

forth in End-Payor Plaintiffs' Second Consolidated Amended Class Action Complaint (the "Complaint");

WHEREAS, NTN denies End-Payor Plaintiffs' allegations and has asserted defenses to End-Payor Plaintiffs' claims;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined below) and counsel for NTN and this Agreement has been reached as a result of those negotiations;

WHEREAS, End-Payor Plaintiffs (through their counsel) have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims asserted in this Action against NTN, according to the terms set forth below, is in the best interest of End-Payor Plaintiffs and the Settlement Class because of the payment of the Settlement Amount and the value of the Cooperation (as those terms are defined below) that NTN has agreed to provide pursuant to this Agreement;

WHEREAS, the Action will continue against Defendants that are not Releasees (as those terms are defined below);

WHEREAS, NTN, despite its belief that it is not liable for the claims asserted and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against NTN with respect to Automotive Bearings based on the allegations in the Action, as more particularly set out below;

WHEREAS, NTN has agreed to provide Cooperation (defined below) to End-Payor Plaintiffs in the ongoing prosecution of the Action as set forth in the Agreement, and such

Cooperation will reduce End-Payor Plaintiffs' substantial burden and expense associated with prosecuting the Action; and

WHEREAS, End-Payor Plaintiffs recognize the benefits of NTN's Cooperation and recognize that because of joint and several liability, the Agreement with NTN does not impair End-Payor Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled to in the Action, including any such damages attributable to NTN's alleged conduct:

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees, as defined below, and except as hereinafter provided, without costs to End-Payor Plaintiffs, the Settlement Class, or NTN, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Automobile Dealer Settlement Class Counsel" shall refer to the law firms identified as Settlement Class Counsel in the settlement agreement between NTN and settlement class members in the Automobile Dealer case, Case No. 2:12-cv-00502-MOB-MKM.

2. "Automotive Bearings" shall have the same meaning as set forth in the operative Complaint as of the Execution Date.

3. "Cooperation" shall refer to those provisions set forth below in Section J.

4. "Cooperation Materials" means any information, testimony, Documents (as defined below) or other material provided by NTN under the terms of this Agreement.

5. "Defendant" means any party named as a defendant in the Action at any time up to and including the date when the Court has entered a final order certifying the Settlement Class

described in Paragraph 23 and approving this Agreement under Federal Rule of Civil Procedure 23(e).

6. “Document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronically stored information. A draft or non-identical copy is a separate document within the meaning of this term.

7. “End-Payor Plaintiff Class Representatives” means those Settlement Class Members defined in Paragraph 15, below, who are named plaintiffs in the Complaint.

8. “Indirect Purchaser States” means Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

9. “Opt-Out Deadline” means the deadline set by the Court for the timely submission of requests by Settlement Class Members to be excluded from the Settlement Class.

10. “Released Claims” means the Claims described in Paragraph 25.

11. “Releasees” shall refer to NTN and to all of their respective past and present, direct and indirect, parents, subsidiaries, and affiliates, including, but not limited to NTN Corporation, NTN USA Corporation, NTN-SNR Roulements SA, NTN Wälzlager (Europa) GmbH, the predecessors, successors and assigns of each of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. “Releasees”

does not include any Defendant in the Action other than NTN Corporation and NTN USA Corporation.

12. “Releasers” shall refer to End-Payor Plaintiffs Class Representatives and the members of the Settlement Class, as defined in Paragraph 13, below, and to their past and present officers, directors, supervisors, employees, agents, stockholders, members, attorneys, servants, representatives, parents, subsidiaries, affiliates, principals, partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing.

13. “Settlement Class” is defined as follows:

All persons and entities who, from January 1, 2000 through the Execution Date, purchased or leased a new Vehicle in the United States not for resale which included one or more Automotive Bearings as a component part, or indirectly purchased one or more Automotive Bearings as a replacement part, which were manufactured or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and persons who purchased Automotive Bearings directly for resale.

14. “Settlement Class Counsel” shall refer to the law firms of:

Robins Kaplan LLP
601 Lexington Avenue, Suite 3400
New York, NY 10022

Cotchett, Pitre & McCarthy, LLP
San Francisco Airport Office Center
840 Malcolm Road, Suite 200
Burlingame, CA 94010

Susman Godfrey L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067

15. “Settlement Class Member” means each member of the Settlement Class who has not timely elected to be excluded from the Settlement Class.

16. “Settlement Fund” shall be US \$6,574,000 plus accrued interest on said deposits set forth in Paragraph 27.

17. “Truck and Equipment Dealer Settlement Class Counsel” shall refer to the law firms identified as Settlement Class Counsel in the settlement agreement between NTN and settlement class members in the Truck and Equipment Dealer case, Case No. 2:14-cv-13356-MOB-MKM.

18. “Vehicles” shall refer to four-wheeled passenger automobiles, vans, sports utility vehicles, and crossover or pick-up trucks.

B. Approval of this Agreement and Dismissal of Claims Against NTN.

19. End-Payor Plaintiffs and NTN shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court’s approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete, and final dismissal with prejudice of the Action as to the Releasees only.

20. Within seven (7) business days after the Execution Date, including a reasonable opportunity for review by NTN, End-Payor Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the “Preliminary Approval Motion”). The Preliminary Approval Motion shall include (i) the proposed form of an order preliminarily approving this Agreement; and (ii) a proposed form of order and final judgment. The text of the foregoing items (i) and (ii) shall be agreed upon by End-Payor Plaintiffs and NTN before submission of the Motion.

21. End-Payor Plaintiffs shall at a time to be decided in End-Payor Plaintiffs’ sole discretion, and subject to NTN’s review and comment, submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all

members of the Settlement Class identified by End-Payor Plaintiffs (the “Notice Motion”). In order to mitigate the costs of notice, End-Payor Plaintiffs shall endeavor, if practicable, to disseminate notice of this settlement with notice of any other settlements reached. The Notice Motion shall include a proposed form of, method for, and date of dissemination of notice. NTN will be given an opportunity to review the proposed notice form and End-Payor Plaintiffs will in good faith consider any comments or proposed edits from NTN.

22. End-Payor Plaintiffs shall seek, and NTN will not object unreasonably to, the entry of an order and final judgment in the Action, the text of which End-Payor Plaintiffs and NTN shall agree upon in advance. The terms of the proposed order and final judgment will include, at a minimum, the substance of the following provisions:

(a) certifying the Settlement Class described in Paragraph 13, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as a settlement class for the Action;

(b) as to the Action, approving finally this settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

(c) directing that all Releasers shall, by operation of law, be deemed to have released all Releasees from the Released Claims;

(d) as to NTN, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(e) reserving exclusive jurisdiction over the settlement and this Agreement, including the interpretation, administration and consummation of this settlement, as well as over

NTN, for the duration of its provision of Cooperation pursuant to this Agreement, to the United States District Court for the Eastern District of Michigan;

(f) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal in the Action as to NTN shall be final; and

(g) providing that (i) the Court's certification of the Settlement Class is without prejudice to, or waiver of, the rights of any Defendant, including NTN, to contest certification of any other class proposed in the MDL Litigation, (ii) the Court's findings shall have no effect on the Court's ruling on any motion to certify any class in the MDL Litigation or on the Court's rulings concerning any Defendant's motion; and (iii) no party may cite or refer to the Court's approval of the Settlement Class as persuasive or binding authority with respect to any motion to certify any such class or any Defendant's motion.

23. This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class described in Paragraph 13 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and a final judgment dismissing the Action with prejudice as to NTN without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to NTN described in (i) hereof has expired and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, or in any way alter the judgment or final approved order or to toll the time for appeal of the judgment or, if appealed, approval of this Agreement and the final judgment as to NTN has been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal

Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that End-Payor Plaintiffs and NTN have executed this Agreement, End-Payor Plaintiffs and NTN shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 28(h), 46 or 50 of this Agreement.

24. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by NTN, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by NTN, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Action, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action or in any other arbitration, action or proceeding whatsoever against NTN. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by NTN, shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. Nothing in this Paragraph shall prevent End-Payor Plaintiffs from using and/or introducing into evidence Cooperation Materials produced pursuant to Section J subject to the limitations in those paragraphs, against any other Defendants in the Automotive Parts Antitrust Litigation, 12-md-02311, or to develop and promulgate a plan of allocation and distribution. Notwithstanding any other provision of this Agreement, the parties and their counsel further agree that this Agreement or any of its terms and provisions, or any and all negotiations, documents and discussions associated with them, or any other statements made by counsel for NTN in connection with or as part of this settlement, shall be governed by Federal Rule

of Evidence 408. Nothing in this paragraph shall be construed to limit the use of this Agreement to enforce its terms.

C. Release, Discharge, and Covenant Not to Sue.

25. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 23 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 27 of this Agreement, into the Settlement Fund, the Cooperation provided pursuant to Section J of this Agreement, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) under any federal, state, or local law of any jurisdiction in the United States, that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any conduct alleged in the Complaint or any act or omission of the Releasees (or any combination thereof), concerning Automotive Bearings, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in any class action or other complaints filed in the Action concerning Automotive Bearings (the "Released Claims"), provided, however, that nothing herein shall release: (1) any claims made by direct purchasers of Automotive Bearings; (2) any claims made by Settlement Class Members and any potential Settlement Class Members who have validly and

timely requested to be excluded from the Settlement Class in the Automobile Dealer case, Case No. 2:12-cv-00502-MOB-MKM, as that term is defined in the Settlement Agreement between NTN and Automobile Dealer Plaintiffs in that case; (3) any claims made by Settlement Class Members and any potential Settlement Class Members who have validly and timely requested to be excluded from the Settlement Class in the Truck and Equipment Dealer case, Case No. 2:14-cv-13356-MOB-MKM, as that term is defined in the Settlement Agreement between NTN and Truck and Equipment Dealer Plaintiffs in that case; (4) any claims made by any State, State agency, or instrumentality or political subdivision of a State, as to government purchases and/or penalties; (5) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, warranty, securities, or similar claim relating to Automotive Bearings; (6) claims concerning any automotive part other than Automotive Bearings; (7) claims under laws other than those of the United States and the states thereof relating to purchases of Automotive Bearings made outside of the United States; and (8) claims under federal law, or the state or local laws of any jurisdiction other than an Indirect Purchaser State. Releasors shall not, after the date of this Agreement, seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims unless the Agreement is, for any reason, not finally approved or terminated.

26. In addition to the provisions of Paragraph 25 of this Agreement, Releasors hereby expressly waive and release, with respect to the Released Claims, upon this Agreement becoming final, any and all provisions, rights, and benefits, as to their claims concerning Automotive Bearings, conferred by § 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.
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 SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 25 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that NTN and End-Payor Plaintiffs have agreed to release pursuant to Paragraph 25, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

27. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, NTN shall pay or cause to be paid the settlement amount of US \$6,574,000 (the "Settlement Amount"). The Settlement Amount shall be paid in United States Dollars into an escrow account to be administered in accordance with the provisions of Paragraph 28 of this Agreement (the "Escrow Account") within 30 (thirty) days of the Execution Date hereof.

E. Escrow Account.

28. (a) The Escrow Account will be established at Wells Fargo Bank, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to Settlement Class Counsel and NTN, such escrow to be subject to the Court's supervision and control.

(b) The Escrow Agent shall cause the Settlement Amount to be deposited in the Escrow Account to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money

market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates.

(c) All Funds held in the Escrow Account 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 distributed pursuant to this Agreement or further order(s) of the Court.

(d) End-Payor Plaintiffs and NTN agree to treat the Settlement Fund as being at all times a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 28, including the relation-back election (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator shall be Settlement Class Counsel. Settlement Class Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(l)). Such returns (as well as the election described in Paragraph 28(d)) shall be consistent with Paragraph 28(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the

Settlement Fund shall be paid out of the applicable Settlement Fund as provided in Paragraph 28(f) hereof.

(f) All (1) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon NTN or any other Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (“Taxes”); and (2) expenses and costs incurred in connection with the operation and implementation of Paragraphs 28(d) through 28(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Paragraph 28(f) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither NTN nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any Funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). NTN shall not be responsible or have any liability therefor. End-Payor Plaintiffs and NTN agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 28(d) through 28(f).

(h) If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 13, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by NTN into the Settlement Fund (other than costs expended or incurred in accordance with this Paragraphs 28 and Paragraph 30), shall be returned to NTN from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement and/or Settlement Class.

F. Exclusions.

29. Subject to Court approval, any person or entity seeking exclusion from the Settlement Class must file a written request for exclusion by the Opt-Out Deadline. Any person or entity that files such a request shall be excluded from the Settlement Class and shall have no rights with respect to this settlement. Subject to Court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable Court approved notice of settlement to be disseminated to the members of the Settlement Class will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed Settlement Class Member(s) and shall be bound by the Agreement upon final approval. Settlement Class Counsel shall, within ten (10) business days of the Opt-Out Deadline, provide NTN with a list and copies of all opt out requests it receives and shall file under seal with the Court a list of all members of the Settlement Class who timely and validly opted out of the settlement.

(a) Subject to Court Approval, any member of the Settlement Class who submits a valid and timely request for exclusion will not be a Settlement Class Member and shall not be bound by the terms of this Agreement. NTN reserves all of its legal rights and defenses, including

but not limited to any defenses relating to whether any excluded member of the Settlement Class is an indirect purchaser of Automotive Bearings or has standing to bring any claim against NTN.

(b) Subject to Court Approval, the notice of settlement and final judgment to be disseminated to the Settlement Class will require that all written requests for exclusion include the full name, address and telephone number of the member of the Settlement Class who is seeking exclusion, and a statement that the member wishes to be excluded from the Settlement Class.

G. Payment of Expenses.

30. NTN agrees to permit use of a maximum of US \$375,000 of the Settlement Fund on a recoupable basis towards the cost of providing notice to the Settlement Class and the costs of administration of the Settlement Fund. The notice and administration expenses (up to the maximum of US \$375,000) are not recoupable by NTN if this settlement does not become final or is terminated to the extent such expenses are paid or incurred for notice and administration costs. Other than as set forth in this Paragraph 30 and Paragraph 28, NTN shall not be liable for any of the costs or expenses of the litigation incurred by End-Payor Plaintiffs in the Action including attorneys' fees; fees and expenses of expert witnesses and consultants; and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for Settlement Class administration, notice, and/or costs.

H. The Settlement Fund.

31. Releasors shall look solely to the Settlement Fund for settlement and satisfaction against the Releasees of all Released Claims, and shall have no other recovery against NTN or any Releasee for any Released Claims.

32. After this Agreement becomes final within the meaning of Paragraph 23, the Settlement Fund shall be distributed in accordance with a plan to be submitted to the Court at an

appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, with the exception of the provisions set forth in Paragraph 30 of this Agreement.

33. End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed subject to Court approval and indemnified solely out of the Settlement Fund for their costs and expenses. NTN and the other Releasees shall not be liable for any costs, fees, or expenses of any of End-Payor Plaintiffs' or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

I. Settlement Class Counsel's Attorneys' Fees, Reimbursement of Expenses, and Incentive Awards for Class Representatives.

34. (a) Settlement Class Counsel may, after preliminary approval of the Agreement and notice to the Settlement Class, submit an application to the Court (the "Fee and Expense Application") for: (i) an award of attorneys' fees not in excess of one-third of the Settlement Fund, plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action and incentive awards, plus interest on such attorneys' fees, costs and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Settlement Class Counsel reserve the right to make additional applications from time to time for fees and expenses incurred and reasonable incentive awards, but in no event shall Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Fund.

(b) Subject to Court approval and except as provided herein, End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses. Attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refund or repayments to the Settlement Fund, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraph 50.

(c) The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, and incentive awards for class representatives to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the settlement, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

(d) Neither NTN nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel of any Fee and Expense Award in the Action.

(e) Neither NTN nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among

Settlement Class Counsel, and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

J. Cooperation.

35. In return for the release and discharge provided herein, NTN agrees to pay the Settlement Amount, and further agrees to use its best efforts to provide Cooperation to End-Payor Plaintiffs as set forth below, until the later of the entry of final judgments or judgments with respect to all of the remaining defendants in the Action or dismissal with prejudice of those defendants and when such judgment or dismissal becomes “final” as described in Paragraph 23(ii). All such Cooperation shall occur in a manner that is consistent with NTN’s obligations to any competition authority in any jurisdiction worldwide (“Government Entity”), to the extent such compliance continues to be required.

36. Identity of Individuals. Within five (5) business days of the Court’s granting of the Preliminary Approval Motion, Counsel for NTN shall provide Settlement Class Counsel with the identity of all current and former employees, directors and officers of NTN who: (1) were interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging and market allocation of Automotive Bearings; (2) appeared before the grand jury in the DOJ’s investigation into alleged antitrust violations with respect to Automotive Bearings; and/or (3) were disclosed to the DOJ as having knowledge or information relating to the DOJ’s investigation into alleged antitrust violations with respect to Automotive Bearings.

37. Transactional Data. NTN will use its best efforts to complete the production of transactional data, no later than 45 days after the filing of the Preliminary Approval Motion (or 75 days after the filing of the Preliminary Approval Motion should, before the 45 days have elapsed, the deadline for the End-Payor Plaintiffs to file their motion in support of class certification be

extended from March 20, 2017 to a date more than 30 days after March 20, 2017), concerning NTN's bids for and sales of Automotive Bearings sold to Original Equipment Manufacturers, or other purchasers of Automotive Bearings. The time period for this production will be from January 1, 1998 through the Execution Date. In addition, NTN will provide, in response to a written request from Settlement Class Counsel, a single production of electronic transactional data generated during the two years after the Execution Date of this Agreement concerning Automotive Bearings, as it exists in NTN's electronic databases at the time of the request, within sixty (60) days of the receipt of such request. NTN will preserve such transactional data until two years after the Execution Date of this Agreement. NTN will produce transaction data only from existing electronic transaction databases, except that NTN will consider in good faith any request made by Settlement Class Counsel that it produce existing hard copy records of sales transactions not recorded or maintained electronically in the existing electronic sales transaction data base.

38. In addition, after conducting a reasonable search, NTN shall, to the best of its knowledge, identify those Vehicles sold in the United States from 2000 through the Execution Date of this Agreement that contain Automotive Bearings sold by NTN.

39. Documents. NTN will use its best efforts to complete the production of the following Documents, including any English translations, to the extent they exist, no later than 45 days after the filing of the Preliminary Approval Motion (or 75 days after the filing of the Preliminary Approval Motion should, before the 45 days have elapsed, the deadline for the End-Payor Plaintiffs to file their motion in support of class certification be extended from March 20, 2017 to a date more than 30 days after March 20, 2017): (1) To the extent not already produced, pre-existing business Documents produced to or seized by the DOJ, EU, or JFTC. For Documents seized by the JFTC concerning the JFTC's investigation of alleged price-fixing, bid rigging and market allocation of

Automotive Bearings, only those Documents from the files of previously agreed-upon custodians must be produced; (2) Documents in the files of NTN's custodians and in central files responsive to interrogatories and requests for production served on it before the Execution Date of this Agreement, subject to any agreements reached by the parties in the course of the parties' meet and confer discussions; (3) documents concerning NTN's determination of its prices for Automotive Bearings sold in the United States and/or for use in Vehicles to be sold in the United States, subject to any agreements reached by the parties in the course of the parties' meet and confer discussions; (4) documents from NTN's centralized files showing how NTN employees were trained or instructed to bid and set prices for Automotive Bearings in the United States and/or for Vehicles to be sold in the United States, subject to any agreements reached by the parties in the course of the parties' meet and confer discussions; and (5) documents relating to issued requests for quotation ("RFQ") bids submitted in response to RFQs, RFQ award notifications, and post-award price adjustments in the United States and/or for Automotive Bearings for use in Vehicles to be sold in the United States subject to any agreements reached by the parties in the course of the parties' meet and confer discussions. As to Documents in NTN's possession, custody, or control that are not listed above, NTN will consider in good faith any reasonable request by End-Payor Plaintiffs to collect and produce such Documents, provided the request would not impose an undue burden on NTN. NTN shall not be required to produce any Documents under this Paragraph if the disclosure or production of such Documents is prohibited by any relevant law (including, but not limited to, foreign laws), Government Entity, or court order.

40. In addition, NTN shall use its best efforts to provide additional Cooperation to Settlement Class Counsel as set forth in this Section J. All Cooperation shall be coordinated, to the extent reasonably practicable between Settlement Class Counsel, Automobile Dealer Settlement

Class Counsel, and, Truck and Equipment Dealer Settlement Class Counsel, in such a manner so as to avoid all unnecessary duplication and expense. To the extent reasonably practicable, the interviews, depositions and discovery responses provided pursuant to the below obligations shall be coordinated with, and occur at the same time as, the interviews, depositions and discovery responses to be provided in a contemporaneous settlement of claims in the Automobile Dealer case, Case No. 2:12-cv-00502-MOB-MKM, and, the Truck and Equipment Dealer case, Case No. 2:14-cv-13356-MOB-MKM.

41. Attorney Proffer, Witness Interviews, Depositions and Trial Testimony. NTN shall use its best efforts to cooperate with Settlement Class Counsel as set forth in this Section J.

(a) Upon reasonable notice following the filing of the Preliminary Approval Motion, NTN's counsel will make themselves available at a mutually agreed upon location in the United States for one meeting of one business day to provide an attorney's proffer of facts known to them regarding conduct relevant to End Payor Plaintiffs' claims relating to the sales of automotive bearings.

(b) Upon reasonable notice, but no sooner than 30 days following the filing of the Preliminary Approval Motion (and no sooner than 60 days after the filing of the Preliminary Approval Motion should, before the 30 days have elapsed, the deadline for the End-Payor Plaintiffs to file their motion in support of class certification be extended from March 20, 2017 to a date more than 30 days after March 20, 2017), NTN agrees to make available for interviews with Settlement Class Counsel and settlement class counsel in the Automobile Dealership Actions ("Auto Dealer Settlement Class Counsel"), at Settlement Counsel's discretion, via either videoconference or at a mutually agreeable location, up to four (4) persons who Settlement Class Counsel and Auto Dealer Settlement Class Counsel jointly select who the parties reasonably and in good faith believe possess

knowledge of facts or information that would reasonably assist End-Payor Plaintiffs in the prosecution of the Automotive Bearings claims in Automotive Parts Litigation, 12-md-02311. Interviews shall each be limited to a total of seven (7) hours over one day. To the extent that the person to be interviewed requests an interpreter, interviews shall be limited to a total of thirteen (13) hours, which would occur over two (2) consecutive days at the request of the interviewee.

(c) Upon reasonable notice following the filing of the Preliminary Approval Motion, NTN shall make those same four persons referred to in subsection (b) above available for depositions, provide declarations or affidavits from the same persons, and make those persons available to testify at trial. If NTN is unable to make those same persons available for interviews and depositions, or provide declarations and affidavits, then Settlement Class Counsel may select a substitute interviewee, deponent or declarant. The depositions shall be conducted at a mutually agreed-upon location in the United States, and shall be limited to a total of seven (7) hours over one (1) day unless the deposition is conducted in a language other than English and an interpreter is requested, in which case the deposition shall be limited to a total of thirteen (13) hours over two (2) consecutive days. If the interview, deposition or trial takes place outside the country of the witness's residence, Settlement Class Counsel and Auto Dealer Settlement Class Counsel shall together reimburse half the reasonable travel costs incurred by such persons, but in no event shall Settlement Class Counsel be responsible for reimbursing such persons for time or services rendered. Such travel expenses may include economy airfare, but not airfare for business or first class seats. Reimbursable expenses shall not exceed \$1,500 per interviewee or deponent to be allocated between Settlement Class Counsel and Auto Dealer Settlement Class Counsel. If the interview and the above-described deposition occur during the same trip, the above-limitations will apply to that trip.

(d) In addition to its Cooperation obligations set forth herein, NTN agrees to produce through affidavit(s), declaration(s) and/or at trial, in Settlement Class Counsel's discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any Documents or transactional data produced or to be produced by NTN. Settlement Class Counsel agrees to use their best efforts to obtain stipulations that would avoid the need to call NTN witnesses at trial for the purpose of obtaining such evidentiary foundations.

42. In the event that NTN produces Documents or provides declarations or written responses to discovery to any party or nonparty in the actions in the MDL Litigation, concerning or relating to the Action ("Relevant Production"), NTN shall produce all such Documents, declarations or written discovery responses to End-Payor Plaintiffs contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by NTN to End-Payor Plaintiffs. In addition, NTN shall provide End-Payor Plaintiffs with all cooperation it provides to any other party in this MDL Litigation, including but not limited to, the Direct Purchaser Plaintiffs. This Agreement does not restrict Settlement Class Counsel from attending and/or participating in any deposition in the MDL Litigation noticed by any other party in the MDL Litigation. Settlement Class Counsel may attend, cross-notice, and/or participate in any depositions of NTN's witnesses in addition to the depositions set forth in Paragraph 41 above, and Settlement Class Counsel together with Automobile Dealer Settlement Class Counsel may ask questions for up to three (3) hours at such deposition, provided that the time for participation of Settlement Class Counsel and Automobile Dealer Settlement Class Counsel shall not expand the time permitted for the deposition as may be provided by the Court, and Settlement Class Counsel will not ask the Court to enlarge the time of any deposition noticed of an NTN current or former

employee. Participation by Settlement Class Counsel in the depositions discussed in this Paragraph will not limit the number of depositions to be provided under Paragraph 41 above. End-Payor Plaintiffs and Settlement Class Counsel agree to use their best efforts to ensure that any depositions taken under Paragraph 41 above are coordinated with any other deposition noticed in the MDL Litigation to avoid unnecessary duplication.

43. If any Document protected by the attorney-client privilege, attorney work-product protection, or any other privilege is accidentally or inadvertently produced, its production shall in no way be construed to have waived any privilege or protection attached to such Document. Upon notice by NTN of such inadvertent production, the Document shall promptly be destroyed and/or returned to NTN and shall not be used by Settlement Class Counsel for any purpose. This Agreement, together with the Protective Order in the Action, brings any inadvertent production by NTN within the protections of Federal Rule of Evidence 502(d), and Settlement Class Counsel will not argue that production to any person or entity made at any time suggests otherwise.

44. End-Payor Plaintiffs and Settlement Class Counsel agree they will not use the information provided by NTN or the Releasees or their representatives under this Section for any purpose other than the prosecution of the Automotive Parts Litigation, 12-md-02311, provided they do not employ such information against NTN, and will not use it beyond what is reasonably necessary for the prosecution of the actions in 12-md-02311 or as otherwise required by law. All Documents and other information provided pursuant to this Agreement will be deemed "Highly Confidential," as said designation is defined in the Protective Order entered in the Action.

45. NTN's obligations to provide Cooperation shall not be affected by the releases set forth in this Settlement Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, NTN's obligations to provide Cooperation under this Agreement shall continue

only until otherwise ordered by the Court, or the date that “final” judgment as described in Paragraph 23(ii) has been entered in the Action against all Defendants.

46. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 19-23 hereof, including final approval of the “Settlement Class” as defined in Paragraph 13, or in the event that it is terminated by either party under any provision herein, the parties agree that neither End-Payor Plaintiffs nor Settlement Class Counsel shall be permitted to introduce into evidence against NTN, at any hearing or trial, or in support of any motion, opposition or other pleading in the Action or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of the Action, any deposition testimony or any documents provided by NTN and/or the Releasees, their counsel, or any individual made available by NTN pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). Notwithstanding anything contained herein, End-Payor Plaintiffs and the Settlement Class are not relinquishing any rights to pursue discovery against NTN in the event that this Agreement fails to receive final approval by the Court in the Action as contemplated in Paragraphs 19-23 hereof, including final approval of the Settlement Class as defined in Paragraph 13, or in the event that it is terminated by either party under any provision herein.

47. NTN need not respond to discovery requests from End-Payor Plaintiffs or otherwise participate in the Action during the pendency of the Agreement, other than as set forth in the Cooperation provisions above. Other than to enforce the terms of this Agreement, neither NTN nor End-Payor Plaintiffs shall file motions against the other, in the Action, during the pendency of the Agreement.

48. Except as provided in this Paragraph, NTN and End-Payor Plaintiffs agree not to disclose publicly or to any other person the fact of or terms of this Agreement until the Preliminary Approval Motion is submitted to the Court.

(a) NTN and End-Payor Plaintiffs may disclose the Agreement itself and the terms and conditions thereof: (i) to persons for whom such information is necessary to effectuate the provisions of the Agreement (and who shall be advised of its confidentiality and be requested to agree to this provision); (ii) to those employees and outside professional advisors (e.g., accountants, lawyers, tax advisors, etc.) who need to be aware of this Agreement or its terms in the ordinary course of business to perform their duties and to properly advise NTN and End-Payor Plaintiffs; (iii) to the extent such disclosure is required for enforcement of this Agreement; (iv) for the preparation of financial records (e.g., tax returns, financial statements, etc.); (v) as required by law for the purpose of financial reporting (e.g., securities notices, filings, and/or disclosures, etc.) or (vi) as otherwise required by law, including, for example, compliance with legally authorized discovery procedures.

(b) NTN may disclose the fact that it has settled with End-Payor Plaintiffs, without disclosing the settlement terms, to counsel for other Defendants in the Action.

49. If Settlement Class Counsel believes that any current employee, officer, or director of NTN has refused to cooperate under the terms of this Agreement, Settlement Class Counsel may seek an Order from the Court compelling such current employee, officer or director of NTN to provide discovery.

K. Rescission if this Agreement is Not Approved or Final Judgment Is Not Entered.

50. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Class in accordance with the specific settlement class definition

set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgments provided for in Paragraph 23 of this Agreement, or if the Court enters the final judgments and appellate review is sought, and on such review, such final judgments are not affirmed in their entirety, then NTN and End-Payor Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 62. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

51. In the event that this Agreement does not become final, or this Agreement otherwise is terminated pursuant to Paragraph 50, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to NTN less only disbursements made in accordance with Paragraphs 28 and 30 of this Agreement. NTN expressly reserves all of their rights and defenses if this Agreement does not become final.

52. Further, and in any event, End-Payor Plaintiffs and NTN agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by NTN, or the other Releasees, to be used against NTN, or of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the Action, or by any person or entity in any other action, to be used against NTN and evidence thereof shall not be discoverable or used in any way, whether in the Action or in any other action or proceeding, against NTN. Nothing in this Paragraph shall prevent

End-Payor Plaintiffs from using Cooperation Materials produced pursuant to Section J, subject to the limitations in those paragraphs, against any other Defendants in the Automotive Parts Litigation, 12-md-02311.

53. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement as well as Cooperation by NTN.

54. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 19-23 hereof, appropriate notice 1) of the settlement; and 2) of a hearing at which the Court will consider the approval of this Settlement Agreement, will be given to the Settlement Class.

L. Miscellaneous.

55. NTN shall submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

56. This Agreement does not settle or compromise any claim by End-Payor Plaintiffs or any Settlement Class Member asserted in the Complaint or, if amended, any subsequent Complaints, against any Defendant or alleged co-conspirator other than the Releasees. All rights against such other Defendants or alleged co-conspirators are specifically reserved by End-Payor Plaintiffs and the Settlement Class. All rights of any Settlement Class Member against any and all former, current, or future Defendants or co-conspirators or any other person other than the Releasees, for sales made by NTN and NTN's alleged illegal conduct, are specifically reserved by End-Payor Plaintiffs and Settlement Class Members. NTN's sales to the Settlement Class and its alleged illegal conduct shall, to the extent permitted or authorized by law, remain in the Action as a potential basis for damage

claims and shall be part of any joint and several liability claims against other current or future Defendants in the Action or other persons or entities other than the Releasees.

57. The United States District Court for the Eastern District of Michigan shall retain jurisdiction over the interpretation, implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by End-Payor Plaintiffs and NTN. This Agreement shall be governed by and interpreted according to the substantive laws of the state of Michigan without regard to its choice of law or conflict of laws principles. NTN will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

58. This Agreement constitutes the entire, complete and integrated agreement among End-Payor Plaintiffs and NTN pertaining to the settlement of the Action against NTN, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations and discussions, either oral or written, between End-Payor and NTN in connection herewith. This Agreement may not be modified or amended except in writing executed by End-Payor Plaintiffs and NTN and approved by the Court.

59. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of End-Payor Plaintiffs and NTN. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by End-Payor Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasees. The Releasees (other than the NTN entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

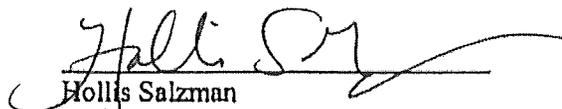
60. This Agreement may be executed in counterparts by End-Payor Plaintiffs and NTN, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

61. Neither End-Payor Plaintiffs nor NTN shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

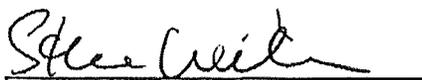
62. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by facsimile, or electronic mail or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

63. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

November 14, 2016



Hollis Salzman
Bernard Persky
William V. Reiss
ROBINS KAPLAN LLP
601 Lexington Avenue, Suite 3400
New York, NY 10022
Telephone: (212) 980-7400
Facsimile: (212) 980-7499
HSalzman@RobinsKaplan.com
BPersky@RobinsKaplan.com
WReiss@RobinsKaplan.com

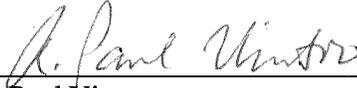


Steven N. Williams
Demetrius X. Lambrinos
Elizabeth Tran
COTCHETT, PITRE & McCARTHY, LLP
San Francisco Airport Office Center
840 Malcolm Road, Suite 200
Burlingame, CA 94010
Telephone: (650) 697-6000
Facsimile: (650) 697-0577
swilliams@cpmlegal.com
dlambrinos@cpmlegal.com
etran@cpmlegal.com



Marc M. Seltzer
Steven G. Sklaver
SUSMAN GODFREY L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067-6029
Telephone: (310) 789-3100
Facsimile: (310) 789-3150
mseltzer@susmangodfrey.com
ssklaver@susmangodfrey.com

November 16, 2016



A. Paul Victor
Jeffrey L. Kessler
Jeffrey J. Amato
Molly M. Donovan
WINSTON & STRAWN LLP
200 Park Avenue
New York, NY 10166-4193
Telephone: (212) 294-6700

Fred K. Herrmann (P49519)
KERR, RUSSELL AND WEBER,
PLC
500 Woodward Avenue, Suite 2500
Detroit, MI 48226
Telephone: (313) 961-0200
**Counsel for Defendants NTN Corporation and NTN
USA Corporation**