

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ERIC WEINSTEIN, individually and on behalf of all
others similarly situated,
Plaintiff,

v.

RMG NETWORKS HOLDING CORPORATION,
GREGORY H. SACHS, SCG DIGITAL, LLC, SCG
DIGITAL MERGER SUB, INC., SCG DIGITAL
FINANCING, LLC, SCG DIGITAL HOLDINGS,
LLC, DONALD WILSON, ROBERT
MICHELSON, LOREN BUCK, JEFFREY
HAYZLETT, MARVIN SHREAR, ALAN
SWIMMER, JONATHAN TRUTTER, and LARRY
WEBER,
Defendants.

C.A. No. 2018-0210-AGB

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

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF ANY SHARES OF COMMON STOCK OF RMG NETWORKS HOLDING CORPORATION (“RMG” OR THE “COMPANY”) WHO HELD OR OWNED ANY SUCH STOCK 1) BEFORE THE MARKET OPENED ON MARCH 25, 2015 AND CONTINUED TO HOLD STOCK UNTIL AFTER THE MARKET CLOSED ON MAY 13, 2015 (“2015 TRANSACTION SUBCLASS”) AND/OR 2) AT THE TIME THAT RMG CONVERTED TO A PRIVATELY HELD ENTITY ON OCTOBER 4, 2018 (“2018 TRANSACTION SUBCLASS”), INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-INTEREST, PREDECESSORS, EXECUTORS, REPRESENTATIVES, TRUSTEES, ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-INTEREST, SUCCESSORS, AND ASSIGNS, EXCEPT FOR THOSE PERSONS AND ENTITIES EXCLUDED FROM THE SETTLEMENT CLASS, DEFINED BELOW.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE “RELEASED CLAIMS” (DEFINED BELOW).

IF YOU ARE A NOMINEE WHO HELD RMG COMMON STOCK FOR THE BENEFIT OF ANOTHER, READ THE SECTION BELOW ENTITLED “NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS.”

PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform you of the proposed settlement (the “Settlement”) of the above-captioned lawsuit (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”). Pursuant to the Settlement, plaintiff Eric Weinstein (“Plaintiff”), on his own behalf and on behalf of all members of the Settlement Class (defined herein), have agreed to dismiss with prejudice their claims against RMG, Gregory H. Sachs, SCG Digital, LLC, SCG Digital Merger Sub, Inc., SCG Digital Financing, LLC, SCG Digital Holdings, LLC, Robert Michelson, Loren Buck, Jeffrey Hayzlett, Marvin Shrear, Alan Swimmer, Jonathan Trutter, and Larry Weber (collectively, “Defendants”) and former defendant Donald Wilson, which relate to the transaction pursuant to which RMG was acquired for \$1.29 per share in cash in a transaction led by Virgo Capital, with the participation of Sachs (the “Transaction”). In consideration of the Settlement, Defendants have agreed to cause the sum of \$1,500,000.00 (the “Settlement Amount” or “Settlement Payment”) to be paid for benefit of the Settlement Class. Donald Wilson has agreed not to participate in the Settlement Class recovery.

This Notice also informs you of your right to participate in a hearing to be held on July 10, 2020, at 11:00 a.m., before the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (the “Settlement Hearing”) to (a) consider the proposed Settlement; (b) determine whether the Settlement Class should be finally certified for settlement purposes only with Plaintiff as Settlement Class representative; (c) determine whether Plaintiff and Class Counsel have adequately represented the interests of the Settlement Class in the Action; (d) determine whether the Stipulation and Agreement of Compromise and Settlement (the “Stipulation” or “Settlement Agreement”), and the terms and conditions of the Settlement proposed in the Stipulation, are fair, reasonable, and adequate to the Settlement Class Members and should be approved by the Court; (e) determine that the requirements of the Delaware Court of Chancery Rules and due process have been satisfied in connection with the Notice; (f) determine whether the Order and Final Judgment should be entered dismissing the Action and Released Claims with prejudice as against Plaintiff and the Settlement Class, without costs except as provided in the Stipulation, releasing and discharging with respect to Plaintiff and all Settlement Class Members the Released Claims against the Released Parties, and permanently barring and enjoining prosecution of any and all Released Claims in any forum; (g) hear and rule on any objections to the Settlement; (h) consider and rule on the Fee Application, and any objections thereto; and (i) rule on other such matters as the Court may deem appropriate.

BACKGROUND OF THE LAWSUIT

THE DESCRIPTION OF THE ACTION AND SETTLEMENT THAT FOLLOWS HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES (DEFINED BELOW). THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT.

1. Plaintiff is a member of both the 2015 Transaction Subclass and the 2018 Transaction Subclass.
2. In April 2013, SCG Financial Acquisition Corp., a publicly listed special purpose acquisition company in which Defendants Wilson and Sachs were investors, acquired Reach Media Group through a reverse merger, changed its name to RMG Networks Holding Corporation (“RMG”), and took it public.
3. On March 25, 2015, RMG entered into a purchase agreement with a group of investors that included Michelson, Buck, Swimmer, Sachs, and Wilson, in which the investors purchased 250,000 shares of Series A Preferred Stock for a purchase price of \$100 per share, which would automatically convert into 100 shares of common stock on the date that the Company’s stockholders approved such conversion (“2015 Transaction”). RMG disclosed the 2015 Transaction before the market opened on March 25, 2015.
4. At a special meeting held on May 13, 2015, the holders of 6,142,986 shares of RMG common stock approved the 2015 Transaction.
5. On March 23, 2018, Plaintiff filed a Verified Class Action and Derivative Complaint challenging the 2015 Transaction on the grounds that it was carried out at an unfair discount.
6. On April 3, 2018, RMG announced a proposed transaction in which SCG Digital, LLC (“SCG”) would buy all shares of RMG stock not already owned by Sachs or by other shareholders that might enter rollover agreements with him for \$1.27 per share in cash. The proposed transaction with SCG was approved by a Special Committee consisting of Hayzlett, Trutter, and Swimmer (“Special Committee”) and included a 45-day go-shop period.
7. During the go-shop period, Hale Capital Partners, Inc. (“Hale”), made an alternative proposal to engage in a recapitalization transaction with RMG (“Hale Transaction”). On August 1, 2018, the Special Committee unanimously determined that the Hale Transaction would result in a transaction more favorable to the Company’s stockholders than the proposed transaction with SCG. The full Board, however, rejected the Special Committee’s recommendation. On August 2, 2018, all three members of the Special Committee resigned from the Board.
8. On August 10, 2018, the remaining members of RMG’s Board of Directors approved a revised proposal from SCG to take RMG private for \$1.29 per share in cash (“2018 Transaction”).
9. On September 27, 2018, RMG shareholders voted to approve the 2018 Transaction. On October 4, 2018, RMG announced that it had been converted to a privately held entity in a transaction led by Virgo Capital, with the participation of Sachs.
10. On October 30, 2018, Plaintiff filed a Verified Amended Class Action Complaint challenging both the 2015 Transaction and the 2018 Transaction.
11. On January 30, 2019, Defendants and Wilson filed Motions to Dismiss the Action and Opening Briefs in support thereof.
12. On April 3, 2019, the Parties participated in a full day, arm’s-length mediation to attempt to resolve the Action, which did not result in the resolution of the Action.
13. On April 24, 2019, Plaintiff filed an Omnibus Answering Brief in opposition to Defendants’ and Wilson’s Motions to Dismiss the Action.
14. Plaintiff negotiated separately with Defendant Wilson towards a resolution of the Action against Wilson only. On June 4, 2019, Plaintiff and Wilson executed a Memorandum of Understanding to resolve the action against Wilson only, under which Wilson would not participate in any potential recovery for former RMG shareholders.

Because Wilson and his affiliates held 4,251,384 shares of RMG common stock as of April 15, 2018, this agreement ensured that even if Wilson's Motion to Dismiss was successful and the remaining Defendants' were not, Wilson would not be able to share in, and dilute, a potential recovery after the resolution of Defendants' Motions to Dismiss. On June 7, 2019, Plaintiff and Wilson filed a Stipulation and Proposed Order of Voluntary Dismissal of Wilson, which the Court granted.

15. On June 10, 2019, the remaining Defendants filed Reply Briefs in further support of their Motion to Dismiss.

16. The Parties continued to negotiate towards a final resolution of the Action through the mediator. On or about September 9, 2019, with the guidance of the mediator, the Parties reached an agreement-in-principle to settle the Action and resolve Plaintiff's claims on the basis that the remaining Defendants would pay \$1.5 million, to be distributed to the former holders of RMG's common stock, excluding Wilson and any shareholders who had perfected their appraisal rights, which included a holder of over 500,000 shares of RMG common stock at the time of the Closing of the Transaction.

17. Throughout the course of the Action, pursuant to two demands for books and records pursuant to Section 220 of the Delaware General Corporation Law, 8 *Del. C.* §220, Defendants produced, and Plaintiff's counsel reviewed, over 9,600 pages of documents, including, *inter alia*, Board and Special Committee meeting minutes, management presentations, advisor presentations, projected financial information, and emails.

18. Throughout the course of the Action, Plaintiff consulted with his own financial expert.

19. The Court has not finally determined the merits of the claims made by Plaintiff against, or the defenses of, the Defendants. This Notice does not imply that there has been or would be any finding of violation of the law or that relief in any form or recovery in any amount could be had if the Action was not settled.

THE SETTLEMENT TERMS

1. The Settlement of the Action has been reached among Plaintiff, acting in his individual capacity and as representative of the Settlement Class, and Defendants. The terms and conditions of the Settlement are set forth in detail in the Stipulation, which has been filed with the Court. The Settlement is subject to and becomes effective only upon approval by the Court. This Notice includes a summary of various terms of the Settlement, but does not purport to be a comprehensive description of its terms, which are available for review as described below.

2. The Stipulation provides, among other things, that the Settlement Amount has been agreed to and will be paid in consideration for the full and final settlement and dismissal with prejudice of the Action and the release of any and all Released Claims, against the Released Parties, and that no Defendant or other Released Party shall have any obligation to pay or bear any additional amounts, expenses, costs, damages, or fees to or for the benefit of Plaintiff or any Settlement Class Member in connection with the Settlement, including but not limited to attorneys' fees and expenses for any counsel to any Settlement Class Member or any former stockholder of RMG or objector pursuant to the Settlement, or any costs of notice or settlement administration or otherwise.

3. If the Court approves the Settlement, each of the following will occur:

a. The Action and Released Claims will be dismissed with prejudice on the merits. This dismissal on the merits will be binding as to Plaintiffs and all Settlement Class Members.

b. As of the Effective Date, Plaintiff and all Settlement Class Members, on behalf of themselves, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, agree to fully, completely, finally, and forever release, relinquish, and discharge, and by operation of the Order and Final Judgment shall fully, completely, finally, and forever release, relinquish, and discharge, all Released Claims (as defined below) as against all Released Parties (as defined below) (provided, however, that this release, relinquishment and discharge shall not include claims by the Parties to enforce the terms of the Settlement or Settlement Agreement).

c. As of the Effective Date, Defendants and all Released Parties agree to fully, completely, finally, and forever release, relinquish, and discharge Plaintiffs and Plaintiffs' counsel from all claims, including Unknown Claims, arising out of or relating to the institution, prosecution, settlement, or resolution of the Action (provided, however, that this release, relinquishment and discharge shall not include claims by the Parties to enforce the terms of the Settlement or Settlement Agreement).

d. As of the Effective Date, the Released Parties shall be deemed to be released and forever discharged from all of the Released Claims.

e. As of the Effective Date, Plaintiff and all Settlement Class Members, on behalf of themselves, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, will be forever barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any Released Claims against any of the Released Parties.

f. Within twenty-one (21) business days after the Court's entry of the Scheduling Order (defined herein), Defendants and/or Defendants' insurer(s) shall cause the Settlement Amount to be deposited into the Account, provided that Class Counsel has timely provided payment instructions and certain other information. The Account shall be administered by a Claims Administrator chosen by Class Counsel. Prior to the Effective Date, the Account shall be used only to pay reasonable and necessary Administrative Costs. After the Effective Date, the Account shall be used (i) to pay any Fee and Expense Award, (ii) to pay Administrative Costs, and (iii) following the payment of the foregoing (i) and (ii), for subsequent disbursement of the Net Settlement Amount to the Settlement Payment Recipients as further described herein.

4. Apart from the payment of the Settlement Amount as described above, none of Defendants or Defendants' insurer(s) shall have any further monetary obligation to Plaintiff, the Settlement Class, any Settlement Class Member, Class Counsel, or any other Plaintiffs' counsel.

5. Class Counsel shall be solely responsible for determining whether any taxes of any kind are due on income earned by the Account, for filing any necessary tax returns, and for causing any necessary taxes to be paid. Any such taxes, as well as any expenses incurred by Class Counsel in connection with determining the amount of, and paying, such taxes shall be considered Administrative Costs and shall be paid out of the Settlement Amount.

6. As soon as reasonably practicable after the Effective Date, the Net Settlement Amount will be disbursed by the Claims Administrator to the Settlement Payment Recipients as follows: a) \$100,000 will be allocated pro-rata on a per-share basis amongst the Settlement Payment Recipients who are members of the 2015 Transaction Subclass who have submitted to the Claims Administrator a valid Proof of Claim by the deadline provided in the Notice (defined herein) based on the number of shares of RMG common stock acquired by the applicable Settlement Payment Recipient before market opening on March 25, 2015 and held through market closing on May 13, 2015 (provided that if a Settlement Payment Recipient held shares of RMG common stock in registered form and has not submitted a letter of transmittal as of the Effective Date, such payment shall be allocated to such Settlement Payment Recipient but will not be remitted until such Settlement Payment Recipient has submitted its letter of transmittal or other satisfactory proof sufficient to determine whether such Settlement Class Member is a Settlement Payment Recipient); b) \$1,400,000 will be allocated pro-rata on a per-share basis amongst the Settlement Payment Recipients who are members of the 2018 Transaction Subclass based on the number of shares of RMG common stock held by the applicable Settlement Payment Recipient upon the Closing Date ("Initial Distribution"). None of the Defendants, or Defendants' insurer(s) shall have any input, responsibility, or liability for any claims, payments, or determinations by the Claims Administrator in respect of Settlement Class Member claims for payment under the Settlement. If Plaintiff and/or the Claims Administrator have made reasonable efforts to have Settlement Payment Recipients claim their payments, and the amount of the Net Settlement Amount that remains unclaimed by the Settlement Payment Recipients (the "Unclaimed Amount") exceeds \$100,000 after a period of six (6) months after the Initial Distribution, then the Unclaimed Amount will be re-disbursed by the Claims Administrator for payment to all Settlement Payment Recipients, who claimed their payments in the Initial Distribution, on a *pro rata* basis. If, however, after a period of six (6) months after the Initial Distribution, the amount of the Unclaimed Amount is equal to or less than \$100,000, or if any of the Unclaimed Amount remains unclaimed after the re-disbursement described in the preceding sentence, then any such unclaimed amount of the Net Settlement Amount shall be transferred to the Office of the State Escheator for handling in accordance with the laws of interstate escheat.

7. Plaintiff or his designee shall pay out of the Account any and all costs associated with the allocation and distribution of the Net Settlement Amount (including the costs of any re-distribution of the Net Settlement Amount and the costs associated with any transfer to the Office of the State Escheator).

8. Other than as provided in the Stipulation, Defendants, Defendants' insurers, and the Released Parties shall have no involvement in, responsibility for, or liability relating to the distribution of the Net Settlement Amount to Settlement Class Members. No Settlement Class Member shall have any claim against Plaintiff, Plaintiff's counsel, any Defendant, any of the Released Parties, or any of their respective counsel or insurers based on the distributions made substantially in accordance with the Stipulation and/or orders of the Court.

PROOF OF CLAIM

9. Only Settlement Class Members who were beneficial holders of RMG common stock either a) before the market opened on March 25, 2015, and who continued to hold those shares until after the market closed on May 13, 2015, or b) on October 4, 2018, and who received consideration for shares of RMG common stock in the 2018 Transaction, are eligible to participate in the distribution of the Net Settlement Amount. Any 2015 Transaction Subclass Settlement Class Member who satisfies these criteria and who wishes to participate in the distribution of the Net Settlement Amount, shall submit to the Claims Administrator (see address under paragraph 12) a completed Proof of Claim in the form attached hereto no later than June 30, 2020. Any Proof of Claim submitted to the Claims Administrator after such date may be rejected as untimely.

10. *Settlement Class Members who were beneficial holders of RMG common stock on October 4, 2018, and who received consideration for shares of RMG common stock in the 2018 Transaction who do not timely request*

exclusion shall be considered Settlement Class Members and shall be deemed to have released all Released Parties and shall receive their pro-rata share without filing a Proof of Claim.

11. The Settlement and any Order and Final Judgment entered by the Court, including the releases described herein, shall be binding on all Settlement Class Members even if (i) they are ineligible to submit a Proof of Claim because they sold their shares prior to the Closing, or (ii) they fail to submit a valid and timely Proof of Claim.

REQUESTS FOR EXCLUSION

12. To exclude yourself from the Settlement, you must mail a letter that (A) clearly indicates your name, address, phone number and e-mail contact information (if any) and states that you “request to be excluded from the Settlement Class in *Weinstein v. RMG Networks Holding Corp., et. al.*, C.A. No. 2018-0210-AGB (Del. Ch.),” (B) for members of the 2015 Transaction Subclass, state the number of shares of RMG securities that you held before the market opened on March 25, 2015 and continued to hold until after the market closed on May 13, 2015, (C) for members of the 2018 Transaction Subclass, state the number of shares of RMG securities that you held on October 4, 2018, for which you received payment. In order to be valid, such request for exclusion must be submitted with documentary proof demonstrating your status as a beneficial owner of the RMG common stock. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be received no later than June 10, 2020, to the Claims Administrator at the following address:

RMG Networks Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063

You cannot exclude yourself by telephone or by e-mail.

If you properly exclude yourself, you will not receive a payment, you cannot object to the Settlement, and you will not be legally bound by the judgment in this case.

DISMISSAL AND RELEASE

13. It is the intent of the Parties to the Action that the proposed Settlement, if the Court approves it, shall completely, fully, finally, forever, and for all time compromise, settle, release, relinquish, discharge, extinguish, and dismiss on the merits and with prejudice, upon and subject to the terms and conditions set forth in the Stipulation, all rights, claims, and causes of action that are or relate to the Released Claims against any of the Released Parties and that each of the Defendants and each of the other Released Parties shall be deemed to be fully, completely, finally, and forever released and discharged from any and all of the Released Claims.

DEFINITIONS

14. For purposes of the Settlement:

a. “Account” means an account at Huntington Bank, with Class Counsel (defined herein) as escrow agent, which is to be maintained by the Claims Administrator and into which the Settlement Amount shall be deposited. The funds deposited into the Account shall be invested in instruments backed by the full faith and credit of the United States Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof.

b. “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement to the Settlement Class or otherwise administering or carrying out the terms of the Settlement.

c. “Class Counsel” means Rigrodsky & Long, P.A. and The Rosen Law Firm, P.A.

d. “Effective Date” means the first business day following the date on which all of the conditions set forth in Paragraph 15 of the Stipulation shall have occurred.

e. “Fee and Expense Award” means an award to Class Counsel of fees and expenses to be paid from the Settlement Amount (defined herein) approved by the Court in accordance with the Stipulation and in full satisfaction of any and all claims for attorneys’ fees and expenses that have been, could be, or could have been asserted by Plaintiffs’ counsel or any other counsel for any member of the Settlement Class.

f. “Final,” when referring to the Order and Final Judgment, means that the Order and Final Judgment has been entered by the Court and one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, appeal, or other review of the Order and Final Judgment has expired without any such filing or notice, or (ii) the Order and Final Judgment has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal, or review of the Order and Final Judgment or any order affirming the Order and Final Judgment has expired; provided, however, that any disputes or appeals

relating solely to the amount, payment, or allocation of attorneys' fees and expenses shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment become final, and shall not otherwise prevent, limit, or otherwise affect the Order and Final Judgment or prevent, limit, delay, or hinder the Order and Final Judgment's becoming final.

g. "Final Approval of the Fee Application" shall be deemed to occur on the first business day following the date any award of attorneys' fees and expenses in connection with the Fee Application (defined herein) becomes final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, lapse of time, or otherwise.

h. "Net Settlement Amount" means the Settlement Amount as defined herein less any Fee and Expense Award, taxes on the Settlement Amount, and Administrative Costs.

i. "Order and Final Judgment" means the Order and Final Judgment to be entered in the Action substantially in the form attached as Exhibit D to the Stipulation or as modified by the Court with the written consent of the Parties or as modified by agreement of the Parties in writing.

j. "Parties" means Plaintiff and Defendants.

k. "Person" means any individual, corporation, partnership, limited liability company, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

l. "Released Claims" means means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), that Plaintiff or any or all other Settlement Class Members ever had, now have, or may have, whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, or in any other capacity, against any of the Released Parties (defined below), whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including, but not limited to, any claims under federal securities laws, including such claims within the exclusive jurisdiction of the federal courts, or state disclosure law or any claims that could be asserted derivatively on behalf of RMG), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the 2015 Transaction, (ii) deliberations or negotiations in connection with the 2015 Transaction, (iii) any disclosures, public filings, periodic reports, press releases, proxy statements, or other statements issued, made available, or filed relating, directly or indirectly, to the 2015 Transaction, (iv) the fiduciary duties and obligations of the Released Parties in connection with the 2015 Transaction, (v) the 2018 Transaction, (vi) any deliberations or negotiations in connection with the 2018 Transaction, (vii) the consideration received by Settlement Class Members or by any other Person in connection with the 2018 Transaction, (viii) any disclosures, public filings, periodic reports, press releases, proxy statements, or other statements issued, made available, or filed relating, directly or indirectly, to the 2018 Transaction, (ix) the fiduciary duties and obligations of the Released Parties in connection with the 2018 Transaction, (x) any of the allegations in any complaint filed in the Action, or (xi) any other actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, things, or causes whatsoever, or any series thereof, that were, could have been, or in the future can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or otherwise related, directly or indirectly, in any way to, the Action or the subject matter of the Action; provided, however, that the Released Claims shall not include claims to enforce the Settlement.

m. Whether or not any or all of the following Persons were named, served with process or appeared in the Action, "Released Parties" means (i) Defendants, (ii) any Person who is, was, or will be related to or affiliated with any or all of the Defendants, or in which any or all of the Defendants, has, had, or will have a controlling interest, (iii) Wilson; (iv) DOOH Investments, LLC, DOOH Investment Manager LLC, 2012 DOOH Investments, LLC, DOOH US Holdings, LLC, DRW Holdings, LLC, DRW Securities, LLC, DRW Commodities, LLC, and Children's Trust C/U the Donald R. Wilson 2009 GRAT #1; and (v) each and all of the foregoing's respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, insurers and reinsurers, foundations, agents, employees, fiduciaries, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

n. "Settlement" means the settlement of the Action between and among Plaintiff, on behalf of himself and the Settlement Class, Defendants, and Wilson, as set forth in the Stipulation.

- o. "Settlement Amount" or "Settlement Payment" means a total of \$1,500,000.00.
- p. "Settlement Class" includes two subclasses and means: a) all persons or entities who held shares of RMG Networks Holding Corporation common stock (or any interest therein), either of record or beneficially, before the market opened on March 25, 2015, and who continued to hold those shares until after the market closed on May 13, 2015, including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the "2015 Transaction Subclass"); provided, however, that excluded from the 2015 Transaction Subclass are 1) all Released Parties; 2) any person or entity who acquired RMG Series A Preferred Stock in the 2015 Transaction; and 3) any person or entity who was separately compensated for damages related to the 2015 Transaction; b) all persons or entities who held shares of RMG Networks Holding Corporation common stock (or any interest therein), either of record or beneficially, at the time that RMG converted to a privately held entity on October 4, 2018, including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the "2018 Transaction Subclass"); provided, however, that excluded from the 2018 Transaction Subclass are 1) all Released Parties; 2) any participant in a voting agreement with the Company pursuant to which the participant agreed to vote its shares of Company common stock in favor of the adoption and approval of the merger agreement with SCG; and 3) any RMG stockholders who perfected their appraisal rights, and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them.
- q. "Settlement Class Member" or "Settlement Class Members" mean a member or members of the Settlement Class who have not timely requested exclusion from the Settlement Class..
- r. "Settlement Payment Recipients" means all Settlement Class Members who were beneficial holders of RMG common stock 1) before the market opened on March 25, 2015 and continued to hold stock until after the market closed on May 13, 2015 and/or 2) on October 4, 2018 (the "Closing"), and who received consideration for shares of RMG common stock in the 2018 Transaction, and who submitted a valid claim form in the form attached hereto (the "Proof of Claim") to the Claims Administrator in accordance with the Stipulation.

PROCEDURE

15. If the Stipulation is terminated pursuant to Paragraph 21 thereof, (a) Plaintiffs shall within ten (10) business days cause to be refunded to Defendants all amounts held in the Account as of the date of termination (*i.e.*, the Settlement Fund, plus any interest earned thereon and less any reasonable and necessary Administrative Costs incurred prior to such date), and (b) all of the Parties to the Stipulation shall be deemed to have reverted to their respective litigation status immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed (except for Paragraphs 23, 24, 31, and 32 thereof, which shall survive the occurrence of any such event) and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way. Furthermore, in the event of such termination, Plaintiffs and their counsel agree that neither the Stipulation, nor any statements made in connection with the negotiation of the Stipulation, may be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action or in connection with any other litigation or judicial proceeding other than as expressly provided in the Stipulation.

16. If the Court approves the Settlement, the Action and the Released Claims will be dismissed on the merits with respect to all Released Parties and with prejudice against Plaintiff and all Settlement Class Members. Such release and dismissal will bar the institution or prosecution by any of the Plaintiff or any Settlement Class Member of any other action asserting any Released Claim against any of the Released Parties.

RELEASE OF UNKNOWN CLAIMS

17. The releases contemplated in the Settlement and Stipulation extend to Unknown Claims, as defined in the following paragraph.

18. "Unknown Claims" means any claim that any Plaintiff or any other Settlement Class Member does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to any of the Released Claims, the Parties stipulate and agree that upon the occurrence of the Effective Date, Plaintiff shall expressly and each Settlement Class Member shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code

§ 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 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 RELEASE PARTY.

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

ATTORNEYS’ FEES

20. Plaintiff’s counsel intend to petition the Court for an award of attorneys’ fees in an aggregate amount not to exceed 30% of the Settlement Amount plus reimbursement of expenses incurred in connection with the Action (the “Fee Application”), which petition will be wholly inclusive of any request for attorneys’ fees and expenses on behalf of any Settlement Class Member, or his, her, or its counsel in connection with the Settlement, as well as an award of \$25,000 for Plaintiff to compensate him for time expended representing the Settlement Class in the Action. Defendants agree not to oppose this request and shall take no position as to the Fee Application. The Parties acknowledge and agree that any attorneys’ fees and expenses awarded by the Court in the Action to Plaintiff’s counsel and to Plaintiff shall be paid solely from the Settlement Amount, and that none of Defendants, or Defendants’ insurers shall have any responsibility therefor. The Fee Application shall be the only petition for attorneys’ fees and expenses filed by or on behalf of Plaintiff and Plaintiff’s counsel.

21. One fifteenth of all fees and expenses shall be paid from the \$100,000 portion of the Settlement Amount allocated to the 2015 Transaction Subclass. Fourteen fifteenths of all fees and expenses shall be paid from the \$1,400,000 portion of the Settlement Account allocated to the 2018 Transaction Subclass.

22. Final resolution by the Court of the Fee Application shall not be a precondition to the Settlement or the dismissal of the Action in accordance with the Settlement and the Stipulation, and the Fee Application may be considered separately from the Settlement. Neither any failure of the Court or any other court (including any appellate court) to approve the Fee Application in whole or in part, nor any other reduction, modification or reversal of the award order or failure of the award order to become final, shall have any impact on the effectiveness of the Settlement, provide any of the Parties with the right to terminate the Settlement or the Stipulation, or affect or delay the binding effect or finality of the Order and Final Judgment and the release of the Released Claims. Notwithstanding any other provision of the Stipulation, no fees or expenses shall be paid to Plaintiffs’ counsel in the absence of the occurrence of Final Approval of the Fee Application.

CLASS CERTIFICATION

23. The Parties agree that Plaintiff shall request that the Court, in the Order and Final Judgment, finally certify the Settlement Class for settlement purposes only pursuant to Court of Chancery Rules 23(a) and 23(b)(3).

THE SETTLEMENT HEARING

24. On April 7, 2020, the Court entered a Scheduling Order on Approval of Class Action Settlement (the “Scheduling Order”) providing for, among other things, the mailing of this Notice to the Settlement Class Members and the scheduling of the Settlement Hearing.

25. The Settlement Hearing will be held on July 10, 2020 at 11:00 a.m., in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 to:

- a. Consider the proposed Settlement;
- b. Determine whether the Settlement Class should be conditionally certified for settlement purposes only with Plaintiff as Settlement Class representative;
- c. Determine whether Plaintiff and Class Counsel have adequately represented the interests of the Class in the Action;
- d. Determine whether the Stipulation, and the terms and conditions of the Settlement proposed in the Stipulation, are fair, reasonable, and adequate to the Settlement Class Members and should be approved by the Court;

- e. Determine that the requirements of the Delaware Court of Chancery Rules and due process have been satisfied in connection with the Notice;
- f. Determine whether the Order and Final Judgment should be entered dismissing the Action and Released Claims with prejudice as against Plaintiff and the Settlement Class, without costs except as in the Stipulation provided, releasing and discharging with respect to Plaintiff and all Settlement Class Members, the Released Claims against the Released Parties, and permanently barring and enjoining prosecution of any and all Released Claims in any forum;
- g. Hear and rule on any objections to the Settlement;
- h. Consider and rule on the Fee Application, and any objections thereto; and
- i. Rule on other such matters as the Court may deem appropriate.

RIGHT TO APPEAR AT SETTLEMENT HEARING

26. Any Settlement Class Member who objects to the Stipulation, the Settlement, the certification of the Settlement Class, the Order and Final Judgment to be entered, and/or the Fee Application, or who otherwise wishes to be heard, may appear in person or through counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant. To do so, you must, no later than June 10, 2020, serve the following documents on the attorneys listed below: (a) a written notice of the intention to appear; (b) proof of membership in the Settlement Class, (c) a detailed summary of the objections to any matter before the Court; (d) the grounds therefor or the reasons for wanting to appear and to be heard; and (e) all documents and writings the Court shall be asked to consider. These papers must be served upon the following attorneys by hand delivery, overnight mail, or electronic filing and service:

Rigrodsky & Long, P.A.
 Brian D. Long
 300 Delaware Avenue, Suite 1220
 Wilmington, DE 19801

Morris James LLP
 Carl N. Kunz, III
 500 Delaware Avenue
 Suite 1500
 Wilmington, DE 19801-1484

Morris, Nichols, Arsht & Tunnell, LLP
 Kenneth J. Nachbar
 1201 N. Market Street, 16th Floor
 P.O. Box 1347
 Wilmington, DE 19899-1347

27. You must also contemporaneously deliver (or electronically serve) a copy to the Register in Chancery, Court of Chancery, Court of Chancery Courthouse, New Castle County, 500 North King Street, Wilmington, Delaware 19801. Even if you do not appear at the Settlement Hearing, the Court will consider your written submission if it is served and filed in accordance with the foregoing procedures. **ANY PERSON WHO FAILS TO OBJECT IN THE MANNER PRESCRIBED ABOVE SHALL BE DEEMED TO HAVE WAIVED SUCH OBJECTION AND SHALL FOREVER BE BARRED FROM RAISING SUCH OBJECTION IN THE CONSOLIDATED ACTION OR ANY OTHER ACTION OR PROCEEDING.**

ORDER AND FINAL JUDGMENT OF THE COURT

28. If the Settlement is approved by the Court, the Parties will promptly request the Court to enter an Order and Final Judgment, which will, among other things:

- a. Certify the Settlement Class pursuant to Court of Chancery Rules 23(a) and 23(b)(3);
- b. Approve the Settlement, adjudge the terms of the Settlement to be fair, reasonable, and adequate to the Settlement Class, and direct consummation of the Settlement in accordance with the terms and conditions of the Stipulation;
- c. Determine that the requirements of the Court of Chancery Rules and due process have been satisfied in connection with notice to the Settlement Class;
- d. Dismiss the Action and the Released Claims with prejudice, said dismissal subject only to compliance by the Parties with the terms of the Stipulation and any Order of the Court concerning the Stipulation;
- e. Release, settle, and discharge the Released Parties from and with respect to all Released Claims;
 - 1. Permanently bar and enjoin Plaintiff and all other Settlement Class Members, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, from commencing, instituting, maintaining, prosecuting, or asserting, either directly or in any other capacity, in any forum, any Released Claims against any of the Released Parties;

2. Release, settle, and discharge Plaintiff and Plaintiff's counsel from all claims, including Unknown Claims, arising out of or relating to the institution, prosecution, settlement, or resolution of the Action (other than claims by the Parties to the Stipulation to enforce the terms of the Stipulation or Settlement); and

3. Provide that the Order and Final Judgment, including the release of all Released Claims against all Released Parties, shall have *res judicata* and other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by or on behalf of, Plaintiff and all other Settlement Class Members, as well as any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them.

SCOPE OF THIS NOTICE AND FURTHER INFORMATION

29. This Notice does not purport to be a comprehensive description of the Action, the allegations or transactions related thereto, the Settlement Amount, the terms of the Stipulation and Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in this litigation, you may inspect the pleadings, the Stipulation, the Orders entered by the Court, and other papers filed in the Consolidated Action, unless sealed, at the Office of the Register in Chancery, Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, during regular business hours of each business day. DO NOT WRITE OR TELEPHONE THE COURT. Questions regarding the Settlement should be directed to Plaintiffs' counsel as follows:

The Rosen Law Firm, P.A.
Jacob A. Goldberg
Leah Heifetz-Li
101 Greenwood Avenue, Suite 440
Jenkintown, PA 19046
(215) 600-2817

Rigrodsky & Long, P.A.
Brian D. Long
300 Delaware Avenue, Suite 1220
Wilmington, DE 19803
(302) 295-5310

**NOTICE TO PERSONS OR ENTITIES
HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS**

30. Brokerage firms, banks, and other persons or entities who are members of the Settlement Class in their capacities as record holders, but not as beneficial holders, are requested to send this Notice promptly to beneficial holders. Additional copies of this Notice for transmittal to beneficial holders are available by writing to the Claims Administrator, as follows:

RMG NETWORKS LITIGATION
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063

31. You may also furnish the names, addresses, and email addresses of your beneficial holders in writing to the Claims Administrator, which will then be responsible for sending the Notice to such beneficial holders, by sending such names and addresses to the Claims Administrator, at the following address:

RMG NETWORKS LITIGATION
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063

BY ORDER OF THE COURT

Register in Chancery

Dated: April 7, 2020

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

ERIC WEINSTEIN, individually and on behalf of all
others similarly situated,
Plaintiff,

v.

RMG NETWORKS HOLDING CORPORATION,
GREGORY H. SACHS, SCG DIGITAL, LLC, SCG
DIGITAL MERGER SUB, INC., SCG DIGITAL
FINANCING, LLC, SCG DIGITAL HOLDINGS,
LLC, DONALD WILSON, ROBERT MICHELSON,
LOREN BUCK, JEFFREY HAYZLETT, MARVIN
SHREAR, ALAN SWIMMER, JONATHAN TRUTTER,
and LARRY WEBER,
Defendants.

Case No. 2018-0210-AGB

PROOF OF CLAIM

Please complete the Proof of Claim below if you were a beneficial owner of RMG Networks Holding Corp. (“RMG”) common stock before the market opened on March 25, 2015 and continued to hold those shares until after the market closed on May 13, 2015 (“2015 Transaction Subclass”) and have not timely requested exclusion from the Settlement Class. Excluded persons and entities are 1) all Released Parties as defined in the Stipulation of Settlement (“Stipulation”), 2) any person or entity who acquired RMG Series A Preferred Stock in RMG’s 2015 issuance and conversion of Series A Preferred Stock; and 3) any person or entity who was separately compensated for damages related to RMG’s 2015 issuance and conversion of Series A Preferred Stock, and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them.

This Proof of Claim must contain the name, address, and taxpayer identification number (TIN) of the beneficial owner(s). The TIN, consisting of a valid Social Security number (SSN) for individuals or employer identification number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim; this information is required.

You must also provide the quantity of shares and the stock certificate numbers (if shares were held in certificate form; if shares were held through a brokerage account, certificate numbers would not be needed). You must sign the Proof of Claim in the space provided in order to make a valid claim. Please also provide your brokerage statements for March 2015, April 2015, and May 2015. If you held shares in certificate form, please provide confirmation from the transfer agent of surrender.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the case listing at www.strategicclaims.net or you may email the Claims Administrator’s electronic filing department at efile@strategicclaims.net. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email.

Proof of Claim forms **must be postmarked no later than June 30, 2020** and mailed to:

RMG NETWORKS LITIGATION
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063

PART I—CLAIMANT INFORMATION

Name (Claimant)

Name (Beneficial Owner, If Different from Claimant)

Name (Co-Beneficial Owner)

Company/Other Entity
(If Claimant Is Not an Individual)

Contact Person
(If Claimant Is Not an Individual)

Account Number (If Claimant Is Not an Individual)

Trust/Other Date (If Applicable)

Address Line 1

Address Line 2 (If Applicable)

City

State

Zip Code

Foreign Province

Foreign Zip Code

Foreign Country

Telephone Number (Day)

Telephone Number (Night)

Beneficial Owner's Employer Identification Number

OR

Beneficial Owners' Social Security Number

E-mail Address (an e-mail address is not required, but if you provide it, you authorize the Paying Agent to use it in providing you with information relevant to this claim.)

IDENTITY OF CLAIMANT (check only one): Individual Corporation Joint Owners Estate Trust Partnership Private Pension Fund Legal Representative IRA, Keogh, or other type of individual retirement plan (indicate type of plan, mailing address, and name of current custodian on separate sheet) Other (specify, describe on separate sheet)

PART II—HOLDINGS

HOLDINGS BEFORE MARKET OPEN ON MARCH 25, 2015:

State the number of shares of RMG common stock that you held before the market opened on March 25, 2015. Documentation includes brokerage statements from March 2015, or a letter from your bank, broker, or other nominee indicating the number of shares held (see below for more details if your shares were held in certificate form).

Proof enclosed: Y N

STOCK CERTIFICATE NUMBERS (If applicable)

List below the stock certificate numbers for all RMG common stock held before the market opened on March 25, 2015 for all shares NOT HELD IN A BROKERAGE ACCOUNT. Be sure to attach documentation of surrender such as a letter accompanying a payment for surrendered shares from the transfer agent or your broker.

Proof of surrender enclosed? Y N

CERTIFICATE 1:

CERTIFICATE 2:

CERTIFICATE 3:

CERTIFICATE 4:

HOLDINGS AFTER MARKET CLOSE ON MAY 13, 2015:

State the number of shares of RMG common stock that you held after the market closed on May 13, 2015. Documentation includes brokerage statements from May 2015, or a letter from your bank, broker, or other nominee indicating the number of shares held (see below for more details if your shares were held in certificate form).

Proof enclosed: Y N

STOCK CERTIFICATE NUMBERS (If applicable)

List below the stock certificate numbers for all RMG common stock held after the market closed on May 13, 2015 for all shares NOT HELD IN A BROKERAGE ACCOUNT. Be sure to attach documentation of surrender such as a letter accompanying a payment for surrendered shares from the transfer agent or your broker.

Proof of surrender enclosed? Y N

CERTIFICATE 1:

CERTIFICATE 2:

CERTIFICATE 3:

CERTIFICATE 4:

IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. PRINT THE BENEFICIAL OWNER'S FULL NAME AND TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE.

YOU MUST SIGN THE PROOF OF CLAIM ON PAGE 5.

PART III—RELEASE AND CERTIFICATION

On behalf of myself (ourselves) or the beneficial owner, I (we) am (are) authorized to file this Proof of Claim, and on behalf of each of my (our, his, her, its) heirs, agents, executors, trustees, administrators, predecessors, successors, and assigns, I (we, he, she, it) hereby acknowledge that as of the Effective Date, I (we, he, she, it) shall (i) be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims (as defined in the Notice of Pendency of Class Action, Proposed Settlement of Class Action, and Settlement Hearing (“Notice”)), as against each and every one of the Released Parties; (ii) forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any of the Released Claims against any of the Released Parties; and (iii) be deemed to have covenanted not to sue any Released Party on the basis of any Released Claim or, unless compelled by operation of law, to assist any person in commencing or maintaining any suit relating to any Released Claim against any Released Party.

By checking this box I certify that I (we) am (are) or, if I (we) am (are) filing on behalf of another, that party, is not an excluded party under the terms of the Stipulation. Excluded parties are 1) all Released Parties as defined in the Stipulation, including without limitation: Gregory H. Sachs, SCG Digital, LLC, SCG Digital Merger Sub, Inc., SCG Digital Financing, LLC, SCG Digital Holdings, LLC, Robert Michelson, Loren Buck, Jeffrey Hayzlett, Marvin Shrear, Alan Swimmer, Jonathan Trutter, and Larry Weber (collectively, “Defendants”), former Defendant Donald R. Wilson, DOOH Investments, LLC, DOOH Investment Manager LLC, 2012 DOOH Investments, LLC, DOOH US Holdings, LLC, DRW Holdings, LLC, DRW Securities, LLC, DRW Commodities, LLC, and Children’s Trust C/U the Donald R. Wilson 2009 GRAT #1, any person or entity who is, was, or will be related to or affiliated with any or all of Defendants or Former Defendant or in which any or all of Defendants or Former Defendant has, had, or will have a controlling interest, each and all of the foregoing’s respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, insurers and reinsurers, foundations, agents, employees, fiduciaries, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates; 2) any person or entity who acquired RMG Series A Preferred Stock; and 3) any person or entity who was separately compensated for damages related to the issuance and conversion of RMG’s Series A Preferred Stock, and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them.

By signing and submitting this Proof of Claim, the claimant(s) or the person(s) who represent(s) the claimant(s) certifies (certify) as follows:

1. That I (we) have read the Notice and the Proof of Claim, including the releases provided for in the settlement;
2. That the claimant(s) is (are) a Class Member(s), as defined in the Notice, and is (are) not excluded from the Class;
3. That the claimant(s) owned the RMG common stock identified in the Proof of Claim and has (have) not assigned the claim against the Released Parties to another, or that, in signing and submitting this Proof of Claim, the claimant(s) has (have) the authority to act on behalf of the owner(s) thereof;
4. That the claimant(s) has (have) not submitted any other claim covering the same purchases, acquisitions, sales, or holdings of RMG common stock and knows (know) of no other person having done so on his/her/its/their behalf;

5. That the claimant(s) submits (submit) to the jurisdiction of the Court with respect to his/her/its/their claim and for purposes of enforcing the releases provided for in the settlement;
6. That I (we) agree to furnish such additional information with respect to this Proof of Claim as the Claims Administrator or the Court may require;
7. That I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of the Stipulation and Agreement of Compromise and Settlement and any judgment that may be entered in the litigation, including the releases and covenants set forth therein; and
8. 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.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant

Signature of Joint Claimant (if any)

Print Name of Claimant

Print Name of Joint Claimant

Date

Date

Capacity of Person(s) Signing, e.g., beneficial owner(s), executor, administrator, trustee, etc.

THIS PROOF OF CLAIM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR POSTMARKED BY JUNE 30, 2020.

1. Please sign the below release and certification. If this Proof of Claim is being submitted on behalf of multiple claimants, then all claimants must sign.
2. Remember to attach only copies of acceptable supporting documentation.
3. Please do not highlight any portion of the Proof of Claim or any supporting documents.
4. Do not send original stock certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Proof of Claim and documentation for your own records.
6. You will not receive confirmation of receipt of your Proof of Claim; if confirmation is desired, please send your Proof of Claim Certified Mail, Return Receipt requested.
7. If your address changes in the future, or if this Proof of Claim was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. If you have any questions or concerns regarding your Proof of Claim, please contact the Claims Administrator at the above address or call 866-274-4004 or visit www.strategicclaims.net.

RMG Networks Litigation
c/o Strategic Claims Services
600 N Jackson Street – Suite 205
Media, PA 19063

IMPORTANT LEGAL DOCUMENT – PLEASE FORWARD