

## **PROOF OF CLAIM AND RELEASE**

### **I. GENERAL INSTRUCTIONS**

1. To be eligible to recover a payment in the proposed settlement (the “Settlement”) of the class action captioned *Schuler v. NIVS IntelliMedia Technology Group, Inc., et al.*, Case No. 1:11-cv-02484-KMW (S.D.N.Y.) (the “Action”), you must complete and sign on page 6 of this Proof of Claim and Release. If you fail to file a properly completed and addressed Proof of Claim and Release as set forth herein your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund<sup>1</sup> in connection with the Settlement provided for in the Stipulation.
2. Submission of this Proof of Claim and Release does not assure that you will share in the proceeds of the Settlement of the Litigation.
3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE APRIL 8, 2015 ADDRESSED AS FOLLOWS:

*Schuler v. NIVS IntelliMedia Technology Group, Inc., et al. Securities Litigation*  
c/o Epiq Systems, Inc.  
P.O. Box 3518  
Portland, OR 97208-3518

If you are NOT a member of the Settlement Class (as defined below and in the Notice of Proposed Settlement of Class Action (the “Notice”)) DO NOT submit a Proof of Claim and Release.

4. If you are a member of the Settlement Class and you have not requested exclusion from the Settlement Class, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided in the Stipulation, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

### **II. DEFINITIONS**

1. “Settlement Class” and “Settlement Class Members” mean all persons or entities who purchased or otherwise acquired common stock of NIVS IntelliMedia Technology Group, Inc. (“NIVS”) securities from March 24, 2010 and March 25, 2011, inclusive (the “Settlement Class Period”), and who were allegedly damaged thereby. Excluded from the Settlement Class are Settling Defendants and all officers and directors of NIVS, and all such excluded persons’ immediate family members, legal representatives, heirs, predecessors, successors and assigns, and any entity in which any excluded person has or had a controlling interest. Also excluded from the Settlement Class are those persons who file valid and timely requests for exclusion in accordance with the Notice.
2. “Settling Defendants” means NIVS IntelliMedia Technology Group, Inc. (“NIVS”), Tianfu Li (“Li”), Simon Zhang (“Zhang”), Alexander Chen (“Chen”), Kwok Fu Wong (“Wong”), Ruxiang Niu (“Niu”), Minghui Zhang (“Minghui”), Gengqiang Yang (“Yang”), Charles Mo (“Mo”), MaloneBailey, LLP (“MaloneBailey”) and WestPark Capital, Inc. (“WestPark”).

<sup>1</sup> As explained more fully in the April 22, 2014 Stipulation of Settlement (the “Stipulation”) entered into by the parties to the Litigation, the “Net Settlement Fund” shall consist of \$1.35 million minus fees, expenses and taxes.

### III. CLAIMANT IDENTIFICATION

If you purchased NIVS common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased NIVS common stock and the certificate(s) was (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 NIVS common stock which forms 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 NIVS COMMON STOCK 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.

### IV. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in NIVS Common Stock” to supply all required details of your transaction(s) in NIVS common stock. 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 and **all** of your sales of NIVS common stock that took place at any time between March 24, 2010 and March 24, 2011, 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 NIVS common stock you held at the close of trading on March 23, 2010 and at the close of trading on March 24, 2011. Failure to report all such transactions may result in the rejection of your claim.

List each transaction during the Settlement 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 NIVS common stock. The date of a “short sale” is deemed to be the date of sale of NIVS common stock.

Copies of broker confirmations or other documentation of your transactions in NIVS 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  
SOUTHERN DISTRICT OF NEW YORK  
*Schuler v. NIVS IntelliMedia Technology Group, Inc., et al.*, Case No. 1:11-cv-02484-KMW  
PROOF OF CLAIM AND RELEASE  
Must Be Postmarked No Later Than:  
April 8, 2015  
Please Type or Print

**PART I: CLAIMANT IDENTIFICATION**

Beneficial Owner's Last Name	MI	Beneficial Owner's First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Joint Beneficial Owner's Last Name	MI	Joint Beneficial Owner's First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Business Name (Beneficial Owner)

Representative Name (Beneficial Owner)

Street Address

City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Foreign Province	Country
<input type="text"/>	<input type="text"/>

Social Security Number	Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/>

Check one:

Individual       Corporation/Other

Telephone Number (work)	Telephone Number (home)
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>

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

Account Number

Email Address

**PART II: SCHEDULE OF TRANSACTIONS IN NIVS COMMON STOCK**

A. Number of shares of NIVS common stock held at the close of trading on March 23, 2010:

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B. Purchases of NIVS common stock between March 24, 2010 and March 24, 2011, inclusive:

Trade Date (MMDDYY)	Number of Shares Purchased	Price per Share*	Total Purchase Price*	Transaction Type (P/R)†

\* Do not include commission charges  
† P=Purchase, R=Receipt (transfer in)

C. Sales of NIVS common stock between March 24, 2010 and March 24, 2011, inclusive:

Trade Date (MMDDYY)	Number of Shares Sold	Sale Price per Share*	Total Sales Price*	Transaction Type (S/D)†

\* Do not include commission charges  
† S=Sale, D=Delivery (transfer out)

D. Number of shares of NIVS common stock held at the close of trading on March 24, 2011:

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**YOU MUST READ THE RELEASE. YOUR SIGNATURE ON PAGE 6 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.**

## V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court, Southern District of New York, with respect to my (our) claim as a Settlement 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 the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or sales of NIVS common stock during the Settlement Class Period and know of no other person having done so on my (our) behalf.

## VI. RELEASES

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," defined as the Settling Defendants, collectively and each of them, and each of them individually, and each of the Settling Defendant's respective family members and current, former, or future parents, subsidiaries, associates, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, agents, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, insurers, co-insurers, reinsurers, heirs, assigns, executors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, predecessors, successors, advisors, and/or any other individual or entity in which any Settling Defendant has or had a controlling interest or which is or was related to or affiliated with any Settling Defendant.
2. I (We) hereby acknowledge that "Released Claims," as used herein, means any and all claims, debts, demands, liabilities, rights, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether based on federal, state, local, statutory or common law, or any other law, rule, or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, whether asserted directly, indirectly, or derivatively, including both known claims and Unknown Claims: (i) that have been or could have been asserted in the Action by the Plaintiffs and/or Settlement Class Members or any of them against any of the Released Persons, including, without limitation, those concerning any statements made by any Settling Defendant that Plaintiffs allege in the Litigation were false or misleading, or any of the alleged acts, omissions, representations, facts, events, matters, transactions, or occurrences asserted in or relating to the Litigation, or otherwise alleged, asserted, or contended in the Litigation; or (ii) that relate in any way to the purchase, acquisition, sale or holding of NIVS common stock during the Settlement Class Period by Plaintiffs or any Settlement Class Member, including but not limited to claims for fraud, negligent misrepresentation, unauthorized purchase, or churning, including any and all Unknown Claims, that were or might have been asserted on behalf of themselves, their heirs, executors, administrators, successors, and assigns against the Released Persons or any of them.
3. I (We) hereby acknowledge that "Unknown Claims," as used herein, means any Released Claim that 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 decision(s) with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement, provided that such claim arises out of or relates to the purchase or sale of NIVS common stock, or the decision not to request exclusion from the Settlement Class.
4. I (We) hereby waive and relinquish, 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.

I (We) also waive and relinquish any and all provisions, rights, and benefits conferred by any law of any state, including but not limited to the State of New York, or any territory of the United States, or principle of common law or international or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. I (We) hereby acknowledge that I (we) may discover facts in addition to or different from those which I (we) know or believe to be true with respect to the subject matter of the Released Claims, but I (we) fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

5. The releases herein shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).
6. 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.
7. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in NIVS common stock which occurred during the Settlement Class Period as well as the number of shares of NIVS common stock held by me (us) at the close of trading on March 23, 2010 and at the close of trading on March 24, 2011.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.

(Month/Year) (City) (State/Country)

Signature of Claimant

Date 

MM	DD

 - 

DD	YY

 - 

YY	MM

Print Name of Claimant

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 Proof of Claim and Release.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.