

**Must be Postmarked
No Later Than
November 12, 2008**

**Maiden v. Merge, et al. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9304
Dublin, OH 43017-4204
Toll-Free: 1 (888) 292-1827**

MRG



Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

YOU MUST SUBMIT A COMPLETED CLAIM FORM POSTMARKED BY NOVEMBER 12, 2008 TO THE ADDRESS ABOVE TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT.

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PLEASE REFERENCE THE ENCLOSED GENERAL INSTRUCTIONS FOR ASSISTANCE ON HOW TO COMPLETE THIS PROOF OF CLAIM AND RELEASE FORM.



SECTION A - CLAIMANT INFORMATION

Claimant Name(s) (as you would like the name(s) to appear on the check, if eligible for payment):

Social Security Number OR Tax Payer Identification Number:

The Social Security (or Employer Identification) number and telephone number of the beneficial owner may be used in verifying the Claim. Failure to provide any of the foregoing information could delay verification of your Claim or result in rejection of your Claim.

Name of the Person you would like the Claims Administrator to Contact Regarding This Claim (if different from the Claimant Name(s) listed above):

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you **MUST** notify the Claims Administrator in writing at the address provided on the top of page 1.

Street Address:

City:

State and Zip Code:

Country (Other than U.S.):

Daytime Telephone Number: () -

Evening Telephone Number: () -

Email Address:

(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

IF YOU FAIL TO SUBMIT A COMPLETE CLAIM BY NOVEMBER 12, 2008 YOUR CLAIM IS SUBJECT TO REJECTION
OR YOUR PAYMENT MAY BE DELAYED.

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. All Claimants **MUST** submit a manually signed paper Proof of Claim and Release form listing all their transactions, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at **1 (888) 292-1827**, or visit its website at **www.gardencitygroup.com** to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.



PLEASE CHECK ONE OF THE FOLLOWING:

The Claimant is:

Individual _____ Partnership _____ Joint Owners _____ Corporation _____

IRA, Keogh or other type of Retirement Plan (specify type of plan): _____

Other (specify):

For informational purposes only, you must also respond to the following questions: Claimant was/was not (circle one) a Defendant in the Action, an officer or director of Merge, a member of the immediate family of a Defendant and other related non-parties, a person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant or other related non-party has a controlling interest or which is related to or affiliated with any of the Defendants or other related non-parties or the legal representative, agent, affiliate, heir, successor-in-interest or assign of any such excluded party at any time from April 25, 2002 through July 3, 2006, inclusive. If so, state position(s) held, and dates of employment or affiliation:

SECTION B - MERGE COMMON STOCK TRANSACTIONS
YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

1. **OPENING POSITION:** Indicate the Claimant's opening position in Merge common stock as of the close of trading on **April 24, 2002:**

2. **PURCHASES:** List all purchases of Merge common stock made during the period **April 25, 2002** through **July 3, 2006**. Be sure to attach the required documentation evidencing your transactions.

TRADE DATE(s) (List Chronologically) Month/Day/Year	NUMBER OF SHARES PURCHASED	PURCHASE PRICE PER SHARE	TOTAL PURCHASE PRICE*
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.

* Excluding commissions, transfer taxes or other fees

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED



3. **SALES:** List all sales of Merge common stock made during the period **April 25, 2002** through **July 3, 2006**. Be sure to attach the required documentation evidencing your transactions.

TRADE DATE(S) (List Chronologically) Month/Day/Year	NUMBER OF SHARES SOLD	SALE PRICE PER SHARE	TOTAL SALE PRICE*
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.

* Excluding commissions, transfer taxes or other fees

4. **UNSOLD HOLDINGS:** Indicate the Claimant's closing position in Merge common stock as of the close of trading on **July 3, 2006**, the last day of the Class Period:
Be sure to attach the required documentation.

SECTION C - POSITION IN MERGE OPTIONS

5. **CALL OPTION PURCHASES:** List all call option contracts on Merge common stock that were purchased between **April 25, 2002** and **July 3, 2006**.

Date(s) of Purchase or Acquisition (List Chronologically) (Month/Day/Year)	Number of Option Contracts Purchased	Expiration Date (Month/Year) (eg. May/2002)	Strike Price for Call Option Contract	Check here if documentation is enclosed
/ /		/	\$.	<input type="checkbox"/>
/ /		/	\$.	<input type="checkbox"/>
/ /		/	\$.	<input type="checkbox"/>
/ /		/	\$.	<input type="checkbox"/>

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED



6. **CALL OPTION SALES:** List all call option contracts on Merge common stock that you sold during the period from **April 25, 2002** through **July 3, 2006**.

Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of Option Contracts Sold	Expiration Date (Month/Year) (eg. May/2002)	Strike Price for Call Option Contract	Check here if documentation is enclosed
/ /		/	\$.	<input type="checkbox"/>
/ /		/	\$.	<input type="checkbox"/>
/ /		/	\$.	<input type="checkbox"/>
/ /		/	\$.	<input type="checkbox"/>

7. **SALE OF PUT OPTIONS:** List all put option contracts on Merge common stock that you sold (wrote) during the period from **April 25, 2002** through **July 3, 2006**.

Date(s) of Sale (Writing) (List Chronologically) (Month/Day/Year)	Number of Option Contracts Sold	Expiration Date (Month/Year) (eg. May/2002)	Strike Price for Put Option Contract	Check here if documentation is enclosed
/ /		/	\$.	<input type="checkbox"/>
/ /		/	\$.	<input type="checkbox"/>
/ /		/	\$.	<input type="checkbox"/>
/ /		/	\$.	<input type="checkbox"/>

8. **EXERCISED PUT OPTIONS:** List the put option contracts on Merge common stock that were subsequently exercised on or before **July 3, 2006**.

Number of Put Option Contracts Exercised	Expiration Date (Month/Year) (eg. May/2002)	Strike Price for Put Option Contract	Date Exercised	Result of Exercise - Delivered Shares or Paid Difference	Check here if documentation is enclosed
	/	\$.	/ /	\$.	<input type="checkbox"/>
	/	\$.	/ /	\$.	<input type="checkbox"/>
	/	\$.	/ /	\$.	<input type="checkbox"/>
	/	\$.	/ /	\$.	<input type="checkbox"/>

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX
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SECTION D - RELEASE AND SIGNATURE

YOU MUST READ THE FOLLOWING RELEASE AND SIGN ON PAGE 8.

RELEASE OF CLAIMS

Definitions

For the purpose of the Proof of Claim and Release, defined terms have the following meanings. (Other defined terms have the meanings given them in the Stipulation of Settlement dated June 30, 2008 ("Stipulation")).

"Effective Date" or "Final Approval" means the first day following the date on which the Order granting District Court Approval is finally affirmed on appeal or is no longer subject to appeal or petition for writ of certiorari, and the time for any petition for reargument, appeal, or review, by certiorari or otherwise, has expired.

"Released Claims" means collectively any and all claims (including Unknown Claims, as defined below) and includes:

a. any and all claims, causes of action, actions, suits, matters, and issues or liabilities of every nature and description whatsoever (including, but not limited to, any claims of negligence, gross negligence, omissions, breaches of duty of care and/or breaches of any other duty, fraud, or violations of any state or federal statutes, regulations, or rules, and any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether known or unknown, whether fixed, contingent, accrued, unaccrued, liquidated, unliquidated, or absolute, whether suspected or unsuspected, whether disclosed or undisclosed, whether matured or unmatured, whether or not concealed or hidden, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, at law or in equity, whether class or individual in nature, that (i) have been asserted in the Action against any of the Released Persons; or (ii) that could have been asserted in this or any other forum by or on behalf of the Lead Plaintiff or Settlement Class Members based on, arising out of, in connection with, or related in any way to any Lead Plaintiff's Released Person's holding, voting, purchase or other acquisition of Merge's publicly traded securities during the Settlement Class Period.

b. all claims whether known or Unknown Claims, asserted or unasserted by or on behalf of Merge and/or the Individual Defendants against Lead Plaintiff and any Settlement Class Member or their attorneys, which have been or could have been asserted, whether under state, federal, common or administrative law, relating to the subject matter of the Action, including the institution, prosecution or settlement of the Action.

"Released Persons" means and includes the "Defendants' Released Persons" and the "Lead Plaintiff's Released Persons" as follows:

a. "Defendants' Released Persons" shall mean and include Merge, the Individual Defendants, the Insurers, Merge's current and former agents, employees, officers, directors, members, representatives, heirs, attorneys, advisors, subsidiaries, parents, affiliates, predecessors, successors and assigns.

b. "Lead Plaintiff's Released Persons" shall mean and include the Lead Plaintiff, and all other Settlement Class Members.

c. The term Defendants' Released Persons does not include KPMG.

"Merge" means Merge Technologies, Inc.

"Individual Defendants" means Richard A. Linden, Scott T. Veech and David Noshay.

"Unknown Claims" means collectively all claims, demands, rights, liabilities, and causes of action of every nature and description which any Lead Plaintiff or 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 Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, 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.



Lead Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Lead Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff shall expressly fully, finally and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct 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. Lead Plaintiff acknowledges, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

The Release

I (We) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Settlement Class Member, ***including Settlement Class Members who are parties to any other actions, arbitrations, or other proceedings against any of the Defendants that are pending on the Effective Date***, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released relinquished, settled and discharged all Released Claims against each and every one of the Released Persons, including such Released Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Settlement Class Member.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim and Release, the Claimant or the person who represents the Claimant certifies, as follows:

1. that the Claimant is a Settlement Class Member, as defined in the Notice;
2. that I (we) have read and understand the contents of the Notice and the Proof of Claim and Release;
3. that I (we) are not acting for any of the Defendants, nor am I (are we) such a Defendant or otherwise excluded from the Settlement Class;
4. that I (we) have not filed a Request for Exclusion from the Settlement Class and that I (we) do not know of any Request for Exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in Merge securities;
5. that I (we) own(ed) the Merge securities identified in the Proof of Claim and Release, or that, in signing and submitting this Proof of Claim and Release, I (we) have the authority to act on behalf of the owner(s) thereof;
6. that Claimant may be entitled to receive a distribution from the Net Settlement Fund;
7. that Claimant desires to participate in the Settlement described in the Notice and agrees to the terms and conditions thereof;
8. that I (we) submit to the jurisdiction of the United States District Court for the Eastern District of Wisconsin (Milwaukee Division) for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim and Release;
9. that I (we) agree to furnish such additional information with respect to this Proof of Claim and Release as the parties or the Court may require;
10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim and Release; and
11. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.



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

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date

***If Claimant is other than an individual, or is not the person completing this form,
the following must also be provided:***

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person Signing (Executor, President, Trustee, etc.)

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

REMINDER CHECKLIST

1. Please sign the Proof of Claim and Release above.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents. These must include documentation of: (a) all opening and closing balances, as set forth in the specific sections of the Claim Form; and (b) all purchases and sales of Merge securities during the Class Period from April 25, 2002 through July 3, 2006, inclusive, as set forth in the specific sections of the Proof of Claim and Release Form.
4. If you move, please send your new address to:

Maiden v. Merge, et al. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9304
Dublin, OH 43017-4204

5. DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.
6. Keep a copy of your Proof of Claim and Release and all documentation submitted for your records.
7. You will not receive confirmation that your Proof of Claim and Release has been received **unless** you send it via Certified Mail, Return Receipt Requested, or by some other means which provides you with proof of receipt.