

## **PROOF OF CLAIM AND RELEASE**

### **GENERAL INSTRUCTIONS:**

1. This complete and signed form must be **postmarked no later than October 1, 2012**. Late claim forms will not be considered.
2. To recover as a Member of the Class based on your claims in the action entitled *Mishkin v. Zynex, Inc., et al.*, Civil Action No. 1:09-cv-00780-REB-KLM (the "Litigation"), you must complete Part I – Claimant Information, Part II – Substitute Form W-9, Part III --Schedule of Transactions, and sign Part IV – Submission To Jurisdiction Of Court And Acknowledgements . If you fail to file a complete and properly addressed (as set forth in paragraph 4 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Litigation.
3. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of settlement in the Litigation.
4. You must mail your completed and signed proof of claim and release postmarked on or before **October 1, 2012**, addressed as follows:

Zynex Securities Claims Administrator  
c/o Class Action Administration, Inc.  
PO Box 6847  
Broomfield, CO 80021
5. If you are NOT a Member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Class Action ("Notice"), DO NOT submit a Proof of Claim and Release form.
6. If you are a Member of the Class, you are bound by the terms of any judgment entered in the Litigation, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.**

### **DEFINITIONS:**

7. "Defendants" means Zynex and the Individual Defendants.
8. "Individual Defendants" means Thomas Sandgaard and Fritz G. Allison.
9. "Litigation" means the securities class actions consolidated under the caption *Mishkin v. Zynex, Inc. et al.*, Case No. 09-cv-780-REB-KLM, that are pending in the Federal District Court for the District of Colorado.
10. "Released Persons" means each and all of the Defendants and each and all of their Related Parties.

### **REMINDER CHECKLIST:**

- \_\_\_ Complete Part I with claimant information and Part II with transactional information
- \_\_\_ Complete and sign Part II (page 3)
- \_\_\_ Review and sign Part IV (page 6)
- \_\_\_ Remember to attach supporting documentation, if available.
- \_\_\_ Do not send any original documents or stock certificates; they will not be returned.
- \_\_\_ Keep a copy of your claim form for your records.
- \_\_\_ To receive delivery confirmation of your claim form, send it Certified Mail, Return Receipt Requested.
- \_\_\_ If your address changes, please update the Claims Administration in writing.

**PART I: CLAIMANT IDENTIFICATION:**

**INSTRUCTIONS:**

1. If you purchased Zynex securities and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.
2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of Zynex securities which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF THE ZYNEX SECURITIES UPON WHICH THIS CLAIM IS BASED.**
3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

**CLAIMANT IDENTIFICATION:**

\_\_\_\_\_  
Beneficial Owner's First Name

\_\_\_\_\_  
Middle Initial

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Joint Owner First Name

\_\_\_\_\_  
Middle Initial

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Current Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP Code

\_\_\_\_\_  
Foreign Province

\_\_\_\_\_  
Foreign Country

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Home Telephone Number

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Work Telephone Number

\_\_\_\_\_  
Owner of Record's Name (if different from beneficial owner listed above)

**PART II: SUBSTITUTE FORM W-9**

**Request for Taxpayer Identification Number ("TIN") and Certification**

Beneficial Owner Name (as reported on tax return): \_\_\_\_\_

Check appropriate box:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Pension Plan  |
| <input type="checkbox"/> Corporation                | <input type="checkbox"/> Partnership   |
| <input type="checkbox"/> Trust                      | <input type="checkbox"/> Estate        |
| <input type="checkbox"/> IRA                        | <input type="checkbox"/> Other (_____) |

Enter Taxpayer Identification Number (TIN) in the appropriate area below.

- For individuals, this is your Social Security Number ("SSN").
- For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN").
- For other entities, provide your Employer Identification Number (EIN).

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Social Security Number

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Employer Identification Number (EIN)

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my correct Taxpayer Identification Number (TIN); and
2. 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 because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Capacity of person signing  
(e.g., Self, Beneficial Owner, Executor, Administrator)

**PART III: SCHEDULE OF TRANSACTIONS IN ZYNEX COMMON STOCK**

**INSTRUCTIONS:**

1. Use this part of the Claim Form to provide all required details of your transaction(s) in Zynex securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
2. On the schedules, provide all of the requested information with respect to all of your purchases and all of your sales of Zynex securities which took place at any time between May 21, 2008 and March 31, 2009, inclusive (the "Class Period"), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.
3. List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.
4. Broker confirmations or other documentation of your transactions in Zynex securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.
5. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant's cost.

**SCHEDULE OF TRANSACTIONS IN ZYNEX COMMON STOCK**

A. Number of shares of Zynex common stock held at the beginning of trading on **May 21, 2008**: \_\_\_\_\_

B. Purchases of Zynex common stock (May 21, 2008 – March 31, 2009, inclusive):

Date of Trade (MM/DD/YYYY)	# of Shares Purchased	Purchase Price per Share	Proof Enclosed (Check Box)
____/____/____	_____	\$ _____	<input type="checkbox"/>
____/____/____	_____	\$ _____	<input type="checkbox"/>
____/____/____	_____	\$ _____	<input type="checkbox"/>
____/____/____	_____	\$ _____	<input type="checkbox"/>
____/____/____	_____	\$ _____	<input type="checkbox"/>

C. Sales of Zynex common stock (May 21, 2008 – June 29, 2009, inclusive):

Date of Trade (MM/DD/YYYY)	# of Shares Sold	Sold Price per Share	Proof Enclosed (Check Box)
____/____/____	_____	\$ _____	<input type="checkbox"/>
____/____/____	_____	\$ _____	<input type="checkbox"/>
____/____/____	_____	\$ _____	<input type="checkbox"/>
____/____/____	_____	\$ _____	<input type="checkbox"/>
____/____/____	_____	\$ _____	<input type="checkbox"/>

D. Number of shares of Zynex common stock held at close of trading on **June 29, 2009**: \_\_\_\_\_

*If you require additional space, attach extra schedules in the same format as above.  
Sign and print your name on each additional page.*

## **PART IV: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS**

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement dated as of November 8, 2011 (“Stipulation”), described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Colorado, with respect to my claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to Lead Counsel to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases or sales of Zynex securities during the Class Period and know of no other Person having done so on my (our) behalf.

### **RELEASE**

3. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the Released Claims against each and all of the Defendants and each and all of their “Related Parties,” defined as each of a Defendant’s past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, agents, controlling shareholders, attorneys, accountants or auditors, advisors, investment advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of an Individual Defendant’s immediate family, or any trust of which the Individual Defendant is the settlor or which is for the benefit of the Individual Defendant’s family.
4. “Released Claims” means and includes any and all claims, debts, demands, controversies, obligations, losses, rights or causes of action or liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’ fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and Unknown Claims (as defined below) that: (i) have been asserted in this Litigation by Lead Plaintiffs on behalf of the Class and its Class Members against any of the Released Persons, or (ii) have been or could have been asserted in any forum by Lead Plaintiffs, Class Members or any of them against any of the Released Persons, which arise out of, relate to or are based upon the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, or referred to in the Complaint, including any claim that arises out of or relates to the purchase of Zynex common stock by any Lead Plaintiff or any Class Member during the Class Period. Released claims shall also include any claims, debts, demands, controversies, obligations, losses, rights or causes of action that Lead Plaintiffs, Class Members or any of them may have against the Released Persons which involve or relate in any way to the defense of the Litigation or the settlement of the Litigation. Released claims shall include, without limitation, claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations. Notwithstanding the foregoing, Released Claims does not include claims to enforce the provisions of this Stipulation or the settlement. Excluded from this release are any and all claims or causes of action which will be or have been brought in the case captioned *Steven T. Hatch*, derivatively on behalf of Nominal Defendant, *Zynex, Inc. v. Thomas Sandgaard, et. al.*, Case No. 11-CV-01964 (RBJ-KLM) (Colo.).
5. “Unknown Claims” shall collectively mean all claims, demands, rights, liabilities, and causes of action of every nature and description which any Lead Plaintiff or 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 settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have 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 Lead Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the 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, which is similar, comparable or equivalent to California Civil Code §1542. The Lead Plaintiffs and 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 Lead Plaintiff shall expressly fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the 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. The Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the 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.

6. This release shall be of no force or effect unless and until the Court approves the Stipulation and it becomes effective on the Effective Date.
7. 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.
8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Zynex securities that occurred during the Class Period as well as the number of shares of Zynex securities held by me (us) at the opening of trading on May 21, 2008, and at the close of trading on March 31, 2009.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Capacity of person signing  
(e.g., Self, Beneficial Owner, Executor, Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**