

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re VELTI PLC SECURITIES)
LITIGATION)
_____)
This Document Relates To:)
ALL ACTIONS.)
_____)

Master File No. 3:13-cv-03889-WHO
(Consolidated with Case Nos.
3:13-cv-03954-WHO
3:13-cv-04140-WHO
3:13-cv-04606-WHO
3:14-cv-00372-WHO)
CLASS ACTION

NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION WITH
REMAINING DEFENDANTS

**IMPORTANT NOTICE ISSUED AT DIRECTION OF FEDERAL COURT
(THIS IS NOT A LAWYER SOLICITATION)
YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT¹**

Subject to Court approval, Plaintiffs have reached a \$750,000 settlement (the “Settlement”) with Jefferies LLC (f/k/a Jefferies and Company, Inc.); RBC Capital Markets, LLC; Needham & Company, LLC; and Canaccord Genuity Inc. (the “Underwriter Defendants”), and Baker Tilly Virchow Krause, LLP (“Baker Tilly,” and collectively with the Underwriter Defendants, the “Settling Defendants”), the underwriters and auditor of Velti plc (“Velti” or the “Company”), respectively. The Settlement finally resolves claims in *In re Velti plc Securities Litigation*, Master File No. 3:13-cv-03889-WHO (the “Class Action”). The Class Action alleges that Velti and certain of its current and/or former officers and directors (the “Individual Defendants”) and Velti’s former auditor, Baker Tilly, committed violations of the antifraud provisions of the Securities Exchange Act of 1934 (the “Exchange Act”) during the Class Period of January 27, 2011 to August 20, 2013 (the “Class Period”). The Class Action also alleges that Velti, certain of the Individual Defendants, Baker Tilly, and the Underwriter Defendants issued materially false statements or omissions in connection with Velti’s Initial Public Offering and Secondary Public Offering in violation of the Securities Act of 1933 (the “Securities Act”), which violations also occurred during the Class Period. Specifically, the Class Action was filed following the August 20, 2013 announcement by Velti that the Company made a decision to write down more than \$100 million in outstanding receivables in its financial results for the second fiscal quarter of 2013.

Claims against Velti and several of the Company’s directors and officers were already resolved as part of a partial settlement in exchange for the creation of a \$9.5 million settlement fund (the “Partial Settlement”). **If you have already submitted a Proof of Claim as part of the Partial Settlement, you do not need to submit any further information to participate in the Settlement. If you did not submit a Proof of Claim for the Partial Settlement, but you do submit a Proof of Claim for this Settlement, your Proof of Claim submitted for this Settlement will be used for the Partial Settlement as well as this Settlement.**

¹ All capitalized terms herein, unless otherwise defined, have the same meaning as set forth in the July 28, 2016 Stipulation and Agreement of Settlement with Remaining Defendants (the “Settlement Agreement” or the “Settlement”), which is available for inspection at www.veltisecuritieslitigation.com.

Following the Partial Settlement with the Company and Individual Defendants, Plaintiffs continued to pursue claims against the Settling Defendants. The Court, however, dismissed all of Plaintiffs' claims against the Settling Defendants. Thereafter, Plaintiffs' filed a notice of appeal from the Court's dismissal. While the appeal was pending, Plaintiffs and the Settling Defendants reached the proposed Settlement to resolve the remaining claims in the Class Action.

The Settling Defendants deny any claims of wrongdoing or violations of law, but have agreed to settle the Class Action to avoid the burden and cost of further litigation.

You may be a Settlement Class Member if you purchased or otherwise acquired the securities of Velti between January 27, 2011 and August 20, 2013, inclusive. If you received the Postcard Notice, you have been identified as a likely Settlement Class Member based on records provided by Velti to the Claims Administrator appointed by the Court.

Your Legal Rights Are Affected Even If You Do Not Act. Please Read This Notice Carefully.

A SUMMARY OF YOUR RIGHTS AND CHOICES

You May:	Summary:	Due Date:
Submit a Proof of Claim and Release ("Proof of Claim") only if you did not previously submit a Proof of Claim in the Partial Settlement.	<p>If you have <i>not</i> already submitted a Proof of Claim as part of the Partial Settlement, you must do so now in order to be eligible to receive a distribution from this Settlement. That Proof of Claim will be used for this Settlement and the Partial Settlement. If you submit a Proof of Claim, you will be bound by the terms of the Settlement and give up your right to sue on your own regarding any claims that are part of the Settlement.</p> <p><u>If you did previously submit a Proof of Claim in the Partial Settlement, you do not need to do so again. Your prior claim will be used again unless you opt out of this Settlement as described below. Unless you opt out, you will be bound by the terms of the Settlement and give up your right to sue on your own regarding any claims that are part of the Settlement.</u></p>	January 18, 2017
Ask to be Excluded	<p>You can opt out of the Settlement. If you do so, you will not be eligible to receive a distribution from the Net Settlement Fund pursuant to the Amended Plan of Distribution. You will retain, however, the right to sue on your own regarding any claims that are part of the Settlement.</p> <p>Even if you requested exclusion from the Partial Settlement, you still need to request exclusion from this Settlement if you wish to be excluded from this Settlement.</p>	January 18, 2017
Submit an Objection	You may write to the Court and explain why you do not like the Settlement. You may appear and speak at the Settlement Hearing on your own or through a lawyer hired by you. After your objection is heard by the Court, you may submit a Proof of Claim.	January 18, 2017
Do Nothing	If you did not already submit a Proof of Claim as part of the Partial Settlement and do not submit a Proof of Claim now, you will receive no money or compensation. You also give up whatever existing rights you may have to sue on your own regarding any claims that are part of the Settlement.	

**THESE RIGHTS AND OPTIONS
AND THE DEADLINE TO EXERCISE THEM
ARE EXPLAINED IN THIS NOTICE**

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BASIC INFORMATION

1. Why Is There a Notice?

The purpose of this Notice is to inform potential Settlement Class Members about the proposed Settlement of the Class Action with Remaining Defendants, before the Court decides whether to approve the Settlement. This Notice explains:

- What the Class Action lawsuit and the Settlement are about.
- Who is a Settlement Class Member.
- Who represents the Settlement Class Members in the Class Action.
- What your legal rights and choices are.
- How and by when you need to act.

2. What Is a Class Action and Who Is Involved?

In a class action lawsuit, one or more people (called the “Lead Plaintiff,” “Plaintiffs” or proposed “Class Representatives”) sue on behalf of persons who are believed by such persons initiating the lawsuit to have similar claims. These people are collectively called the proposed “Class” or proposed “Class Members.” Certain of the persons or entities that initiated this Class Action, the Lead Plaintiff and Plaintiffs, and Baker Tilly and the Underwriter Defendants (who are referred to as the “Settling Defendants”) have reached a proposed Settlement of the Class Action. The Court that is considering whether to approve the Settlement has allowed, or “certified”, this case as a class action for purposes of this Settlement only, and all decisions that the Court makes concerning the Settlement will affect everyone in the Settlement Class.

3. What Lawsuit Is Involved In This Settlement?

A consolidated securities class action is pending in the United States District Court for the Northern District of California entitled *In re Velti plc Securities Litigation*, Master File No.3:13-cv-03889-WHO (defined above as the “Class Action”).

4. What Is This Class Action About?

The Class Action alleges that Velti, certain of its current and/or former officers and directors (the “Individual Defendants”) and Velti’s former auditor, Baker Tilly, committed violations of the antifraud provisions of the Exchange Act. The Class Action also alleges that Velti, certain of the Individual Defendants, Baker Tilly, and the Underwriter Defendants issued materially false statements or omissions in connection with Velti’s Initial Public Offering and Secondary Public Offering in violation of the Securities Act. The Class Action was filed following the August 20, 2013 announcement by Velti that the Company made a decision to write down more than \$100 million in outstanding receivables in its financial results for the second fiscal quarter of 2013. As set forth in the pleadings on file in the Class Action, Plaintiffs allege that during the Class Period, the Defendants failed to disclose material information, among other things: (1) that the Company was having difficulties collecting certain receivables; (2) that certain of the Company’s receivables were uncollectible; (3) that, as a result, the Company’s revenues and receivables were overstated during the proposed Class Period; (4) that the Company lacked adequate internal and financial controls; and (5) that, as a result of the foregoing, the Company’s statements and reported financial results during the Class Period were materially false and misleading.

On October 1, 2015, the Court dismissed all of Plaintiffs' claims against the Settling Defendants. On December 1, 2015, Plaintiffs filed a notice of appeal to the Ninth Circuit. While the appeal was pending, Plaintiffs and the Settling Defendants reached the proposed Settlement to resolve the remaining claims in the Class Action.

The Settling Defendants deny any claims of wrongdoing or violations of law, but have agreed to settle the Class Action to avoid the burden and cost of further litigation, as further detailed below.

5. Why Is There a Settlement?

While the Court dismissed all of Plaintiffs' claims against the Settling Defendants, Plaintiffs filed a notice of appeal to the Ninth Circuit. The Ninth Circuit did not rule on the appeal in favor of either the Plaintiffs or the Settling Defendants.

Plaintiffs and Plaintiffs' Counsel believe that the claims asserted in the Class Action have merit, but believe that the Settlement is in the best interests of the Settlement Class. Plaintiffs and Plaintiffs' Counsel recognize the expense and length of continued proceedings necessary to prosecute the Class Action against the Released Defendants through discovery and trial. Plaintiffs and Plaintiffs' Counsel also have taken into account the uncertain outcome and the risk of going to trial, especially in complex actions such as this Class Action, as well as the risks posed by the difficulties and delays inherent in such litigation. Plaintiffs and Plaintiffs' Counsel also are aware of the defenses to the securities law violations asserted in the Class Action. Plaintiffs and Plaintiffs' Counsel believe that the Settlement confers substantial benefits upon the Settlement Class in light of the circumstances present here, including the Court's dismissal of all claims against the Settling Defendants and the challenges of succeeding on an appeal to the Ninth Circuit. Based on their evaluation, Plaintiffs and Plaintiffs' Counsel have determined that the Settlement is in the best interests of Plaintiffs and the Settlement Class.

The Settling Defendants have denied and continue to deny that they have violated the Securities Act or the Exchange Act (also referred to collectively as the federal securities laws) identified in the Class Action or any other laws, and maintain that their conduct was at all times proper and in compliance with all applicable laws. The Settling Defendants have denied and continue to deny specifically each and all of the claims and contentions alleged in the Class Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that should have been alleged, in the Class Action. In addition, the Settling Defendants maintain that they have meritorious defenses to all claims alleged in the Class Action.

Nonetheless, taking into account the uncertainty, risks, and costs inherent in going to trial, especially in complex cases such as this Class Action, the Settling Defendants have concluded that continuing with this Class Action could consume resources and be distracting. The Settling Defendants have, therefore, determined that it is better that the Class Action be settled in the manner and with the terms and conditions set forth in the Settlement.

The proposed Settlement is with the Settling Defendants. The Settlement Agreement provides a release (as defined in the Settlement Agreement as "Released Claims") for the Released Defendants.

This Notice does not imply that any Court has found or would have found that the Settling Defendants violated the law, that a class would have been certified during litigation (as opposed to certification for purposes of Settlement), or that any proposed Settlement Class Members would have recovered any amount of damages if the Class Action was not settled.

SETTLEMENT CLASS MEMBERS

To find out if you are entitled to benefits from this Settlement, you first have to determine if you are able to establish that you are a Settlement Class Member.

6. Am I a Member of the Settlement Class?

You may be a Settlement Class Member if:

You are a person who purchased or otherwise acquired Velti securities between January 27, 2011 and August 20, 2013, inclusive.

THE PROPOSED SETTLEMENT

This Notice provides a summary of some, but not all, of the terms of the Settlement Agreement. **A full copy of the Settlement Agreement may be viewed at www.veltisecuritieslitigation.com.** The Settlement Agreement must be approved by the Court and become “Final” before any of the Net Settlement Fund (*i.e.*, the cash) is distributed pursuant to the Amended Plan of Distribution (*i.e.*, a plan to allocate the cash from the Settlement to Settlement Class Members based upon a formula governed by the timing of the purchase/acquisition and sale/disposition of their Velti securities).

7. What Benefits Will I Receive as a Settlement Class Member?

Settlement Class Members who have not already submitted a Proof of Claim as part of the Partial Settlement and who do not exclude themselves (*i.e.*, “opt out”) from the Settlement, must timely submit a valid Proof of Claim that is approved in order to be eligible to receive a distribution from the Net Settlement Fund in accordance with an Amended Plan of Distribution approved by the Court. The Proof of Claim submitted for this Settlement will be used for the Partial Settlement as well as this Settlement.

The Amended Plan of Distribution essentially provides that you will be eligible to participate in the distribution of the Net Settlement Fund if you have a net loss arising out of all transactions involving Velti securities purchased pursuant to or traceable to Velti’s Initial Public Offering; purchased pursuant to or traceable to Velti’s Secondary Public Offering; or purchased on the open market during the Class Period. The Amended Plan of Distribution currently proposed for approval at the Settlement Hearing is set forth in Exhibit A hereto. **This Amended Plan of Distribution revises and supersedes the Plan of Distribution approved by the Court in the Partial Settlement and will be effective in both the Partial Settlement and this Settlement, pending Court approval. A copy of the Amended Plan of Distribution may also be viewed at www.veltisecuritieslitigation.com. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00. The estimate of the recovery for loss per share is \$.015. The \$.015 per share amount is based on the total \$750,000 Settlement Fund, and not the Net Settlement Fund (*i.e.*, the amount left for distribution after fees, expenses and costs as detailed in the Settlement Agreement are deducted).** This is also merely an estimate, and reference to the Amended Plan of Distribution should be made to approximate an Authorized Claimant’s potential Recognized Loss.²

² The estimated average recovery per damaged share of Velti common stock under the Settlement is approximately \$.015 (\$750,000 divided by 51.4 million damaged shares) before deduction of Court-awarded attorneys’ fees and expenses. A damaged share may have been traded more than once during the Class Period, and the indicated average recovery would be the total for all purchasers of that share.

8. Are the Settlement Benefits Available Now?

No. No money or benefits are available now because the Court has not yet decided whether to approve the Settlement. If the Settlement is approved and becomes final, money will be distributed to eligible Authorized Claimants after the Claims Administrator determines each eligible Authorized Claimant's share of the Net Settlement Fund to be distributed and the Court orders such distribution. There is no guarantee that the Settlement will be approved. However, if you want to participate in the Settlement in the event that it obtains approval, you must timely submit a valid Proof of Claim only if you have not already done so in connection with the Partial Settlement. ***Only if you did not file a Proof of Claim in the Partial Settlement***, a Proof of Claim form is available at www.veltisecuritieslitigation.com (the "Website"). Alternatively, you may also call (866) 274-4004 to have a Proof of Claim mailed to you. The deadline to submit a Proof of Claim is postmarked or emailed by midnight PST (or PDT) on January 18, 2017.

YOUR RIGHTS AND OPTIONS

You need to decide whether to participate in the Settlement.

9. What Happens if I Do Nothing?

If you have already submitted a Proof of Claim as part of the Partial Settlement, you do not need to submit any further information to participate in the Settlement. If you did not submit a Proof of Claim as part of the Partial Settlement, you do not do so now, and you do not opt out of the Settlement, and if you are indeed a Settlement Class Member, you will automatically be included in the Settlement Class as a Settlement Class Member, and all of the Court's orders concerning the Settlement (including any Judgment) will apply to you and legally bind you, but ***you will not receive any benefit***. **Therefore, in order to receive any benefit from the Settlement, you must submit a valid and timely Proof of Claim** if you have not already done so in connection with the Partial Settlement. An unexecuted Proof of Claim form is available online at the Website. Directions may be found on the Website for the submission of the executed Proof of Claim electronically. You may also print the Proof of Claim form for mailing after completion. Alternatively, you may also call (866) 274-4004 to have a Proof of Claim mailed to you. Be aware that being a Settlement Class Member by definition does not, as noted above, entitle you to ***any benefit*** from the Settlement outright. Payment to any Settlement Class Member of a portion of the Net Settlement Fund pursuant to the Amended Plan of Distribution requires that a valid and timely Proof of Claim be submitted in this Settlement or have been submitted in the Partial Settlement (and that the Settlement Class Member has not opted out of the Settlement), and that the Claim is allowed by the Court.

10. If I Remain in the Settlement Class, What Claims Do I Give Up?

If you remain in the Settlement Class, you will essentially give up any and all claims against the Released Persons (which includes the Settling Defendants). In short, this includes the successors

This estimated average amount assumes that *all* Class members will submit timely, valid claims seeking a payment from the Net Settlement Fund. The number of Class members who submit claims varies widely from case to case, and is often less than 100%. If not all Class members submit claims, your actual recovery could be more than the estimated average amount. If the Court approves Lead Counsel's fee and expense application, the average cost of recovery per damaged share is reduced by \$.003.

in interest of the aforementioned Released Persons, and those connected to them, to the extent that a claim arises from the allegations in the Class Action. The full scope of the Released Claims, which you should read, is set forth below:

“Released Claims” means any and all claims (including Unknown Claims as defined in ¶1.28 in the Settlement Agreement and below), demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or immature, discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, whether arising under federal, state, common or foreign law, which now exist, or heretofore may have existed, asserted or that should have been asserted by Plaintiffs or any Settlement Class Member against the Released Persons, arising out of the purchase or acquisition of Velti Shares during the Class Period; the underwriting of Velti’s January 2011 initial public offering or June 2011 secondary public offering and Baker Tilly’s consent(s) to be named as an expert in those registration statements; and the facts, events, transactions, statements, disclosures, acts, omissions, or failures to act that were or should have been alleged in the Action. The Released Claims extend only to any and/or all Released Defendants and any and/or all of their Related Persons. “Released Claims” includes “Unknown Claims” as set forth below.

“Unknown Claims” means any Released Claims which Plaintiffs or any Settlement 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 Partial Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law 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.

Plaintiffs shall expressly and each of the Settlement 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. Plaintiffs and Settlement 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 Plaintiffs shall expressly, and each Settlement 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 that 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. Plaintiffs acknowledge, and the Settlement 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 Partial Settlement of which this release is a part.

11. Why Would I ask to Be Excluded?

You may want to exclude yourself from the Settlement Class if you intend to file or already filed a lawsuit or arbitration in your own right against the Settling Defendants or the Released Persons for the Released Claims and want to continue that lawsuit or arbitration. If you do not exclude yourself, you will be legally bound by all orders of the Court regarding the Settlement Class, the Settlement Agreement, and the Released Claims. All Settlement Class Members who do not ask to be excluded will be forever barred from asserting against the Settling Defendants and the Released Persons any and all actions, claims, causes of action, proceedings, or rights of any nature and description whatsoever regarding the Released Claims, as more fully described in §10 above and in the Settlement Agreement. If you request exclusion, you shall not be entitled to recover any benefits from the Settlement. Even if you requested exclusion from the Partial Settlement, you still need to request exclusion from this Settlement if you wish to be excluded from this Settlement.

12. How Do I Exclude Myself From the Settlement Class?

You may exclude yourself (“opt out”) from the Settlement Class by sending a written and signed request to the Claims Administrator postmarked no later than **January 18, 2017**. Your request for exclusion must be signed and must contain the following information:

- Your name, address and telephone number;
- Information concerning your purchases or acquisitions and sales of Velti securities between January 27, 2011 and August 20, 2013, inclusive, including the dates, the number of Velti securities purchased or sold (the class, *i.e.* common stock, etc.), and price paid or received for each such purchase or sale; and
- A statement that you wish to be excluded from the Settlement Class.

Please send your request for exclusion to the following address:

In re Velti plc Securities Litigation
Claims Administrator
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063

If you exclude yourself from the Settlement, you cannot object to the Settlement and you will **not** receive any money or other benefits from the Settlement.

13. Can I Object to the Settlement?

Yes, but **not** if you exclude yourself from the Settlement Class. Objecting is simply telling the Court that you do not like something about the Settlement. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. After your objection is heard by the Court, you may file a Proof of Claim. If you do not make an objection, you waive your right to appeal any Court order or judgment related to the Settlement.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All written objections must be submitted to the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, or by filing it in person at any location of the United States District Court for the Northern District of California. All written objections and supporting papers should be signed and should include or state:

- The case name and number (*In re Velti plc Securities Litigation*, Master File No. 3:13-cv-03889-WHO)
- Your full name, address, and telephone number;
- A demonstration of your membership in the Settlement Class, including the number of Velti securities purchased/acquired and sold from January 27, 2011 through August 20, 2013, inclusive, as well as the dates of purchase or acquisition and sale;
- A written statement of all grounds for your objections accompanied, if possible, by any legal support for such objections;
- Copies of any papers, briefs or other documents upon which your objection is based;
- Whether you intend to appear at the Settlement Hearing;
- If you intend to appear at the Settlement Hearing through counsel, the identity of the attorney(s) representing you who will appear at the Settlement Hearing.

The deadline to submit your written objection is filed or postmarked on or before **January 18, 2017**.

Failure to submit all of the above information will not preclude you from objecting.

14. What If I Hold Velti Securities That May Be Covered By The Settlement On Behalf of Someone Else?

If you hold or held any Velti securities purchased between January 27, 2011 through August 20, 2013 as nominee for a beneficial owner, then, within ten (10) calendar days after you receive the Postcard Notice, you must either: (1) send a copy of the Postcard by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator, unless you previously provided a list of all such Persons to the Claims Administrator in connection with the Partial Settlement:

In re Velti plc Securities Litigation
Claims Administrator
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063

If you choose to mail the Postcard Notice yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of the Postcard Notice as you will need to complete the mailing. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Postcard Notice and which

would not have been incurred but for the obligation to forward the Postcard Notice, upon submission of appropriate documentation to the Claims Administrator.

15. When Is the Settlement Hearing?

The Court will hold a Settlement Hearing on **February 8, 2017, at 2:00 p.m.** in Courtroom 2 of the United States District Court for the Northern District of California, the Honorable William H. Orrick presiding, located at 450 Golden Gate Ave., San Francisco, CA 94102. The date of the Settlement Hearing may change, so please refer to the Settlement website to confirm the date and time of the Settlement Hearing. At the Settlement Hearing, the Court will consider if:

- The Settlement is fair, reasonable, and adequate;
- The Amended Plan of Distribution should be approved;
- The Settlement should be approved; and
- If there are any objections to the Settlement.

16. Do I Have to Attend the Settlement Hearing?

No. Your attendance at the Settlement Hearing is not required even if you submit a written objection. However, you or your attorney may attend the hearing at your own expense.

17. May I Speak at the Settlement Hearing?

Yes. Any Settlement Class Member who did not request to be excluded from the Settlement Class is entitled to appear at the Final Approval Hearing, in person or through a duly authorized attorney hired at the Settlement Class Member's own expense, and to show cause why the Settlement should not be approved as fair, reasonable and adequate. The Court will determine the order of the speakers, and may limit the number if many objectors appear to (or have) the same argument to make. You may also file a written objection as described above that indicates that you intend to appear.

THE LAWYERS REPRESENTING YOU

18. Does the Settlement Class Have a Lawyer?

Yes. The Court appointed The Weiser Law Firm, P.C. as Lead Counsel and as Class Counsel to represent you and the other Settlement Class Members in your capacity as members of the Settlement Class (not in your individual capacity). More information about the law firm, its practice, and lawyers is available at www.weiserlawfirm.com.

19. Should I Hire My Own Lawyer?

You do not need to hire your own lawyer because Lead Counsel/Class Counsel is working on your behalf in your capacity as a Settlement Class Member. However, you may hire an attorney at your own expense to represent you and speak on your behalf.

20. How Will Class Counsel Be Paid?

If the Court approves the Settlement Agreement at the Settlement Hearing, then Lead Counsel/Class Counsel will ask the Court for an award of reasonable attorneys' fees in an amount of 15 percent of the Settlement Fund (or \$112,500.00), and reimbursement of expenses incurred as a result of the Class Action not to exceed \$17,000, plus interest thereon. **In other words, these amounts will be subtracted from the total Settlement Fund, and the remainder of the fund will be used to distribute awards to Class Members.** The Court will determine how much will be paid, which shall be paid to Lead Counsel, who shall thereafter allocate the payment amongst Plaintiffs' Counsel (according to the terms of the Settlement Agreement). **If the Court approves Lead Counsel's fee and expense application, the average cost of recovery per damaged share is reduced by \$0.003.**

21. Will the Plaintiffs or Class Representatives Request Any Payments in Addition to the Settlement Benefits?

No.

MORE INFORMATION

22. Where Can I Get More Information?

This Notice is only a summary of relevant court documents. Copies of the moving papers filed with the Court by Plaintiffs in connection with the preliminary approval of the Settlement may be found on the Website. **These papers include the Settlement Agreement, and they may be inspected at www.veltisecuritieslitigation.com.**

If you have further questions, you may:

- Call the Claims Administrator at the toll free number: (866) 274-4004
- Write to the Claims Administrator:
- If you wish to contact Lead Counsel regarding the Settlement, you may contact them as follows:

James M. Ficaró, Esq.
The Weiser Law Firm, P.C.
22 Cassatt Avenue, First Floor
Berwyn, PA 19312
(610) 225-2677
Counsel for Lead Plaintiff and Class Counsel

23. May I Contact the Court or the Settling Defendants Directly?

Other than filing an objection, please do not contact the Court or the Settling Defendants' attorneys regarding this Settlement. They cannot provide you any advice.

EXHIBIT A

PROPOSED AMENDED PLAN OF DISTRIBUTION OF THE NET SETTLEMENT FUND

The Amended Plan of Distribution is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Amended Plan of Distribution shall not affect the validity or finality of the proposed Settlement. The Court may approve the Amended Plan of Distribution with or without modifications agreed to among the Settling Parties, or another plan of Distribution, without further notice to Settlement Class Members. Any orders regarding a modification of the Amended Plan of Distribution will be posted to the Claims Administrator's website, www.strategicclaims.net.

The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim. Please Note: The Recognized Claim formula, set forth below, is not intended to be an estimate of the amount of what a Settlement Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Claim. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Claim bears to the total Recognized Claims of all Authorized Claimants (*i.e.*, "*pro rata* share"). Payment in this manner shall be deemed conclusive against all Authorized Claimants. No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

If any funds remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants or to pay any late, but otherwise valid and fully documented claims received after the cut-off date used to make the initial distribution, provided that such distributions to any late post-distribution claimants meet all of the other criteria for inclusion in the initial distribution, including the \$10.00 minimum check amount set forth in the Notice; (ii) second, to pay any additional Notice and Administration Costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. If six (6) months after such second distribution, if undertaken, or if such second distribution is not undertaken, any funds shall remain in the Net Settlement Fund after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, any funds remaining in the Net Settlement Fund shall be donated to a non-profit charitable organization(s) selected by Lead Counsel.

THE BASIS FOR CALCULATING YOUR RECOGNIZED CLAIM:

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants. Recognized Claims will be calculated for those shares of Velti common stock purchased or otherwise acquired during the period January 27, 2011 and August 20, 2013, inclusive (the "Class Period").

A claimant's Recognized Claim will be calculated as follows:

1. **For shares of common stock purchased between January 27, 2011 and May 15, 2012, inclusive:**
 - A. For shares retained at the end of trading on August 20, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$7.84 per share; or
 - (2) the difference between the purchase price per share and \$.30.³
 - B. For shares sold between January 27, 2011 and May 15, 2012, inclusive, the Recognized Loss shall be zero.
 - C. For shares sold between May 16, 2012 and November 14, 2012, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$2.92 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
 - D. For shares sold on November 15, 2012, the Recognized Loss shall be the lesser of:
 - (1) \$5.21 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
 - E. For shares sold between November 16, 2012 and January 30, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$5.78 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
 - F. For shares sold between January 31, 2013 and August 20, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$7.18 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
2. **For shares of common stock purchased between May 16, 2012 and November 14, 2012, inclusive:**
 - A. For shares retained at the end of trading on August 20, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$4.92 per share; or
 - (2) the difference between the purchase price per share and \$.30.

³ Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." \$.30 was the mean (average) daily closing trading price of Velti common stock during the 90-day period beginning on August 21, 2013 and ending on November 18, 2013.

- B. For shares sold between May 16, 2012 and November 14, 2012, inclusive, the Recognized Loss shall be zero.
- C. For shares sold on November 15, 2012, the Recognized Loss shall be the lesser of:
 - (1) \$2.29 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
- D. For shares sold between November 16, 2012 and January 30, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$2.86 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
- E. For shares sold between January 31, 2013 and August 20, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$4.26 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
- 3. For shares of common stock purchased on November 15, 2012:**
 - A. For shares retained at the end of trading on August 20, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$2.63 per share; or
 - (2) the difference between the purchase price per share and \$.30.
 - B. For shares sold on November 15, 2012, the Recognized Loss shall be zero.
 - C. For shares sold between November 16, 2012 and January 30, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$.57 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
 - D. For shares sold between January 31, 2013 and August 20, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$1.97 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
- 4. For shares of common stock purchased between November 16, 2012 and January 30, 2013, inclusive:**
 - A. For shares retained at the end of trading on August 20, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$2.06 per share; or
 - (2) the difference between the purchase price per share and \$.30.
 - B. For shares sold between November 16, 2012 and January 30, 2013, inclusive, the Recognized Loss shall be zero.
 - C. For shares sold between January 31, 2013 and August 20, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$1.40 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.

5. For shares of common stock purchased between January 31, 2013 and August 20, 2013, inclusive:

- A. For shares retained at the end of trading on August 20, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$.66 per share; or
 - (2) the difference between the purchase price per share and \$.30.
- B. For shares sold between January 31, 2013 and August 30, 2013, inclusive, the Recognized Loss shall be zero.

To the extent a claimant had a trading gain or “broke even” from his, her or its overall transactions in Velti stock during the Class Period, the value of the Recognized Loss will be zero, and the claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a claimant suffered a trading loss on his, her or its overall transactions in Velti stock during the Class Period, but that trading loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the claimant’s actual trading loss.

In order to be eligible to receive a distribution from the Net Settlement Fund, you must have purchased or otherwise acquired Velti common stock during the Class Period. For purposes of calculating your Recognized Claim, the date of purchase, acquisition or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Velti common stock purchased during the Class Period shall not be deemed a purchase, acquisition or sale of Velti common stock for the calculation of an Authorized Claimant’s Recognized Claim, nor shall such receipt or grant be deemed an assignment of any claim relating to the purchase or acquisition of such Velti common stock unless (i) the donor or decedent purchased or otherwise acquired Velti common stock during the Class Period; (ii) no Proof of Claim was submitted by or on behalf of the donor or decedent, or by anyone else with respect to such Velti common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

For purposes of calculating your Recognized Claim, all purchases, acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis. In the event that a claimant has more than one purchase or acquisition of Velti common stock during the Class Period, all purchases, acquisitions and sales will be matched, in chronological order. Therefore, on the Proof of Claim enclosed with this Notice, you must provide all of your purchases and acquisitions of Velti common stock during the Class Period. Brokerage commissions and transfer taxes paid by you in connection with your purchases, acquisitions and sales of Velti common stock purchased should be excluded from the “total purchase price” and net of the “total proceeds.”

Payment pursuant to the Amended Plan of Distribution approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Defendants, Defendants’ Counsel, Lead Plaintiffs, Plaintiffs’ Counsel or the Claims Administrator or other agent designated by Plaintiffs’ Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Amended Plan of Distribution, or further orders of the Court. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant’s Proof of Claim. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund shall be released and discharged from any and all claims arising out of such involvement, and all Settlement Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

5. **If you are a member of the Settlement Class and you do not timely request exclusion in connection with the proposed Settlement, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.**

III. CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired the Shares of Velti plc (“Velti” or the “Company”) between January 27, 2011 and August 20, 2013, inclusive, and held the Shares in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased Velti Shares that 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.

Use Part I of this form entitled “Claimant Identification” to identify each purchaser of record (“Nominee”), if different from the beneficial purchaser of the Shares which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF THE SHARES UPON WHICH THIS CLAIM IS BASED.**

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.

If you are acting in a representative capacity on behalf of a Settlement Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

IV. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in Velti Shares” to supply all required details of your transaction(s) in Velti Shares. 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.

On the schedules, provide all of the requested information with respect to *all* of your purchases of Velti Shares between January 27, 2011 and August 20, 2013, inclusive, and *all* of your sales of Velti Shares between January 27, 2011 and August 20, 2013, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to *all* of the Velti Shares you held at the close of trading on August 20, 2013. Failure to report all such transactions may result in the rejection of your claim.

List these transactions 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.

The date of covering a “short sale” is deemed to be the date of purchase of Velti Shares. The date of a “short sale” is deemed to be the date of sale of Velti Shares.

Copies of stockbroker confirmation slips, stockbroker statements, or other documents evidencing your transactions in Velti Shares should be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re Velti plc Securities Litigation,
Civil Action No. 3:13-cv-0889-WHO

PROOF OF CLAIM AND RELEASE

Must Be Postmarked No Later Than:

January 18, 2017

Or Submitted Electronically to info@strategicclaims.net No Later Than:

January 18, 2017

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

--

Beneficial Owner's Name (First, Middle, Last)

--

Street Address

--	--

City

State or Province

--	--

Zip Code or Postal Code

Country

--

Social Security Number or Taxpayer Identification Number

- Individual
 Corporation/Other

--	--

Area Code

Telephone Number (work)

--	--

Area Code

Telephone Number (home)

--

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

Check appropriate box (check only one box):

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

NOTE: Separate Claim Forms should be submitted for each separate legal entity (e.g., 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).

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. **All claimants MUST submit a manually signed paper Proof of Claim and Release form listing all their transactions, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at (866) 274-4004 or visit the website at www.veltisecuritieslitigation.com to obtain the required file format.** No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

PART II: SCHEDULE OF TRANSACTIONS IN VELTI SHARES

A. Purchases of Velti Shares between January 27, 2011 and August 20, 2013, inclusive:

Trade Date Mo. Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

IMPORTANT: Identify by number listed above all purchases in which you covered a "short sale":

B. Sales of Velti Shares between January 27, 2011 and August 20, 2013, inclusive:

Trade Date Mo. Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

C. Number of Velti Shares held at the close of trading on August 20, 2013:

_____.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX: .

IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

V. RELEASE OF CLAIMS AND SIGNATURE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the Released Persons as provided in the Settlement Agreement.

2. "Related Persons" means, with respect to the Released Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns and each and all of their respective present or former officers, directors, employees, partners, principals, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers (including Released Defendants' insurers and those insurers' respective businesses, affiliates, subsidiaries, parents and affiliated corporations, divisions, predecessors, shareholders partners, joint venturers, principals, insurers, reinsurers, successors and assigns, and their respective past and present employees, officers, directors, attorneys, accountants, auditors, agents and representatives), reinsurers, investment bankers, representatives, heirs, executors, administrators, successors, affiliates, agents, spouses, associates and assigns of each of them or any trust of which any Released Defendant and/or their Related Persons is the settlor or which is for the benefit of any Released Defendant and/or their Related Persons and/or member(s) of his or her family and any entity in which any such Released Defendant and/or their Related Persons has a controlling interest.

3. "Released Claims" means any and all claims (including Unknown Claims as defined in ¶1.28 of the Settlement Agreement), demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or immature, discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, whether arising under federal, state, common or foreign law, which now exist, or heretofore may have existed, asserted or that should have been asserted by Plaintiffs or any Settlement Class Member against the Released Persons, arising out of: (a) the purchase or acquisition of Velti Shares during the Class Period; (b) the underwriting of Velti's January 2011 initial public offering or June 2011 secondary public offering and Baker Tilly's consent(s) to be named as an expert in those registration statements; and (c) the facts, events, transactions, statements, disclosures, acts, omissions, or failures to act that were or should have been alleged in the Action. The Released Claims extend only to any and/or all Released Defendants and any and/or all of their Related Persons. "Released Claims" includes "Unknown Claims" as defined in ¶1.28 of the Settlement Agreement.

4. "Released Persons" means each and all of Released Defendants in their individual and corporate capacities and each and all of their Related Persons.

5. "Unknown Claims" means any Released Claims which Plaintiffs or any Settlement 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, Plaintiffs shall expressly and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law 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.

Plaintiffs shall expressly and each of the Settlement 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. Plaintiffs and Settlement 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 Plaintiffs shall expressly, and each Settlement 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 that 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. Plaintiffs acknowledge, and the Settlement 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 Settlement Agreement and the Settlement becomes effective on the Effective Date.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) certifies, as follows:

1. I (We) submit this Claim Form under the terms of the Stipulation described in the Notice;
2. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein;
3. 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 Action;
4. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so;
5. I (We) have not submitted any other claim covering the same purchases or acquisitions of the Shares and alleging the Released Claims (including Unknown Claims) and know of no other person having done so on my (our) behalf;
6. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish, waive, discharge and dismiss each and every Released Claim (including Unknown Claims) against each and all the Released Persons as defined above;
7. That the Claimant(s) is a (are) Settlement Class Member(s), as defined herein and in the Notice;
8. That I (we) have not filed a request for exclusion from the Settlement Class, and that I (we) do not know of any request for exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in the Shares at issue herein;
9. That I (we) own(ed) the Shares identified in the Proof of Claim Form, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
10. That Claimant(s) may be eligible to receive a distribution from the Net Settlement Fund;
11. That I (we) agree to furnish such additional information with respect to this Claim Form as the parties, the Claims Administrator or the Court may require;
12. That I (we) waive trial by jury for claims against the Released Parties, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Claim Form;
13. 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;
14. That I (we) have included information requested above about all of my (our) transactions in the Shares during the Class Period and as otherwise requested in this Claim Form; and

15. That 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 the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Claim Form are true and correct and that the documents submitted herewith are true and genuine.

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

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.)

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

Reminder Checklist:

16. Please sign the above release and declaration.
17. Remember to attach supporting documentation, if available.
18. Do not send original stock certificates.
19. Keep a copy of your claim form for your records.
20. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
21. If you move, please send us your new address.

In re Velti plc Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 3
Media, PA 19063

PLEASE FORWARD – IMPORTANT LEGAL NOTICE