

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

<b>SANDI ROPER, INDIVIDUALLY AND ON</b>	)	
<b>BEHALF OF ALL OTHERS SIMILARLY</b>	)	
<b>SITUATED,</b>	)	
	)	<b>No. 2:17-cv-01106-ES-MAH</b>
<b>PLAINTIFF,</b>	)	
<b>v.</b>	)	<b><u>CLASS ACTION</u></b>
	)	
<b>SITO MOBILE, LTD., ET. AL.,</b>	)	
	)	
<b>DEFENDANTS.</b>	)	
	)	
	)	
	)	
	)	

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF  
SETTLEMENT**

**WHEREAS**, an action is pending before the Court entitled *Roper v. Sito Mobile, Ltd. et al*, Case No. 2:17-cv-01106- ES-MAH (the “Litigation”);

**WHEREAS**, the Court having reviewed and considered Lead Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and Notice to the Settlement Class (the “Motion”); as well as all papers submitted in support thereof; which, together with the Exhibits annexed thereto, sets forth the terms and conditions of a proposed settlement of the above-captioned Litigation, dismissing the Defendants with prejudice upon the terms and conditions set forth therein; a copy of

which has been submitted with the Motion and the terms of which are incorporated herewith; and the Court having read and considered the Stipulation and Exhibits annexed thereto; and

**WHEREAS**, all defined terms shall have the same meanings as set forth in the Stipulation.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. The Court does hereby preliminarily approve the Stipulation and the settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

2. The Court hereby certifies a Class, for settlement purposes only, defined as: all Persons who purchased or otherwise acquired the common stock of SITO between August 15, 2016 and January 2, 2017, inclusive, excluding Defendants, SITO's officers and directors during the Class Period, their immediate families and affiliates, and any firm or entity in which any Defendant has or had a controlling interest. Also excluded from the Class are those Persons who validly and timely request exclusion from the Class.

3. With respect to the Class, this Court finds solely for purposes of effectuating this settlement that: (a) the Members of the Class are so numerous that joinder of all Class Members in the Litigation is impracticable; (b) there are questions of law and fact common to the Class which predominate over any

individual questions; (c) the claims of the Lead Plaintiff are typical of the claims of the Class; (d) Lead Plaintiff has fairly and adequately represented and protected the interests of all of the Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Members of the Class in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Members of the Class; (iii) the desirability or undesirability of continuing the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the class action.

4. A hearing (the “Settlement Hearing”) shall be held before this Court on \_\_\_\_\_, 2019, at \_\_:\_\_ \_\_.m., in Courtroom MLK 5A, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, to determine whether the proposed settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and should be approved by the Court; whether the Final Order and Judgment as provided in ¶¶1.10 and 1.12 of the Stipulation should be entered; whether the proposed Plan of Allocation should be approved; and to determine the amount of fees and expenses that should be awarded to Lead Counsel. The Court may adjourn the Settlement Hearing without further notice to the Members of the Class.

5. The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and Summary Notice annexed as Exhibits A-1, A-2, and A-3 hereto and finds that the mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form set forth in ¶¶6-7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances, including individual notice to all Class Members who can be identified through reasonable efforts, and shall constitute due and sufficient notice to all Persons entitled thereto.

6. The firm of Analytics Consulting LLC (“Claims Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) The Claims Administrator shall make reasonable efforts to identify all Persons who are Members of the Class and not later than \_\_\_\_\_, 2019 (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and the Proof of Claim, substantially in the forms annexed as Exhibits A-1 and A-2 hereto, to be mailed by First-Class Mail to all Class Members who can be identified with reasonable effort and post on its website the Stipulation and Exhibits and provide a dedicated link to the website in the Notice ([www.SITOMobileSecuritiesSettlement.com](http://www.SITOMobileSecuritiesSettlement.com));

(b) Not later than \_\_\_\_\_, 2019, the Claims Administrator shall cause the Summary Notice to be published once over a national news wire service;

(c) At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall cause to be served on Defendants' counsel and filed with the Court proof, by affidavit or declaration, of such mailing and publishing;

(d) Not later than \_\_\_\_\_, 2019, the Claims Administrator shall post at [www.SITOMobileSecuritiesSettlement.com](http://www.SITOMobileSecuritiesSettlement.com), the Motion for Final Approval of the Settlement, Plan of Allocation and Request for Attorneys' Fees and Expenses; and

(e) Not later than \_\_\_\_\_, 2019, the Claims Administrator shall cause a second Summary Notice to be published once over a national news wire service.

7. Nominees who purchased or acquired SITO common stock for the beneficial ownership of Class Members during the Class Period shall send the Notice and the Proof of Claim to all beneficial owners of such SITO common stock within ten (10) days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim to such beneficial owners. The Claims Administrator shall, if

requested, reimburse banks, brokerage houses or other nominees solely for their reasonable expenses incurred in providing notice to beneficial owners who are Class Members out of the Settlement Fund, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation.

8. All Members of the Class shall be subject to and be bound by the provisions of the Stipulation, the releases contained therein, and the Final Order and Judgment with respect to all Released Claims, regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Proof of Claim or a similar document, any distribution from the Settlement Fund or Net Settlement Fund. All Members of the Class shall also be subject and bound by all determinations and judgments in the Litigation concerning the settlement, whether favorable or unfavorable to the Class.

9. Class Members who seek any portion of the Settlement Fund shall complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be postmarked no later than ninety (90) days from the Notice Date. Any Class Member who fails to timely submit a Proof of Claim within the time provided for, shall be barred from sharing in the distribution of the proceeds of the Settlement Fund, unless otherwise ordered by the Court. Notwithstanding the foregoing, Lead Counsel may, in their

discretion, accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund is not materially delayed thereby. If there are sufficient funds left in the Net Settlement Fund after six months from the initial date of distribution, the Claims Administrator shall make a second distribution in an equitable and economic fashion. As set forth in the Notice, the second distribution would be based on the percentage of the Net Settlement Fund that each such Authorized Claimant bears to the total of the claims of all Authorized Claimants who cashed their checks in the initial distribution. Additionally, only Authorized Claimants who cashed their checks in the initial distribution would receive a second distribution.

10. Any Member of the Class may enter an appearance in the Litigation, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

11. Any Person who would otherwise fall within the definition of a Class Member may, upon request, be excluded from the Class. Any such Person must submit to the Claims Administrator a request for exclusion (“Request for Exclusion”), postmarked no later than \_\_\_\_\_, 2019. A Request for Exclusion must state: (a) the name, address, and telephone number of the Person requesting exclusion; (b) each of the Person’s purchases, acquisitions and sales of SITO common stock made during the Class Period, including the dates of purchase,

acquisition or sale, and the price paid or received for each such purchase, acquisition or sale (unless such information is not readily available); and (c) that the Person wishes to be excluded from the Class. Any Person may submit a Request for Exclusion for review even if the person cannot find the prices or exact dates of the Person's purchases, acquisitions, and sales of SITO common stock made during the Class Period. Any Person who submits a valid and timely Request for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or the Final Order or Judgment entered in the Litigation.

12. Any Member of the Class may appear and show cause, if he, she, or it has any, why the proposed settlement of the Litigation should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why attorneys' fees and expenses should or should not be awarded to counsel for the Lead Plaintiff; provided, however, that no Class Member or any other Person shall be heard or entitled to contest such matters, unless that Person has filed said objections, papers, and briefs with the Clerk of the United States District Court of New Jersey, on or before \_\_\_\_\_, 2019. An objection must state: (a) the name, address, and telephone number of the Person making the objection; (b) each of the Person's purchases, acquisitions and sales of SITO common stock made during the Class



Period, including the dates of purchase, acquisition or sale, and the price paid or received for each such purchase, acquisition or sale; and (c) the reasons for the objection. Any Member of the Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to counsel for Lead Plaintiff, unless otherwise ordered by the Court.

13. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

14. All opening briefs and supporting documents in support of the settlement, the Plan of Allocation, and any application by Lead Counsel for attorneys' fees and expenses shall be filed and served by \_\_\_\_\_, 2019, fourteen (14) calendar days prior to the deadline for objections in ¶12. Any reply briefs and supporting documents shall be filed and served by \_\_\_\_\_, 2019, seven (7) calendar days prior to the Settlement Hearing.

15. Neither the Released Persons nor the Defendants' counsel shall have any responsibility for the Plan of Allocation or any application for attorneys' fees or

expenses submitted by Lead Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the settlement.

16. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of expenses shall be approved.

17. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the settlement is not approved by the Court, or otherwise fails to become effective, neither Lead Plaintiff, nor any of its counsel shall have any obligation to repay any amounts incurred or properly disbursed pursuant to ¶¶2.8 or 2.10 of the Stipulation.

18. Neither the Stipulation nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, any allegation made in the Litigation, or of any wrongdoing or liability of the Released Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed or used as an admission or evidence that any claims asserted by Lead

Plaintiff were not valid or that the amount recoverable was not greater than the Settlement Amount, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither the Stipulation nor the settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the settlement shall be admissible in any proceeding for any purpose except that the Released Persons may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the Members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement. The Court may approve the settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

20. The Court retains jurisdiction over all proceedings arising out of or related to the Stipulation and/or the settlement.

21. If the Stipulation and the settlement set forth therein is not approved or consummated for any reason whatsoever, this Order shall be rendered null and void and shall be vacated, *nunc pro tunc*, and the Stipulation and settlement and all

proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante*.

22. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Order or the Stipulation.

23. Pending final determination as to whether the Settlement set forth in the Stipulation should be approved, no Class Member shall commence, prosecute, pursue or litigate any Released Claim against any Released Person.

**SO ORDERED** in the District of New Jersey on \_\_\_\_\_, 2019.

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THE HON. ESTHER SALAS  
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**SANDI ROPER, Individually and on )  
Behalf of All Others Similarly Situated, )  
 )  
Plaintiff, ) No. 2:17-cv-01106-ES-MAH  
 )  
v. ) CLASS ACTION  
 )  
SITO MOBILE, LTD., *ET. AL.*, )  
 )  
Defendants. )  
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 )  
 )  
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 )**

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF  
CLASS ACTION**

**TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED SITO MOBILE, LTD. COMMON STOCK BETWEEN AUGUST 15, 2016 AND JANUARY 2, 2017, INCLUSIVE.**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION.**

**Security and Time Period:** SITO Mobile, Ltd. (“SITO Mobile”) common stock purchased or acquired between August 15, 2016 and January 2, 2017, inclusive.

**Settlement Fund:** \$1.25 million in cash. Your recovery will depend on the amount of shares purchased and the timing of your purchases and any sales. Depending on the number of eligible shares that participate in the settlement and when those shares were purchased and sold, Lead Plaintiff estimates the average cash recovery per share of common stock will be approximately \$0.15 per share (assuming claims representing 8,500,000 shares are filed) before deduction of court-approved fees and expenses.

**Reasons for Settlement:** Avoids the costs and risks associated with continued litigation, including the danger of no recovery for Class Members.

**If the Case Had Not Settled:** Continuing with the case could have resulted in loss at summary judgment, trial or appeal. The two sides disagree on both liability and the amount of money that could have been won if Lead Plaintiff prevailed at trial.

The issues on which the parties disagree are many and include: (1) whether

Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws, or any other laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the method for determining whether SITO Mobile common stock was artificially inflated, if at all, during the relevant period; (4) whether there was any inflation and the amount of any such alleged inflation; (5) the extent to which external factors or market factors influenced the trading price of SITO Mobile common stock during the Class Period; (6) the extent that various facts alleged by Lead Plaintiff influenced the trading price of SITO Mobile common stock during the Class Period; and (7) whether the facts alleged were material, false, misleading, or otherwise actionable under the securities laws.

**Attorneys' Fees and Expenses:** Lead Counsel has not received any payment for their work investigating the facts, conducting this litigation or negotiating the settlement on behalf of Lead Plaintiff and the Class. Court-appointed Lead Counsel will ask the Court for an award of \$330,000 from the Settlement Fund as payment for attorneys' fees and reimbursement of out-of-pocket litigation expenses. If the above amount is requested and approved by the Court, the average cost per share of common stock will be \$0.04.

**Deadlines:**

Submit Claim: \_\_\_\_\_, 2019  
Request Exclusion: \_\_\_\_\_, 2019  
File Objection: \_\_\_\_\_, 2019

**Court Hearing on Fairness of Settlement:** \_\_\_\_\_, 2019

**More Information:** [www.SITOMobileSecuritiesSettlement.com](http://www.SITOMobileSecuritiesSettlement.com) or

**Claims Administrator:**

*SITO Mobile Securities Litigation*  
Claims Administrator  
Analytics Consulting LLC  
18675 Lake Drive East  
Chanhassen, MN 55317

**Lead Counsel:**

Nicholas I. Porritt, Esq  
Levi & Korsinsky LLP  
1101 30th Street, N.W., Suite 115  
Washington, D.C. 20007  
[nporritt@zlk.com](mailto:nporritt@zlk.com)

Your legal rights are affected whether you act or do not act. Read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

**SUBMIT A CLAIM FORM**

If you are a Class Member and do not exclude yourself from the Class, the only way to get a payment is to submit a claim form. You may submit a claim form and still object to any aspect of the settlement, the request for an award of attorneys' fees and expenses and/or the Plan of Allocation. If you submit a claim form, you give up your right to participate in another lawsuit against the Defendants for the legal claims in this case. *See* Answer to Question 12 for a more detailed description of what you are giving up if you submit a claim form.

**EXCLUDE YOURSELF**

Get no payment. This is the only option that allows you to participate in another lawsuit against the Defendants relating to the legal claims in this case.



**OBJECT**

If you are a Class Member and do not exclude yourself from the Class, you may write to the Court if you do not like the settlement, the request for attorneys' fees and expenses, or the Plan of Allocation. If you submit an objection to the settlement, Plan of Allocation or the request for an award of attorneys' fees and expenses and do not submit a claim form seeking payment from the settlement proceeds, your objection may be rejected because you would no longer have an interest in the settlement.

**GO TO A HEARING**

You may ask to speak in Court about the fairness of the settlement, the request for attorneys' fees and expenses, or the Plan of Allocation.

**DO NOTHING**

**If you do nothing, you will not receive any payments, will not be allowed to object to the settlement, Plan of Allocation or Lead Plaintiff's counsel's request for an award of attorneys' fees and expenses and will give up your right to participate in another lawsuit against the Defendants for the legal claims in this case.** See Answer to Question 12 for a more detailed description of what you are giving up if you do nothing.

These rights and options – *and the deadlines to exercise them* – are explained in this Notice.

The Court in charge of this case must decide whether to approve the settlement. Payments will be made if the Court approves the settlement and, if there are any appeals, after appeals are resolved. Please be patient.

## **BASIC INFORMATION**

### **1. Why Did I Get This Notice Package?**

You or someone in your family may have purchased or acquired the publicly traded shares of SITO Mobile common stock between August 15, 2016 and January 2, 2017, inclusive.

The Court ordered that this Notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is known as *Roper v. SITO Mobile, Ltd.*, Case No. 2:17-cv-01106-ES-MAH. The person who sued is called the Lead Plaintiff,

and the companies and the individuals they sued, SITO Mobile, Jerry Hug, and Kurt Streams, are called Defendants.

## **2. What is this Lawsuit About?**

Lead Plaintiff has filed this lawsuit alleging that Defendants acted with scienter when making false and materially misleading statements and omissions about SITO Mobile's sales and revenue for the third and fourth quarters of 2016. Lead Plaintiff further alleges that these purportedly false and materially misleading statements and omissions induced Lead Plaintiff and other similarly situated shareholders to purchase shares of SITO Mobile common stock at artificially inflated prices. When the truth was revealed, Lead Plaintiff alleges that the value of SITO Mobile common stock declined significantly and, as a result, it and other members of the Class suffered substantial damages.

Defendants have denied and continue to deny each and all of the claims and allegations of wrongdoing made by Lead Plaintiff in the Litigation and maintain furthermore that they have meritorious defenses. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants also have denied and continue to deny, among other allegations, the allegations that the Lead Plaintiff or the Class have suffered any damage, that the price of SITO Mobile common stock

was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that the Lead Plaintiff or the Class were harmed by the conduct alleged in the Litigation.

### **3. Why Is This a Class Action?**

In a class action, one or more people or entities called class representatives (in this case the court-appointed Lead Plaintiff) sue on behalf of people who have similar claims. All these people are called a class or Class Members. One court resolves the issues for all the Class Members, except for those who exclude themselves from the Class. Judge Esther Salas is in charge of this class action.

### **4. Why Is There a Settlement?**

The Court did not decide in favor of the Lead Plaintiff or Defendants. Instead, both sides agreed to a settlement with the assistance of an experienced mediator. The settlement allows both sides to avoid the risks and cost of lengthy and uncertain litigation and the uncertainty of a trial and appeals, and permits Class Members to be compensated without further delay. Lead Plaintiff and its attorneys think the settlement is best for all Class Members.

## **WHO GETS MONEY FROM THE SETTLEMENT**

To see if you will get money from this settlement, you first have to determine if you are a Class Member.

### **5. How Do I Know if I Am A Part of the Settlement?**

The Class includes all persons or entities who purchased or otherwise acquired SITO Mobile common stock between August 15, 2016 and January 2, 2017, inclusive, *except those persons or entities that are excluded, as described below.*

**6. What Are the Exceptions to Being Included?**

You are not a Class Member if you are:

- A Defendant;
- A director, officer, or employee of SITO Mobile during the Class Period;
- A member of the immediate family, trust, company, entity or affiliate controlled or owned by any excluded party; and
- any firm or entity in which any Defendant has or had a controlling interest.

Also excluded from the Class are those Persons who timely and validly request exclusion from the Class pursuant to this Notice.

**7. I'm Still Not Sure If I Am Included in the Class Action**

If you are still not sure whether you are included, you can ask for free help.

You can contact the Claims Administrator toll-free at \_\_\_\_\_, or you can

fill out and return the Proof of Claim form enclosed with this Notice package, to see if you qualify.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

### **8. What Does the Settlement Provide?**

Defendants have agreed to pay or cause to be paid a total of \$1.25 million in cash (the “Settlement Fund”). The Settlement Fund, plus interest earned from the date it is established, less costs, fees, and expenses (the “Net Settlement Fund”), will be divided among all eligible Class Members who send in valid Proofs of Claim forms. Costs, fees, and expenses include Court-approved attorneys’ fees and expenses and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing notice, and taxes on the Settlement Fund.

### **9. How Much Will My Payment Be?**

Your share of the Net Settlement Fund will depend on several things, including, how many Class Members submit timely and valid Proof of Claim forms, the total recognized losses represented by the valid Proof of Claim forms that Class Members send in, the total number of shares of SITO Mobile common stock you purchased or acquired, how much you paid, when you purchased or acquired, and if you sold your shares and for how much.

By following the instructions in the Plan of Allocation, you can calculate what is called your Recognized Loss. The Plan of Allocation for this Settlement is as follows: Each Class Member that submits a valid Claim (an “Authorized Claimant”) will be assigned a Recognized Loss. An Authorized Claimant’s Recognized Loss depends upon the number of SITO Mobile shares held at certain points in time during the Class Period. The following table provides the per-share amount of each Authorized Claimant’s Recognized Loss. These amounts represent the average amount of potential damages per share:

Date Shares Purchased	Date Shares Sold			
		Before 11/15/16	11/15/16 to 1/2/17	After 1/2/17
8/15/16 to 11/14/16		\$0/share	\$0.76/share	\$1.96/share
11/15/16 to 1/2/17		N/A	\$0/share	\$1.20/share

It is unlikely that you will get a payment for all of your Recognized Loss. After all Class Members have sent in their Proof of Claim forms, the payment you get will be a part of the Net Settlement Fund equal to your Recognized Loss divided by the total of everyone’s Recognized Losses. Your payment will be made in cash.

The Plan of Allocation also includes the following provisions:

- 1) An Authorized Claimant will have a Recognized Loss only in connection with damaged shares. Thus, any transaction that resulted in a profit or gain will not be included in an Authorized Claimant’s overall Recognized Loss;

- 2) There shall be no Recognized Loss attributed to any SITO Mobile securities other than Common Stock or to any shares of Common Stock purchased on a foreign exchange;
- 3) The date of a purchase or sale is the “trade” date and not the “settlement” date;
- 4) The last-in, first-out basis (“LIFO”) will be applied to both purchases and sales;
- 5) Exercise of option contracts or the conversion of preferred stock into Common Stock will be considered to be purchases or sales of Common Stock as of the date of the exercise or conversion. Your purchase or sale price will be the closing price for the stock on that day, unless otherwise stated herein;
- 6) No cash payment will be made on a claim where the potential distribution amount is less than \$10. Please be advised that if you did not incur a Recognized Loss as defined in the Plan of Allocation, you will not receive a cash distribution from the Net Settlement Fund, but you will be bound by all determinations and judgments of the Court in connection with the Settlement, including being barred from asserting any of the Released Claims against the Released Parties;
- 7) No person shall have any claim against Lead Counsel or the Claims Administrator based on the distribution made substantially in accordance with the Stipulation and this Plan of Allocation, or further orders of the Court. In addition, Defendants and Defendants’ Counsel have no responsibility for the Plan of Allocation, the administration of the settlement, or the distribution to Settlement Class Members, and no person shall have any claim against Defendants or Defendants’ Counsel based on the Plan of Allocation, the administration of the settlement, or the distribution to the Settlement Class Members; and
- 8) Settlement Class Members who do not submit valid Proof of Claim forms will not share in the settlement proceeds. Settlement Class Members who do not either submit a request for exclusion or submit a valid Proof of Claim form will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Consolidated Action.

## **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

### **10. How Will I Get a Payment?**



To qualify for payment, you must be an eligible Class Member and you must send in a Proof of Claim form. A Proof of Claim form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it in the enclosed envelope postmarked no later than \_\_\_\_\_, 2019.

**11. When Will I Get My Payment?**

The Court will hold a hearing on \_\_\_\_\_, 2019, to decide whether to approve the settlement. If Judge Salas approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved favorably, and resolving them can take time, perhaps several years. If there are no appeals and depending on the number of claims submitted, the Claims Administrator could distribute the Net Settlement Fund as early as nine months after the fairness hearing. Everyone who sends in a claim form will be informed of the determination with respect to their claim. Please be patient.

**12. What Am I Giving Up to Get a Payment or Stay in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the same legal issues in this case. It also means that all of the Court's Order will apply to you and legally bind you and you will release your

claims in this case against the Defendants. The terms of the release are included in the claim form that is enclosed.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue any of the Defendants on your own about the same legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself or is sometimes referred to as opting out of the Class.

#### **13. How Do I Get Out of the Settlement Class?**

To exclude yourself from the Settlement Class, you must send a letter by mail stating that you want to be excluded from *Roper v. SITO Mobile, Ltd. et al*, Case No. 2:17-cv-01106-ES-MAH. You must include your name, address, telephone number, signature, and the number of shares of SITO Mobile common stock you purchased or acquired between August 15, 2016 and January 2, 2017, inclusive, the number of shares of SITO Mobile common stock sold during this time period, if any, and the dates, quantities, and prices of such purchases and sales. If you cannot find the prices or exact dates of your purchases, acquisitions and/or sales, you can still submit an exclusion request for review. You must mail your exclusion request postmarked no later than \_\_\_\_\_, 2019 to:

*SITO Mobile Securities Litigation*  
Claims Administrator  
Analytics Consulting LLC  
18675 Lake Drive East

Chanhassen, MN 55317

You cannot exclude yourself by phone or by e-mail. If you ask to be excluded, you are not eligible to get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

**14. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?**

No. Unless you exclude yourself, you give up any right to sue the Defendants and their Related Parties for the claims resolved by the settlement. If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that case immediately. Remember the exclusion deadline is \_\_\_\_\_, 2019.

**15. If I Exclude Myself, Can I Get Money from This Settlement?**

No. If you exclude yourself, do not send in a Proof of Claim form. Once you exclude yourself, you will receive no cash payment even if you also submit a Proof of Claim.

**THE LAWYERS REPRESENTING YOU**

**16. Do I Have a Lawyer in This Case?**

The Court appointed the law firm Levi & Korsinsky, LLP to represent you and other Class Members. These lawyers are called Lead Counsel. These lawyers will apply to the Court for payment from the Settlement Fund; you have not been

and will not otherwise be charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How Will the Lawyers Be Paid?**

At the Settlement Hearing, Lead Plaintiff's Counsel will ask the Court for an award of \$330,000. This amount is intended to compensate Lead Plaintiff's Counsel for their attorneys' fees and out-of-pocket litigation expenses. Lead Plaintiff's Counsel's out-of-pocket litigation expenses in this action were approximately \$25,000. This award amounts to approximately 25% of the Settlement Fund. If awarded, the cost would be approximately \$0.04 per share. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

To date, Lead Counsel has not been paid for their services for conducting this litigation on behalf of the Lead Plaintiff and Class nor for their out-of-pocket expenses. The fees requested will compensate Lead Counsel for their work in achieving the Settlement Fund and is well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than this amount.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement, the Plan of Allocation, or Lead Plaintiff’s counsel’s request for an award of attorneys’ fees and expenses.

**18. How Do I Tell the Court that I Do Not Like the Settlement?**

If you are a Class Member (and you have not excluded yourself), you can object to the settlement, the request for attorneys’ fees and expenses, or the Plan of Allocation if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in *Roper v. SITO Mobile, Ltd.*, Case No. 2:17-CV-01106-ES-MAH. Be sure to include your name, address, telephone number, signature, the SITO Mobile common stock purchased and sold between August 15, 2016 and January 2, 2017, inclusive, and the reasons you object to the settlement, the requested attorneys’ fees and expenses, or the Plan of Allocation. Any objection to the settlement must be must be filed with the Court at the following address no later than \_\_\_\_\_, 2019.

Clerk of Court  
United States District Court  
Martin Luther King Building  
50 Walnut Street, Room 4015  
Newark, NJ 07101

Lead Counsel will then immediately provide to Defendants’ Counsel any such objection.

**19. What's the Difference Between Objecting and Excluding?**

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object *only if* you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the proposed settlement. You may attend and you may ask to speak, but you do not have to.

**20. When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a fairness hearing at \_\_\_\_ a.m., on \_\_\_\_\_, 2019, at the United States District Court, District of New Jersey, Courtroom MLK 5A, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. At this hearing the Court will consider whether the settlement of the Litigation is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Salas will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve the payment of fees and expenses to Lead Plaintiff's counsel and the Plan of Allocation. The Court may decide these issues at the hearing or take them under consideration. We do not know how long these decisions will take.

**21. Do I Have to Come to the Settlement Hearing?**

No. Lead Counsel will answer any questions Judge Salas may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**22. May I Speak at the Settlement Hearing?**

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter saying that it is your intention to appear in *Roper v. SITO Mobile, Ltd. Securities Litigation*, Case No. 2:17-CV-01106-ES-MAH. Be sure to include your name, address, telephone number, signature, and the number of shares of SITO Mobile common stock purchased or acquired between August 15, 2016 and January 2, 2017, inclusive. Your notice of intention to appear must be filed no later than \_\_\_\_\_, 2019, with the Clerk of the Court, at the address listed in Question 18. You cannot speak at the hearing if you exclude yourself from the Class.

**IF YOU DO NOTHING**

**23. What Happens if I Do Nothing At All?**

If you do nothing, you will get no money from this settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit,

or be part of any other lawsuit against the Defendants or their Related Parties about the same legal issues in this case.

## **GETTING MORE INFORMATION**

### **24. Are There More Details About the Settlement?**

This Notice only contains a summary of the proposed settlement. More details are in the Stipulation of Settlement dated as of \_\_\_\_\_, 2019. You can get a copy of the Stipulation or more information about the Settlement by visiting [www.SITOMobileSecuritiesSettlement.com](http://www.SITOMobileSecuritiesSettlement.com).

You can also contact the Claims Administrator:

*SITO Mobile Securities Litigation*  
Claims Administrator  
Analytics Consulting LLC  
18675 Lake Drive East  
Chanhassen, MN 55317

Or Lead Counsel

Nicholas I. Porritt, Esq.  
Levi & Korsinsky, LLP  
1101 30th Street, N.W., Suite 115  
Washington, D.C. 20007

You can also obtain a copy from the Clerk's Office during regular business hours:

Clerk of Court  
United States District Court  
Martin Luther King Building  
50 Walnut Street, Room 4015  
Newark, NJ 07101



**DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL  
REGARDING THIS NOTICE**

**SPECIAL NOTICE TO NOMINEES**

If you hold shares of SITO Mobile common stock purchased between August 15, 2016 and January 2, 2017, inclusive, as a nominee for a beneficial owner, then, within ten (10) days after you received this Notice, you must either: (1) send a copy of this Notice and Proof of Claim by first class mail to all such beneficial owners; or (2) provide a list of names and addresses of such Persons to the Claims Administrator:

*SITO Mobile Securities Litigation*  
Claims Administrator  
Analytics Consulting LLC  
18675 Lake Drive East  
Chanhassen, MN 55317

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents 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 reasonable reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

**DATED:** \_\_\_\_\_, **2019**

**BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**SANDI ROPER, INDIVIDUALLY AND ON** )  
**BEHALF OF ALL OTHERS SIMILARLY** )  
**SITUATED,** )  
 ) **No. 2:17-cv-01106-ES-MAH**  
**PLAINTIFF,** )  
  
**v.** ) **CLASS ACTION**  
 )  
**SITO MOBILE, LTD., ET. AL.,** )  
 )  
**DEFENDANTS.** )  
 )  
 )  
 )  
 )

**PROOF OF CLAIM AND RELEASE**

## I. GENERAL INSTRUCTIONS

1. All capitalized terms not otherwise defined shall have the same meanings as set forth in the Stipulation of Settlement dated as of July 31, 2019, which can be downloaded at [www.SITOMobileSecuritiesSettlement.com](http://www.SITOMobileSecuritiesSettlement.com).

2. To recover as a Class Member based on claims in the action entitled *Roper v. SITO Mobile L., et al.*, Case No. 2:17-cv-01106-ES-MAH (the “Litigation”), you must complete and, on pages \_\_\_ hereof, sign this Proof of Claim and Release form (“Proof of Claim”). If you fail to file a properly addressed (as set forth in paragraph 4 below) Proof of Claim, 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.

3. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the settlement of the Litigation.

4. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM POSTMARKED ON OR BEFORE \_\_\_\_\_, 2019, ADDRESSED AS FOLLOWS:

*SITO Mobile Securities Litigation*  
Claims Administrator  
Analytics Consulting LLC  
18675 Lake Drive East  
Chanhassen, MN 55317

5. If you are a Class Member, 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** unless you timely and validly request exclusion from the settlement class pursuant to the Notice.

## **II. CLAIMANT IDENTIFICATION**

1. If you purchased and/or acquired SITO Mobile common stock and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. 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 a 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 SITO Mobile common stock which forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE SITO MOBILE COMMON STOCK 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.

### **III. CLAIM FORM**

1. Use Part II of this form entitled “Schedule of Transactions in SITO Mobile common stock” to supply all required details of your transaction(s). 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 or acquisitions and *all* of your sales of SITO Mobile common stock which took place at any time beginning August 15, 2016 through January 2, 2017, 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 shares of SITO Mobile common stock you held at the close of trading on August 14, 2016 and January 2, 2017. 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. The date of covering a “short sale”

is deemed to be the date of purchase of SITO Mobile common stock. The date of a “short sale” is deemed to be the date of sale of SITO Mobile common stock.

4. Broker confirmations or other documentation of your transactions in SITO Mobile common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

*ROPER v. SITO MOBILE, LTD., et al.*

Case No. 2:17-cv-01106-ES-MAH

PROOF OF CLAIM AND RELEASE

Must be Postmarked No Later Than  
\_\_\_\_\_, 2019

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)



**PART II: SCHEDULE OF TRANSACTIONS IN SITO MOBILE  
COMMON STOCK**

- A. Number of shares of SITO Mobile common stock held at the close of trading on August 14, 2016: \_\_\_\_\_
- B. Purchases or acquisitions of SITO Mobile common stock between August 15, 2016 and January 2, 2017:

	<b>Trade Date Mo. Day Year</b>	<b>Number of Shares Purchased or Acquired</b>	<b>Total Purchase or Acquisition Price</b>
1.			
2.			
3.			

IMPORTANT: Identify by number listed above all purchases in which you covered a “short sale”: \_\_\_\_\_

- C. Sales of SITO Mobile common stock between August 15, 2016 and January 2, 2017, inclusive:

	<b>Trade Date Mo. Day Year</b>	<b>Number of Shares Sold</b>	<b>Total Sales Price</b>
1.			
2.			
3.			

- D. Number of shares of SITO Mobile common stock held at the close of trading on November 14, 2016: \_\_\_\_\_
- E. Number of shares of SITO Mobile common stock held at the close of trading on January 2, 2017: \_\_\_\_\_

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

**YOU MUST READ AND SIGN THE RELEASE ON PAGE \_\_.  
FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN  
PROCESSING OR THE REJECTION OF YOUR CLAIM.**

#### **IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim under the terms of the Stipulation of Settlement, dated as of July 31, 2019 described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of New Jersey, with respect to my (our claim) as a Class Member 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 SITO Mobile common stock during the Class Period and know of no other Person having done so on my (our) behalf.

#### **V. RELEASE**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge and covenant not to sue with respect to, the Released Claims each and all of the Released Parties.

2. “Released Claims” means any and all claims, rights, actions, suits or causes of action of every nature and description, including Unknown Claims, debts, demands, disputes, matters, damages, obligations or liabilities of any kind, nature,

and/or character whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any and all other costs, expenses or liabilities whatsoever), whether known or unknown, whether the claims arise under federal, state, local, statutory, regulatory, common, foreign or other law, or any other law, rule or regulation, whether fixed or contingent or absolute, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, concealed or hidden, foreseen or unforeseen, and whether asserted or that might have been asserted individually, directly, representatively, derivatively, or in any other capacity, by Lead Plaintiffs or the Class Members, or any of them, against the Released Persons based upon, arising out of, or related to (a) the purchase or acquisition of SITO common stock during the Class Period and any of the facts, transactions, events, occurrences, disclosures, statements, acts, omissions, or failures to act which were or could have been alleged in or embraced or otherwise referred to or encompassed by the Litigation, regardless of what legal theory based, including, without limitation, claims for negligence, gross negligence, recklessness, fraud, breach of duty of care and/or loyalty or violations of common law, administrative rule or regulation, tort, contract, equity, or otherwise of any federal statutes, rules, regulations or common law, or the law of any foreign jurisdiction; or (b) that Defendants improperly defended or settled the Litigation, the Released Claims, or both.

3. “Unknown Claims” means any and all Released Claims which Lead Plaintiffs, Lead Plaintiffs’ Counsel, or any Class Members do 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(s) with respect to the Settlement (including the decision not to object or exclude himself, herself, or itself from the Settlement). Unknown Claims include those Released Claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed or hidden. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished the provisions, rights, and benefits conferred by or under California Civil Code § 1542, or any other law of the United States or any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Lead Plaintiffs acknowledge that they 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 the Lead Plaintiffs shall expressly 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 noncontingent, 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, reckless, 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 Settling Parties 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 is a key element of the Settlement of which this release is a part.

4. 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.

5. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in SITO Mobile common stock that

occurred during the Class Period as well as the number and type of SITO Mobile shares held by me (us) on August 14, 2016, November 14, 2016, and January 2, 2017.

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

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

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

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

\_\_\_\_\_  
(Sign your name here) (Sign your name here)

\_\_\_\_\_  
(Type or print your name here) (Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator) (Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)

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

**Reminder Checklist:**

1. Please sign the above release and declaration.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. Do not send originals of certificates.
5. Keep a copy of your claim form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. Do not use red pen or highlighter on the Proof of Claim and Release form or supporting documentation.

**THIS PROOF OF CLAIM FORM MUST BE MAILED NO LATER**

**THAN \_\_\_\_\_, ADDRESSED AS FOLLOWS**

*ROPER v. SITO MOBILE, LTD. et al*

Claims Administrator  
Analytics Consulting LLC  
18675 Lake Drive East  
Chanhassen, MN 55317

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**SANDI ROPER, Individually and on** )  
**Behalf of All Others Similarly Situated,** )  
 )  
**Plaintiff,** ) **No. 2:17-cv-01106-ES-MAH**  
 )  
**v.** ) **CLASS ACTION**  
 )  
**SITO MOBILE, LTD., ET. AL.,** )  
 )  
**Defendants.** )  
 )  
 )  
 )  
 )

**SUMMARY NOTICE**



**TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED SITO MOBILE, LTD. COMMON STOCK BETWEEN AUGUST 15, 2016 AND JANUARY 2, 2017, INCLUSIVE.**

**YOU ARE HEREBY NOTIFIED** that pursuant to an Order of the United States District Court for the District of New Jersey, a hearing will be held on \_\_\_\_\_, 2019, at \_\_:00 \_\_.m., before the Honorable Esther Salas, United States District Judge, at the Courthouse for the United States District Court, District of New Jersey, Courtroom MLK 5A, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, for the purpose of determining: (1) whether the proposed settlement of the Litigation for the combined sum of \$1,250,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) whether the Settlement Class should be certified for purposes of the Settlement and whether Lead Plaintiff and Lead Counsel should be certified as class representative and class counsel for the purposes of the Settlement; (3) whether, thereafter, the Litigation should be dismissed with prejudice as set forth in the Stipulation of Settlement dated as of July 31, 2019 (“Stipulation”); (4) whether the Plan of Allocation of settlement proceeds is fair, reasonable and adequate and therefore should be approved; and (5) whether the application of Lead Counsel for the payment of attorneys’ fees and reimbursement of expenses incurred in connection with the Litigation should be approved.

If you purchased or otherwise acquired SITO Mobile common stock from August 15, 2016 through January 2, 2017, inclusive, your rights may be affected by this Litigation and the settlement thereof. If you have not received the detailed Notice of Pendency and Proposed Settlement of Class Action (the “Notice”) and a copy of the Proof of Claim and Release form, you may obtain copies of them free of charge by contacting the Claims Administrator, by writing to *SITO Mobile, Ltd. Securities Litigation*, Claims Administrator, Analytics Consulting LLC[INSERT], or by downloading this information at [www.SITOMobileSecuritiesSettlement.com](http://www.SITOMobileSecuritiesSettlement.com).

If you are a Class Member and wish to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim form postmarked no later than \_\_\_\_\_, 2019 establishing that you are entitled to recovery. As further described in the Notice, you will be bound by any Judgment entered in the Litigation, regardless of whether you submit a Proof of Claim, unless you exclude yourself from the Class, in accordance with the procedures set forth in the Notice, no later than \_\_\_\_\_, 2019.

Any objections to the Settlement, Plan of Allocation or attorneys’ fees and expenses must be filed and served, in accordance with the procedures set forth in the Notice, no later than \_\_\_\_\_, 2019 at the following address:

Clerk of the Court  
United States District Court  
District of New Jersey  
Martin Luther King Building & U.S. Courthouse  
50 Walnut Street  
Newark, NJ 07101

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT, THE  
CLERK'S OFFICE, THE DEFENDANTS, OR DEFENDANTS' COUNSEL.**

If you have any questions about the Settlement, you may contact Lead  
Counsel for the Class: Nicholas I. Porritt, Esq, Levi & Korsinsky LLP, 1101 30th  
Street, N.W., Suite 115, Washington, D.C. 20007, nporritt@zlk.com.

**DATED:** \_\_\_\_\_, 2019

**BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY**