

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION

IN RE AUTHENTEC, INC. : Case No. 05-2012-CA-57589
:
SHAREHOLDER LITIGATION :
:
:
:

**If You Owned AuthenTec, Inc. Common Stock as of October 4, 2012,
You May Be Entitled To Settlement Benefits**

The Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida authorized this Notice. This is not a lawyer solicitation. This Notice advises you of a proposed class action settlement (“Settlement”). The Settlement concerns the October 4, 2012 sale and merger of AuthenTec, Inc. (“AuthenTec” or the “Company”) for \$8.00 per share (“Merger”). Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OPTION #1 – CASH PAYMENT: SUBMIT A PROOF OF CLAIM FORM FOR PAYMENT FROM THE \$10 MILLION COMMON FUND	You have the right to receive an additional cash payment for your AuthenTec shares (owned as of October 4, 2012) (“Shares”), to be paid from a \$10 million common fund (“Common Fund”). Each Share will be paid the same amount from the fund, but the amount of payment per Share will depend on how many other Class Members make claims from the fund, and the amount of fees, costs, and expenses deducted from the fund. On the record date of August 30, 2012, there were 44,875,393 AuthenTec common shares outstanding and entitled to be voted at the October 4, 2012 special meeting. There is no way to determine, in advance, how many Class Members will make claims from the Common Fund. Shares held by Defendants and those persons or entities who are otherwise excluded from the Class will not receive any payment from the Common Fund for their Shares.
OPTION #2: EXCLUDE YOURSELF FROM THE SETTLEMENT	Request exclusion from the lawsuit. Receive no Settlement benefits. Retain the right to bring your own claim/case.
OPTION #3: Do NOTHING	Receive nothing. Give up your rights to separately sue.

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

The Court in charge of this case still has to decide whether to approve the Settlement. Settlement benefits will go to Class Members if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs filed a class action lawsuit claiming that AuthenTec's board of directors breached their fiduciary duties by agreeing to sell AuthenTec to Apple Inc. ("Apple") for \$8.00 per share, and that Apple and its affiliate aided and abetted the alleged breaches of fiduciary duties. Plaintiffs allege that, *inter alia*, AuthenTec's shares were undervalued in the sale of AuthenTec for \$8.00 per share. Defendants deny that they engaged in, committed, or aided or abetted the commission of any breach of fiduciary duty, wrongdoing, or violation of law of any kind or engaged in any of the wrongful acts alleged in the Action or any other related actions that were filed and dismissed in connection with the Merger, and expressly maintain that they have diligently and scrupulously complied with any and all legal duties, and are entering into the Stipulation and Agreement of Compromise and Settlement (the "Stipulation") solely to eliminate the burden and expense of further litigation. The Settlement is not an admission of wrongdoing. The Settlement terms are explained in this Notice.

WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. These people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class. The Honorable George W. Maxwell III, of the Eighteenth Judicial Circuit in and for Brevard County, Florida, is currently in charge of this class action.

WHO ARE THE PARTIES TO THE LAWSUIT?

The Class Representatives in this case are David E. Brown, Devin S. Hogan, and Scott Salys (hereinafter collectively, "Plaintiffs").

The defendants to the lawsuit are former members of AuthenTec's board of directors, Ronald D. Black, Larry Ciaccia, Chris Fedde, Gustav H. Koven III, F. Scott Moody, Jean Schmitt, and Bill Washecka; as well as Apple and Bryce Acquisition Corp. (collectively, "Defendants"). Plaintiffs and Defendants are collectively, the "Parties."

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, the Parties agreed to the Settlement. Plaintiffs and Co-Lead Counsel think the Settlement is best for the Class Members.

WHAT ARE THE BENEFITS OF THE SETTLEMENT TO CLASS MEMBERS?

The Settlement benefits are summarized below and explained further in the Stipulation, which is available at www.authentecshareholderlitigation.com. The Settlement provides for Class Members to potentially receive more money for their AuthenTec Shares through a cash-payment Common Fund.

Class Members who timely submit a valid Proof of Claim form are eligible to participate in a fund of ten million dollars (\$10,000,000.00). Specifically, after notice and claim administration expenses, as well as Co-Lead Counsel's attorneys' fees and expenses and any service awards to the Plaintiffs are deducted from the fund, Class Members shall then be paid a *pro rata* amount for each of their AuthenTec Shares participating in this option. Class Members will be required to file a valid Proof of Claim form, which form accompanies this Notice and also is available at www.authentecshareholderlitigation.com.

WHAT CLAIMS ARE BEING RELEASED IN THE SETTLEMENT?

In exchange for the Settlement benefits detailed above, all Releasors (as defined below)—on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, affiliates and assigns—and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall—upon the Effective Date of Settlement—be deemed to have, and by operation of the Judgment approving the Stipulation and Settlement, shall fully, finally, and forever release, settle, and discharge the Released Parties (defined below) from all of the Released Claims (defined below), and shall be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Claims against any of the Released Parties.

With respect to all of the Released Claims, the Parties stipulate and agree that, upon the Effective Date, Releasors expressly waive, and shall be deemed to have, and by operation of the Judgment approving the Stipulation and Settlement, shall have expressly, waived, relinquished, and released all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common or foreign law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Releasors acknowledge, and 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 the Parties, and by operation of law each of the Class Members, to completely, fully, finally, and forever extinguish all of the Released Claims, known or unknown, suspected or unsuspected, which now exist, or previously existed, or may in the future exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and each of the 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 key element of the Settlement.

Upon the Effective Date, the Released Parties shall be deemed to have, and by operation of the Judgment approving the Stipulation and Settlement shall have, fully, finally, and forever released, relinquished, and discharged the Releasors (defined below) from all claims (including, without limitation, any Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement, or resolution of (a) the Action or (b) the Released Claims.

As set forth in the Stipulation:

1. "Class" means all AuthenTec common stockholders at any time during the period between and including July 27, 2012 and October 4, 2012, whether beneficial or of record, including the legal representatives, heirs, successors-in-interest, transferees, and assignees of all such foregoing holders, excluding Defendants, their legal representatives, heirs, successors-in-interest, transferees, assignees, affiliates, trusts, members of their immediate families, and any entity in which a Defendant has or had a controlling interest. Also excluded from the Class are those persons or entities who timely and properly

request exclusion from the Class pursuant to the instructions set forth in the notice approved through the Preliminary Approval Order and Notice; provided, however, that up until the time those persons or entities are excluded, they shall be considered members of the Class.

2. “Class Member” means a member of the Class.

3. “Effective Date” means the first business day following the date the Judgment becomes Final.

4. “Final,” when referring to the Judgment, means (a) the expiration of the time to file a motion to alter or amend the Judgment without any such motion having been filed; (b) the time in which to appeal the Judgment has passed without any appeal having been taken; and (c) if a motion to alter or amend is filed or an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the Settlement, substantially in accordance with the terms and conditions of the Stipulation. Any appeal or proceeding seeking subsequent judicial review pertaining solely to Co-Lead Counsel’s attorneys’ fees and expenses, payment to Plaintiffs for their time and expenses, the Plan of Allocation or the procedures for determining Authorized Claimants’ recognized claims shall not in any way delay or affect the time set forth above for the Judgment to become Final, or otherwise preclude the Judgment from becoming Final.

5. “Judgment” means the Order and Final Judgment to be entered in the Action in all material respects in the form attached as Exhibit A to the Stipulation.

6. “Released Claims” 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, that any or all Plaintiffs or any or all members of the Class ever had, now have, or may have, or otherwise could, can or might assert, whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, against any of the Released Parties, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including, but not limited to, any claims arising under Section 14(a) of the Securities Exchange Act of 1934 or any claims that could be asserted derivatively on behalf of AuthenTec), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the 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, directly or indirectly, in the Action in any court, tribunal, forum or proceeding, including, without limitation, any and all claims that are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (a) the Merger, (b) any actions, deliberations or negotiations in connection with the Merger, including the process of deliberation, or negotiation by each of AuthenTec and Apple and any of their respective direct or indirect parents, subsidiaries, or affiliates, and their respective officers, directors, partners, general partners, employees, or advisors, (c) the consideration received by Class Members in connection with the Merger, (d) any of the disclosures, public filings, periodic reports, press releases, proxy statements, or other statements issued, made available, or filed relating, directly or indirectly, to the Merger, (e) the fiduciary obligations of the Released Parties in connection with the Merger, (f) the purchase, sale, or holding of AuthenTec securities insofar as it relates in any way to any other matter covered in this definition of Released Claims, (g) the fees, expenses or costs incurred in prosecuting, defending, or settling the Action, subject to paragraph 36 of the Stipulation, or (h) any of the allegations in any complaint or amendment(s) thereto filed in the Action; provided, however, that the Released Claims shall not include the right to enforce the terms of the Stipulation and the Settlement.

7. “Released Parties” means (a) Defendants; (b) any direct or indirect parent, subsidiary, affiliate, person, or entity that is, was, or will be related to or affiliated with any or all of them, is controlled by or under common control with any or all of them, or in which any or all of them has, had, or will have a

controlling interest; and (c) the respective past, present, or future family members, spouses, and heirs, as well as the respective past or present trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, investors, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, principals, officers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, insurers, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, and associates, of each and all of the persons and entities identified in (a) and (b).

8. “**Releasors**” means Plaintiffs, all other Class Members, and their respective counsel (including Co-Lead Counsel).

9. “**Unknown Claims**” means any claim that any Plaintiff or any 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. With respect to any of the Released Claims, the Parties stipulate and agree that upon the Effective Date, each Plaintiff expressly waives, relinquishes, and releases, and each Class Member shall be deemed to have, and by operation of the 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 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.” Plaintiffs acknowledge, and the members of the Class 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 Plaintiffs, and by operation of law the members of the Class, 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. Plaintiffs acknowledge, and the members of the Class 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 key element of the Settlement and was relied upon by each and all of the Defendants in entering into the Stipulation.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine whether you are a Class Member.

WHO ARE CLASS MEMBERS?

You are a member of the Class if you held AuthenTec common stock at any time between and including July 27, 2012 and October 4, 2012 and are not excluded as described herein.

THE SETTLEMENT BENEFITS—WHAT YOU GET

OPTION #1 – CASH PAYMENT

A CASH PAYMENT FOR YOUR AUTHENTEC SHARES IF YOU SUBMIT A CLAIM

Defendants have agreed to provide a cash settlement Common Fund of \$10 million. Deducted from the Common Fund will be notice and claim administration expenses, as well as Co-Lead Counsel’s attorneys’ fees and expenses and any service awards to the Plaintiffs (discussed below). The settlement distribution process will be administered by an independent claims administrator (“Claims Administrator”) approved by the Court.

WHAT CAN I GET BY PARTICIPATING IN THE COMMON FUND?

For **each** AuthenTec Share you owned as of October 4, 2012, you will receive a payment from the Common Fund. Each Share is paid the same amount from the Common Fund, but the amount of payment per Share will be paid *pro rata* and is dependent upon how many other Class Members make claims on the Common Fund. As of August 30, 2012, Class Members owned approximately 44 million AuthenTec Shares. There is no way to determine, in advance, how many Class Members will make claims from the Common Fund.

HOW DO I RECEIVE A CASH PAYMENT FROM THE COMMON FUND?

To receive cash from the Common Fund, you must complete and return a Proof of Claim form **no later than December 21, 2016**. The Proof of Claim form may be mailed or submitted electronically at www.authentecshareholderlitigation.com.

A Proof of Claim form is included with this Notice. Proof of Claim forms are also available online at www.authentecshareholderlitigation.com or by calling 1-888-264-2889.

OPTION #2 – EXCLUDE YOURSELF FROM THE SETTLEMENT

If you do not wish to be included in the Class and participate in the Settlement benefits discussed above, you must send a letter stating that you want to be excluded from *In re AuthenTec, Inc. Shareholder Litigation*, No. 05-2012-CA-57589 (Fla. 18th Jud. Cir., Brevard Cty.). Be sure to include your name, address, telephone number, your signature, and the number of AuthenTec Shares you owned at any time between and including July 27, 2012 and October 4, 2012. You must mail your exclusion **request postmarked no later than October 21, 2016** to:

AuthenTec Shareholder Litigation
EXCLUSIONS
Claims Administrator
3301 Kerner Blvd.
San Rafael, CA 94901

You cannot exclude yourself on the phone or by fax or e-mail – you must do so in writing. If you request to be excluded, you will not receive any Settlement payment, and you cannot object to the Settlement. However, you will not be legally bound by anything that happens in this lawsuit, and you will keep your right to separately pursue claims against Defendants relating to the subject matter of this lawsuit.

IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this Settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit. Remember, your exclusion **must be postmarked on or before October 21, 2016**.

IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money. Do not send in a Proof of Claim. You will not lose any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants about the legal issues in this case.

OPTION #3 – DO NOTHING

If you are a Class Member and choose to do nothing, you get nothing. You will not receive a payment from the \$10 million Common Fund. You won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the Settlement if you do not like any part of it, including the proposed award of attorneys' fees and expenses and proposed service awards to Plaintiffs, and the

Court will consider your views. To object, you must send a letter to the Court, Co-Lead Counsel, and Defendants' Counsel saying that you object to the Settlement in *In re AuthenTec, Inc. Shareholder Litigation*, No. 05-2012-CA-57589 (Fla. 18th Jud. Cir., Brevard Cty.). Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. You also must affirm under penalty of perjury that you are a Class Member or provide other proof of Class membership. If you are represented by counsel, be sure to include the name, address, and telephone number of that lawyer.

Your objection **must be mailed to and actually received** at the following different locations **no later than October 27, 2016**. Send your objection to:

Clerk of Court
Brevard County Courthouse
P.O. Box 219
Titusville, FL 32781-0219

Co-Lead Counsel:

Stuart A. Davidson
Robbins Geller Rudman &
Dowd LLP
120 East Palmetto Park Road
Suite 500
Boca Raton, FL 33432

Defendants' Counsel:

John A. Neuwirth
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

Lisa R. Bugni
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Suite 4900
Atlanta, GA 30309-3424

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. If you object, you will remain in the Class and will be bound by the proposed Settlement if the Court approves the Settlement, despite your objection. If you object, you can also participate in the Settlement benefits described above.

Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. You cannot request exclusion **and** object to the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. Class Members who do exclude themselves may, if they wish, enter an appearance through their own counsel.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the law firms of Robbins Geller Rudman & Dowd LLP and The Weiser Law Firm, P.C. to represent you and other Class Members. These lawyers are called Co-Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense and enter an appearance through your own counsel.

HOW WILL THE LAWYERS BE PAID?

Co-Lead Counsel will ask the Court to award attorneys' fees of up to 33.33% of the Common Fund (\$10 million) and expenses up to \$275,000, both to be paid from the Common Fund.

In addition, Co-Lead Counsel will ask the Court to award the Plaintiffs in this Action a service award of \$7,500 each for their time and effort acting as Class Representatives.

THE FINAL SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the Settlement.

You may attend, and you may ask to speak, but you don't have to.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Settlement Hearing at **11:15 A.M. on November 17, 2016** at the Courtroom of the Honorable George W. Maxwell III, Moore Justice Center, 2825 Judge Fran Jamieson Way, Viera, Florida 32940. The hearing date may be changed by the Court, and you should check www.authentecshareholderlitigation.com for any updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. The Court also may consider how much to award Co-Lead Counsel and the amount of the service awards for Plaintiffs. We do not know how long this decision will take.

DO I HAVE TO COME TO THE HEARING?

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

MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Settlement Hearing. To do so, you must file with the Court a "Notice of Intention to Appear." Be sure to include your name, address, telephone number, and your signature. You may be required also to provide proof that you are a Class Member. Your Notice of Intention to Appear must be filed **no later than October 18, 2016**, and must be served on the Clerk of the Court, Co-Lead Counsel, and Defendants' counsel at the addresses listed on page 7, above. You cannot speak at the hearing if you exclude yourself.

INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS

Brokerage firms, banks and/or other persons or entities who held Shares of AuthenTec common stock for the benefit of others are requested to immediately send this Notice to all such beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such additional copies or provision of a list of names and mailing addresses of beneficial owners may be made to:

AuthenTec Shareholder Litigation
Claims Administrator
P.O. Box 30239
College Station, TX 77842-3239

GETTING MORE INFORMATION

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The Stipulation contains the complete terms. The Stipulation is available online at www.authentecshareholderlitigation.com, and in the records on file in the Court Clerk's office. The Proof of Claim form and other information are also available at www.authentecshareholderlitigation.com. If you elect to receive a payment from the \$10 million Common Fund under Option #1, you must return a Proof of Claim form to participate in the Settlement benefits.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

DATED: August 2, 2016

/s/ The Honorable George W. Maxwell III
CIRCUIT JUDGE