



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

A. Number of shares of GoPro common stock held at the close of trading on September 18, 2016:

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B. Purchases of GoPro common stock during the period September 19, 2016, - November 8, 2016, inclusive (must be documented):<sup>1</sup>

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

\*Excluding taxes, fees, and commissions  
 \*\*P=Purchase, R=Receipt (transfer in)

C. Purchases from November 9, 2016 through February 6, 2017. State the total number of GoPro common stock purchases from after the opening of trading on November 9, 2016 through and including the close of trading February 6, 2017. (Must be documented.) If none, write "zero" or "0".

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D. Sales of GoPro common stock during the period September 19, 2016, - February 6, 2017, inclusive (must be documented):

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

\*Excluding taxes, fees, and commissions  
 \*\*S=Sale, D=Delivery (transfer out)

E. Number of shares of GoPro common stock held at the close of trading on February 6, 2017 (if none, enter "0"; if other than zero, must be documented):

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If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page. NOTE THAT CLAIMS CALCULATING TO AN AWARD AMOUNT LESS THAN \$10.00 WILL NOT BE PAID.

<sup>1</sup> Please note: Information requested with respect to your purchases of GoPro common stock from after the close of trading on November 8, 2016 through and including the close of trading on February 6, 2017, (Section C.) is needed in order to balance your claim; purchases during this period, however, are not eligible under the Settlement and will not be used for purposes of calculating your Recognized Loss pursuant to the Plan of Allocation.

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

**PART III: 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 for the Northern District of California with respect to my (our) claim as a Class Member and for purposes of enforcing the releases 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 Action. 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 GoPro common stock during the Class Period and know of no other person having done so on my (our) behalf.

**PART IV: RELEASE**

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 Defendant Parties,” defined as each and all of the Defendants, and each of a Defendant’s respective present and former parents, subsidiaries, divisions, joint ventures, affiliates, and each of their and Defendants’ respective present and former employees, members, partners, principals, agents, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, insurers, co-insurers, reinsurers, related or affiliated entities, predecessors, successors, spouses, estates, heirs, executors, trusts, trustees, administrators, agents, representatives, and assigns, in their capacity as such, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant’s immediate family, and any trust in which any Individual Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his family.

“Released Claims” means any and all claims and causes of action of every nature and description whatsoever, whether known or unknown, whether arising under federal, state, common or foreign law, and/or whether class or individual in nature, that Lead Plaintiff or any other Member of the Class asserted in the Litigation or could have asserted in any forum that arise out of, are based upon, or relate in any way to (a) the allegations, acts, transactions, facts, events, matters, occurrences, misrepresentations, or omissions involved, set forth, alleged or referred to, in this Litigation, or which could have been alleged in this Litigation, and (b) the purchase, acquisition, sale or disposition of GoPro common stock during the Class Period. “Released Claims” includes “Unknown Claims” as defined below.

“Unknown Claims” means any Released Claims which Lead Plaintiff or Class Members do not know or suspect to exist in his, her, their, or its favor at the time of the release of the Released Defendant Parties, and any Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Released Plaintiff Parties, which, if known by him, her, them, or it, might have affected his, her, their, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Class. With respect to any and all Released Claims and Released Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542 and 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, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Lead Plaintiff, other Class Members, or Defendants may hereafter discover facts in addition to or different from those which he, she, they, or it now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants’ Claims, but Lead Plaintiff and Defendants shall expressly settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, 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 and Defendants acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waivers, and the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims, were separately bargained for and material elements of the Settlement.

This release shall be of no force or effect unless and until the Court approves the Settlement and the Stipulation becomes effective.

I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any rights or claims released pursuant to this release or any other part or portion thereof.

I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in GoPro common stock which are the subject of this claim, and which occurred during the Class Period.

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

(Sign your name here)

Executed  day of  /   
(Day) (Month) (Year)

(Type or print your name here)

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(Capacity of person(s) signing, e.g., beneficial purchaser, executor, or administrator)

## I. GENERAL INSTRUCTIONS

To recover as a Class Member based on your claims in the action entitled *Larkin v. GoPro, Inc., et al.*, No. 4:16-cv-06654-CW (the “Action” or the “Litigation”), you must complete and sign this Proof of Claim and Release form (“Proof of Claim and Release”). If you fail to submit a timely and properly addressed Proof of Claim and Release along with the requested supporting documentation, your claims may be rejected and you may not receive any recovery from the Settlement Fund created in connection with the proposed Settlement. Submission of this Proof of Claim and Release, however, does not assure that you will share in proceeds of the Settlement of the Litigation.<sup>2</sup>

YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE (OR SUBMIT YOUR CLAIM VIA EMAIL TO INFO@GOPROSECURITIESLITIGATION.COM, OR VIA THE CASE WEBSITE IF YOU ARE A BROKER OR NOMINEE) SUCH THAT YOUR CLAIM IS POSTMARKED (OR RECEIVED IF SENT VIA EMAIL OR UPLOADED TO THE CASE WEBSITE BY A BROKER OR NOMINEE) ON OR BEFORE **August 20, 2019**, ADDRESSED AS FOLLOWS:

GoPro Securities Litigation  
c/o Claims Administrator  
P.O. Box 4259  
Portland, OR 97208-4259

If you are NOT a Class Member (as defined in the Notice), DO NOT submit a Proof of Claim and Release. Also, NOTE THAT CLAIMS CALCULATING TO AN AWARD LESS THAN \$10.00 WILL **NOT** BE PAID.

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

## II. CLAIMANT IDENTIFICATION

If you purchased GoPro Inc. (“GoPro”) common stock, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased GoPro common stock that was 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.

THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF THE GOPRO 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 Proof of Claim and Release on behalf of persons represented by them, and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

## III. CLAIM FORM

Use Part II of the form entitled “Schedule of Transactions in GoPro Common Stock” to supply all required details of your transaction(s) in GoPro 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 of GoPro common stock which took place at any time from September 19, 2016 to February 6, 2017, both dates inclusive, and all of your sales or other dispositions of GoPro common stock which took place at any time from September 19, 2016, to February 6, 2017, both dates inclusive.

<sup>2</sup> Capitalized terms not defined in this Proof of Claim and Release have the meaning set forth in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) that accompanies this Proof of Claim and Release and the Stipulation of Settlement, dated as of February 14, 2019 (the “Stipulation”).

Where indicated on the schedules, list each transaction 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. **Copies of broker confirmations or other documentation of your transactions in GoPro 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.

**NOTICE REGARDING ELECTRONIC FILES:** If you are a broker or nominee and elect to file claims electronically on behalf of multiple clients, please visit the “Nominees” section of the case website at [www.GoProSecuritiesLitigation.com](http://www.GoProSecuritiesLitigation.com) for additional information on how to upload your master Proof of Claim and Release form and completed spreadsheet.

If you are not a broker or nominee, but have large numbers of transactions, you may request, or may be requested to, submit information regarding your transactions in electronic files. If you wish to submit your transaction data electronically, you must contact the Claims Administrator at 1-888-595-6496 or visit their website at [www.GoProSecuritiesLitigation.com](http://www.GoProSecuritiesLitigation.com) to obtain the required file layout. You must still timely submit a signed Proof of Claim and Release form by mail or through email as specified below.

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. All claimants **MUST** timely submit a signed Proof of Claim and Release to be potentially eligible for a payment from this settlement.

**REMINDER CHECKLIST:**

1. Please sign the above release.
2. Remember to attach only **copies** of acceptable supporting documentation.
3. Keep a copy of your Proof of Claim and Release and all supporting documentation for your records.
4. If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested. **You will bear all risks of delay or non-delivery of your claim.**

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

THE PROOF OF CLAIM AND RELEASE MUST BE **POSTMARKED (OR RECEIVED IF SENT VIA EMAIL TO [INFO@GOPROSECURITIESLITIGATION.COM](mailto:INFO@GOPROSECURITIESLITIGATION.COM) OR UPLOADED TO THE CASE WEBSITE BY A BROKER OR NOMINEE) ON OR BEFORE August 20, 2019**, ADDRESSED TO THE CLAIMS ADMINISTRATOR AS FOLLOWS:

GoPro Securities Litigation  
c/o Claims Administrator  
P.O. Box 4259  
Portland, OR 97208-4259