and the release of the Released Claims against the Released Defendant Parties, Defendants have agreed to create a \$6,025,000 cash fund, which will earn interest and be distributed, after deduction of Court-approved attorneys' fees and expenses, Notice and Administration Expenses, and any applicable Taxes (the "Net Settlement Fund"), among Settlement Class Members who submit valid Claim Forms and are found by the Court to be entitled to a distribution from the Net Settlement Fund ("Authorized Claimants").

9. How much will my payment be?

If you are an Authorized Claimant entitled to a payment, your share of the Net Settlement Fund will depend on several things, including for instance, how many Settlement Class Members timely send in valid Claim Forms; the amount of the Net Settlement Fund, the amount of InnerWorkings common stock and options you purchased; the prices and dates of those purchases; and the prices and dates of your sales of InnerWorkings common stock or options.

You can calculate your Recognized Claim using the Plan of Allocation explained below. However, it is unlikely that you will receive a payment for all of your Recognized Claim. *See* the Plan of Allocation of Net Settlement Fund on pages ___ for more information on your Recognized Claim.

**HOW TO RECEIVE A PAYMENT:
SUBMITTING A PROOF OF CLAIM FORM**

10. How can I receive a payment?

To qualify for a payment, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. If you did not receive a Claim Form, you can obtain one on the Internet at the websites for the Claims Administrator: www._____, or Lead Counsel: www.labaton.com. You can also ask for a Claim Form by calling the Claims Administrator toll-free at (____) _____.

Please read the instructions carefully, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or received on or before _____, 2016.**

11. When will I receive my payment?

The Court will hold a Settlement Hearing on _____, **2016** to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

12. What am I giving up to receive a payment or by staying in the Settlement Class?

If you are a member of the Settlement Class, unless you exclude yourself, you will stay in the Settlement Class and that means that upon the “Effective Date” you will release all “Released Claims” against the “Released Defendant Parties.”

“**Released Claims**” means any and all claims and causes of action of every nature and description, including both known claims and Unknown Claims (defined below), whether arising under federal, state, common or foreign law, or any other law, whether class or individual in nature, that Lead Plaintiff or any other Settlement Class Member (i) asserted in the Action; or (ii) could have asserted in the Action, or any other action, or in any forum, that arise from both (a) the purchase of

InnerWorkings' publicly traded common stock and/or call options and/or the sale of InnerWorkings' put options by the Settlement Class Member during the Class Period and (b) the facts, matters, allegations, transactions, events, disclosures, representations, statements, acts, or omissions or failures to act that were alleged or that could have been alleged in the Action against the Released Defendant Parties. For the avoidance of doubt, Released Claims do not include (i) claims relating to the enforcement of the Settlement; or (ii) potential claims on behalf of the Company contained in the December 2014 derivative demand letter that the Company received from Tom Turberg.

“Released Defendant Parties” means Defendants, Defendants' Counsel, and each of their respective past or present subsidiaries (including, without limitation Productions Graphics), parents, affiliates, principals, successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers; the spouses, members of the immediate families, representatives, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their immediate family members; any firm, trust, corporation, or entity in which any Defendant has a controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of Defendants.

“Unknown Claims” means any and all Released Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants' 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 Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon

the Effective Date, Lead Plaintiff and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Lead Plaintiff, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants' Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and Defendants acknowledge, and other 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 Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes final and is not subject to appeal.

If you remain a member of the Settlement Class, all of the Court’s orders, whether favorable or unfavorable, will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own concerning the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or “opting out.” **Please note:** if you decide to exclude yourself, there is a risk that any lawsuit you may file to pursue the claims alleged in the Action may be dismissed, including because your lawsuit was not filed within the applicable time periods for filing suit. Also, Defendants may terminate the Settlement if Settlement Class Members who purchased or acquired in excess of a certain number of shares of common stock seek exclusion from the Settlement Class.

13. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a signed letter stating that you “request to be excluded from the Settlement Class in *Van Noppen, et al. v. InnerWorkings, Inc., et al.*, No. 14-01416 (N.D. Ill.)” You cannot exclude yourself by telephone or e-mail. Your letter must state the amount of InnerWorkings common stock and options that you purchased, acquired, and/or sold, as well as the dates and prices of each such purchase, acquisition, and/or sale. Your letter must include your name, mailing address, telephone number, e-mail address, and your signature. You must submit your exclusion request so that it is **received on or before** _____, **2016** to:

InnerWorkings Securities Litigation
c/o GCG, LLC

Your exclusion request must comply with these requirements in order to be valid. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Settlement Class Member. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in connection with this Settlement, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future.

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

No. Unless you properly exclude yourself, you remain in the Settlement Class and you give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you have a pending lawsuit against the Released Defendant Parties, **speak to your lawyer in that case immediately**. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is _____, **2016**.

15. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, do not send in a Claim Form. But, you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and the other Released Defendant Parties.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed the law firm of Labaton Sucharow LLP to represent all Settlement Class Members. These lawyers are called Lead Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of attorneys' fees and expenses, which will be paid

from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Plaintiffs' counsel have not been paid for any of their work. Lead Counsel will ask the Court to award, on behalf of all plaintiffs' counsel, attorneys' fees of no more than 30% of the Settlement Fund, which will include any accrued interest. Lead Counsel will also seek payment of litigation expenses incurred by plaintiffs' counsel in connection with the Action of no more than \$225,000, plus interest on such expenses at the same rate as earned by the Settlement Fund.

OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION

18. How do I tell the Court that I do not like something about the proposed Settlement?

If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application. If you would like the Court to consider your views, you must file a proper objection within the deadline and according to the following procedures.

To object, you must send a signed letter stating that you object to the proposed Settlement in "*Van Noppen, et al. v. InnerWorkings, Inc., et al.*, No. 14-01416 (N.D. Ill.)." You must include your name, address, telephone number, e-mail address, and signature; identify the amount of InnerWorkings common stock and options purchased, acquired, and/or sold during the Class Period, and the date(s) and price(s) of each such purchase, acquisition, or sale; and state the reasons why you object and include any legal support and/or evidence, including witnesses that support your objection. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and shall be forever barred from making any objection to the proposed Settlement, the Plan of Allocation,

and/or the Fee and Expense Application. Your objection must be filed with the Court **and** mailed or delivered to the following counsel so that it is **received on or before** _____, **2016:**

<u>Court</u>	<u>Lead Counsel</u>	<u>Defendants' Counsel</u>
Clerk of the Court United States District Court Northern District of Illinois, United States Courthouse 219 South Dearborn Street Chicago, IL 60604	Labaton Sucharow LLP Jonathan Gardner, Esq. 140 Broadway New York, NY 10005	Jenner & Block LLP Elizabeth Coleman, Esq. 353 N. Clark Street Chicago, IL 60654

You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Settlement Class Member who has complied with the procedures set out in this Question 18 and below in Question 22 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court, about their objection. Any such objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing.

19. What is the difference between objecting and seeking exclusion?

Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or the Fee and Expense Application. You can still recover money from the Settlement. You can object *only* if you remain in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE SETTLEMENT HEARING

20. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold the Settlement Hearing on _____, **2016** at ____ **.m.**, in Courtroom ____ at the United States District Court, Northern District of Illinois, United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.

At this hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, adequate and should be finally approved; (b) the Plan of Allocation is fair, reasonable and adequate and should be approved; and (c) the application of Lead Counsel for an award of attorneys' fees and payment of expenses, including those of Lead Plaintiff, is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 18. We do not know how long it will take the Court to make these decisions.

You should be aware that the Court may change the date and/or time of the Settlement Hearing without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel beforehand to be sure that the date and/or time has not changed.

21. Do I have to come to the Settlement Hearing?

No. Lead Counsel will answer any questions the Court has. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 22 below.

22. May I speak at the Settlement Hearing?

If you object to the Settlement or any aspect of it, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* Question 18), **on or before _____, 2016**, a statement that you, or your attorney, intend to appear in “*Van Noppen, et al. v. InnerWorkings, Inc., et al.*, No. 14-01416 (N.D. Ill.)” Persons who intend to object to the Settlement, the Plan of Allocation, or Lead Counsel’s Fee and Expense Application and desire to present evidence at the Settlement Hearing must also include in their objections (prepared and submitted in accordance with the answer to Question 18 above) the identity of any witness they

may wish to call to testify and any exhibits they intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you exclude yourself from the Settlement Class or if you have not provided written notice of your objection and intention to speak at the Settlement Hearing in accordance with the procedures described in Questions 18 and 22.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 10). To start, continue or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims in this case, you must exclude yourself from the Settlement Class (*see* Question 13).

GETTING MORE INFORMATION

24. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You may review the Stipulation filed with the Court or documents in the case during business hours at the Office of the Clerk of the United States District Court, Northern District of Illinois, United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

You can also get a copy of the Stipulation or other documents by calling the Claims Administrator toll free at (____) _____ or Lead Counsel at (888) 219-6877; writing to the Claims Administrator at *InnerWorkings Securities Litigation*, c/o GCG, LLC, P.O. Box _____,

_____ ; or visiting the websites of the Claims Administrator or Lead Counsel at www.labaton.com. **Please do not Call the Court with Questions about the Settlement.**

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

24. How will my claim be calculated?

As discussed above, the Settlement provides \$6,025,000 in cash for the benefit of the Settlement Class. The Settlement Amount and any interest it earns constitutes the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court is the “Net Settlement Fund.” The Net Settlement Fund will be distributed to Authorized Claimants – *i.e.*, members of the Settlement Class who timely submit valid Claim Forms that show Recognized Claims pursuant to the Plan of Allocation and are approved by the Court. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the terms of the Settlement. The Court may approve this Plan of Allocation (“Plan of Allocation” or “Plan”), or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the settlement website at: _____ and at www.labaton.

The objective of this Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who allegedly suffered economic losses as a result of the alleged violations of the federal securities laws, as opposed to losses caused by market or industry factors or Company-specific factors unrelated to the alleged violations of law. The Plan of Allocation reflects Lead Plaintiff’s damages expert’s analysis undertaken to that end, including a review of publicly available information regarding InnerWorkings and statistical analysis of the price movements of InnerWorkings securities and the price performance of relevant market and peer indices during the Settlement Class Period. The Plan, however, is not a formal damages analysis.

For losses to be compensable under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the security. In this case, Lead Plaintiff alleges that Defendants issued false statements and omitted material facts from February 15, 2012, through November 6, 2013, which inflated the price of InnerWorkings common stock and InnerWorkings call options (and artificially deflated the price of InnerWorkings put options). It is alleged that the corrective information released to the market on November 6, 2013, impacted the market price of InnerWorkings securities in a statistically significant manner and removed the alleged artificial inflation (or deflation for put options) from the security prices on November 7, 2013. Accordingly, in order to have a compensable loss, InnerWorkings common stock or InnerWorkings call options must have been purchased or otherwise acquired during the Settlement Class Period and held through the alleged corrective disclosure listed above, and, with respect to put options, those options must have been sold (written) during the Settlement Class Period and not closed through the alleged corrective disclosure.

Because the Net Settlement Fund is less than the total losses alleged to be suffered by Settlement Class Members, the formulas described in this Notice for calculating Recognized Loss Amounts and Recognized Claims are not intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these formulas provide the basis on which the Net Settlement Fund will be distributed on a *pro rata* basis among Authorized Claimants. An Authorized Claimant's *pro rata* share of the Net Settlement Fund will be the Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If the Net Settlement Fund exceeds the total Recognized Claims of all Authorized Claimants, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants.

Defendants, their counsel, and all other Released Defendant Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Lead Plaintiff, Lead Counsel, and their agents, likewise will have no liability for their reasonable efforts to execute and administer the Settlement, and distribute the Net Settlement Fund.

A. Eligible Securities

The InnerWorkings securities for which a claimant may be entitled to receive a distribution from the Net Settlement Fund consist of the publicly traded common stock of InnerWorkings and the publicly traded call and put options on such InnerWorkings common stock. With respect to InnerWorkings common stock purchased or sold through the exercise of an option, the purchase/sale date of the InnerWorkings common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

B. Calculation of Recognized Loss Amounts

For purposes of determining whether a claimant has a “Recognized Claim,” purchases, acquisitions, and sales of each respective eligible security will first be matched on a First In/First Out (“FIFO”) basis. If a claimant has more than one purchase/acquisition or sale of an eligible security during the Class Period, all purchases/acquisitions and sales of each respective eligible security will be matched on a FIFO basis. With respect to InnerWorkings common stock and call options, Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period. For InnerWorkings put options, Class Period purchases will be matched first to close out positions open at the beginning of the Class Period, and then against put options sold (written) during the Class Period in chronological order.

A “Recognized Loss Amount” will be calculated as described below for each respective purchase/acquisition (or sale in the case of put options) of an eligible security during the Class

Period that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a claimant's Recognized Loss Amount results in a negative number, reflecting a gain on the transaction, that number shall be set to zero. The sum of a claimant's Recognized Loss Amounts across all purchases/acquisitions of an eligible security will be the claimant's "Recognized Claim."

Based on the foregoing, and for purposes of this Settlement only, Recognized Loss Amounts will be calculated as follows:

COMMON STOCK RECOGNIZED LOSS CALCULATIONS

1. For each share of InnerWorkings common stock purchased or otherwise acquired during the Class Period and sold before the close of trading on February 4, 2014, an "Out of Pocket Loss" will be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, reflecting a gain on the transaction, that number shall be set to zero.

2. For each share of InnerWorkings common stock purchased or otherwise acquired from February 15, 2012 through and including November 6, 2013, and:

(a) Sold before the close of trading on November 6, 2013, the Recognized Loss Amount for each such share shall be zero.

(b) Sold after the close of trading on November 6, 2013, and before the close of trading on February 4, 2014, the Recognized Loss Amount for each such share shall be *the least of*:

(i) \$3.66;

(ii) the actual purchase/acquisition price of each such share *minus* the average closing price from November 7, 2013, up to the date of sale as set forth in **Table 1** below; or

(iii) the Out of Pocket Loss.

(c) Held as of the close of trading on February 4, 2014, the Recognized Loss Amount for each such share shall be *the lesser of*:

(i) \$3.66; or

(ii) the actual purchase/acquisition price of each such share *minus* \$7.14.³

CALL AND PUT OPTIONS RECOGNIZED LOSS CALCULATIONS

3. Publicly traded options are traded in units called “contracts,” which entitle the holder to buy (in the case of a call option) or sell (in the case of a put option) 100 shares of the underlying security, which in this case is InnerWorkings common stock. Throughout this Plan of Allocation, all price quotations are per share of the underlying security (*i.e.*, 1/100 of a contract in the case of options).

4. Each option contract specifies a strike price and an expiration date. Contracts with the same strike price and expiration date are referred to as a “series” and each series represents a different security that trades in the market and has its own market price (and thus artificial inflation or deflation). Under the Plan of Allocation, the dollar amount of artificial inflation per share (*i.e.*, 1/100 of a contract) for each series of InnerWorkings call options and the dollar amount of artificial deflation per share (*i.e.*, 1/100 of a contract) for each series of InnerWorkings put options has been calculated by Lead Plaintiff’s damages expert. **Table 2** below sets forth the dollar amount of artificial inflation per share in InnerWorkings call options during the Class Period. **Table 3** below

³ Pursuant to Section 21(D)(e)(1) of the PSLRA, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day look-back period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the PSLRA, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of InnerWorkings common stock during the 90-day look-back period, November 7, 2013 through February 4, 2014. The mean (average) closing price for InnerWorkings common stock during this 90-day look-back period was \$7.14.

sets forth the dollar artificial deflation per share in InnerWorkings put options during the Class Period. **Table 2** and **Table 3** list only series of InnerWorkings options that expired on or after November 7, 2013 – the date of the alleged corrective disclosure. Transactions in InnerWorkings options that expired before the close of trading on November 6, 2013 have a Recognized Loss Amount of zero under the Plan of Allocation.

5. Maximum Recovery for options: The Settlement proceeds available for InnerWorkings call options purchased during the Class Period and InnerWorkings put options sold (written) during the Class Period shall be limited to a total amount of up to 2% of the Net Settlement Fund.

6. For each InnerWorkings call option purchased or otherwise acquired from February 15, 2012 through and including November 6, 2013, and:

(a) Closed (through sale, exercise, or expiration) before the close of trading on November 6, 2013, the Recognized Loss Amount for each such share shall be zero.

(b) Open after the close of trading on November 6, 2013, the Recognized Loss Amount for each such share shall be *the lesser of*:

- (i) the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 2** below; or
- (ii) the actual purchase/acquisition price of each such share *minus* the closing price on November 7, 2013, (i.e., the “Holding Price”) as set forth in **Table 2** below.

7. For each InnerWorkings put option sold (written) from February 15, 2012 through and including November 6, 2013, and:

(a) Closed (through purchase, exercise, or expiration) before the close of trading on November 6, 2013, the Recognized Loss Amount for each such share shall be zero.

(b) Open after the close of trading on November 6, 2013, the Recognized Loss Amount for each such share shall be *the lesser of*:

- (i) the dollar artificial deflation applicable to each such share on the date of sale (writing) as set forth in **Table 3** below; or

- (ii) the closing price on November 7, 2013, (i.e., the “Holding Price”) as set forth in **Table 3** below *minus* the sale (writing) price.

C. Additional Provisions

Purchases or acquisitions and sales of eligible InnerWorkings securities shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of eligible securities during the Class Period shall not be deemed a purchase, acquisition or sale for the calculation of Recognized Loss Amounts, unless (i) the donor or decedent purchased or otherwise acquired such eligible securities during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such eligible securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

The Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is not covered by a purchase or acquisition is also zero.

In the event that a claimant has an opening short position in InnerWorkings common stock at the start of the Class Period, the earliest Class Period purchases or acquisitions shall be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchases or acquisition that covers such short sales will not be entitled to recovery. In the event that a claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase or acquisition shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

If a claimant has “written” call options, thereby having a short position in the call options, the date of covering such a written position is deemed to be the date of purchase or acquisition of the call option. The date on which the call option was written is deemed to be the date of sale of the call option. The earliest Class Period purchases or acquisitions shall be matched against such short

positions in accordance with the FIFO matching described above and any portion of such purchases or acquisitions that cover such short positions will not be entitled to recovery.

If a claimant has purchased or acquired put options, thereby having a long position in the put options, the date of purchase/acquisition is deemed to be the date of purchase/acquisition of the put option. The date on which the put option was sold, exercised, or expired is deemed to be the date of sale of the put option. The earliest sales or dispositions of like put options during the Class Period shall be matched against such long positions in accordance with the FIFO matching described above and any portion of the sales that cover such short positions shall not be entitled to a recovery.

The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater, given the fees and expenses associated with printing and mailing payments. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

Payment according to this Plan of Allocation will be deemed conclusive against all claimants. Recognized Claims will be calculated as defined in this Notice by the Claims Administrator and cannot be less than zero.

Distributions to eligible Authorized Claimants will be made after all claims have been processed and after the Court has approved the Claims Administrator's determinations. After an initial distribution of the Net Settlement Fund, if there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical after payment of Notice and Administration Expenses, Taxes, and any outstanding attorneys' fees and expenses, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate,

after payment of Notice and Administration Expenses, Taxes, and any outstanding attorneys' fees and expenses, shall be contributed to Legal Aid Society of Metropolitan Family Services.

Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Northern District of Illinois with respect to his, her, or its claim.

TABLE 1

**InnerWorkings Average Closing Price
November 7, 2013 – February 4, 2014**

Date	Average Closing Price Between November 7, 2013 and Date Shown	Date	Average Closing Price Between November 7, 2013 and Date Shown	Date	Average Closing Price Between November 7, 2013 and Date Shown
11/7/2013	\$5.64	12/12/2013	\$6.62	1/17/2014	\$7.08
11/8/2013	\$5.69	12/13/2013	\$6.65	1/21/2014	\$7.09
11/11/2013	\$5.80	12/16/2013	\$6.67	1/22/2014	\$7.10
11/12/2013	\$5.87	12/17/2013	\$6.69	1/23/2014	\$7.11
11/13/2013	\$5.96	12/18/2013	\$6.71	1/24/2014	\$7.11
11/14/2013	\$6.01	12/19/2013	\$6.73	1/27/2014	\$7.11
11/15/2013	\$6.09	12/20/2013	\$6.76	1/28/2014	\$7.12
11/18/2013	\$6.18	12/23/2013	\$6.80	1/29/2014	\$7.12
11/19/2013	\$6.24	12/24/2013	\$6.83	1/30/2014	\$7.13
11/20/2013	\$6.30	12/26/2013	\$6.85	1/31/2014	\$7.14
11/21/2013	\$6.36	12/27/2013	\$6.88	2/3/2014	\$7.14
11/22/2013	\$6.40	12/30/2013	\$6.90	2/4/2014	\$7.14
11/25/2013	\$6.44	12/31/2013	\$6.93		
11/26/2013	\$6.48	1/2/2014	\$6.95		
11/27/2013	\$6.51	1/3/2014	\$6.97		
11/29/2013	\$6.54	1/6/2014	\$7.00		
12/2/2013	\$6.53	1/7/2014	\$7.02		
12/3/2013	\$6.53	1/8/2014	\$7.03		
12/4/2013	\$6.54	1/9/2014	\$7.04		
12/5/2013	\$6.55	1/10/2014	\$7.05		
12/6/2013	\$6.56	1/13/2014	\$7.06		
12/9/2013	\$6.58	1/14/2014	\$7.07		
12/10/2013	\$6.59	1/15/2014	\$7.07		
12/11/2013	\$6.61	1/16/2014	\$7.08		

TABLE 2**InnerWorkings Call Options Artificial Inflation
For Purposes of Calculating Purchase and Sale Inflation**

Expiration Date	Strike Price	Call Option Artificial Inflation per Share During Trading Period: February 15, 2012 – November 6, 2013	Holding Price
11/16/2013	\$2.50	\$3.61	\$3.20
11/16/2013	\$5.00	\$3.66	\$0.65
11/16/2013	\$7.50	\$1.88	\$0.03
11/16/2013	\$10.00	\$0.24	\$0.03
11/16/2013	\$12.50	\$0.02	\$0.13
11/16/2013	\$15.00	\$0.00	\$0.13
11/16/2013	\$17.50	\$0.00	\$0.13
11/16/2013	\$20.00	\$0.00	\$0.13
12/21/2013	\$2.50	\$3.66	\$3.15
12/21/2013	\$5.00	\$3.47	\$0.85
12/21/2013	\$7.50	\$1.88	\$0.10
12/21/2013	\$10.00	\$0.31	\$0.13
12/21/2013	\$12.50	\$0.02	\$0.13
12/21/2013	\$15.00	\$0.00	\$0.13
12/21/2013	\$17.50	\$0.00	\$0.13
1/18/2014	\$2.50	\$3.59	\$3.23
1/18/2014	\$5.00	\$3.40	\$0.93
1/18/2014	\$7.50	\$1.97	\$0.10
1/18/2014	\$10.00	\$0.52	\$0.05
1/18/2014	\$12.50	\$0.05	\$0.13
1/18/2014	\$15.00	\$0.02	\$0.13
1/18/2014	\$17.50	\$0.02	\$0.13
1/18/2014	\$20.00	\$0.00	\$0.13
4/19/2014	\$2.50	\$3.42	\$3.40
4/19/2014	\$5.00	\$3.14	\$1.20
4/19/2014	\$7.50	\$2.07	\$0.28
4/19/2014	\$10.00	\$0.78	\$0.18
4/19/2014	\$12.50	\$0.14	\$0.15
4/19/2014	\$15.00	\$0.02	\$0.15
4/19/2014	\$17.50	\$0.02	\$0.13
4/19/2014	\$20.00	\$0.02	\$0.13
4/19/2014	\$22.50	\$0.00	\$2.50

TABLE 3

**InnerWorkings Put Options Artificial Deflation
For Purposes of Calculating Purchase and Sale Deflation**

Expiration Date	Strike Price	Put Option Artificial Inflation per Share During Trading Period: February 15, 2012 – November 6, 2013	Holding Price
11/16/2013	\$2.50	\$0.00	\$0.03
11/16/2013	\$5.00	\$0.00	\$0.03
11/16/2013	\$7.50	\$1.62	\$1.85
11/16/2013	\$10.00	\$3.45	\$4.40
11/16/2013	\$12.50	\$3.61	\$6.80
11/16/2013	\$15.00	\$3.52	\$9.30
11/16/2013	\$17.50	\$3.61	\$11.80
11/16/2013	\$20.00	\$3.57	\$14.25
12/21/2013	\$2.50	\$0.00	\$0.13
12/21/2013	\$5.00	\$0.00	\$0.10
12/21/2013	\$7.50	\$1.62	\$1.88
12/21/2013	\$10.00	\$3.26	\$4.40
12/21/2013	\$12.50	\$3.54	\$6.80
12/21/2013	\$15.00	\$3.57	\$9.35
12/21/2013	\$17.50	\$3.57	\$11.75
1/18/2014	\$2.50	\$0.00	\$0.13
1/18/2014	\$5.00	\$0.14	\$0.30
1/18/2014	\$7.50	\$1.66	\$1.93
1/18/2014	\$10.00	\$3.16	\$4.40
1/18/2014	\$12.50	\$3.52	\$6.80
1/18/2014	\$15.00	\$3.57	\$9.35
1/18/2014	\$17.50	\$3.57	\$11.75
1/18/2014	\$20.00	\$3.61	\$14.30
4/19/2014	\$2.50	\$0.02	\$0.15
4/19/2014	\$5.00	\$0.36	\$0.53
4/19/2014	\$7.50	\$1.59	\$2.15
4/19/2014	\$10.00	\$2.85	\$4.50
4/19/2014	\$12.50	\$3.33	\$6.85
4/19/2014	\$15.00	\$3.57	\$9.35
4/19/2014	\$17.50	\$3.61	\$11.80
4/19/2014	\$20.00	\$3.66	\$14.35
4/19/2014	\$22.50	\$3.71	\$16.85

SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

If you purchased or otherwise acquired InnerWorkings common stock (CUSIP: _____) and/or options on InnerWorkings common stock during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (a) provide to the Claims

Administrator the name and last known address of each person or entity for whom or which you purchased such InnerWorkings eligible security during the Class Period; or (b) request additional copies of this Notice and the Claim Form from the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN (7) DAYS** of receipt mail the Notice and Claim Form directly to the beneficial owners of those securities. If you choose to follow procedure (b), the Court has also directed that, upon such mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation and timely compliance with the above directives. All communications concerning the foregoing should be addressed to the Claims Administrator:

InnerWorkings Securities Litigation
c/o GCG, LLC

Dated: _____, 2016

BY ORDER OF THE
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Exhibit A-2

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PETER IKAI VAN NOPPEN, Individually and On Behalf of All Others Similarly Situated,)	
	)	Case No. 1:14-cv-01416
Plaintiff,	)	Hon. John Robert Blakey
)	
vs.)	
)	
INNERWORKINGS, INC., ERIC D. BELCHER, and JOSEPH M. BUSKY,	)	CLASS ACTION
)	
Defendants.)	
)	

PROOF OF CLAIM AND RELEASE

GENERAL INSTRUCTIONS

1. Capitalized terms not defined in this Proof of Claim and Release form (“Claim Form”) have the same meanings as explained in the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses (“Notice”) that accompanies this Claim Form and in the Stipulation and Agreement of Settlement, dated as of May 11, 2016 (the “Stipulation”).

2. To be eligible to recover from the Net Settlement Fund in the action entitled *Van Noppen, et al., v. InnerWorkings, Inc., et al.*, Case No. 1:14-cv-01416 (N.D. Ill.) (the “Action”), you must complete and, on page ____, sign this Claim Form, and submit your Claim Form to the Claims Administrator as instructed below. If you fail to submit a properly completed and addressed Claim Form by the date specified below, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the Settlement of the Action.

3. Submission of this Claim Form, however, does not ensure that you will share in the Net Settlement Fund.

4. **YOU MUST MAIL OR SUBMIT YOUR COMPLETED AND SIGNED CLAIM FORM SO THAT IT IS POSTMARKED OR RECEIVED NO LATER THAN _____, 2016, ADDRESSED AS FOLLOWS:**

InnerWorkings Securities Litigation
c/o GCG, LLC

To be considered timely, your Claim Form must be postmarked or received by the deadline above. Unless your Claim Form is submitted with a postmark, it will be deemed to have been submitted when actually received by the Claims Administrator.

5. You must submit supporting documentation for the transactions reported on this Claim Form, such as broker confirmation slips, broker account statements, an authorized statement from your broker reporting information about your transactions, or other similar documents. The Parties and the Claims Administrator do not independently have information about your investment in InnerWorkings securities. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUBMIT THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS.

6. Separate Claim Forms should be submitted for each separate legal entity (e.g., a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity on one Claim Form, no matter how

many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).

7. All joint beneficial owners must each sign this Claim Form and their names must appear as “Claimants” in Part I of this Claim Form. If you purchased InnerWorkings common stock or options during the Class Period and held them in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If, however, you purchased InnerWorkings securities during the relevant time period and the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party is the record owner. You, as the beneficial owner, must sign this Claim Form to be eligible to participate in the Settlement.

8. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- a. expressly state the capacity in which they are acting;
- b. identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the InnerWorkings securities; and
- c. furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person’s accounts.)

9. If you are NOT a Class Member (as defined in the Notice), or are excluded by the definition of the Class, DO NOT submit a Claim Form.

10. If you are a Class Member and have not requested exclusion, you will be bound by the terms of the Settlement and any judgment entered in this Action, WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT.

11. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the settlement website at www.XXX.com or you may email the Claims Administrator's electronic filing department at _____ .com. Any file not submitted in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at _____ .com to inquire about your file and confirm it was received and acceptable.

12. You should be aware that it will take a significant amount of time to fully process all of the submitted Claim Forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to review and tabulate each Claim Form. Please notify the Claims Administrator of any changes of address.

MUST BE
POSTMARKED OR
RECEIVED NO
LATER THAN
_____ 2016

InnerWorkings Securities Litigation
PROOF OF CLAIM AND RELEASE
Use Blue or Black Ink Only

For Official Use Only

PART I: CLAIMANT IDENTIFICATION - Complete either Section A or B and then proceed to C.
Please type or print.

The Claims Administrator will use this information for all communications regarding your Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B. (as the name(s) should appear on check, if eligible for payment)

Last Name (Beneficial Owner)

First Name (Beneficial Owner)

Last Name (Joint Beneficial Owner, if applicable)

First Name (Joint Beneficial Owner, if applicable)

Name of Custodian, if applicable

If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).

B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. (as the name(s) should appear on check, if eligible for payment)

Entity Name

Name of Representative, if applicable (Executor, administrator, trustee, c/o, etc.)

C. Mailing/Account Information:

Specify one of the following:

Individual(s) Corporation UGMA Custodian IRA Partnership Estate Trust

Other:

Number and Street or P.O. Box

City

State

Zip Code

Foreign Province and Postal Code

Foreign Country

Telephone Number (Day)

Telephone Number (Evening)

Email Address

Account Number

Last 4 Digits of SSN/EIN/TIN

PART II: TRANSACTIONS IN PUBLICLY TRADED INNERWORKINGS COMMON STOCK

1. BEGINNING HOLDINGS – State the total number of shares of InnerWorkings Common Stock held as of the opening of trading on February 15, 2012 . If none, write “0” or “Zero.” (Must be documented.) _____				Proof of Holdings Enclosed <input type="radio"/> Y <input type="radio"/> N
2. PURCHASES/ACQUISITIONS – Separately list each and every purchase/acquisition of InnerWorkings Common Stock from after the opening of trading on February 15, 2012 through and including the close of trading on February 4, 2014 . (Must be documented.) (Free Deliveries or Transfers In are not eligible transactions – provide the original purchase transaction of the transferred shares) ¹				IF NONE, CHECK HERE <input type="radio"/>
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/ Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding taxes, commissions and fees)	Proof of Purchase/Acquisition Enclosed
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
3. SALES – Separately list each and every sale/disposition of InnerWorkings Common Stock from after the opening of trading on February 15, 2012 through and including the close of trading on February 4, 2014 . (Must be documented.) (Free Receipts or Transfers out are not eligible transactions – provide ultimate disposition of transferred shares)				IF NONE, CHECK HERE <input type="radio"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions and fees)	Proof of Sale Enclosed
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
4. ENDING HOLDINGS – State the total number of shares of InnerWorkings Common Stock held as of the close of trading on February 4, 2014 . If none, write “0” or “Zero.” (Must be documented.) _____				Proof Enclosed <input type="radio"/> Y <input type="radio"/> N

¹ Information requested with respect to your purchases/acquisitions of common stock from November 7, 2013 through February 4, 2014 is needed in order to balance your claim; purchases/acquisitions during this period, however, are not eligible to participate in the Settlement as these purchases/acquisitions are outside the Class Period and will not be used for purposes of calculating your Recognized Claim pursuant to the Plan of Allocation.

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

PART III: TRANSACTIONS IN PUBLICLY TRADED INNERWORKINGS CALL OPTIONS

1. BEGINNING HOLDINGS - At the opening of trading on **February 15, 2012**, I owned the following call option contracts on InnerWorkings Common Stock. (Must be documented):

Date of Purchase (Month/Day/Year)	Number of Contracts	Expiration Month and Year / Strike Price of Options (i.e. March 2012/\$40)	Purchase Price Per Contract	Amount Paid*	Exercised "E" or Expired "X" (leave blank if neither)	Exercise Date (Month/Day/Year)

2. PURCHASES/ACQUISITIONS – I made the following purchases/acquisitions of call option contracts on InnerWorkings Common Stock between **February 15, 2012** and **November 6, 2013**, inclusive. (Must be documented):

Date of Purchase (Month/Day/Year)	Number of Contracts	Expiration Month and Year / Strike Price of Options (i.e. March 2012/\$40)	Purchase Price Per Contract	Amount Paid*	Exercised "E" or Expired "X" (leave blank if neither)	Exercise Date (Month/Day/Year)

3. SALES – I made the following sales, regardless of when they occurred, of the above call options on InnerWorkings Common Stock that were purchased between **February 15, 2012** and **November 6, 2013**. (, must be documented):

Date of Sale (Month/Day/Year)	Number of Contracts	Expiration Month and Year / Strike Price of Options (i.e. March 2012/\$40)	Sale Price Per Contract	Amount Received*

* Excluding taxes, fees, and commissions.

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

PART IV: TRANSACTIONS IN PUBLICLY TRADED INNERWORKINGS PUT OPTIONS

1. BEGINNING HOLDINGS - At the opening of trading on **February 15, 2012**, I was obligated on the following put option contracts on InnerWorkings Common Stock. (Must be documented):

Number of Contracts	Expiration Month and Year / Strike Price of Options (i.e. March 2012/\$40)	Sale Price Per Contract	Amount Received*	Assigned "A" or Expired "E" (leave blank if neither)	Assign Date (Month/Day/Year)

2. SALES (WRITING) OF PUT OPTIONS – I wrote (sold) put option contracts on InnerWorkings Common Stock between **February 15, 2012** and **November 6, 2013**, inclusive, as follows. (Must be documented):

Date of Writing (Sale) (Month/Day/Year)	Number of Contracts	Expiration Month and Year / Strike Price of Options (i.e. March 2012/\$40)	Sale Price Per Contract	Amount Received*	Assigned "A" or Expired "E" (leave blank if neither)	Assign Date (Month/Day/Year)

3. COVERING TRANSACTIONS (REPURCHASES) – I made the following repurchases, regardless of when they occurred, of the above put option contracts on InnerWorkings Common Stock that were written (sold) on or before **November 6, 2013**. (, must be documented):

Date of Purchase (Month/Day/Year)	Number of Contracts	Expiration Month and Year / Strike Price of Options (i.e. March 2012/\$40)	Price Paid Per Contract	Aggregate Cost*

* Excluding taxes, fees, and commissions.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX

I. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

By signing and submitting this Proof of Claim and Release form, the claimant(s) or the person(s) acting on behalf of the claimant(s) certify(ies) that: I (We) submit this Claim Form under the terms of the Plan of Allocation of Net Settlement Fund described in the accompanying Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of Illinois (the “Court”) with respect to my (our) claim as a Class Member(s) and for purposes of enforcing the releases set forth in the Settlement. I (We) further acknowledge that I (we) will be bound by the terms of any judgment entered in connection with the Settlement in the Action, including the releases set forth therein. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in InnerWorkings securities, if required to do so. I (We) have not submitted any other claim covering the same transactions in InnerWorkings Common Stock or InnerWorkings Options during the Class Period and know of no other person having done so on my (our) behalf.

II. RELEASES, WARRANTIES, AND CERTIFICATION

1. I (We) hereby warrant and represent that I am (we are) a Settlement Class Member as defined in the Notice, that I am (we are) not excluded from the Settlement Class, that I am (we are) not one of the excluded Persons, as defined in the accompanying Notice, and that I (we) believe I am (we are) eligible to receive a distribution from the Net Settlement Fund under the terms and conditions of the Plan of Allocation, as set forth in the Notice.

2. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

3. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions and sales and other transactions in publicly traded

InnerWorkings Common Stock and InnerWorkings Options that occurred during the Class Period and the number of InnerWorkings securities held by me (us), to the extent requested.

4. I (We) certify that I am (we are) NOT subject to backup tax withholding. (If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)

I (We) declare that all of the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____, 2016

Signature of Claimant

(Type or print name of Claimant)

Signature of Joint Claimant, if any

(Type or print name of Joint Claimant, if any)

Signature of person signing on behalf of Claimant

(Type or print name of person signing, on behalf of Claimant)

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

REMINDER CHECKLIST:

1. Please sign this Claim Form on Page ___.
2. Remember to attach supporting documentation, if available. **DO NOT HIGHLIGHT ANY PORTION OF THE CLAIM FORM OR YOUR SUPPORTING DOCUMENTATION.**
3. Do NOT send original stock certificates or original brokerage statements. These items cannot be returned to you by the Claims Administration.
4. Keep a copy of your Claim Form and all documents submitted for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. **Your claim is not deemed submitted until you receive an acknowledgment postcard.** If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at (XXX) XXX-XXXX.
6. If you move after submitting this Claim Form, please notify the Claims Administrator of the change in your address. If you change your name, please notify the Claims Administrator
7. If you have any questions or concerns regarding your Claim Form, please contact the Claims Administrator at the address below or toll free at (XXX) XXX-XXXX, or visit www.XXXXXXXXXX.com

THIS CLAIM FORM MUST BE POSTMARKED OR RECEIVED NO LATER THAN

_____, 2016, ADDRESSED AS FOLLOWS:

InnerWorkings Securities Litigation
c/o GCG, LLC

Exhibit A-3

States Courthouse, 219 South Dearborn Street, Chicago, IL 60604 at __:__ __.m. on _____ __, 2016 to, among other things, determine whether: (1) the proposed Settlement should be approved by the Court as fair, reasonable, and adequate; (2) this Action should be dismissed with prejudice as set forth in the Stipulation and Agreement of Settlement, dated as of May 11, 2016; (3) the proposed Plan of Allocation for distribution of the Settlement Amount, and any accrued interest, less Court-awarded attorneys' fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other costs, fees, or expenses approved by the Court (the "Net Settlement Fund") should be approved as fair and reasonable; and (4) Lead Counsel's application for an award of attorneys' fees and payment of litigation expenses should be approved. The Court may change the date and/or time of the Settlement Hearing without providing another notice. You do NOT need to attend the Settlement Hearing in order to receive a distribution from the Net Settlement Fund.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT AND YOU MAY BE ENTITLED TO SHARE IN THE NET SETTLEMENT FUND. If you have not yet received the full Notice of Pendency of Class Action, Proposed Settlement and Motion for Attorneys' Fees and Expenses (the "Notice") and a Proof of Claim and Release form ("Proof of Claim"), you may obtain copies of these documents by contacting the Claims Administrator or visiting its website:

InnerWorkings Securities Litigation
c/o GCG, LLC
P.O. Box _____

____-____-____
www._____.com

Inquiries may also be made to Lead Counsel:

LABATON SUCHAROW LLP
Jonathan Gardner, Esq.
140 Broadway
New York, NY 10005
Tel: (888) 219-6877
www.labaton.com
settlementquestions@labaton.com

If you are a Settlement Class Member and wish to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim *postmarked or received on or before* _____, **2016**, establishing that you are entitled to a recovery. If you do not timely submit a valid Proof of Claim, you will not be eligible to share in the distribution of the Net Settlement Fund, but you will nevertheless be bound by all judgments and orders entered in the Action.

To exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions in the Notice such that it is *received on or before* _____, **2016**. If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you will be bound by all judgments and orders entered in the Action.

Any objection to the proposed Settlement, Plan of Allocation, and/or application for attorneys' fees and payment of litigation expenses must be filed with the Court in accordance with the instructions in the Notice such that it is *received on or before* _____, **2016**. If you submit an objection, you have the right, but are not required, to attend the Settlement Hearing; if you wish to speak at the Settlement Hearing, you must include in your written objection a statement that you intend to appear and speak at the Settlement Hearing.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS REGARDING THIS NOTICE.

Dated: _____, 2016

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS

Exhibit B

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PETER IKAI VAN NOPPEN, Individually and On Behalf of All Others Similarly Situated,)	
	)	Case No. 1:14-cv-01416
Plaintiff,	)	Hon. John Robert Blakey
)	
vs.)	
	)	CLASS ACTION
INNERWORKINGS, INC., ERIC D. BELCHER, and JOSEPH M. BUSKY,)	
)	
Defendants.)	
)	
)	

[PROPOSED] FINAL ORDER AND JUDGMENT

WHEREAS:

A. As of May 11, 2016, Lead Plaintiff Plymouth County Retirement System (“Plymouth” or “Lead Plaintiff”), on behalf of itself and the Settlement Class, on the one hand, and InnerWorkings, Inc. (“InnerWorkings” or the “Company”), Eric D. Belcher and Joseph M. Busky (the “Individual Defendants” and, collectively with InnerWorkings, the “Defendants”), on the other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the above-titled litigation (the “Action”);

B. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, entered _____, 2016 (the “Preliminary Approval Order”), the Court scheduled a hearing for _____, 2016, at ____:____ __.m. (the “Settlement Hearing”) to, among other things: (i) determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate, and

should be approved by the Court; (ii) determine whether a judgment as provided for in the Stipulation should be entered; and (iii) rule on Lead Counsel's Fee and Expense Application;

C. The Court ordered that the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the "Notice") and a Proof of Claim and Release form ("Proof of Claim"), substantially in the forms attached to the Preliminary Approval Order as Exhibits 1 and 2, respectively, be mailed by first-class mail, postage prepaid, on or before ten (10) business days after the date of entry of the Preliminary Approval Order ("Notice Date") to all potential Settlement Class Members who could be identified through reasonable effort, and that a Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the "Summary Notice"), substantially in the form attached to the Preliminary Approval Order as Exhibit 3, be published in *Investor's Business Daily* and transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date;

D. The Notice and the Summary Notice advised potential Settlement Class Members of the date, time, place, and purpose of the Settlement Hearing. The Notice further advised that any objections to the Settlement were required to be filed with the Court and served on counsel for the Parties such that they were received by _____, 2016;

E. The provisions of the Preliminary Approval Order as to notice were complied with;

F. On _____, 2016, Lead Plaintiff moved for final approval of the Settlement, as set forth in the Preliminary Approval Order. The Settlement Hearing was duly held before this Court on _____, 2016, at which time all interested Persons were afforded the opportunity to be heard; and

G. This Court has duly considered Lead Plaintiff's motion, the affidavits, declarations, memoranda of law submitted in support thereof, the Stipulation, and all of the submissions and arguments presented with respect to the proposed Settlement;

NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED AND DECREED that:

1. This Judgment incorporates and makes a part hereof: (i) the Stipulation filed with the Court on _____, 2016; and (ii) the Notice, which was filed with the Court on _____, 2016. Capitalized terms not defined in this Judgment shall have the meaning set forth in the Stipulation.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Settlement Class Members.

3. The Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies, for purposes of the Settlement only, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Settlement Class of: all persons and entities that purchased the publicly traded common stock and/or call options, and/or sold the put options, of InnerWorkings, Inc. during the period from February 15, 2012 through November 6, 2013, inclusive, and who were allegedly damaged thereby. Excluded from the Settlement Class are: (i) the Defendants; (ii) the officers and directors of the Company during the Class Period; (iii) members of the immediate families of the Individual Defendants and the officers and directors of the Company during the Class Period; (iv) Productions Graphics and its officers and directors during the Class Period; (v) any entity in which any Defendant has or had a controlling interest, including but not limited to Productions Graphics; and (vi) the legal representatives, heirs, successors, assigns, and affiliates of any such excluded party. Also excluded from the

Settlement Class are those Persons who have timely and validly sought exclusion from the Settlement Class and are listed on the annexed Exhibit A as having submitted an exclusion request allowed by the Court.

4. Pursuant to Fed. R. Civ. P. 23, and for purposes of the Settlement only, the Court hereby re-affirms its determinations in the Preliminary Approval Order and finally certifies Plymouth County Retirement System as Class Representative for the Settlement Class; and finally appoints the law firm of Labaton Sucharow LLP as Class Counsel for the Settlement Class and the law firm of Cohen Milstein Sellers & Toll PLLC is appointed as Local Counsel for the Settlement Class.

5. The Court finds that the mailing and publication of the Notice, Summary Notice, and Proof of Claim: (i) complied with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Settlement Class Members of the effect of the Settlement, of the proposed Plan of Allocation, of Lead Counsel's request for an award of attorney's fees and payment of litigation expenses incurred in connection with the prosecution of the Action, of Settlement Class Members' right to object or seek exclusion from the Settlement Class, and of their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the "PSLRA").

6. [There have been no objections to the Settlement.]

7. In light of the benefits to the Settlement Class, the complexity, expense and possible duration of further litigation against Defendants, the risks of establishing liability and damages, and the costs of continued litigation, the Court hereby fully and finally approves the Settlement as set forth in the Stipulation in all respects, and finds that the Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of Lead Plaintiff and the Settlement Class. This Court further finds the Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of Lead Plaintiff, the Settlement Class, and Defendants. The Settlement shall be consummated in accordance with the terms and provisions of the Stipulation.

8. The Amended Class Action Complaint filed on July 28, 2014 is dismissed in its entirety, with prejudice, and without costs to any Party, except as otherwise provided in the Stipulation.

9. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

10. Upon the Effective Date, Lead Plaintiff and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendant Parties.

11. Upon the Effective Date, Defendants, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

12. Each Settlement Class Member, whether or not such Settlement Class Member executes and delivers a Proof of Claim, is bound by this Judgment, including, without limitation, the release of claims as set forth in the Stipulation.

13. This Judgment and the Stipulation, whether or not consummated, and any discussions, negotiations, proceedings or agreements relating to the Stipulation, the Settlement, and any matters arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any allegation by Lead Plaintiff and the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to the Released Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any person or entity whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Lead Plaintiff, or any other member of the Settlement Class as evidence of any infirmity in the claims of Lead Plaintiff, or the other members of the Settlement Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of Defendants, Lead Plaintiff, any other member of the Settlement Class, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants, Lead Plaintiff, other members of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(d) do not constitute, and shall not be construed against Defendants, Lead Plaintiff, or any other member of the Settlement Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Lead Plaintiff, or any other member of the Settlement Class that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

14. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any Person to participate in the distribution of the Net Settlement Fund, shall remain under the authority of this Court.

15. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

16. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

17. The Parties are hereby directed to consummate the Stipulation and to perform its terms.

18. A separate order shall be entered regarding Lead Counsel's application for attorneys' fees and payment of expenses as allowed by the Court. A separate order shall be entered regarding the proposed Plan of Allocation for the Net Settlement Fund. Such orders shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

19. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement; (ii) the allowance, disallowance or adjustment of any Settlement Class Member's claim on equitable grounds and any award or distribution of the Settlement Fund; (iii) disposition of the Settlement Fund; (iv) any applications for attorneys' fees, costs, interest and payment of expenses in the Action; (v) all parties for the purpose of construing, enforcing and administering the Settlement and this

Judgment; and (vi) other matters related or ancillary to the foregoing. There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

DATED this _____ day of _____, 2016

BY THE COURT:

Honorable John Robert Blakey
UNITED STATES DISTRICT JUDGE

EXHIBIT A