

**Must be Postmarked  
No Later Than  
July 1, 2011**

In re Authentidate Holding Corp. Securities Litigation  
c/o The Garden City Group, Inc.  
PO Box 9676  
Dublin, Ohio 43017-4976  
1-888-478-2063

ADT



Claim Number:

Control Number:

## **PROOF OF CLAIM AND RELEASE FORM**

**MUST BE POSTMARKED NO LATER THAN JULY 1, 2011**

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**IF YOU PURCHASED AUTHENTIDATE HOLDING CORP. COMMON STOCK DURING THE PERIOD FROM AND INCLUDING JULY 16, 2004 THROUGH AND INCLUDING MAY 27, 2005 (THE "CLASS PERIOD"), YOU ARE A "CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF A \$1.9 MILLION SETTLEMENT.**

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN **JULY 1, 2011** TO THE FOLLOWING ADDRESS:

In re Authentidate Holding Corp. Securities Litigation  
c/o The Garden City Group, Inc.  
PO Box 9676  
Dublin, Ohio 43017-4976

YOUR FAILURE TO SUBMIT YOUR CLAIM BY **JULY 1, 2011** WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

**QUESTIONS? PLEASE CALL 1-888-478-2063 OR VISIT [WWW.GCGINC.COM](http://WWW.GCGINC.COM)**



**PART I - CLAIMANT IDENTIFICATION**

**Claimant Name(s)** (as you would like the name(s) to appear on the check, if eligible for payment):

**Account Number:** (not required)

**Last 4 digits of Claimant Social Security Number/Taxpayer ID Number:**

**Name of the Person you would like the Claims Administrator to Contact Regarding This Claim** (if different from the Claimant Name(s) listed above):

**Claimant or Representative Contact Information:**

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you MUST notify the Claims Administrator in writing.

**Street Address:**



**City:**

**State and Zip Code:**

**Country (Other than U.S.):**

**Daytime Telephone Number:** (     )     -    

**Evening Telephone Number:** (     )     -    

**Email Address:**

*(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)*

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

**NOTE:** Separate Proofs of Claim should be submitted for each separate legal entity (for example, a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (for example, a Corporation with multiple brokerage accounts should include all transactions made in Authentidate common stock during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in.)



**PART II - TRANSACTIONS IN AUTHENTIDATE COMMON STOCK**

- A. BEGINNING HOLDINGS:** State the total number of shares of Authentidate Holding Corp. ("Authentidate") common stock held at the close of trading on **July 15, 2004**: (If  other than zero, must be documented. If none, write "0" or zero):
- B. PURCHASES:** List all purchases of Authentidate common stock made from and including **July 16, 2004** through and including **May 27, 2005**. (Must be documented):

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares Purchased	Purchase Price Per Share	Aggregate Cost (including commissions, taxes, and fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

NOTE: If you acquired shares of Authentidate common stock by gift, inheritance or operation of law that had been purchased during the above specified time period, report this transaction as if you acquired the shares at the time of the purchase and at the same cost as the person who purchased the shares.

- C. PURCHASES:** State the total number of shares of Authentidate common stock purchased from and including **May 28, 2005**, through and including **August 27, 2005**. (If none, write "0" or zero):
- D. SALES:** List all sales of Authentidate common stock made from and including **July 16, 2004** through and including **August 27, 2005**. (Must be documented):

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Amount Received (net of commissions, taxes, and fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- E. UNSOLD HOLDINGS:** State the total number of shares of Authentidate common stock held at the close of trading on **August 27, 2005**. (If other than zero, must be documented. If none, write "0" or zero):

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX**   
**IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED**



## **PART III - DEFINITIONS AND RELEASE**

### **SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS**

1. I (We) submit this Proof of Claim under the terms of the Stipulation of Settlement (“Settlement”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, including any order the Court issues concerning the Settlement and my (our) claim as a member or members of the Class. I (We) further acknowledge that I (we) will be bound by and subject to the terms of the Final Judgment that may be entered in the Action and the release contained in the Final Judgment.

2. I (We) agree to furnish additional information to the Claims Administrator to support this claim if required to do so.

### **DEFINITIONS AND RELEASE**

(a) I (We) agree, and if I (we) am (are) acting on behalf of another person or entity, that person or entity agrees, to be bound by and subject to the terms of the Notice, the Settlement, the Final Judgment that may be entered in the Action and the release contained in the Final Judgment. I (We) further agree and understand that if the Settlement of the Action is approved by the Court and becomes effective, the “Released Claims” (as defined below) with respect to the “Released Persons” (as defined below) will be released, satisfied, discharged and extinguished forever.

(b) “Action” means the consolidated action, *In re Authentidate Holding Corp. Securities Litigation*, No. 1:05-CV-5323-LTS, filed and pending in the United States District Court for the Southern District of New York and all complaints filed in and consolidated into the Action.

(c) “Class” means all persons who purchased the common stock of Authentidate during the period from and including July 16, 2004 through and including May 27, 2005, excluding any Person who is or was named as a Defendant in the Action at any time, members of their immediate families, current and former directors and officers of Authentidate and their immediate families, and present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries and agents of any of these persons or entities.

(d) “Class Members” means members of the Class who do not timely request exclusion from the Class pursuant to the terms of the Notice.

(e) “Effective Date” means the first date by which the Settlement shall become final and effective.

(f) “Final Judgment” means the judgment and Order, which, if entered by the Court, will finally approve the Settlement as fair, reasonable, and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure, dismiss the Action without costs and with prejudice, release all Released Claims as against the Released Persons, and enjoin Class Members from instituting, continuing, or prosecuting any litigation asserting any Released Claim against any Released Person.

(g) “Individual Defendants” means Surendra Pai, John J. Waters, Denis H. Bunt, Peter R. Smith, and John T. Botti.

(h) “Notice” means the Notice of Proposed Settlement of Class Action and Settlement Hearing disseminated in the Action.

(i) “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

(j) “Related Parties” means each of the past and/or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, advisers, consultants, accountants or auditors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related and/or affiliated entities of Authentidate, or any Person who is or was named as a defendant in the Action, any entity in which any Person who is or was named as a defendant in the Action (including any prior complaints in the Action), has a controlling interest, any members of any Individual Defendant’s immediate family, and/or any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant’s family.

(k) “Released Claims” means any and all claims (including “Unknown Claims” as defined below), causes of action and rights, against any or all of the Released Persons and their Related Parties, belonging to Lead Plaintiff, Lead Plaintiff’s Counsel and any or all members of the Class, and its or their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries and agents, including, without limitation, any claims, causes of action and rights, whether direct, derivative, individual, representative or in any other capacity, arising under federal, state, local or foreign statutory or common law or any other law, rule or regulation, that in any way relate to or arise out of any alleged violation of state or federal securities laws or any misstatement, omission or disclosure (including in financial statements or relating to the USPS Agreement and performance metrics), any claim for arbitration or for contribution under the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995, any alleged breach of duty, breach of fiduciary duty, negligence or fraud, or any other alleged wrongdoing or misconduct by Defendants, and/or the Released Persons and their Related Parties, arising out of or relating in any way to the purchase or sale of shares of common stock by any members of the Class during the Class Period or any other conduct, event or matter alleged in the Complaint. Released Claims also include any such claims that the Released Persons and Released Parties may have against Lead Plaintiff, Lead Plaintiff’s Counsel, and any and all members of the Class.



**PART III - DEFINITIONS AND RELEASE (CONTINUED)**

- (l) "Released Persons" means each and all of Authentidate, the Individual Defendants, and their Related Parties.
- (m) "Unknown Claims" means any Released Claims which any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its determination to enter into, or the terms of any, Settlement with and release of the Released Persons, or that might have affected his, her or its decision not to object to or request exclusion from this Settlement or opt out of the Class. **With respect to any and all Released Claims, upon the Effective Date, Class Members shall expressly waive, shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived the provisions, rights and benefits of California Civil Code §1542, which provides:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**The Class Members shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or foreign law, which is similar, comparable or equivalent to California Civil Code §1542.** Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Class Members shall be deemed by operation of the Final Judgment to have acknowledged that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

- (n) "USPS Agreement" means the agreement dated July 31, 2002 between the United States Postal Service ("USPS") and Authentidate pursuant to which Authentidate served as the preferred provider of USPS electronic postmarks ("EPMs") during the Class Period.
- (o) This release shall be of no force or effect unless and until the Court gives final approval to the Settlement and the Effective Date provided for in the Settlement occurs.



**PART IV - REPRESENTATIONS & SIGNATURE**

**REPRESENTATIONS**

(a) I (We) am (are) a member of the Class described herein, or am acting with authorization on behalf of a member of the following class (the "Class"): All persons who purchased the common stock of Authentidate during the period from and including July 16, 2004 through and including May 27, 2005, excluding any Person who is or was named as a Defendant in the Action at any time, members of their immediate families, current and former directors and officers of Authentidate and their immediate families, and present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries and agents of any of these persons or entities. Also excluded from the Class is any Person who requests exclusion from the Class pursuant to the procedures set forth in the Notice sent to Class Members.

(b) I (We) have read and understood the contents of the Notice with respect to the Settlement of the Action.

(c) Neither I (we), nor the person or entity on whose behalf I am (we are) acting, have or will request that I (we) or the person or entity on whose behalf I am (we are) acting be excluded from the Class.

(d) I (We) believe that I am (we are), or the person or entity on whose behalf I am (we are) acting is, entitled to receive a share of the Net Settlement Fund provided for by the Settlement.

(e) I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases and sales of Authentidate common stock requested in this Proof of Claim Form.

(f) I (We) have not submitted any other claim covering the same purchases of shares of Authentidate common stock. I (We) know of no other person having done so on my (our) behalf or on behalf of the person or entity on whose behalf I am (we are) acting.

(g) I (We) understand that the information contained in this Proof of Claim is subject to such verification as the United States Court for the Southern District of New York may direct. I (We) agree to cooperate in that verification process.

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

(i) I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

(j) If I am (we are) signing on behalf of someone else, I (we) certify and warrant that I am (we are) authorized to execute and submit this Proof of Claim.

I (We) declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim was executed this \_\_\_\_\_ day of

\_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
(Month/Year) (City) (State/Country)

**Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign.)**

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
Print Name of Joint Claimant

\_\_\_\_\_  
Date

***If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:***

\_\_\_\_\_  
Signature of Person Completing Form

\_\_\_\_\_  
Print Name of Person Completing Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity of Person Signing (Executor, President, Trustee, etc.)

## REMINDER CHECKLIST

1. Please sign the Representations & Signature Section of this Proof of Claim and Release Form.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. For an overview of what constitutes adequate supporting documentation please visit [www.gcginc.com](http://www.gcginc.com).
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Release Form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at **1-888-478-2063**. If the Claims Administrator determines that your Proof of Claim and Release Form is deficient in any way, you will receive a Deficiency Notice identifying problems with your claim, and providing you with an opportunity to fix the problems. If you are unable to fix the problems with your claim, you will have the right to request that the Court review the Claims Administrator's decision if you let the Claims Administrator know that you disagree and want the Court to look at your Claim. The Claims Administrator will provide you with instructions on how to obtain Court review of your claim.
7. If you move, please send us your new address to:

**In re Authentidate Holding Corp. Securities Litigation  
c/o The Garden City Group, Inc.  
PO Box 9676  
Dublin, Ohio 43017-4976**

8. **Do not use highlighter on the Proof of Claim and Release Form or supporting documentation.**
9. If you need an additional Proof of Claim and Release Form, or would like a copy of the Stipulation of Settlement, you may obtain copies at [www.gcginc.com](http://www.gcginc.com) or by calling **1-888-478-2063**.

**THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN  
JULY 1, 2011 AND MUST BE MAILED TO:**

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