





**PART II - SCHEDULE OF TRANSACTIONS IN KIT COMMON STOCK**

**A. BEGINNING HOLDINGS:** Number of shares of KIT common stock held at the beginning of trading on **May 19, 2009** (Must be documented).

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Shares					

**B. PURCHASES/ACQUISITIONS:** Purchases or Acquisitions of KIT common stock between **May 19, 2009** and **November 21, 2012**, inclusive (Must be documented):

Trade Date List Chronologically (Month/Day/Year)	Number of Shares Purchased or Acquired	Price Per Share	Total Purchase Price (Excluding taxes, fees, and commissions)
<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"/>	<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"/>

**C. PURCHASES/ACQUISITIONS:** Number of shares of KIT common stock purchased or acquired between **November 22, 2012** and **February 19, 2013**, inclusive.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Shares					

**D. SALES:** Sales of KIT common stock between **May 19, 2009** and **February 19, 2013**, inclusive (Must be documented).

Trade Date List Chronologically (Month/Day/Year)	Number of Shares Sold	Price Per Share	Total Sales Price (Excluding taxes, fees, and commissions)
<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"/>	<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. ENDING HOLDINGS:** Number of shares of KIT common stock held at close of trading on **February 19, 2013** (Must be documented).

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Shares					

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 - RELEASE AND CERTIFICATION

1. To recover as a member of the Settlement Class based on your claims in the action entitled *In re KIT digital, Inc.*, 12 Civ. 4199 (the "Consolidated Action"), you must complete and, on page 4 hereof, sign this Proof of Claim and Release (the "Claim Form"). If you fail to file a properly addressed Claim Form, your Claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Consolidated Action.<sup>1</sup> Submission of this Claim Form, however, does not assure that you will share in the proceeds of the Settlement in the Consolidated Action.

2. I (We) submit this Claim Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my Claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Consolidated Action. 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 acquisitions or sales of KIT common stock during the Class Period and know of no other Person having done so on my (our) behalf.

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 the "Released Parties," defined as (i) any and all Defendants; (ii) any Person which is, was, or will be related to or affiliated with any or all of the Defendants or in which any or all of the Defendants has, had, or will have a controlling interest, including, but not limited to, Costa Brava Partnership III L.P., JEC Capital Partners, LLC, KIT Media Ltd., KIT Capital LLC, and KIT Capital, Ltd.; and (iii) the respective past or present direct or indirect family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, general partners, limited partners, partnerships, joint ventures, affiliated investment funds, affiliated investment vehicles, affiliated investment managers, affiliated investment management companies, member firms, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, bankers, underwriters, brokers, dealers, lenders, attorneys, insurers, co-insurers, re-insurers, and associates of each and all of the foregoing.

4. "Released Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, judgments, decrees, matters, as well as issues and controversies of any kind, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, including Unknown Claims, that Plaintiffs or any and all members of the Settlement Class ever had, now have, or may have, or otherwise could, can, or might assert, whether direct, individual, class, representative, legal, equitable, or of any other type, in their capacity as stockholders of KIT, against any of the Released Parties, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including, but not limited to, any claims under federal securities laws or state common law), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, that were, could have been, or in the future can or might be alleged, asserted, set forth, or claimed in connection with the Consolidated Action or the subject matter of the Consolidated Action in any court, tribunal, forum, or proceeding, including, without limitation, any and all claims that are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the Company's accounting policies and practices during the Class Period; (ii) the Company's acquisition and integration of assets during the Class Period; (iii) the Company's public statements and SEC filings during the Class Period which arise out of or relate in any way to the subject matter of the Consolidated Action; (iv) the Company's stated intent to restate (or the actual restatement of) certain of its prior financial statements; (v) actions taken by the Individual Defendants during the Class Period which arise out of or relate in any way to the subject matter of the Consolidated Action; (vi) any transaction in KIT securities by any Defendant or affiliated entity during the Class Period; and (vii) public statements made by the Individual Defendants during the Class Period which arise out of or relate in any way to the subject matter of the Consolidated Action; provided, however, that the Released Claims shall not include (i) the right to enforce the Stipulation of Settlement; (ii) the right to enforce any confidentiality agreement to which the Parties may enter into in connection with providing Confirmatory Discovery; and (iii) the right to enforce the claims preserved for the Settlement Class Members in the Bankruptcy Proceeding (based solely on their status as current holders of various debt or equity securities of KIT) as set forth in Paragraph 98 of the Stipulation.

<sup>1</sup> Otherwise undefined terms have the definitions provided in the Stipulation of Settlement, dated July 30, 2013 (the "Stipulation").



**PART III - RELEASE AND CERTIFICATION (Continued)**

5. "Unknown Claims" means any claim that Plaintiffs or any members of the Settlement Class does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, including, without limitation, those claims which, if known, might have affected the decision to enter into the Stipulation. With respect to any of the Released Claims, the Parties stipulate and agree that upon final approval of the Settlement, Plaintiffs shall expressly and each member of the Settlement Class shall be deemed to have waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under California Civil Code § 1542 or any law of the United States or any state of the United States, or principle of common law, which is similar, comparable, or equivalent to 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.

Plaintiffs acknowledge, and the members of the Settlement Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiffs, and by operation of law the members of the Settlement Class, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or previously existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs acknowledge, and the members of the Settlement Class by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for, was a material element of the Settlement, and was relied upon by each and all of the Defendants in entering into the Stipulation.

6. This release shall be of no force or effect unless and until the District 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 KIT common stock that occurred during the Class Period, as well as the number and type of KIT common stock held by me (us) at the opening of trading on May 19, 2009, and at the close of trading on February 19, 2013.

I (We) 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_.  
(Month) (Year) (City, State, Country)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print your name here

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print your name here

\_\_\_\_\_  
Capacity of person signing on behalf of Claimant, if other than an individual, e.g., Beneficial Purchaser, Executor, or Administrator, etc.

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

1. Please sign the Proof of Claim and Release.
2. If this claim is made on behalf of Joint Claimants, then both must sign.
3. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
4. Keep a copy of your completed Proof of Claim and all documentation submitted for your records.
5. The Claims Administrator will acknowledge receipt of your Proof of Claim 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 **1-800-231-1815**.
6. If you move, you must send the Claims Administrator your new address. Otherwise, any funds allocated to your claim are subject to forfeiture.
7. **Do not use highlighter on the Proof of Claim or supporting documentation.**
8. If you have any questions or concerns regarding your Proof of Claim, please contact the Claims Administrator at the address listed below or at **1-800-231-1815**, or visit **[www.KITSecuritiesLitigation.com](http://www.KITSecuritiesLitigation.com)**

**THIS PROOF OF CLAIM MUST BE POSTMARKED ON OR BEFORE  
FEBRUARY 12, 2014 AND MUST BE MAILED TO:**

***In re KIT digital, Inc. Securities Litigation***  
**c/o GCG**  
**P.O. Box 9989**  
**Dublin, OH 43017-5989**