
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

FORM 8-K

**Current Report Pursuant to Section 13 or 15(d)
Of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **June 27, 2018**

INTERSECTIONS INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

000-50580

(Commission File Number)

54-1956515

(IRS Employer Identification No.)

3901 Stonecroft Boulevard

Chantilly, Virginia 20151

(Address of Principal Executive Offices) (Zip Code)

(703) 488-6100

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (Sec.230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (Sec.240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. **Entry into a Material Definitive Agreement**

On June 27, 2018, Intersections Inc. (the “Company”) entered into promissory notes (the “Bridge Notes”) to borrow a total of \$3.0 million from Loeb Holding Corporation (\$2.0 million) and David A. McGough (\$1.0 million). The Bridge Notes provide (a) for a maturity date of June 30, 2019, (b) for an interest rate equivalent to the interest rate pursuant to that certain Credit Agreement dated as of April 20, 2017 (as amended) (the “Credit Agreement”) among Intersections Inc., the Other Credit Parties party thereto, and PEAK6 Investments, L.P., and (c) that the Company or the holder may convert or exchange the principal and interest of such Bridge Note into securities to be sold by the Company in a “qualified financing” (an offering of debt and/or equity securities with net proceeds of at least \$10 million (inclusive of the Bridge Notes) to the Company) . All of the obligations of the Company under the Bridge Notes are subordinated to the extent provided for in the subordination agreements dated as of June 27, 2018 (the “Subordination Agreements”) among the Borrower, the Lender and Peak6 Strategic Capital LLC. The net proceeds of the Note shall be used by the Company to make required prepayments under the Credit Agreement.

Loeb Holding Corporation beneficially owns 9,743,640 shares, or approximately 40%, of the Company’s outstanding shares of Common Stock and is the Company’s largest stockholder. Thomas L. Kempner, one of the Company’s directors, is the Chairman and Chief Executive Officer and the beneficial owner of a majority of the voting stock of Loeb Holding Corporation. Bruce L. Lev, one of the Company’s directors, is a Managing Director of Loeb Holding Corporation. David A. McGough is a director of the Company and beneficially owns 725,038 shares, or approximately 3% of the Company’s outstanding shares of Common stock.

The transaction was negotiated and approved by the Audit Committee of the Board of Directors.

The foregoing descriptions of the Bridge Notes and the Subordination Agreements do not purport to be complete and are qualified in their entirety by reference to the Notes and Subordination Agreements (the Transaction Documents), copies of which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4 to this Form 8-K and are incorporated herein by reference. Such agreements and instruments are not intended to provide any other factual information about the Company. The Transaction Documents contain certain representations and warranties. Investors and security holders should not rely on the representations and warranties as characterizations of the actual state of facts because they are made only as of the respective dates of such documents. In addition, information concerning the subject matter of the representations and warranties may change after the respective dates of such documents, and such subsequent information may not be fully reflected in the Company’s public disclosures.

Item 2.03. **Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The information set forth in Item 1.01 is incorporated by reference into this Item 2.03.

Item 3.02. **Unregistered Sales of Equity Securities**

The information set forth in Item 1.01 is incorporated by reference into this Item 2.03.

Item 7.01. Regulation FD Disclosure

The Company is continuing its process to refinance the Credit Agreement, which could include equity and debt financings. The objectives of the refinancing are to provide additional liquidity to the Company, reduce interest expense and increase the Company's financial flexibility. The consummation and actual terms of any refinancing transaction are subject to a number of factors, including market conditions, negotiation and execution of definitive agreements and satisfaction of customary closing conditions. There can be no assurance that the Company will be able to consummate the refinancing transaction on favorable terms or at all. If capital is raised through the issuance of equity or equity-like securities, existing stockholders could suffer significant dilution, and if the Company raises capital through the issuance of debt securities or other borrowings, such securities or borrowings could have rights senior to the Company's common stock, could result in increased interest expense and other costs, and could contain additional covenants that could restrict operations and other activities.

Cautionary Note Regarding Forward-Looking Statements:

Statements in this Current Report on Form 8-K relating to future plans, results, performance, expectations, achievements and the like are considered "forward-looking statements" under the Private Securities Litigation Reform Act of 1995. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. Those forward-looking statements involve known and unknown risks and uncertainties and are subject to change based on various factors and uncertainties that may cause actual results to differ materially from those expressed or implied by those statements, including our ability to obtain debt and/or equity financing to refinance our debt obligations under our term loan, including to make the required minimum monthly payments and at maturity on December 31, 2018; our maintaining compliance with the obligations and covenants under our term loan, including those that could result in acceleration of the maturity of our indebtedness; our ability to maintain sufficient liquidity and produce sufficient cash flow to fund our business and growth strategy; the success of our CEO search; the success of our strategic objectives; our ability to meet the targets disclosed by management with respect to costs and revenue, and that these targets do not represent historical performance, projected results or guidance; our ability to generate revenue from our partner sales strategy and business development pipeline with our distribution partners; the timing and success of new product launches and other growth initiatives, including our Identity Guard® with Watson™ service; the continuing impact of the regulatory environment on our business; the continued dependence on a small number of financial institutions for a majority of our revenue and to service our U.S. financial institution customer base; our ability to execute our strategy and previously announced transformation plan; our incurring additional restructuring charges; our incurring additional charges for non-income business taxes or otherwise, or impairment costs or charges on goodwill and/or other assets; our ability to control costs; our failure to protect private data due to a security breach or other unauthorized access; and the impact of our recent senior management changes. Factors and uncertainties that may cause actual results to differ include but are not limited to the risks disclosed under "Forward-Looking Statements," "Item 1. Business—Government Regulation," "Item 1A. Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" in the Company's most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q and in its recent other filings with the U.S. Securities and Exchange Commission. The Company undertakes no obligation to revise or update any forward-looking statements unless required by applicable law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Promissory Note issued to Loeb Holding Corporation in the principal amount of \$2,000,000
10.2	Promissory Note issued to David A. McGough in the principal amount of \$1,000,000
10.3	Subordination Agreement dated as of June 27, 2018 among Intersections Inc., Loeb Holding Corporation and Peak6 Strategic Capital LLC
10.4	Subordination Agreement dated as of June 27, 2018 among Intersections Inc., David A. McGough and Peak6 Strategic Capital LLC

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: June 27, 2018

INTERSECTIONS INC.

By: /s/ Tracy Ward

Name: Tracy Ward

Title: Principal Accounting
Officer

EXECUTION COPY

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

PROMISSORY NOTE

\$2,000,000.00

Date: June 27, 2018
New York, New York

FOR VALUE RECEIVED, the undersigned, INTERSECTIONS INC., a Delaware corporation ("Borrower"), with offices at 3901 Stonecroft Boulevard, Chantilly, Virginia 20151, hereby promises to pay to the order of LOEB HOLDING CORPORATION, 100 Wall Street - 19th floor, New York, NY 10005, Attention; Bruce L. Lev, Esq. ("Lender"), the principal amount set forth above plus interest thereon from the date hereof, in U.S. Dollars, in immediately available funds.

1. Interest. The per annum rate of interest to be charged on the outstanding principal amount is at the Interest Rate (as herein defined). "Interest Rate" means the highest interest rate from time to time in effect under the Credit Agreement dated as of April 20, 2017 (as amended from time to time, the "Credit Agreement") among the Borrower, certain other parties thereto and Peak6 Investments, L.P. Interest shall be calculated by the Lender from time to time.

2. Payments. Interest on the outstanding principal amount evidenced by this Note is payable on such date as any principal is payable hereunder. If any amount becomes due and payable hereunder on a Saturday, Sunday or public or other banking holiday under the law of the State of New York, with respect to such amount the payment date shall be extended to the next succeeding business day, and interest shall be payable thereon at the rate herein specified during such extension.

3. Prepayments. (a) The Borrower may prepay this Note in full or in part at any time, provided, that any prepayment made in cash prior to maturity hereof in the following paragraph shall be accompanied by an additional breakage cost of 10% of the amount of the principal so prepaid. (b) The Borrower shall make prepayments on this Note and the Promissory Note, dated as of the date hereof, payable to David A. McGough in the original principal amount of \$1,000,000.00 (the "Other Note") in the same proportion as the outstanding amounts bear to each other. (c) All payments shall be applied by the Lender as follows: first, to the payment of all accrued but unpaid fees, costs, or expenses under this Note; second, to the payment of interest on the amount of principal being repaid; third, to the repayment of principal under this Note; and fourth, the balance, if any, to the Borrower.

4. Maturity Date. All outstanding principal shall become due and payable on the earliest of the following dates: (a) June 30, 2019 and (b) upon the acceleration of the maturity of the amounts due hereunder upon an Event of Default (as herein defined) in accordance with the provisions of this Note.

5. Events of Default; Remedies. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Note:

(a) Payment Default. The Borrower shall fail to pay the outstanding principal or accrued interest amount due under this Note, or any portion thereof when due, whether on the stated maturity date, or on such earlier date as is required by this Section 5, or otherwise;

(b) Other Default. The Borrower shall materially breach any representation, warranty, covenant, agreement or obligation of the Borrower under this Note, and shall fail to cure such breach within ten (10) days after written notice thereof to the Borrower;

(c) Other Indebtedness. The Borrower shall default under the Other Note or any other material indebtedness of the Borrower, and shall fail to cure such default within ten (10) days after written notice thereof to the Borrower;

(d) Bankruptcy, Etc. (i) The Borrower, pursuant to or within the meaning of Title 11, United States Code or any similar Federal or state law for the relief of debtors (“Bankruptcy Law”) (A) admits in writing its inability to pay its debts generally as they become due, (B) commences a voluntary case or proceeding under any Bankruptcy Law with respect to itself, (C) consents to the entry of a judgment, decree or order for relief against it in an involuntary case or proceeding under any Bankruptcy Law, (D) consents to the appointment of a custodian of it or for any part of its assets, (E) consents to or acquiesces in the institution of bankruptcy or insolvency proceedings against it, (F) applies for, consents to or acquiesces in the appointment of or taking possession by a custodian of the Borrower or for any part of its assets, (G) makes a general assignment for the benefit of its creditors, or (H) takes any corporate act to authorize any of the foregoing; or (ii) an involuntary petition is filed against the Borrower (unless such petition is dismissed or discharged within sixty (60) days) under any Bankruptcy Law now or hereafter in effect, or a custodian, receiver, trustee or assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Borrower.

Upon or at any time after the occurrence of an Event of Default, at the option of the Lender, in the Lender’ sole discretion, all principal, interest and other charges payable hereunder shall be immediately due and payable; provided that, in addition, upon the occurrence of the Event of Default in clause (d) above with respect to the Borrower, all principal, interest and other charges payable hereunder shall be automatically and immediately due and payable. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by applicable law or otherwise.

6. Interest Upon Default. The Borrower agrees that if any amounts due hereunder are not paid when due, whether on an interest payment date, at maturity or accelerated maturity as provided herein (in addition to any other interest, fees, or expenses which may accrue as a result of such Event of Default), such unpaid amounts will bear interest at 2% per annum in excess of the Interest Rate. In no event shall the amount of interest paid or agreed to be paid to the Holder hereunder exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable hereto. In such event, the Interest Rate shall automatically be reduced to the maximum rate permitted by such law.

7. Waivers. The Borrower waives demand and presentment for payment, notice of non-payment or dishonor, notice of protest and protest of this Note and any other notice required to be given by applicable law and agrees that its liability hereunder shall not be affected by any renewals, amendments or modifications of this Note, or extensions of the time of payment of all or any part of the amount owing hereunder at any time or times.

8. Taxes; Expenses; Attorneys' Fees. The Borrower agrees to pay and indemnify the Lender for any documentary taxes arising from the execution of this Note. The Borrower agrees to pay any and all court costs incurred by the Lender in a legal action based on an Event of Default. The Borrower agrees to pay, to the extent allowed by law, reasonable attorneys' fees, costs and expenses paid or incurred by the Lender in connection with the collection or enforcement of this Note, including but not limited to reasonable attorneys' fees, court costs, and costs incurred in connection with any bankruptcy proceedings, whether or not suit is filed. The Borrower agrees to pay in full all amounts due under this Note without setoff, counterclaim, or any deduction whatsoever.

9. Miscellaneous. No provision of this Note shall be waived, modified or limited except by a written agreement signed by the Lender and the Borrower. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision hereof. No delay or omission on the part of the Lender in exercising any rights hereunder shall operate as a waiver of such right or of any other right under this Note. This Note shall be binding upon the Borrower and its successors and permitted assigns and shall inure to the benefit of the Lender and its successors and assigns. The Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all indebtedness at any time owing by the Lender to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Note held by the Lender, irrespective of whether the Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of the Lender under the preceding sentence are in addition to other rights and remedies (including other rights of setoff) which the Lender may have. Facsimile and pdf signatures are of the same force and effect as originals. Upon receipt by the Borrower of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and indemnity satisfactory to the Borrower (in case of loss, theft or destruction) or surrender and cancellation of such Note (in the case of mutilation), the Borrower will make and deliver in lieu of such Note a new Note of like tenor.

10. Transfer. This Note may be transferred or assigned by the Lender at any time and in any manner without the prior written consent of the Borrower, subject only to applicable securities laws. The Borrower may not transfer or assign this Note or any of its rights hereunder without the prior written consent of the Lender. The Lender shall promptly notify the Borrower of any transfer or assignment of this Note.

11. Governing Law; Venue; Trial By Jury. This Note and any claim, controversy or dispute related to or in connection with this Note or any of the transactions contemplated hereby or thereby, the relationship of the parties hereto and the interpretation and enforcement of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of law. The Borrower consents to the nonexclusive jurisdiction and venue of the state or federal courts located in the City of New York. The Borrower hereby waives any right to a trial by jury in any action or proceeding arising out of or in connection with this Note, or any other claim or dispute between the Borrower and the Lender.

12. Ranking; Subordination. All obligations under this Note will be subordinated to the extent provided for in the Subordination Agreement dated as of the date hereof among the Borrower, the Lender and Peak6 Strategic Capital LLC.

13. Conversion or Exchange. If a Qualified Financing is consummated, then within five business days of the Qualified Financing closing, the Lender or the Borrower will have the option to convert or exchange all principal and accrued interest to the date of conversion, in whole or in part, into securities issued in the Qualified Financing at the offering price. If the Borrower opts to convert this Note or the Other Note, the Borrower shall convert the Other Note and this Note. The Borrower shall provide the Lender with advance written notice of any Qualified Financing, as well as copies of all underlying documents with a reasonable opportunity for the Lender to provide comment on such documents. "Qualified Financing" means an offering of equity or equity derivative securities, including units consisting of stock, convertible notes and/or warrants, of the Borrower, in a single or series of related closings, with net proceeds to the Borrower of at least \$10,000,000 (inclusive of principal amount of this Note converted or exchanged) after the date hereof and prior to the maturity date of this Note.

14. Representations and Warranties. The Borrower hereby represents and warrants to, and agrees with, the Lender as set forth on Exhibit A attached hereto. The Lender hereby represents and warrants to, and agrees with, the Borrower as set forth on Exhibit B attached hereto. The representations, warranties, covenants and agreements contained in this Note shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note as of the day and year first above written.

BORROWER:

INTERSECTIONS INC.

By: /s/ Michael Stanfield
Name: Michael Stanfield
Title: Chairman of the Board

AGREED:

LENDER:

LOEB HOLDING CORPORATION

By: /s/ Bruce Lev
Name: Bruce Lev
Title: Managing Director

EXHIBIT A

Representations and Warranties of the Borrower

The Borrower hereby represents and warrants to, and agrees with, the Lender that:

1. Organization, Good Standing and Qualification. The Borrower is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to carry on its business as now conducted and to own or lease its properties. The Borrower is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property makes such qualification or leasing necessary unless the failure to so qualify has not had and would not reasonably be expected to have a material adverse effect on (i) the assets, liabilities, results of operations, financial condition or business of the Borrower and its Subsidiaries (as defined herein) taken as a whole, or (ii) the ability of the Borrower to perform its obligations hereunder (a "Material Adverse Effect"). As used herein, (i) "Subsidiary" of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person; and (ii) "Person" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

2. Authorization. The Borrower has full corporate power and authority and has taken all requisite action on the part of the Borrower, its officers, directors and stockholders necessary for (a) the authorization, execution and delivery of the Note, and (b) the authorization of the performance of all obligations of the Borrower hereunder. The Note constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally and to general equitable principles and except as rights to indemnity and contribution may be limited by state or federal securities laws or public policy.

3. Consents. The execution, delivery and performance by the Borrower of the Note requires no consent of, action by or in respect of, or filing with, any Person, governmental body, agency, or official other than filings that have been made pursuant to applicable state securities laws and post-sale filings pursuant to applicable state and federal securities laws which the Borrower undertakes to file within the applicable time periods. Subject to the accuracy of the representations and warranties of the Lender (and other lenders under similar promissory notes) set forth on Exhibit B hereof (and thereof), the Borrower has taken all action necessary to exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") the transactions contemplated hereby.

4. SEC Documents; Financial Statements. Since January 1, 2017, the Borrower has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the Commission pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (all of the foregoing and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein being hereinafter referred to as the "SEC Documents"). The Borrower has made available to the Lender or its representatives true, correct and complete copies of any SEC Documents not available on the SEC's Electronic Data Gathering Analysis ("EDGAR") system. As of their respective filing dates, the SEC Documents complied in all material respects with the applicable requirements of the Exchange Act and the rules and regulations of the Commission promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the Commission, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective filing dates, the financial statements of the Borrower included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the Commission with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects on a consolidated basis the financial position of the Borrower as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

5. Absence of Certain Changes. Except as disclosed in the SEC Documents, since March 31, 2018: (a) there has occurred no event that would, to the Borrower's knowledge, reasonably be expected to result in a Material Adverse Effect; (b) the Borrower and its Subsidiaries, taken as a whole, have not incurred any liabilities, contingent or otherwise, other than (i) those incurred in the ordinary course of business, consistent with past practices since the date of such financial statements, and (ii) liabilities not required to be reflected in the Borrower's financial statements pursuant to generally accepted accounting principles, consistently applied, or disclosed in filings made with the Commission; (c) there has not been any material change in the capital stock or any material increase in any short-term or long-term indebtedness of the Borrower or any of its Subsidiaries; and (d) there has been no dividend or distribution of any kind declared, paid or made by the Borrower or, except for dividends paid to the Borrower, by the Borrower's Subsidiaries on any class of capital stock, or any repurchase or redemption by the Borrower or any of its Subsidiaries of any class of capital stock.

6. Use of Proceeds. The net proceeds of the Note shall be used by the Borrower to make prepayments under the Credit Agreement and for working capital and general corporate purposes.

7. Brokers. There is no broker, investment banker, financial advisor, finder or other Person which has been retained by or is authorized to act on behalf of Borrower who might be entitled to any fee or commission for which the Borrower will be liable in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

EXHIBIT B

Representations and Warranties of the Lender

The Lender hereby represents and warrants to, and agrees with, the Borrower that:

1. Authorization. The Lender has full power and authority necessary for (a) the authorization, execution and delivery of the Note, and (b) the authorization of the performance of all obligations of the Lender hereunder. The Note constitutes the legal, valid and binding obligation of the Lender, enforceable against the Lender in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally and to general equitable principles and except as rights to indemnity and contribution may be limited by state or federal securities laws or public policy.

2. Purchase Entirely for Own Account. This Note is made with the Lender in reliance upon the Lender's representation to the Borrower that the Note to be acquired by the Lender will be acquired for investment for the Lender's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Lender has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Note, the Lender further represents that the Lender does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to the Note. The Lender has not been formed for the specific purpose of acquiring the Note.

3. Disclosure of Information. The Lender is an affiliate of the Borrower, and has had a full opportunity to discuss the Borrower's business, management, financial affairs and the terms and conditions of the offering of the Note with the Borrower's management and Board of Directors. The foregoing, however, does not limit or modify the representations and warranties of the Borrower in Exhibit A to this Note or the right of the Lender to rely thereon.

4. Restricted Securities. The Lender understands that the Note has not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Lender's representations as expressed herein. The Lender understands that the Note is a "restricted security" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Lender must hold the Note indefinitely unless it is registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Lender acknowledges that the Borrower has no obligation to register or qualify the Note for resale. The Lender further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, and on requirements relating to the Borrower which are outside of the Lender's control, and which the Borrower is under no obligation and may not be able to satisfy.

5. Legends. The Lender understands that the Note, including any securities issued in respect of or exchange for the Note, may bear one or all of the following legends:

(a) "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) Any legend required by the federal securities laws or the securities laws of any state to the extent such laws are applicable to the Note represented by the certificate so legended.

6. Accredited Lender. The Lender is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

7. No Disqualification Event. With respect to the Note, neither the Lender nor any of its directors, executive officers, other officers is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) promulgated under the Securities Act.

8. No General Solicitation. Neither the Lender, nor any of the Lender's officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Notes.

9. Short Sales. Between the time Lender learned about the offering contemplated by the Note and the public announcement of the offering, Lender has not engaged in any short sales or similar transactions with respect to the capital stock of Borrower, nor has Lender, directly or indirectly, caused any Person to engage in any short sales or similar transactions with respect to the capital stock of Borrower. Lender shall not engage in any short sales involving the capital stock of Borrower in violation of the Securities Act. Notwithstanding the foregoing, in the case of a Lender that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of Lender's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of Lender's assets, the representation set forth above shall apply only with respect to the portion of assets managed by the portfolio managers that have knowledge about the financing transaction contemplated by the Note.

10. Residency. Lender is a resident of that jurisdiction specified in the Note and is not acquiring the Shares as a nominee or agent or otherwise for any other person.

11. Brokers. There is no broker, investment banker, financial advisor, finder or other Person which has been retained by or is authorized to act on behalf of Lender who might be entitled to any fee or commission for which the Borrower will be liable in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

EXECUTION COPY

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

PROMISSORY NOTE

\$1,000,000.00

Date: June 27, 2018
New York, New York

FOR VALUE RECEIVED, the undersigned, INTERSECTIONS INC., a Delaware corporation ("Borrower"), with offices at 3901 Stonecroft Boulevard, Chantilly, Virginia 20151, hereby promises to pay to the order of DAVID A. MCGOUGH at the address set forth on the signature page hereto ("Lender"), the principal amount set forth above plus interest thereon from the date hereof, in U.S. Dollars, in immediately available funds.

1. Interest. The per annum rate of interest to be charged on the outstanding principal amount is at the Interest Rate (as herein defined). "Interest Rate" means the highest interest rate from time to time in effect under the Credit Agreement dated as of April 20, 2017 (as amended from time to time, the "Credit Agreement") among the Borrower, certain other parties thereto and Peak6 Investments, L.P. Interest shall be calculated by the Lender from time to time.

2. Payments. Interest on the outstanding principal amount evidenced by this Note is payable on such date as any principal is payable hereunder. If any amount becomes due and payable hereunder on a Saturday, Sunday or public or other banking holiday under the law of the State of New York, with respect to such amount the payment date shall be extended to the next succeeding business day, and interest shall be payable thereon at the rate herein specified during such extension.

3. Prepayments. (a) The Borrower may prepay this Note in full or in part at any time, provided, that any prepayment made in cash prior to maturity hereof in the following paragraph shall be accompanied by an additional breakage cost of 10% of the amount of the principal so prepaid. (b) The Borrower shall make prepayments on this Note and the Promissory Note, dated as of the date hereof, payable to Loeb Holding Corporation in the original principal amount of \$2,000,000.00 (the "Other Note") in the same proportion as the outstanding amounts bear to each other. (c) All payments shall be applied by the Lender as follows: first, to the payment of all accrued but unpaid fees, costs, or expenses under this Note; second, to the payment of interest on the amount of principal being repaid; third, to the repayment of principal under this Note; and fourth, the balance, if any, to the Borrower.

4. Maturity Date. All outstanding principal shall become due and payable on the earliest of the following dates: (a) June 30, 2019 and (b) upon the acceleration of the maturity of the amounts due hereunder upon an Event of Default (as herein defined) in accordance with the provisions of this Note.

5. Events of Default; Remedies. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Note:

(a) Payment Default. The Borrower shall fail to pay the outstanding principal or accrued interest amount due under this Note, or any portion thereof when due, whether on the stated maturity date, or on such earlier date as is required by this Section 5, or otherwise;

(b) Other Default. The Borrower shall materially breach any representation, warranty, covenant, agreement or obligation of the Borrower under this Note, and shall fail to cure such breach within ten (10) days after written notice thereof to the Borrower;

(c) Other Indebtedness. The Borrower shall default under the Other Note or any other material indebtedness of the Borrower, and shall fail to cure such default within ten (10) days after written notice thereof to the Borrower;

(d) Bankruptcy, Etc. (i) The Borrower, pursuant to or within the meaning of Title 11, United States Code or any similar Federal or state law for the relief of debtors (“Bankruptcy Law”) (A) admits in writing its inability to pay its debts generally as they become due, (B) commences a voluntary case or proceeding under any Bankruptcy Law with respect to itself, (C) consents to the entry of a judgment, decree or order for relief against it in an involuntary case or proceeding under any Bankruptcy Law, (D) consents to the appointment of a custodian of it or for any part of its assets, (E) consents to or acquiesces in the institution of bankruptcy or insolvency proceedings against it, (F) applies for, consents to or acquiesces in the appointment of or taking possession by a custodian of the Borrower or for any part of its assets, (G) makes a general assignment for the benefit of its creditors, or (H) takes any corporate act to authorize any of the foregoing; or (ii) an involuntary petition is filed against the Borrower (unless such petition is dismissed or discharged within sixty (60) days) under any Bankruptcy Law now or hereafter in effect, or a custodian, receiver, trustee or assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Borrower.

Upon or at any time after the occurrence of an Event of Default, at the option of the Lender, in the Lender’ sole discretion, all principal, interest and other charges payable hereunder shall be immediately due and payable; provided that, in addition, upon the occurrence of the Event of Default in clause (d) above with respect to the Borrower, all principal, interest and other charges payable hereunder shall be automatically and immediately due and payable. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by applicable law or otherwise.

6. Interest Upon Default. The Borrower agrees that if any amounts due hereunder are not paid when due, whether on an interest payment date, at maturity or accelerated maturity as provided herein (in addition to any other interest, fees, or expenses which may accrue as a result of such Event of Default), such unpaid amounts will bear interest at 2% per annum in excess of the Interest Rate. In no event shall the amount of interest paid or agreed to be paid to the Holder hereunder exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable hereto. In such event, the Interest Rate shall automatically be reduced to the maximum rate permitted by such law.

7. Waivers. The Borrower waives demand and presentment for payment, notice of non-payment or dishonor, notice of protest and protest of this Note and any other notice required to be given by applicable law and agrees that its liability hereunder shall not be affected by any renewals, amendments or modifications of this Note, or extensions of the time of payment of all or any part of the amount owing hereunder at any time or times.

8. Taxes; Expenses; Attorneys' Fees. The Borrower agrees to pay and indemnify the Lender for any documentary taxes arising from the execution of this Note. The Borrower agrees to pay any and all court costs incurred by the Lender in a legal action based on an Event of Default. The Borrower agrees to pay, to the extent allowed by law, reasonable attorneys' fees, costs and expenses paid or incurred by the Lender in connection with the collection or enforcement of this Note, including but not limited to reasonable attorneys' fees, court costs, and costs incurred in connection with any bankruptcy proceedings, whether or not suit is filed. The Borrower agrees to pay in full all amounts due under this Note without setoff, counterclaim, or any deduction whatsoever.

9. Miscellaneous. No provision of this Note shall be waived, modified or limited except by a written agreement signed by the Lender and the Borrower. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision hereof. No delay or omission on the part of the Lender in exercising any rights hereunder shall operate as a waiver of such right or of any other right under this Note. This Note shall be binding upon the Borrower and its successors and permitted assigns and shall inure to the benefit of the Lender and its successors and assigns. The Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all indebtedness at any time owing by the Lender to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Note held by the Lender, irrespective of whether the Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of the Lender under the preceding sentence are in addition to other rights and remedies (including other rights of setoff) which the Lender may have. Facsimile and pdf signatures are of the same force and effect as originals. Upon receipt by the Borrower of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and indemnity satisfactory to the Borrower (in case of loss, theft or destruction) or surrender and cancellation of such Note (in the case of mutilation), the Borrower will make and deliver in lieu of such Note a new Note of like tenor.

10. Transfer. This Note may be transferred or assigned by the Lender at any time and in any manner without the prior written consent of the Borrower, subject only to applicable securities laws. The Borrower may not transfer or assign this Note or any of its rights hereunder without the prior written consent of the Lender. The Lender shall promptly notify the Borrower of any transfer or assignment of this Note.

11. Governing Law; Venue; Trial By Jury. This Note and any claim, controversy or dispute related to or in connection with this Note or any of the transactions contemplated hereby or thereby, the relationship of the parties hereto and the interpretation and enforcement of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of law. The Borrower consents to the nonexclusive jurisdiction and venue of the state or federal courts located in the City of New York. The Borrower hereby waives any right to a trial by jury in any action or proceeding arising out of or in connection with this Note, or any other claim or dispute between the Borrower and the Lender.

12. Ranking; Subordination. All obligations under this Note will be subordinated to the extent provided for in the Subordination Agreement dated as of the date hereof among the Borrower, the Lender and Peak6 Strategic Capital LLC.

13. Conversion or Exchange. If a Qualified Financing is consummated, then within five business days of the Qualified Financing closing, the Lender or the Borrower will have the option to convert or exchange all principal and accrued interest to the date of conversion, in whole or in part, into securities issued in the Qualified Financing at the offering price. If the Borrower opts to convert this Note or the Other Note, the Borrower shall convert the Other Note and this Note. The Borrower shall provide the Lender with advance written notice of any Qualified Financing, as well as copies of all underlying documents with a reasonable opportunity for the Lender to provide comment on such documents. "Qualified Financing" means an offering of equity or equity derivative securities, including units consisting of stock, convertible notes and/or warrants, of the Borrower, in a single or series of related closings, with net proceeds to the Borrower of at least \$10,000,000 (inclusive of principal amount of this Note converted or exchanged) after the date hereof and prior to the maturity date of this Note.

14. Representations and Warranties. The Borrower hereby represents and warrants to, and agrees with, the Lender as set forth on Exhibit A attached hereto. The Lender hereby represents and warrants to, and agrees with, the Borrower as set forth on Exhibit B attached hereto. The representations, warranties, covenants and agreements contained in this Note shall survive the execution and delivery hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note as of the day and year first above written.

BORROWER:

INTERSECTIONS INC.

By: /s/ Michael Stanfield

Name: Michael Stanfield

Title: Chairman of the Board

AGREED:

LENDER:

/s/ David A. McGough

DAVID A. MCGOUGH

Address:

EXHIBIT A

Representations and Warranties of the Borrower

The Borrower hereby represents and warrants to, and agrees with, the Lender that:

1. Organization, Good Standing and Qualification. The Borrower is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to carry on its business as now conducted and to own or lease its properties. The Borrower is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property makes such qualification or leasing necessary unless the failure to so qualify has not had and would not reasonably be expected to have a material adverse effect on (i) the assets, liabilities, results of operations, financial condition or business of the Borrower and its Subsidiaries (as defined herein) taken as a whole, or (ii) the ability of the Borrower to perform its obligations hereunder (a "Material Adverse Effect"). As used herein, (i) "Subsidiary" of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person; and (ii) "Person" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

2. Authorization. The Borrower has full corporate power and authority and has taken all requisite action on the part of the Borrower, its officers, directors and stockholders necessary for (a) the authorization, execution and delivery of the Note, and (b) the authorization of the performance of all obligations of the Borrower hereunder. The Note constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally and to general equitable principles and except as rights to indemnity and contribution may be limited by state or federal securities laws or public policy.

3. Consents. The execution, delivery and performance by the Borrower of the Note requires no consent of, action by or in respect of, or filing with, any Person, governmental body, agency, or official other than filings that have been made pursuant to applicable state securities laws and post-sale filings pursuant to applicable state and federal securities laws which the Borrower undertakes to file within the applicable time periods. Subject to the accuracy of the representations and warranties of the Lender (and other lenders under similar promissory notes) set forth on Exhibit B hereof (and thereof), the Borrower has taken all action necessary to exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") the transactions contemplated hereby.

4. SEC Documents; Financial Statements. Since January 1, 2017, the Borrower has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the Commission pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (all of the foregoing and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein being hereinafter referred to as the "SEC Documents"). The Borrower has made available to the Lender or its representatives true, correct and complete copies of any SEC Documents not available on the SEC's Electronic Data Gathering Analysis ("EDGAR") system. As of their respective filing dates, the SEC Documents complied in all material respects with the applicable requirements of the Exchange Act and the rules and regulations of the Commission promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the Commission, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective filing dates, the financial statements of the Borrower included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the Commission with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects on a consolidated basis the financial position of the Borrower as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

5. Absence of Certain Changes. Except as disclosed in the SEC Documents, since March 31, 2018: (a) there has occurred no event that would, to the Borrower's knowledge, reasonably be expected to result in a Material Adverse Effect; (b) the Borrower and its Subsidiaries, taken as a whole, have not incurred any liabilities, contingent or otherwise, other than (i) those incurred in the ordinary course of business, consistent with past practices since the date of such financial statements, and (ii) liabilities not required to be reflected in the Borrower's financial statements pursuant to generally accepted accounting principles, consistently applied, or disclosed in filings made with the Commission; (c) there has not been any material change in the capital stock or any material increase in any short-term or long-term indebtedness of the Borrower or any of its Subsidiaries; and (d) there has been no dividend or distribution of any kind declared, paid or made by the Borrower or, except for dividends paid to the Borrower, by the Borrower's Subsidiaries on any class of capital stock, or any repurchase or redemption by the Borrower or any of its Subsidiaries of any class of capital stock.

6. Use of Proceeds. The net proceeds of the Note shall be used by the Borrower to make prepayments under the Credit Agreement and for working capital and general corporate purposes.

7. Brokers. There is no broker, investment banker, financial advisor, finder or other Person which has been retained by or is authorized to act on behalf of Borrower who might be entitled to any fee or commission for which the Borrower will be liable in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

EXHIBIT B

Representations and Warranties of the Lender

The Lender hereby represents and warrants to, and agrees with, the Borrower that:

1. Authorization. The Lender has full power and authority necessary for (a) the authorization, execution and delivery of the Note, and (b) the authorization of the performance of all obligations of the Lender hereunder. The Note constitutes the legal, valid and binding obligation of the Lender, enforceable against the Lender in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally and to general equitable principles and except as rights to indemnity and contribution may be limited by state or federal securities laws or public policy.

2. Purchase Entirely for Own Account. This Note is made with the Lender in reliance upon the Lender's representation to the Borrower that the Note to be acquired by the Lender will be acquired for investment for the Lender's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Lender has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Note, the Lender further represents that the Lender does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to the Note. The Lender has not been formed for the specific purpose of acquiring the Note.

3. Disclosure of Information. The Lender is an affiliate of the Borrower, and has had a full opportunity to discuss the Borrower's business, management, financial affairs and the terms and conditions of the offering of the Note with the Borrower's management and Board of Directors. The foregoing, however, does not limit or modify the representations and warranties of the Borrower in Exhibit A to this Note or the right of the Lender to rely thereon.

4. Restricted Securities. The Lender understands that the Note has not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Lender's representations as expressed herein. The Lender understands that the Note is a "restricted security" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Lender must hold the Note indefinitely unless it is registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Lender acknowledges that the Borrower has no obligation to register or qualify the Note for resale. The Lender further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, and on requirements relating to the Borrower which are outside of the Lender's control, and which the Borrower is under no obligation and may not be able to satisfy.

5. Legends. The Lender understands that the Note, including any securities issued in respect of or exchange for the Note, may bear one or all of the following legends:

(a) "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) Any legend required by the federal securities laws or the securities laws of any state to the extent such laws are applicable to the Note represented by the certificate so legended.

6. Accredited Lender. The Lender is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

7. No Disqualification Event. With respect to the Note, neither the Lender nor any of its directors, executive officers, other officers is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) promulgated under the Securities Act.

8. No General Solicitation. Neither the Lender, nor any of the Lender's officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Notes.

9. Short Sales. Between the time Lender learned about the offering contemplated by the Note and the public announcement of the offering, Lender has not engaged in any short sales or similar transactions with respect to the capital stock of Borrower, nor has Lender, directly or indirectly, caused any Person to engage in any short sales or similar transactions with respect to the capital stock of Borrower. Lender shall not engage in any short sales involving the capital stock of Borrower in violation of the Securities Act. Notwithstanding the foregoing, in the case of a Lender that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of Lender's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of Lender's assets, the representation set forth above shall apply only with respect to the portion of assets managed by the portfolio managers that have knowledge about the financing transaction contemplated by the Note.

10. Residency. Lender is a resident of that jurisdiction specified in the Note and is not acquiring the Shares as a nominee or agent or otherwise for any other person.

11. Brokers. There is no broker, investment banker, financial advisor, finder or other Person which has been retained by or is authorized to act on behalf of Lender who might be entitled to any fee or commission for which the Borrower will be liable in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

SUBORDINATION AGREEMENT

SUBORDINATION AGREEMENT, dated as of June 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "Agreement"), among PEAK6 STRATEGIC CAPITAL LLC, INTERSECTIONS INC. and LOEB HOLDING CORPORATION. The parties hereto hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Bankruptcy Code" shall mean the provisions of Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"Bankruptcy Laws" shall mean the Bankruptcy Code, and all other applicable federal, state, provincial or foreign liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief law affecting creditors' rights generally, as amended and in effect from time to time.

"Borrower" means Intersections Inc. together with any permitted successors and assigns.

"Distribution" shall mean, with respect to any indebtedness, obligation or security, (a) any payment or distribution by any Person of cash, securities or other property (including, without limitation, any payment in the form of a deferred purchase price, earn-out or other contingent obligation), by set-off or otherwise, on account of such indebtedness, obligation or security or (b) any redemption, purchase or other acquisition of such indebtedness, obligation or security by any Person, whether voluntary or involuntary.

"Enforcement Action" has the meaning assigned to such term in Section 4.1.

"Guarantor" means any guarantor of the Senior Obligations together with any successors and assigns.

"Insolvency Proceeding" means any voluntary or involuntary insolvency, bankruptcy, receivership, interim-receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person, whether initiated under the Bankruptcy Code or any other Bankruptcy Laws.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, title retention, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Maximum Aggregate Principal Amount of Senior Obligations” shall mean the sum of (a) the principal amount outstanding under the Senior Credit Documents on the date hereof (after giving effect to any prepayments on the date hereof made with the proceeds of the Subordinated Obligations), plus (b) any amount that is used solely to cure a Default or Event of Default under the Senior Credit Documents, plus (c) during an Insolvency Proceeding, an additional 10% of the amount set forth in clause (a) reduced by the amount of any repayments under the Senior Credit Agreement from the date hereof to the beginning of such Insolvency Proceeding.

“Obligor” means either the Borrower or the Guarantor, as the context requires.

“Paid in Full” or “Payment in Full” means, as of any date of determination with respect to the Senior Obligations, that (a) all of the Senior Obligations (except as set forth in clause (c) below and other than contingent indemnification obligations with respect to which a claim has not been asserted) has been paid in full in cash, (b) all commitments to extend credit under the Senior Credit Agreement have expired or terminated and no Person has any further right to obtain any loans or other extensions of credit under the Senior Credit Documents, and (c) any costs, expenses and contingent indemnification obligations which are not yet due and payable but with respect to which a claim has been or may reasonably be expected to be asserted by Senior Creditor, are backed by standby letters of credit (issued by a bank, and in form and substance, reasonably acceptable to Senior Creditor) or cash collateralized, in each case in an amount reasonably estimated by Senior Creditor to be the amount of costs, expenses and contingent indemnification obligations that may become due and payable.

“Permitted Subordinated Debt Payments” means receipt by a Subordinated Creditor of (i) equity securities (including, without any limitation, any warrant or option to acquire equity securities) upon conversion or exchange of Subordinated Obligations in a Qualified Financing as defined by the relevant Subordinated Credit Document, (ii) indebtedness (including, without limitation, any indebtedness issued upon conversion or exchange in a Qualified Financing) which, by its terms or pursuant to a subordination agreement, is subordinated to payment of the Senior Obligations as set forth in the proviso below (including any such subordinated indebtedness received by Subordinated Creditor pursuant to any bankruptcy, reorganization plan or other Insolvency Proceeding) or (iii) equity securities of the Borrower or any Guarantor (including any such equity securities received by Subordinated Creditor pursuant to any bankruptcy, reorganization plan or other Insolvency Proceeding); provided that, notwithstanding the foregoing, (x) no equity security or indebtedness described above shall constitute a Permitted Subordinated Debt Payment unless such equity security or indebtedness (a) is subordinated in right of payment to the Senior Obligations (or any debt or equity securities issued in substitution of all or any portion of the Senior Obligations) to at least the same extent as the Subordinated Obligations are subordinated to the Senior Obligations pursuant to this Agreement and with respect to which Senior Creditor and Subordinated Creditor shall have entered into such supplements to or modifications to this Agreement or any other agreement as Senior Creditor may reasonably request to reflect the subordination of such equity security or indebtedness to the Senior Obligations (or any debt or equity securities issued in substitution of all or a portion thereof) at least to the same extent as provided in this Agreement, (b) does not have the benefit of any obligation of any Person (whether as issuer, guarantor or otherwise) unless the Senior Obligations have at least the same benefit of the obligation of such Person (with the obligations of such Person to Subordinated Creditor to be subordinated to such Person’s obligations to Senior Creditor to at least the same extent as the Subordinated Obligations are subordinated to the Senior Obligations pursuant to the terms of this Agreement), (c) is unsecured and (d) does not have any terms, and are not subject to or entitled to the benefit of any agreement or instrument that has terms, that are more burdensome to the issuer of or other obligor on such debt or equity securities than are the terms of the Senior Credit Documents, unless the Senior Obligations are amended to have the same benefit, and (y) for the avoidance of doubt, in no event shall any cash paid or payable by any Obligor in respect of or in connection with any such equity security or indebtedness constitute a Permitted Subordinated Debt Payment.

“Person” shall mean any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other entity, whether acting in an individual, fiduciary or other capacity.

“Senior Credit Agreement” means the Credit Agreement, dated as of April 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time) among the Borrower, certain other parties thereto and Peak6 Investments, L.P.

“Senior Credit Documents” means the Senior Credit Agreement, any Note, this Agreement, any guaranty, any Security Agreements and any other documents delivered to the Senior Creditor by any Obligor evidencing, guarantying or securing or otherwise relating to the Senior Obligations, all as defined in (other than the definition of Obligor), and pursuant to, the Senior Credit Agreement.

“Senior Creditor” means Peak6 Strategic Capital LLC.

“Senior Default” means any Default or Event of Default, each as defined in the Senior Credit Agreement.

“Senior Obligations” means collectively, all Obligations (as defined in the Senior Credit Agreement) and all other obligations, liabilities and indebtedness of every nature of each Obligor from time to time owed to Senior Creditor under the Senior Credit Documents, including, without limitation, the principal amount of all debts, claims and indebtedness, accrued and unpaid interest accruing thereon (including, without limitation, interest accruing after the commencement of an Insolvency Proceeding, without regard to whether or not such interest is an allowed claim) and all fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and from time to time hereafter owing, due or payable, whether before or after the filing of an Insolvency Proceeding together with any interest, fees, costs and expenses accruing thereon after the commencement of an Insolvency Proceeding, without regard to whether or not such interest, fees, costs and expenses are an allowed claim. Senior Obligations shall be considered to be outstanding whenever any loan or commitment under the Senior Credit Documents is outstanding; provided that, except with the consent of Subordinated Creditor, the outstanding principal amount of the Senior Obligations shall in no event exceed the Maximum Aggregate Amount of Senior Obligations.

“Subordinated Credit Documents” means any note, this Agreement, any guaranty, any security agreements, any credit agreements and any other documents delivered to the Subordinated Creditor by the any Obligor evidencing, guarantying or securing the Subordinated Obligations, in each case, as the same may be amended, restated, supplemented or otherwise modified from time to time as permitted hereunder.

“Subordinated Creditor” means Loeb Holding Corporation, in its capacity as a holder of the Subordinated Obligations.

“Subordinated Obligations” means the subordinated promissory noted dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time as permitted hereunder) in the principal amount of \$2,000,000.00 issued by the Borrower to the Subordinated Creditor (including, without limitation, interest, fees, costs or other payments on the Subordinated Obligations paid or accrued after the commencement of an Insolvency Proceeding and whether or not such claims are deemed allowed or recoverable in any Insolvency Proceeding, and payment of or for adequate protection pursuant to any Insolvency Proceeding), together with all costs of collection or enforcement, including, without limitation, reasonable attorneys’ fees incurred in any collection efforts or in any action or proceeding.

Section 1.2 Other Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Senior Credit Agreement.

Section 1.3 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any person shall be construed to include such person’s successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, and Schedules shall be construed to refer to Articles and Sections of, and Schedules to, this Agreement, (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and general intangibles and (f) references to sections of, or rules under, the Securities Act or the Exchange Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the Securities and Exchange Commission from time to time.

ARTICLE II: SUBORDINATION

Section 2.1 Subordination. Each Obligor covenants and agrees, and Subordinated Creditor by its acceptance of the Subordinated Credit Documents (whether upon original issue or upon transfer or assignment) likewise covenants and agrees, notwithstanding anything to the contrary contained in any of the Subordinated Credit Documents, that the payment of any and all of the Subordinated Obligations shall be subordinate and subject in right and time of payment, to the extent and in the manner hereinafter set forth, to the prior Payment in Full of the Senior Obligations (including, without limitation, interest, fees, costs or other payments on the Senior Obligations paid or accrued after the commencement of an Insolvency Proceeding and whether or not such claims are deemed allowed or recoverable in any Insolvency Proceeding, and payment of or for adequate protection pursuant to any Insolvency Proceeding).

Section 2.2 Prohibited Payments. Notwithstanding the terms of the Subordinated Credit Documents, each Obligor hereby agrees that it may not make (or permit any of its subsidiaries to make), and Subordinated Creditor hereby agrees that it will not accept, any Distribution with respect to the Subordinated Obligations (other than Permitted Subordinated Debt Payments) until the Senior Obligations are Paid in Full.

Section 2.3 Turnover.

(a) Except for Permitted Subordinated Debt Payments, Subordinated Creditor agrees not to accept any Distribution in respect of the Subordinated Obligations (from any Obligor or otherwise) nor take Enforcement Action or any other action designed to secure indirectly from any Obligor any payment on account of the Subordinated Obligations without the express, prior written consent of the Senior Creditor, and Subordinated Creditor agrees to pay over to Senior Creditor any payments (other than Permitted Subordinated Debt Payments permitted to be made hereunder) that may be received by it from any Obligor or any other Person (or otherwise with respect to the Subordinated Obligations) at any time until the Senior Obligations have been Paid in Full. In case any Distribution or other payment (other than Permitted Subordinated Debt Payments) shall be paid or delivered to Subordinated Creditor under the circumstances described in the preceding sentence before the Senior Obligations shall have been Paid in Full, such Distributions and payments shall not be commingled with any of the assets of Subordinated Creditor, shall be held in trust by Subordinated Creditor for Senior Creditor and shall be immediately paid and delivered to Senior Creditor or its nominee (in the form received and endorsed over to Senior Creditor or its nominee).

(b) Subordinated Creditor further agrees not to sell, assign, transfer or endorse any Subordinated Obligations to anyone (i) without giving prior written notice of such action to Senior Creditor and (ii) unless such assignee or transferee agrees in writing (in form and substance reasonably acceptable to the Senior Creditor) to be bound by, and be a party to, this Agreement. Notwithstanding the failure of Subordinated Creditor to comply with this Section 2.3(b) and the failure of any assignee or transferee to execute or deliver the joinder described above, the subordination effected hereby shall survive any sale, assignment, pledge, disposition or other transfer of all or any portion of the Subordinated Obligations, and the terms of this Agreement shall be binding upon the successors and assigns of Subordinated Creditor.

Section 2.4 No Modification. Subordinated Creditor and the Borrower shall not amend, modify, restate, supplement, alter or change in any respect the terms of any Subordinated Credit Document or any other arrangement related to the Subordinated Obligations without the prior written consent of the Senior Creditor; provided that Subordinated Creditor may, without the prior written consent of Senior Creditor, extend the scheduled maturity date of the Subordinated Obligations (as set forth in the Subordinated Credit Documents in effect on the date hereof).

Section 2.5 Liquidation, Dissolution, Bankruptcy. In the event of any Insolvency Proceeding involving any Obligor:

(a) All Senior Obligations shall first be Paid in Full before any Distribution, whether in cash, securities or other property, shall be made to Subordinated Creditor on account of the Subordinated Obligations.

(b) Any Distribution, whether in cash, securities or other property which would otherwise, but for the terms hereof, be payable or deliverable in respect of the Subordinated Obligations shall be paid or delivered directly to Senior Creditor (to be held and/or applied by Senior Creditor in accordance with the terms of the Senior Credit Documents) until all Senior Obligations are Paid in Full. Subordinated Creditor irrevocably authorizes, empowers and directs any debtor, debtor in possession, receiver, interim receiver, trustee, liquidator, custodian, conservator, monitor or other Person having authority, to pay or otherwise deliver all such Distributions to Senior Creditor for application to the Senior Obligations until Payment in Full of the Senior Obligations. Subordinated Creditor also irrevocably authorizes and empowers Senior Creditor, in the name of Subordinated Creditor, to demand, sue for, collect and receive any and all such Distributions. Subordinated Creditor will duly and promptly take such action, at the expense of the Obligors, as Senior Creditor may reasonably request (x) to collect the Subordinated Obligation for the account of Senior Creditor and to file appropriate claims or proofs of claim with respect thereto, (y) to execute and deliver to Senior Creditor such powers of attorney, assignments or other instruments as Senior Creditor may request in order to enable it to enforce any and all claims with respect to the Subordinated Obligation, and (z) to collect and receive for the account of Senior Creditor any and all payments and other Distributions which may be payable or deliverable upon or with respect to the Subordinated Obligation, until the Payment in Full of the Senior Obligation.

(c) Subordinated Creditor agrees to execute, verify, deliver and file any proofs of claim in respect of the Subordinated Obligations requested by Senior Creditor in connection with any such Insolvency Proceeding and hereby irrevocably authorizes, empowers and appoints Senior Creditor as its agent and attorney-in-fact to (i) execute, verify, deliver and file such proofs of claim upon the failure of Subordinated Creditor promptly to do so prior to 30 days before the expiration of the time to file any such proof of claim and (ii) vote such claim in any such Insolvency Proceeding upon the failure of Subordinated Creditor to do so prior to 15 days before the expiration of the time to vote any such claim; provided, Senior Creditor shall have no obligation to execute, verify, deliver, file and/or vote any such proof of claim. In the event that Senior Creditor votes any claim in accordance with the authority granted hereby, Subordinated Creditor shall not be entitled to change or withdraw any such vote. Notwithstanding the foregoing, nothing in this Agreement shall restrict or impair the right of Subordinated Creditor to vote its claim in respect of the Subordinated Obligations in any Insolvency Proceeding; provided that, without the prior written consent of Senior Creditor, Subordinated Creditor may not vote in favor of a plan of reorganization in an Insolvency Proceeding that contravenes the priority or subordination provisions of this Agreement.

(d) Subordinated Creditor agrees that it will consent to, and not object to or oppose any use of cash collateral consented to by Senior Creditor or any financing provided by Senior Creditor to any Obligor or any of its subsidiaries during an Insolvency Proceeding (or any financing provided by any other Person consented to by Senior Creditor) (collectively, "DIP Financing") on such terms and conditions as Senior Creditor, in its sole discretion, may decide. In connection therewith, any Obligor may grant to Senior Creditor Liens and security interests upon all of the property of such Obligor, which Liens and security interests (i) shall secure payment of all Senior Obligations (whether such Senior Obligations arose prior to the commencement of any Insolvency Proceeding or at any time thereafter) and DIP Financing provided by Senior Creditor or consented to by Senior Creditor during the Insolvency Proceeding and (ii) shall be superior in priority to the liens and security interests, if any, in favor of Subordinated Creditor on the property of such Obligor. Subordinated Creditor waives any claim it may now or hereafter have arising out of Senior Creditor's election, in any Insolvency Proceeding, of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by any Obligor, as debtor-in-possession. Subordinated Creditor further agrees that it shall not, without Senior Creditor's prior written consent, (i) commence or continue any Insolvency Proceeding or (ii) propose any plan of reorganization, compromise, arrangement or proposal or file any motion, pleading or material in support of any motion or plan of reorganization, compromise, arrangement or proposal that (x) is in conflict with the terms of this Agreement or (y) is opposed by Senior Creditor, unless such plan of reorganization, compromise, arrangement or proposal provides for Payment in Full of the Senior Obligations concurrently with the effective time of such plan, compromise, arrangement or proposal.

(e) This Agreement shall constitute a "subordination agreement" for the purposes of Section 510(a) of the Bankruptcy Code and shall be enforceable in any Insolvency Proceeding in accordance with its terms. The Senior Obligations shall continue to be treated as Senior Obligations and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Creditor and Subordinated Creditor even if all or part of the Senior Obligations or the Liens securing the Senior Obligations are subordinated, set aside, avoided, invalidated or disallowed in connection with any such Insolvency Proceeding, and this Agreement shall be reinstated if at any time any payment of any of the Senior Obligations is rescinded or must otherwise be returned by any holder of Senior Obligations or any representative of such holder (a "Senior Recovery") and all rights, interests, priorities and privileges recognized in this Agreement shall apply with respect to any such Senior Recovery. If this Agreement shall have been terminated prior to such Senior Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair, or otherwise affect the obligations of the parties hereto from such date of reinstatement. All references in this Agreement to any Obligor shall include such Obligor as a debtor-in-possession and any receiver or trustee for such Obligor in any Insolvency Proceeding.

(f) Without limiting the foregoing provisions of this Section 2.5 and subject to the other express provisions of this Agreement, in any Insolvency Proceeding involving the Obligors, Subordinated Creditor may exercise rights and remedies generally available to holders of unsecured claims against Obligors.

ARTICLE III: LIENS AND COLLATERAL

Section 3.1 No Liens. No Obligor shall grant to or maintain in favor of Subordinated Creditor, and Subordinated Creditor shall not acquire or hold, any Lien on any asset or properties of any Obligor or any other Person or any guarantees for any of the Subordinated Obligations, other than any guarantee that is subordinated to the Senior Obligations on the same terms set forth herein.

Section 3.2 Disposition and Use of Collateral. Subject to the provisions of this Agreement, Senior Creditor shall have the exclusive right to control all matters regarding any collateral securing the Senior Obligations and any Lien thereon including the disposition, sale and use of such collateral, and the subordination and release of any such Lien, whether in an Insolvency Proceeding or otherwise.

ARTICLE IV: REMEDIES

Section 4.1 Subordinated Creditor's Restricted Remedies. Until the Senior Obligations have been Paid in Full, without the express written consent of Senior Creditor, Subordinated Creditor shall not, except for any automatic acceleration under the Subordinated Credit Documents, (a) take, join or participate in any action or exercise any remedy against any Obligor to enforce the Subordinated Obligations; or (b) take, join or participate in any action, suit or proceeding or exercise any remedy against any guarantor of or pledgor securing the Senior Obligations in order to (i) enforce payment of or collect any of the Subordinated Obligations or (ii) commence judicial or private enforcement of any of the rights and remedies under the Subordinated Credit Documents or applicable law with respect to the Subordinated Obligations; or (c) commence, or join with any other creditor of any Obligor or any guarantor of or pledgor securing the Senior Obligations in commencing, any bankruptcy, reorganization or other Insolvency Proceeding against any Obligor or any guarantor of or pledgor securing the Senior Obligations; or (d) take any action or exercise any remedy against any property or assets of any Obligor or any guarantor of or pledgor securing the Senior Obligations; or (e) contest any Lien on any collateral securing the Senior Obligations; or (f) object in its capacity as holder of the Subordinated Obligations to any proposal by the Senior Creditor to accept any collateral securing the Senior Obligations in full or partial satisfaction of the Senior Obligations; or (g) contest in its capacity as holder of the Subordinated Obligations any request by the Senior Creditor for adequate protection or any objection by the Senior Creditor claiming lack of adequate protection; or (h) accelerate the Subordinated Obligations, other than if an Insolvency Proceeding has commenced or if the Senior Obligations have also been accelerated; or (i) exercise any put option or to cause any Obligor (or other guarantor or obligor in respect of the Subordinated Obligations) to honor any redemption or mandatory prepayment obligation under any Subordinated Credit Document (any of the foregoing being referred to as an "Enforcement Action"). Nothing contained in this Agreement shall be deemed to prevent Subordinated Creditor from filing a proof of claim with respect to the Subordinated Indebtedness or filing any necessary or appropriate pleadings in response to any motion or request seeking disallowance of, or disputing or asserting an objection to, the claim of the Subordinated Creditor with respect to the Subordinated Obligations. Subordinated Creditor understands and agrees that Senior Creditor shall have the right, but shall have no obligation, to cure any default under the Subordinated Obligations without the prior written consent of Subordinated Creditor. Notwithstanding anything contained in this Agreement to the contrary, except for Permitted Subordinated Debt Payments permitted hereunder, in no event shall Subordinated Creditor be entitled to receive and retain any Distribution in respect of the Subordinated Obligations or other securities, equity or otherwise, or other consideration provided for in (i) a plan of reorganization or otherwise in connection with any bankruptcy or other Insolvency Proceeding or (ii) any other judicial or nonjudicial proceeding for the liquidation, dissolution or winding up of any Obligor or the assets or properties of any Obligor, in any case unless the Senior Obligations are Paid in Full.

Section 4.2 Appointment of Attorney-in-Fact. In order to enable Senior Creditor to enforce its rights under this Agreement, Senior Creditor is hereby irrevocably authorized and empowered (in its own name or in the name of Subordinated Creditor or otherwise), but shall have no obligation, to enforce claims comprising any of the Subordinated Obligations by proof of debt, proof of claim, suit or otherwise and take generally any action which Subordinated Creditor might otherwise be entitled to take, as Senior Creditor may deem necessary or advisable for the enforcement of its rights or interests hereunder.

Section 4.3 Further Assurances. To the extent necessary for Senior Creditor to realize the benefits of the subordination of the Subordinated Obligations provided for herein (including, without limitation, the right to receive any and all payments and distributions, other than Permitted Subordinated Debt Payments permitted hereunder, that might otherwise be payable or deliverable with respect to the Subordinated Obligations in any Insolvency Proceeding or otherwise), Subordinated Creditor shall execute and deliver to Senior Creditor such instruments or documents (together with such assignments or endorsements as Senior Creditor shall deem necessary), as may be requested by Senior Creditor.

ARTICLE V: MISCELLANEOUS

Section 5.1 Indemnity for Breach. Subordinated Creditor hereby indemnifies Senior Creditor for any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees and disbursements of counsel arising out of, in connection with, or as a result of, any breach by Subordinated Creditor of this Agreement.

Section 5.2 No Fiduciary Duty. Senior Creditor shall have no duties or responsibilities and shall not, by reason of this Agreement be a trustee for Subordinated Creditor or have any other fiduciary obligations to Subordinated Creditor. Neither Senior Creditor nor any of its directors, officers, employees or agents shall be liable or responsible for any action taken or omitted to be taken by it or them hereunder or in connection herewith, except for its or their own gross negligence or willful misconduct.

Section 5.3 Subrogation. Subject to the last sentence of this Section 5.3, Subordinated Creditor shall not be subrogated to, or be entitled to any assignment of any Senior Obligations or Subordinated Obligations or of any collateral for or guarantees of evidence of any thereof. Subordinated Creditor hereby waives any and all rights to have collateral or any party thereof granted to or held by Senior Creditor marshalled upon any foreclosure or other disposition of such collateral by Senior Creditor or any Obligor with the consent of Senior Creditor. Upon the Payment in Full of all Senior Obligations, Subordinated Creditor shall be automatically subrogated to the remaining rights, if any, of Senior Creditor against any Obligor to the extent of payments received and retained by Senior Creditor which, but for this Agreement, would have been received and retained by Subordinated Creditor; provided, that, Subordinated Creditor would be legally entitled to such subrogation but for the provisions of this Agreement. Without limiting the foregoing, Subordinated Creditor will not exercise (i) any right of subrogation that Subordinated Creditor may now or hereafter have or obtain in respect of the rights of Senior Creditor against any Obligor or any other guarantor or obligor in respect of any of the Senior Obligations or any of the collateral therefor or (ii) any right to participate in any claim or remedy of Senior Creditor against any Obligor or any other guarantor or obligor in respect of any of the Senior Obligations or any collateral therefor, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, in each case until all of the Senior Obligations have been Paid in Full. If Senior Creditor is required to disgorge any proceeds of collateral for the Senior Obligations, payment or other amount received by such Person (whether because such proceeds, payment or other amount is invalidated, declared to be fraudulent or preferential or otherwise) or turn over or otherwise pay any amount (a "Recovery") to the estate or to any creditor or representative of an Obligor or any other Person, then the Senior Obligations shall be reinstated (to the extent of such Recovery) as if such Senior Obligations had never been paid and to the extent Subordinated Creditor has received proceeds, payments or other amounts to which Subordinated Creditor would not have been entitled under this Agreement had such reinstatement occurred prior to receipt of such proceeds, payments or other amounts, Subordinated Creditor shall turn over such proceeds, payments or other amounts to Senior Creditor for reapplication to the Senior Obligations. A Distribution made pursuant to this Agreement to Senior Creditor which otherwise would have been made to Subordinated Creditor is not, as between the Obligors and Subordinated Creditor, a payment by the Obligors to or on account of the Senior Obligations.

Section 5.4 Waiver. The Subordinated Creditor unconditionally and irrevocably waives, to the fullest extent permitted by applicable law: (a) notice of any of the matters referred to in this Agreement; (b) all notices which may be required by statute, rule of law or otherwise to preserve any rights against the Subordinated Creditor hereunder, including, without limitation, notice of the acceptance of this Agreement, or the creation, renewal, extension, modification or accrual of the Senior Obligations or notice of any other matters relating thereto, any presentment, demand, notice of dishonor, protest, nonpayment of any damages or other amounts payable under any Senior Credit Document or notice of the sale or foreclosure of any collateral; (c) any requirement for the enforcement, assertion or exercise of any right, remedy, power or privilege under or in respect of any Senior Credit Document, including, without limitation, diligence in collection or protection of or realization upon the Senior Obligations or any part thereof or any collateral therefor; (d) any requirement of diligence; (e) any requirement to mitigate the damages resulting from a default by any Obligor under any Senior Credit Document or any Subordinated Credit Document; (f) the occurrence of every other condition precedent to which the Subordinated Creditor or any Obligor may otherwise be entitled; (g) the right to require the Senior Creditor to proceed against any Obligor or any other person liable on the Senior Obligations, to proceed against or exhaust any security held by any Obligor or any other person, or to pursue any other remedy in the Senior Creditor's power whatsoever; (h) the right to have the property of any Obligor first applied to the discharge of the Senior Obligations; and (i) until such time that all Senior Obligations have been indefeasibly Paid in Full, any and all rights it may now or hereafter have under any agreement or at law or in equity (including, without limitation, any law subrogating any Obligor to the rights of the Senior Creditor) to assert any claim against or seek contribution, indemnification or any other form of reimbursement from any Obligor or any other party liable for payment of any or all of the Senior Obligations for any payment made by any Obligor under or in connection with the Senior Credit Documents or otherwise. All of the Senior Obligations shall be deemed to have been made or incurred in reliance upon this Agreement.

Section 5.5 Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by U.S. mail or sent by telecopy (with confirmed receipt or followed by overnight delivery) to the addresses (or telecopy numbers) set forth on the signature pages hereof. Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt or, if mailed, the third business day following the date so mailed, if earlier.

Section 5.6 No Impairment. No right of Senior Creditor to enforce the subordination of the Subordinated Obligations may be impaired by any act or failure to act by any Obligor or Senior Creditor or by the failure of any Obligor, Senior Creditor or Subordinated Creditor to comply with this Agreement.

Section 5.7 Amendment and Waiver. No alteration, modification, amendment or waiver of any terms and conditions of this Agreement shall be effective or enforceable against the Senior Creditor unless set forth in a writing signed by the Senior Creditor.

Section 5.8 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement and any claim, controversy or dispute related to or in connection with this Agreement, any Credit Document or any of the transactions contemplated hereby or thereby, the relationship of the parties hereto and the interpretation and enforcement of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT IN THE STATE OF NEW YORK IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND CONSENTS TO THE PLACING OF VENUE IN NEW YORK COUNTY OR OTHER COUNTY PERMITTED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT ANY SENIOR CREDIT DOCUMENT, SUBORDINATED CREDIT DOCUMENT OR INSTRUMENT REFERRED TO HEREIN MAY NOT BE LITIGATED IN OR BY SUCH COURTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AGREES NOT TO SEEK AND HEREBY WAIVES THE RIGHT TO ANY REVIEW OF THE JUDGMENT OF ANY SUCH COURT BY ANY COURT OF ANY OTHER NATION OR JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF SUCH JUDGMENT. EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.5. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 5.9 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other means of electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5.10 Obligations Hereunder Not Affected. All rights and interest of Senior Creditor hereunder, and all agreements and obligations of Subordinated Creditor and the Obligors hereunder, shall remain in full force and effect irrespective of:

- (a) any lack of validity or enforceability of any document evidencing any of the Senior Obligations;
- (b) any change in the time, manner or place of payment of, or any other term of, all or any of the Senior Obligations, or any other amendment or waiver of or any release or consent to departure from any of the Senior Credit Documents;
- (c) any exchange, subordination, release or non-perfection of any collateral for all or any of the Senior Obligations;
- (d) any failure of Senior Creditor to assert any claim or to enforce any right or remedy against any other party hereto under the provisions of this Agreement or any Senior Credit Document other than this Agreement;
- (e) any reduction, limitation, impairment or termination of the Senior Obligations for any reason (other than with the affirmative consent of the Senior Creditor and/or any of its transferees), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Obligors and Subordinated Creditor hereby waive any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Senior Obligations (other than any of the foregoing to which the Senior Creditor and/or its transferees have provided their affirmative consent); and

(f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Obligors in respect of the Senior Obligations or Subordinated Obligations in respect of this Agreement.

Subordinated Creditor acknowledges and agrees that Senior Creditor may in accordance with the terms of the Senior Credit Documents, without notice or demand and without affecting or impairing Subordinated Creditor's obligations hereunder, from time to time, (i) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Senior Obligations and the Senior Credit Documents or any part thereof, including, without limitation, to increase or decrease the rate of interest thereon or the principal amount thereof, provided that, without the consent of Subordinated Creditor, no change in the terms of the Senior Obligations or the Senior Credit Documents shall result in the aggregate principal amount exceeding the Maximum Aggregate Principal Amount of Senior Obligations; (ii) take or hold security for the payment of the Senior Obligations and exchange, enforce, foreclose upon, waive and release any such security; (iii) apply such security and direct the order or manner of sale thereof as Senior Creditor in its sole discretion, may determine; (iv) release and substitute one or more endorsers, warrantors, borrowers or other obligors; and (v) exercise or refrain from exercising any rights against any Obligor or any other Person. The Senior Obligations shall continue to be treated as Senior Obligations and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Creditor and Subordinated Creditor even if all or part of the Senior Obligations or the security interests securing the Senior Obligations are subordinated, set aside, avoided, invalidated or disallowed.

Section 5.11 Representations and Warranties of Subordinated Creditor. To induce Senior Creditor to execute and deliver this Agreement, Subordinated Creditor hereby represents and warrants to Senior Creditor that as of the date hereof: (a) it is duly formed and validly existing under the laws of the jurisdiction of its organization and has the legal capacity, power and authority to enter into, execute, deliver and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action; (b) the execution of this Agreement by Subordinated Creditor will not violate or conflict with (i) the organizational documents of Subordinated Creditor, (ii) any agreement binding upon Subordinated Creditor or (iii) any applicable law, regulation or order or require any consent or approval which has not been obtained; (c) this Agreement is the legal, valid and binding obligation of Subordinated Creditor, enforceable against Subordinated Creditor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by equitable principles; (d) Subordinated Creditor is the sole owner, beneficially and of record, of all of the Subordinated Credit Documents and the Subordinated Obligations; and (e) the Subordinated Obligations are unsecured.

Section 5.12 Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the respective heirs, legal representatives, successors and assigns of Senior Creditor, Subordinated Creditor and the Obligors. To the extent permitted under the Senior Credit Documents, Senior Creditor may, from time to time, without notice to Subordinated Creditor, assign or transfer any or all of the Senior Obligations or any interest therein to any Person and, notwithstanding any such assignment or transfer, or any subsequent assignment or transfer, the Senior Obligations shall, subject to the terms hereof, be and remain Senior Obligations for purposes of this Agreement, and every permitted assignee or transferee of any of the Senior Obligations or of any interest therein shall, to the extent of the interest of such permitted assignee or transferee in the Senior Obligations, be entitled to rely upon and be the third party beneficiary of the subordination provided under this Agreement and shall be entitled to enforce the terms and provisions hereof to the same extent as if such assignee or transferee were initially a party hereto.

Section 5.13 Relative Rights; No Right of Obligors to Enforce. This Agreement shall define the relative rights of Senior Creditor and Subordinated Creditor. Each Obligor understands that this Agreement is for the sole benefit of Senior Creditor and Subordinated Creditor and their respective successors and assigns, and that such Obligor is not an intended beneficiary or third party beneficiary thereof. It is understood and agreed that no Obligor nor any of their affiliates shall have any right to enforce any term, provision or agreement of this Agreement against Senior Creditor and/or Subordinated Creditor. Nothing in this Agreement shall (a) impair, as among the Obligors, Senior Creditor and as between the Obligors and Subordinated Creditor, the obligation of the Obligors with respect to the payment of the Senior Obligations and the Subordinated Obligations in accordance with their respective terms or (b) affect the relative rights of Senior Creditor or Subordinated Creditor with respect to any other creditors of the Obligors. The terms of this Agreement shall govern even if all or any part of the Senior Obligations or the Liens in favor of Senior Creditor are avoided, disallowed, unperfected, set aside or otherwise invalidated in any judicial proceeding or otherwise.

Section 5.14 Continuation of Subordination; Termination of Agreement. This Agreement shall remain in full force and effect until the Payment in Full of the Senior Obligations after which this Agreement shall terminate without further action on the part of the parties hereto; provided, that if any payment is, subsequent to such termination, recovered from any holder of Senior Obligations, this Agreement shall be reinstated.

Section 5.15 Specific Performance; Additional Remedies. Senior Creditor may demand specific performance of this Agreement and Subordinated Creditor hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense that might be asserted to bar the remedy of specific performance in any action which may be brought by Senior Creditor. If Subordinated Creditor violates any of the terms of this Agreement, in addition to any remedies in law, equity, or otherwise, Senior Creditor may restrain such violation in any court of law and may, in its own or in any Obligor's name, interpose this Agreement as a defense in any action by Subordinated Creditor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered by their respective duly authorized representatives as of the date first above written.

INTERSECTIONS INC.

By: /s/ Michael Stanfield
Name: Michael Stanfield
Title: Chairman of the Board

Notice Address:
3901 Stonecroft Boulevard
Chantilly, Virginia 20151
Attention:
Telephone:
Facsimile:

PEAK6 STRATEGIC CAPITAL LLC, as Senior Creditor

By: /s/ Jay Coppoletta
Name: Jay Coppoletta
Title: Chief Legal Officer

Notice Address:
141 W. Jackson Blvd.
Suite 500
Chicago, IL 60604
Telephone: 312-444-8000

LOEB HOLDING CORPORATION, as Subordinated Creditor

By: /s/ Bruce Lev
Name: Bruce Lev
Title: Managing Director

SUBORDINATION AGREEMENT

SUBORDINATION AGREEMENT, dated as of June 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "Agreement"), among PEAK6 STRATEGIC CAPITAL LLC, INTERSECTIONS INC. and DAVID A. MCGOUGH. The parties hereto hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Bankruptcy Code" shall mean the provisions of Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"Bankruptcy Laws" shall mean the Bankruptcy Code, and all other applicable federal, state, provincial or foreign liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief law affecting creditors' rights generally, as amended and in effect from time to time.

"Borrower" means Intersections Inc. together with any permitted successors and assigns.

"Distribution" shall mean, with respect to any indebtedness, obligation or security, (a) any payment or distribution by any Person of cash, securities or other property (including, without limitation, any payment in the form of a deferred purchase price, earn-out or other contingent obligation), by set-off or otherwise, on account of such indebtedness, obligation or security or (b) any redemption, purchase or other acquisition of such indebtedness, obligation or security by any Person, whether voluntary or involuntary.

"Enforcement Action" has the meaning assigned to such term in Section 4.1.

"Guarantor" means any guarantor of the Senior Obligations together with any successors and assigns.

"Insolvency Proceeding" means any voluntary or involuntary insolvency, bankruptcy, receivership, interim-receivership, custodianship, liquidation, dissolution, reorganization, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person, whether initiated under the Bankruptcy Code or any other Bankruptcy Laws.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, title retention, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Maximum Aggregate Principal Amount of Senior Obligations” shall mean the sum of (a) the principal amount outstanding under the Senior Credit Documents on the date hereof (after giving effect to any prepayments on the date hereof made with the proceeds of the Subordinated Obligations), plus (b) any amount that is used solely to cure a Default or Event of Default under the Senior Credit Documents, plus (c) during an Insolvency Proceeding, an additional 10% of the amount set forth in clause (a) reduced by the amount of any repayments under the Senior Credit Agreement from the date hereof to the beginning of such Insolvency Proceeding.

“Obligor” means either the Borrower or the Guarantor, as the context requires.

“Paid in Full” or “Payment in Full” means, as of any date of determination with respect to the Senior Obligations, that (a) all of the Senior Obligations (except as set forth in clause (c) below and other than contingent indemnification obligations with respect to which a claim has not been asserted) has been paid in full in cash, (b) all commitments to extend credit under the Senior Credit Agreement have expired or terminated and no Person has any further right to obtain any loans or other extensions of credit under the Senior Credit Documents, and (c) any costs, expenses and contingent indemnification obligations which are not yet due and payable but with respect to which a claim has been or may reasonably be expected to be asserted by Senior Creditor, are backed by standby letters of credit (issued by a bank, and in form and substance, reasonably acceptable to Senior Creditor) or cash collateralized, in each case in an amount reasonably estimated by Senior Creditor to be the amount of costs, expenses and contingent indemnification obligations that may become due and payable.

“Permitted Subordinated Debt Payments” means receipt by a Subordinated Creditor of (i) equity securities (including, without any limitation, any warrant or option to acquire equity securities) upon conversion or exchange of Subordinated Obligations in a Qualified Financing as defined by the relevant Subordinated Credit Document, (ii) indebtedness (including, without limitation, any indebtedness issued upon conversion or exchange in a Qualified Financing) which, by its terms or pursuant to a subordination agreement, is subordinated to payment of the Senior Obligations as set forth in the proviso below (including any such subordinated indebtedness received by Subordinated Creditor pursuant to any bankruptcy, reorganization plan or other Insolvency Proceeding) or (iii) equity securities of the Borrower or any Guarantor (including any such equity securities received by Subordinated Creditor pursuant to any bankruptcy, reorganization plan or other Insolvency Proceeding); provided that, notwithstanding the foregoing, (x) no equity security or indebtedness described above shall constitute a Permitted Subordinated Debt Payment unless such equity security or indebtedness (a) is subordinated in right of payment to the Senior Obligations (or any debt or equity securities issued in substitution of all or any portion of the Senior Obligations) to at least the same extent as the Subordinated Obligations are subordinated to the Senior Obligations pursuant to this Agreement and with respect to which Senior Creditor and Subordinated Creditor shall have entered into such supplements to or modifications to this Agreement or any other agreement as Senior Creditor may reasonably request to reflect the subordination of such equity security or indebtedness to the Senior Obligations (or any debt or equity securities issued in substitution of all or a portion thereof) at least to the same extent as provided in this Agreement, (b) does not have the benefit of any obligation of any Person (whether as issuer, guarantor or otherwise) unless the Senior Obligations have at least the same benefit of the obligation of such Person (with the obligations of such Person to Subordinated Creditor to be subordinated to such Person’s obligations to Senior Creditor to at least the same extent as the Subordinated Obligations are subordinated to the Senior Obligations pursuant to the terms of this Agreement), (c) is unsecured and (d) does not have any terms, and are not subject to or entitled to the benefit of any agreement or instrument that has terms, that are more burdensome to the issuer of or other obligor on such debt or equity securities than are the terms of the Senior Credit Documents, unless the Senior Obligations are amended to have the same benefit, and (y) for the avoidance of doubt, in no event shall any cash paid or payable by any Obligor in respect of or in connection with any such equity security or indebtedness constitute a Permitted Subordinated Debt Payment.

“Person” shall mean any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other entity, whether acting in an individual, fiduciary or other capacity.

“Senior Credit Agreement” means the Credit Agreement, dated as of April 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time) among the Borrower, certain other parties thereto and Peak6 Investments, L.P.

“Senior Credit Documents” means the Senior Credit Agreement, any Note, this Agreement, any guaranty, any Security Agreements and any other documents delivered to the Senior Creditor by any Obligor evidencing, guarantying or securing or otherwise relating to the Senior Obligations, all as defined in (other than the definition of Obligor), and pursuant to, the Senior Credit Agreement.

“Senior Creditor” means Peak6 Strategic Capital LLC.

“Senior Default” means any Default or Event of Default, each as defined in the Senior Credit Agreement.

“Senior Obligations” means collectively, all Obligations (as defined in the Senior Credit Agreement) and all other obligations, liabilities and indebtedness of every nature of each Obligor from time to time owed to Senior Creditor under the Senior Credit Documents, including, without limitation, the principal amount of all debts, claims and indebtedness, accrued and unpaid interest accruing thereon (including, without limitation, interest accruing after the commencement of an Insolvency Proceeding, without regard to whether or not such interest is an allowed claim) and all fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and from time to time hereafter owing, due or payable, whether before or after the filing of an Insolvency Proceeding together with any interest, fees, costs and expenses accruing thereon after the commencement of an Insolvency Proceeding, without regard to whether or not such interest, fees, costs and expenses are an allowed claim. Senior Obligations shall be considered to be outstanding whenever any loan or commitment under the Senior Credit Documents is outstanding; provided that, except with the consent of Subordinated Creditor, the outstanding principal amount of the Senior Obligations shall in no event exceed the Maximum Aggregate Amount of Senior Obligations.

“Subordinated Credit Documents” means any note, this Agreement, any guaranty, any security agreements, any credit agreements and any other documents delivered to the Subordinated Creditor by the any Obligor evidencing, guarantying or securing the Subordinated Obligations, in each case, as the same may be amended, restated, supplemented or otherwise modified from time to time as permitted hereunder.

“Subordinated Creditor” means David A. McGough, in its capacity as a holder of the Subordinated Obligations.

“Subordinated Obligations” means the subordinated promissory noted dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time as permitted hereunder) in the principal amount of \$1,000,000.00 issued by the Borrower to the Subordinated Creditor (including, without limitation, interest, fees, costs or other payments on the Subordinated Obligations paid or accrued after the commencement of an Insolvency Proceeding and whether or not such claims are deemed allowed or recoverable in any Insolvency Proceeding, and payment of or for adequate protection pursuant to any Insolvency Proceeding), together with all costs of collection or enforcement, including, without limitation, reasonable attorneys’ fees incurred in any collection efforts or in any action or proceeding.

Section 1.2 Other Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Senior Credit Agreement.

Section 1.3 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any person shall be construed to include such person’s successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, and Schedules shall be construed to refer to Articles and Sections of, and Schedules to, this Agreement, (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and general intangibles and (f) references to sections of, or rules under, the Securities Act or the Exchange Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the Securities and Exchange Commission from time to time.

ARTICLE II: SUBORDINATION

Section 2.1 Subordination. Each Obligor covenants and agrees, and Subordinated Creditor by its acceptance of the Subordinated Credit Documents (whether upon original issue or upon transfer or assignment) likewise covenants and agrees, notwithstanding anything to the contrary contained in any of the Subordinated Credit Documents, that the payment of any and all of the Subordinated Obligations shall be subordinate and subject in right and time of payment, to the extent and in the manner hereinafter set forth, to the prior Payment in Full of the Senior Obligations (including, without limitation, interest, fees, costs or other payments on the Senior Obligations paid or accrued after the commencement of an Insolvency Proceeding and whether or not such claims are deemed allowed or recoverable in any Insolvency Proceeding, and payment of or for adequate protection pursuant to any Insolvency Proceeding).

Section 2.2 Prohibited Payments. Notwithstanding the terms of the Subordinated Credit Documents, each Obligor hereby agrees that it may not make (or permit any of its subsidiaries to make), and Subordinated Creditor hereby agrees that it will not accept, any Distribution with respect to the Subordinated Obligations (other than Permitted Subordinated Debt Payments) until the Senior Obligations are Paid in Full.

Section 2.3 Turnover.

(a) Except for Permitted Subordinated Debt Payments, Subordinated Creditor agrees not to accept any Distribution in respect of the Subordinated Obligations (from any Obligor or otherwise) nor take Enforcement Action or any other action designed to secure indirectly from any Obligor any payment on account of the Subordinated Obligations without the express, prior written consent of the Senior Creditor, and Subordinated Creditor agrees to pay over to Senior Creditor any payments (other than Permitted Subordinated Debt Payments permitted to be made hereunder) that may be received by it from any Obligor or any other Person (or otherwise with respect to the Subordinated Obligations) at any time until the Senior Obligations have been Paid in Full. In case any Distribution or other payment (other than Permitted Subordinated Debt Payments) shall be paid or delivered to Subordinated Creditor under the circumstances described in the preceding sentence before the Senior Obligations shall have been Paid in Full, such Distributions and payments shall not be commingled with any of the assets of Subordinated Creditor, shall be held in trust by Subordinated Creditor for Senior Creditor and shall be immediately paid and delivered to Senior Creditor or its nominee (in the form received and endorsed over to Senior Creditor or its nominee).

(b) Subordinated Creditor further agrees not to sell, assign, transfer or endorse any Subordinated Obligations to anyone (i) without giving prior written notice of such action to Senior Creditor and (ii) unless such assignee or transferee agrees in writing (in form and substance reasonably acceptable to the Senior Creditor) to be bound by, and be a party to, this Agreement. Notwithstanding the failure of Subordinated Creditor to comply with this Section 2.3(b) and the failure of any assignee or transferee to execute or deliver the joinder described above, the subordination effected hereby shall survive any sale, assignment, pledge, disposition or other transfer of all or any portion of the Subordinated Obligations, and the terms of this Agreement shall be binding upon the successors and assigns of Subordinated Creditor.

Section 2.4 No Modification. Subordinated Creditor and the Borrower shall not amend, modify, restate, supplement, alter or change in any respect the terms of any Subordinated Credit Document or any other arrangement related to the Subordinated Obligations without the prior written consent of the Senior Creditor; provided that Subordinated Creditor may, without the prior written consent of Senior Creditor, extend the scheduled maturity date of the Subordinated Obligations (as set forth in the Subordinated Credit Documents in effect on the date hereof).

Section 2.5 Liquidation, Dissolution, Bankruptcy. In the event of any Insolvency Proceeding involving any Obligor:

(a) All Senior Obligations shall first be Paid in Full before any Distribution, whether in cash, securities or other property, shall be made to Subordinated Creditor on account of the Subordinated Obligations.

(b) Any Distribution, whether in cash, securities or other property which would otherwise, but for the terms hereof, be payable or deliverable in respect of the Subordinated Obligations shall be paid or delivered directly to Senior Creditor (to be held and/or applied by Senior Creditor in accordance with the terms of the Senior Credit Documents) until all Senior Obligations are Paid in Full. Subordinated Creditor irrevocably authorizes, empowers and directs any debtor, debtor in possession, receiver, interim receiver, trustee, liquidator, custodian, conservator, monitor or other Person having authority, to pay or otherwise deliver all such Distributions to Senior Creditor for application to the Senior Obligations until Payment in Full of the Senior Obligations. Subordinated Creditor also irrevocably authorizes and empowers Senior Creditor, in the name of Subordinated Creditor, to demand, sue for, collect and receive any and all such Distributions. Subordinated Creditor will duly and promptly take such action, at the expense of the Obligors, as Senior Creditor may reasonably request (x) to collect the Subordinated Obligation for the account of Senior Creditor and to file appropriate claims or proofs of claim with respect thereto, (y) to execute and deliver to Senior Creditor such powers of attorney, assignments or other instruments as Senior Creditor may request in order to enable it to enforce any and all claims with respect to the Subordinated Obligation, and (z) to collect and receive for the account of Senior Creditor any and all payments and other Distributions which may be payable or deliverable upon or with respect to the Subordinated Obligation, until the Payment in Full of the Senior Obligation.

(c) Subordinated Creditor agrees to execute, verify, deliver and file any proofs of claim in respect of the Subordinated Obligations requested by Senior Creditor in connection with any such Insolvency Proceeding and hereby irrevocably authorizes, empowers and appoints Senior Creditor as its agent and attorney-in-fact to (i) execute, verify, deliver and file such proofs of claim upon the failure of Subordinated Creditor promptly to do so prior to 30 days before the expiration of the time to file any such proof of claim and (ii) vote such claim in any such Insolvency Proceeding upon the failure of Subordinated Creditor to do so prior to 15 days before the expiration of the time to vote any such claim; provided, Senior Creditor shall have no obligation to execute, verify, deliver, file and/or vote any such proof of claim. In the event that Senior Creditor votes any claim in accordance with the authority granted hereby, Subordinated Creditor shall not be entitled to change or withdraw any such vote. Notwithstanding the foregoing, nothing in this Agreement shall restrict or impair the right of Subordinated Creditor to vote its claim in respect of the Subordinated Obligations in any Insolvency Proceeding; provided that, without the prior written consent of Senior Creditor, Subordinated Creditor may not vote in favor of a plan of reorganization in an Insolvency Proceeding that contravenes the priority or subordination provisions of this Agreement.

(d) Subordinated Creditor agrees that it will consent to, and not object to or oppose any use of cash collateral consented to by Senior Creditor or any financing provided by Senior Creditor to any Obligor or any of its subsidiaries during an Insolvency Proceeding (or any financing provided by any other Person consented to by Senior Creditor) (collectively, "DIP Financing") on such terms and conditions as Senior Creditor, in its sole discretion, may decide. In connection therewith, any Obligor may grant to Senior Creditor Liens and security interests upon all of the property of such Obligor, which Liens and security interests (i) shall secure payment of all Senior Obligations (whether such Senior Obligations arose prior to the commencement of any Insolvency Proceeding or at any time thereafter) and DIP Financing provided by Senior Creditor or consented to by Senior Creditor during the Insolvency Proceeding and (ii) shall be superior in priority to the liens and security interests, if any, in favor of Subordinated Creditor on the property of such Obligor. Subordinated Creditor waives any claim it may now or hereafter have arising out of Senior Creditor's election, in any Insolvency Proceeding, of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by any Obligor, as debtor-in-possession. Subordinated Creditor further agrees that it shall not, without Senior Creditor's prior written consent, (i) commence or continue any Insolvency Proceeding or (ii) propose any plan of reorganization, compromise, arrangement or proposal or file any motion, pleading or material in support of any motion or plan of reorganization, compromise, arrangement or proposal that (x) is in conflict with the terms of this Agreement or (y) is opposed by Senior Creditor, unless such plan of reorganization, compromise, arrangement or proposal provides for Payment in Full of the Senior Obligations concurrently with the effective time of such plan, compromise, arrangement or proposal.

(e) This Agreement shall constitute a "subordination agreement" for the purposes of Section 510(a) of the Bankruptcy Code and shall be enforceable in any Insolvency Proceeding in accordance with its terms. The Senior Obligations shall continue to be treated as Senior Obligations and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Creditor and Subordinated Creditor even if all or part of the Senior Obligations or the Liens securing the Senior Obligations are subordinated, set aside, avoided, invalidated or disallowed in connection with any such Insolvency Proceeding, and this Agreement shall be reinstated if at any time any payment of any of the Senior Obligations is rescinded or must otherwise be returned by any holder of Senior Obligations or any representative of such holder (a "Senior Recovery") and all rights, interests, priorities and privileges recognized in this Agreement shall apply with respect to any such Senior Recovery. If this Agreement shall have been terminated prior to such Senior Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair, or otherwise affect the obligations of the parties hereto from such date of reinstatement. All references in this Agreement to any Obligor shall include such Obligor as a debtor-in-possession and any receiver or trustee for such Obligor in any Insolvency Proceeding.

(f) Without limiting the foregoing provisions of this Section 2.5 and subject to the other express provisions of this Agreement, in any Insolvency Proceeding involving the Obligors, Subordinated Creditor may exercise rights and remedies generally available to holders of unsecured claims against Obligors.

ARTICLE III: LIENS AND COLLATERAL

Section 3.1 No Liens. No Obligor shall grant to or maintain in favor of Subordinated Creditor, and Subordinated Creditor shall not acquire or hold, any Lien on any asset or properties of any Obligor or any other Person or any guarantees for any of the Subordinated Obligations, other than any guarantee that is subordinated to the Senior Obligations on the same terms set forth herein.

Section 3.2 Disposition and Use of Collateral. Subject to the provisions of this Agreement, Senior Creditor shall have the exclusive right to control all matters regarding any collateral securing the Senior Obligations and any Lien thereon including the disposition, sale and use of such collateral, and the subordination and release of any such Lien, whether in an Insolvency Proceeding or otherwise.

ARTICLE IV: REMEDIES

Section 4.1 Subordinated Creditor's Restricted Remedies. Until the Senior Obligations have been Paid in Full, without the express written consent of Senior Creditor, Subordinated Creditor shall not, except for any automatic acceleration under the Subordinated Credit Documents, (a) take, join or participate in any action or exercise any remedy against any Obligor to enforce the Subordinated Obligations; or (b) take, join or participate in any action, suit or proceeding or exercise any remedy against any guarantor of or pledgor securing the Senior Obligations in order to (i) enforce payment of or collect any of the Subordinated Obligations or (ii) commence judicial or private enforcement of any of the rights and remedies under the Subordinated Credit Documents or applicable law with respect to the Subordinated Obligations; or (c) commence, or join with any other creditor of any Obligor or any guarantor of or pledgor securing the Senior Obligations in commencing, any bankruptcy, reorganization or other Insolvency Proceeding against any Obligor or any guarantor of or pledgor securing the Senior Obligations; or (d) take any action or exercise any remedy against any property or assets of any Obligor or any guarantor of or pledgor securing the Senior Obligations; or (e) contest any Lien on any collateral securing the Senior Obligations; or (f) object in its capacity as holder of the Subordinated Obligations to any proposal by the Senior Creditor to accept any collateral securing the Senior Obligations in full or partial satisfaction of the Senior Obligations; or (g) contest in its capacity as holder of the Subordinated Obligations any request by the Senior Creditor for adequate protection or any objection by the Senior Creditor claiming lack of adequate protection; or (h) accelerate the Subordinated Obligations, other than if an Insolvency Proceeding has commenced or if the Senior Obligations have also been accelerated; or (i) exercise any put option or to cause any Obligor (or other guarantor or obligor in respect of the Subordinated Obligations) to honor any redemption or mandatory prepayment obligation under any Subordinated Credit Document (any of the foregoing being referred to as an "Enforcement Action"). Nothing contained in this Agreement shall be deemed to prevent Subordinated Creditor from filing a proof of claim with respect to the Subordinated Indebtedness or filing any necessary or appropriate pleadings in response to any motion or request seeking disallowance of, or disputing or asserting an objection to, the claim of the Subordinated Creditor with respect to the Subordinated Obligations. Subordinated Creditor understands and agrees that Senior Creditor shall have the right, but shall have no obligation, to cure any default under the Subordinated Obligations without the prior written consent of Subordinated Creditor. Notwithstanding anything contained in this Agreement to the contrary, except for Permitted Subordinated Debt Payments permitted hereunder, in no event shall Subordinated Creditor be entitled to receive and retain any Distribution in respect of the Subordinated Obligations or other securities, equity or otherwise, or other consideration provided for in (i) a plan of reorganization or otherwise in connection with any bankruptcy or other Insolvency Proceeding or (ii) any other judicial or nonjudicial proceeding for the liquidation, dissolution or winding up of any Obligor or the assets or properties of any Obligor, in any case unless the Senior Obligations are Paid in Full.

Section 4.2 Appointment of Attorney-in-Fact. In order to enable Senior Creditor to enforce its rights under this Agreement, Senior Creditor is hereby irrevocably authorized and empowered (in its own name or in the name of Subordinated Creditor or otherwise), but shall have no obligation, to enforce claims comprising any of the Subordinated Obligations by proof of debt, proof of claim, suit or otherwise and take generally any action which Subordinated Creditor might otherwise be entitled to take, as Senior Creditor may deem necessary or advisable for the enforcement of its rights or interests hereunder.

Section 4.3 Further Assurances. To the extent necessary for Senior Creditor to realize the benefits of the subordination of the Subordinated Obligations provided for herein (including, without limitation, the right to receive any and all payments and distributions, other than Permitted Subordinated Debt Payments permitted hereunder, that might otherwise be payable or deliverable with respect to the Subordinated Obligations in any Insolvency Proceeding or otherwise), Subordinated Creditor shall execute and deliver to Senior Creditor such instruments or documents (together with such assignments or endorsements as Senior Creditor shall deem necessary), as may be requested by Senior Creditor.

ARTICLE V: MISCELLANEOUS

Section 5.1 Indemnity for Breach. Subordinated Creditor hereby indemnifies Senior Creditor for any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees and disbursements of counsel arising out of, in connection with, or as a result of, any breach by Subordinated Creditor of this Agreement.

Section 5.2 No Fiduciary Duty. Senior Creditor shall have no duties or responsibilities and shall not, by reason of this Agreement be a trustee for Subordinated Creditor or have any other fiduciary obligations to Subordinated Creditor. Neither Senior Creditor nor any of its directors, officers, employees or agents shall be liable or responsible for any action taken or omitted to be taken by it or them hereunder or in connection herewith, except for its or their own gross negligence or willful misconduct.

Section 5.3 Subrogation. Subject to the last sentence of this Section 5.3, Subordinated Creditor shall not be subrogated to, or be entitled to any assignment of any Senior Obligations or Subordinated Obligations or of any collateral for or guarantees of evidence of any thereof. Subordinated Creditor hereby waives any and all rights to have collateral or any party thereof granted to or held by Senior Creditor marshalled upon any foreclosure or other disposition of such collateral by Senior Creditor or any Obligor with the consent of Senior Creditor. Upon the Payment in Full of all Senior Obligations, Subordinated Creditor shall be automatically subrogated to the remaining rights, if any, of Senior Creditor against any Obligor to the extent of payments received and retained by Senior Creditor which, but for this Agreement, would have been received and retained by Subordinated Creditor; provided, that, Subordinated Creditor would be legally entitled to such subrogation but for the provisions of this Agreement. Without limiting the foregoing, Subordinated Creditor will not exercise (i) any right of subrogation that Subordinated Creditor may now or hereafter have or obtain in respect of the rights of Senior Creditor against any Obligor or any other guarantor or obligor in respect of any of the Senior Obligations or any of the collateral therefor or (ii) any right to participate in any claim or remedy of Senior Creditor against any Obligor or any other guarantor or obligor in respect of any of the Senior Obligations or any collateral therefor, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, in each case until all of the Senior Obligations have been Paid in Full. If Senior Creditor is required to disgorge any proceeds of collateral for the Senior Obligations, payment or other amount received by such Person (whether because such proceeds, payment or other amount is invalidated, declared to be fraudulent or preferential or otherwise) or turn over or otherwise pay any amount (a "Recovery") to the estate or to any creditor or representative of an Obligor or any other Person, then the Senior Obligations shall be reinstated (to the extent of such Recovery) as if such Senior Obligations had never been paid and to the extent Subordinated Creditor has received proceeds, payments or other amounts to which Subordinated Creditor would not have been entitled under this Agreement had such reinstatement occurred prior to receipt of such proceeds, payments or other amounts, Subordinated Creditor shall turn over such proceeds, payments or other amounts to Senior Creditor for reapplication to the Senior Obligations. A Distribution made pursuant to this Agreement to Senior Creditor which otherwise would have been made to Subordinated Creditor is not, as between the Obligors and Subordinated Creditor, a payment by the Obligors to or on account of the Senior Obligations.

Section 5.4 Waiver. The Subordinated Creditor unconditionally and irrevocably waives, to the fullest extent permitted by applicable law: (a) notice of any of the matters referred to in this Agreement; (b) all notices which may be required by statute, rule of law or otherwise to preserve any rights against the Subordinated Creditor hereunder, including, without limitation, notice of the acceptance of this Agreement, or the creation, renewal, extension, modification or accrual of the Senior Obligations or notice of any other matters relating thereto, any presentment, demand, notice of dishonor, protest, nonpayment of any damages or other amounts payable under any Senior Credit Document or notice of the sale or foreclosure of any collateral; (c) any requirement for the enforcement, assertion or exercise of any right, remedy, power or privilege under or in respect of any Senior Credit Document, including, without limitation, diligence in collection or protection of or realization upon the Senior Obligations or any part thereof or any collateral therefor; (d) any requirement of diligence; (e) any requirement to mitigate the damages resulting from a default by any Obligor under any Senior Credit Document or any Subordinated Credit Document; (f) the occurrence of every other condition precedent to which the Subordinated Creditor or any Obligor may otherwise be entitled; (g) the right to require the Senior Creditor to proceed against any Obligor or any other person liable on the Senior Obligations, to proceed against or exhaust any security held by any Obligor or any other person, or to pursue any other remedy in the Senior Creditor's power whatsoever; (h) the right to have the property of any Obligor first applied to the discharge of the Senior Obligations; and (i) until such time that all Senior Obligations have been indefeasibly Paid in Full, any and all rights it may now or hereafter have under any agreement or at law or in equity (including, without limitation, any law subrogating any Obligor to the rights of the Senior Creditor) to assert any claim against or seek contribution, indemnification or any other form of reimbursement from any Obligor or any other party liable for payment of any or all of the Senior Obligations for any payment made by any Obligor under or in connection with the Senior Credit Documents or otherwise. All of the Senior Obligations shall be deemed to have been made or incurred in reliance upon this Agreement.

Section 5.5 Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by U.S. mail or sent by telecopy (with confirmed receipt or followed by overnight delivery) to the addresses (or telecopy numbers) set forth on the signature pages hereof. Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt or, if mailed, the third business day following the date so mailed, if earlier.

Section 5.6 No Impairment. No right of Senior Creditor to enforce the subordination of the Subordinated Obligations may be impaired by any act or failure to act by any Obligor or Senior Creditor or by the failure of any Obligor, Senior Creditor or Subordinated Creditor to comply with this Agreement.

Section 5.7 Amendment and Waiver. No alteration, modification, amendment or waiver of any terms and conditions of this Agreement shall be effective or enforceable against the Senior Creditor unless set forth in a writing signed by the Senior Creditor.

Section 5.8 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement and any claim, controversy or dispute related to or in connection with this Agreement, any Credit Document or any of the transactions contemplated hereby or thereby, the relationship of the parties hereto and the interpretation and enforcement of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT IN THE STATE OF NEW YORK IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND CONSENTS TO THE PLACING OF VENUE IN NEW YORK COUNTY OR OTHER COUNTY PERMITTED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT ANY SENIOR CREDIT DOCUMENT, SUBORDINATED CREDIT DOCUMENT OR INSTRUMENT REFERRED TO HEREIN MAY NOT BE LITIGATED IN OR BY SUCH COURTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AGREES NOT TO SEEK AND HEREBY WAIVES THE RIGHT TO ANY REVIEW OF THE JUDGMENT OF ANY SUCH COURT BY ANY COURT OF ANY OTHER NATION OR JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF SUCH JUDGMENT. EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.5. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 5.9 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other means of electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5.10 Obligations Hereunder Not Affected. All rights and interest of Senior Creditor hereunder, and all agreements and obligations of Subordinated Creditor and the Obligors hereunder, shall remain in full force and effect irrespective of:

- (a) any lack of validity or enforceability of any document evidencing any of the Senior Obligations;
- (b) any change in the time, manner or place of payment of, or any other term of, all or any of the Senior Obligations, or any other amendment or waiver of or any release or consent to departure from any of the Senior Credit Documents;
- (c) any exchange, subordination, release or non-perfection of any collateral for all or any of the Senior Obligations;
- (d) any failure of Senior Creditor to assert any claim or to enforce any right or remedy against any other party hereto under the provisions of this Agreement or any Senior Credit Document other than this Agreement;
- (e) any reduction, limitation, impairment or termination of the Senior Obligations for any reason (other than with the affirmative consent of the Senior Creditor and/or any of its transferees), including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Obligors and Subordinated Creditor hereby waive any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Senior Obligations (other than any of the foregoing to which the Senior Creditor and/or its transferees have provided their affirmative consent); and

(f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Obligors in respect of the Senior Obligations or Subordinated Obligations in respect of this Agreement.

Subordinated Creditor acknowledges and agrees that Senior Creditor may in accordance with the terms of the Senior Credit Documents, without notice or demand and without affecting or impairing Subordinated Creditor's obligations hereunder, from time to time, (i) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Senior Obligations and the Senior Credit Documents or any part thereof, including, without limitation, to increase or decrease the rate of interest thereon or the principal amount thereof, provided that, without the consent of Subordinated Creditor, no change in the terms of the Senior Obligations or the Senior Credit Documents shall result in the aggregate principal amount exceeding the Maximum Aggregate Principal Amount of Senior Obligations; (ii) take or hold security for the payment of the Senior Obligations and exchange, enforce, foreclose upon, waive and release any such security; (iii) apply such security and direct the order or manner of sale thereof as Senior Creditor in its sole discretion, may determine; (iv) release and substitute one or more endorsers, warrantors, borrowers or other obligors; and (v) exercise or refrain from exercising any rights against any Obligor or any other Person. The Senior Obligations shall continue to be treated as Senior Obligations and the provisions of this Agreement shall continue to govern the relative rights and priorities of Senior Creditor and Subordinated Creditor even if all or part of the Senior Obligations or the security interests securing the Senior Obligations are subordinated, set aside, avoided, invalidated or disallowed.

Section 5.11 Representations and Warranties of Subordinated Creditor. To induce Senior Creditor to execute and deliver this Agreement, Subordinated Creditor hereby represents and warrants to Senior Creditor that as of the date hereof: (a) it is duly formed and validly existing under the laws of the jurisdiction of its organization and has the legal capacity, power and authority to enter into, execute, deliver and carry out the terms of this Agreement, all of which have been duly authorized by all proper and necessary action; (b) the execution of this Agreement by Subordinated Creditor will not violate or conflict with (i) the organizational documents of Subordinated Creditor, (ii) any agreement binding upon Subordinated Creditor or (iii) any applicable law, regulation or order or require any consent or approval which has not been obtained; (c) this Agreement is the legal, valid and binding obligation of Subordinated Creditor, enforceable against Subordinated Creditor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by equitable principles; (d) Subordinated Creditor is the sole owner, beneficially and of record, of all of the Subordinated Credit Documents and the Subordinated Obligations; and (e) the Subordinated Obligations are unsecured.

Section 5.12 Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the respective heirs, legal representatives, successors and assigns of Senior Creditor, Subordinated Creditor and the Obligors. To the extent permitted under the Senior Credit Documents, Senior Creditor may, from time to time, without notice to Subordinated Creditor, assign or transfer any or all of the Senior Obligations or any interest therein to any Person and, notwithstanding any such assignment or transfer, or any subsequent assignment or transfer, the Senior Obligations shall, subject to the terms hereof, be and remain Senior Obligations for purposes of this Agreement, and every permitted assignee or transferee of any of the Senior Obligations or of any interest therein shall, to the extent of the interest of such permitted assignee or transferee in the Senior Obligations, be entitled to rely upon and be the third party beneficiary of the subordination provided under this Agreement and shall be entitled to enforce the terms and provisions hereof to the same extent as if such assignee or transferee were initially a party hereto.

Section 5.13 Relative Rights; No Right of Obligors to Enforce. This Agreement shall define the relative rights of Senior Creditor and Subordinated Creditor. Each Obligor understands that this Agreement is for the sole benefit of Senior Creditor and Subordinated Creditor and their respective successors and assigns, and that such Obligor is not an intended beneficiary or third party beneficiary thereof. It is understood and agreed that no Obligor nor any of their affiliates shall have any right to enforce any term, provision or agreement of this Agreement against Senior Creditor and/or Subordinated Creditor. Nothing in this Agreement shall (a) impair, as among the Obligors, Senior Creditor and as between the Obligors and Subordinated Creditor, the obligation of the Obligors with respect to the payment of the Senior Obligations and the Subordinated Obligations in accordance with their respective terms or (b) affect the relative rights of Senior Creditor or Subordinated Creditor with respect to any other creditors of the Obligors. The terms of this Agreement shall govern even if all or any part of the Senior Obligations or the Liens in favor of Senior Creditor are avoided, disallowed, unperfected, set aside or otherwise invalidated in any judicial proceeding or otherwise.

Section 5.14 Continuation of Subordination; Termination of Agreement. This Agreement shall remain in full force and effect until the Payment in Full of the Senior Obligations after which this Agreement shall terminate without further action on the part of the parties hereto; provided, that if any payment is, subsequent to such termination, recovered from any holder of Senior Obligations, this Agreement shall be reinstated.

Section 5.15 Specific Performance; Additional Remedies. Senior Creditor may demand specific performance of this Agreement and Subordinated Creditor hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense that might be asserted to bar the remedy of specific performance in any action which may be brought by Senior Creditor. If Subordinated Creditor violates any of the terms of this Agreement, in addition to any remedies in law, equity, or otherwise, Senior Creditor may restrain such violation in any court of law and may, in its own or in any Obligor's name, interpose this Agreement as a defense in any action by Subordinated Creditor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered by their respective duly authorized representatives as of the date first above written.

INTERSECTIONS INC.

By: /s/ Michael Stanfield

Name: Michael Stanfield
Title: Chairman of the Board

Notice Address:

3901 Stonecroft Boulevard
Chantilly, Virginia 20151
Attention:
Telephone:
Facsimile:

PEAK6 STRATEGIC CAPITAL LLC, as Senior Creditor

By: /s/ Jay Coppoletta

Name: Jay Coppoletta
Title: Chief Legal Officer

Notice Address:

141 W. Jackson Blvd.
Suite 500
Chicago, IL 60604
Telephone: 312-444-8000

DAVID A. MCGOUGH, as Subordinated Creditor

By: /s/ David A. McGough

Name: David A. McGough

Notice Address:

Address
Telephone:
Fax: