

**IN RE ZYNGA INC. SECURITIES LITIGATION
PROOF OF CLAIM AND RELEASE**

I. GENERAL INSTRUCTIONS

1. To recover as a Settlement Class Member based on your claims in the action entitled *In re Zynga Inc. Securities Litigation*, Lead Case No. 3:12-cv-04007-JSC (the "Action"), you must complete and, on page 6 hereof, sign this Proof of Claim and Release form ("Claim Form"). If you fail to timely file a properly addressed (as set forth in paragraph 3 below) Claim Form, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Claim Form, however, does not assure that you will share in the proceeds of Settlement in the Action.

3. YOU MUST MAIL OR SUBMIT BY ELECTRONIC MAIL YOUR COMPLETED AND SIGNED CLAIM FORM, POSTMARKED OR ELECTRONICALLY SUBMITTED ON OR BEFORE JANUARY 12, 2016:

(a) If by mail, to:

In re Zynga Inc. Securities Litigation
Claims Administrator
c/o Epiq Systems, Inc.
P.O. Box 3170
Portland, OR 97208-3170

(b) If by electronic mail, to:

admin@zyngasecuritieslitigation.com.

If you are NOT a Settlement Class Member (which is defined as all Persons who purchased or otherwise acquired Zynga common stock during the Settlement Class Period, December 15, 2011 to July 25, 2012, inclusive, with the exception of those listed in the "Notice of Pendency of Class Action and Proposed Settlement, Final Approval Hearing, and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses"), DO NOT submit a Claim Form.

4. If you are a Settlement Class Member, and you do not timely and validly request exclusion, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

II. DEFINITIONS

Terms as defined in the Notice of Pendency of Class Action and Proposed Settlement, Final Approval Hearing, and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses shall also apply herein.

III. CLAIMANT IDENTIFICATION

1. If you purchased Zynga, Inc. ("Zynga") common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) 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.

2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee") if different from the beneficial purchaser of Zynga common stock, which forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS, OF THE ZYNGA COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

IV. CLAIM FORM

1. Use Part II of this form entitled "Schedule of Transactions in Zynga Common Stock" to supply all required details of your transaction(s) in Zynga 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.

2. On the schedules, provide all of the requested information with respect to **all** of your purchases and **all**

of your sales of Zynga common stock which took place at any time beginning December 15, 2011 through October 23, 2012, inclusive (the "Requested Time Period"). Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Requested Time Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

4. Broker confirmations or other documentation of your transactions in Zynga common stock must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

VI. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the “Released Persons” defined as, collectively, each and all of (i) the Defendants, the members of each Individual Defendant’s immediate family, any entity in which any Individual Defendant or member of any Individual Defendant’s immediate family has or had a controlling interest (directly or indirectly), any estate or trust of which any Individual Defendant is a settlor or which is for the benefit of any Individual Defendant and/or members of his family, the Officer Defendants, the Director Defendants, and the Underwriter Defendants, and all of their respective parents, subsidiaries, affiliates, successors and assigns, in their respective capacities as such; and (ii) for each and every Person listed in part (i), their respective past, present and future heirs, executors, administrators, predecessors, successors, assigns, employees, agents, affiliates, analysts, assignees, associates, attorneys, auditors, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, employers, financial advisors, general or limited partners, general or limited partnerships, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, managing directors, marital communities, members, officers, parents, personal or legal representatives, principals, reinsurers, shareholders, spouses, subsidiaries (foreign or domestic), trustees, underwriters and retained professionals, in their respective capacities as such.

2. “Released Claims” means collectively, any and all claims, demands, rights, liabilities, suits, debts, obligations and causes of action, of every nature and description whatsoever (including, without limitation, Unknown Claims, as defined in ¶3 herein), whether known or unknown, contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory (including, without limitation, claims for negligence, gross negligence, recklessness, deliberate recklessness, intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty, violation of any federal or state statute, rule or regulation, violation of the common law, violation of administrative rule or regulation, tort, breach of contract, violation of international law or violation of the law of any foreign jurisdiction) that Lead Plaintiff or any other Settlement Class Member (i) asserted in the Action; (ii) could have or might have asserted in the Action and/or in any other litigation, action or forum that arise out of, are based upon or are related in any way, directly or indirectly, in whole or in part, to (a) both: (1) the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth or referred to in the Action, and (2) any purchase, sale or acquisition of, or decision to hold Zynga common stock during the Settlement Class Period; and/or (b) Defendants’ defense or settlement of the Action and/or Defendants’ defense or settlement of the Released Claims. Notwithstanding the foregoing, “Released Claims” does not include: (i) claims relating to the enforcement of the Settlement; (ii) claims asserted on behalf of Zynga in any derivative action based on similar allegations including a consolidated shareholder derivative action pending before this Court, entitled *In re Zynga Inc. Derivative Litigation*, Lead Case No. 12-CV-4327-JSC; a consolidated shareholder derivative action pending in the Superior Court of the State of California, County of San Francisco, entitled *In re Zynga Shareholder Derivative Litigation*, Lead Case No. CGC-12-522934; and a shareholder derivative action pending in the Court of Chancery of the State of Delaware entitled *Sandys v. Pincus, et al.*, C.A. No 9512-CB; or (iii) claims asserted in a shareholder class action pending in the Court of Chancery of the State of Delaware entitled *Lee v. Pincus, et al.*, C.A. No. 8458-CB.

3. “Unknown Claims” means collectively, any and all Released Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons, and any Released Persons’ 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 Persons which, if known by him, her or it, might have affected his, her or its decision to enter into this Settlement with and release of the Released Persons (or Lead Plaintiff, his counsel or other Settlement Class Members, as appropriate), or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Settlement Class. Unknown Claims include, without limitation, those Released Claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed or hidden. With respect to any and all Released Claims and Released Persons’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall expressly waive and relinquish, and each Settlement Class Member and Released Person shall be deemed to have and by operation of law and of the Judgment shall have expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by 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 and Defendants shall further expressly waive and relinquish, and each Settlement Class Member and each Released Person shall be deemed to have and by operation of law and of the Judgment shall have expressly waived and relinquished, to the fullest extent permitted by law, 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 or of international or foreign law, that is similar, comparable or equivalent in effect to California Civil Code § 1542. It is understood that Lead Plaintiff and the other Settlement Class Members, or any of them, may hereafter discover facts in addition to or different

from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims (including Unknown Claims), but Lead Plaintiff shall expressly, fully, finally and forever discharge, settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of law and of the Judgment shall have, expressly, fully, finally and forever discharged, settled and released any and all Released Claims against the Released Persons, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that 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 that is negligent, grossly negligent, reckless, deliberately reckless or 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 Settlement Class Members by operation of law and of the Judgment shall be deemed to have acknowledged, that the foregoing waiver of Released Claims that are Unknown Claims, including the provisions, rights and benefits of §1542 of the California Civil Code (and the inclusion of "Unknown Claims" in the definition of Released Claims and Released Persons' Claims) was separately bargained for and is a material element of the Settlement.

4. This release shall only be in force when the Court approves the Amended Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

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

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Zynga common stock which occurred during the Requested Time Period as well as the number of shares of Zynga common stock held by me (us) at the close of trading on October 23, 2012.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____ in _____, _____
 (Month/Year) (City) (State/Country)

(Sign your name here)

(Type or print your name here)

Date

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(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator)

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

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation.
3. Do not send original or copies of stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please either send it Certified Mail, Return Receipt Requested if sent by mail or expressly request acknowledgement in cover email if sent by electronic mail.
6. If you move, please send us your new address.