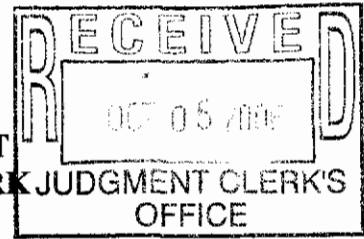


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



IN RE VAN DER MOOLEN HOLDING N.V.
SECURITIES LITIGATION

Civil Action No. 1:03-CV-8284 (RWS)

STIPULATION OF SETTLEMENT

This Stipulation and Agreement of Settlement (the "Stipulation") is submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure. This Stipulation is entered into among co-lead plaintiffs Linda Greene ("Greene") and Elizabeth Rick ("Rick," collectively "Co-Lead Plaintiffs") on behalf of themselves and the Settlement Class (as hereinafter defined) and defendants Van der Moolen Holdings N.V. ("Holdings" or "Van der Moolen") and Van der Moolen Specialists USA, LLC ("VDMS"), and Friedrich M. J. Böttcher ("Böttcher"), Frank F. Dorjee ("Dorjee"), James P. Cleaver, Jr. ("Cleaver") and Casper F. Rondeltap ("Rondeltap") (the "Individual Defendants," collectively with Van der Moolen and VDMS, the "Defendants") (collectively with Co-Lead Plaintiffs, the "Parties"), by and through their respective counsel.

WHEREAS:

A. In October 2003, *Rozenboom v. Van der Moolen Holdings, N. V., et. al.*, 1:03-CV-8284 (SAS), a securities class action (the "Action"), was filed in the U.S. District Court for the Southern District of New York (the "Court"), against Van der Moolen, VDMS and the Individual Defendants.

B. On December 19, 2003, Rick moved to be appointed lead plaintiff ("Lead Plaintiff") in the Action and to have her counsel, Schiffrin & Barroway ("S&B"), appointed as lead counsel ("Lead Counsel").

C. On January 13, 2004, Greene moved to be appointed Lead Plaintiff in the Action and to have her counsel Goodkind Labaton Rudoff & Sucharow LLP, now called Labaton Sucharow & Rudoff LLP (“Labaton Sucharow”), appointed as Lead Counsel.

D. By Order dated April 16, 2004, the Court appointed Greene and Rick as Co-Lead Plaintiffs, and appointed S&B and Labaton Sucharow as Co-Lead Counsel in the Action.

E. Co-Lead Plaintiffs filed an Amended Consolidated Class Action Complaint (the “Amended Complaint”) on September 14, 2004. The Amended Complaint asserts claims pursuant to Section 10(b) and 20(a) of the Exchange Act against VDM Holding, a Netherlands company; Böttcher, Holding’s Chief Executive Officer and Chairman of its Management Board (the “Board”); Dorjee, Holding’s Chief Financial Officer and a Holding’s Board member; Cleaver, a member of Holding’s Board and Chairman of the VDMS Management Committee; and Rondeltap, VDMS’s spokesperson, and a member of both the VDMS Management Committee and Holding’s Board. The Amended Complaint also asserts Section 10(b) claims against VDMS, Holding’s 75%-owned United States subsidiary.

F. The Amended Complaint alleges that during the Class Period, Defendants made statements falling into two categories, (1) risk disclosures by the Company regarding compliance with NYSE rules, and (2) financial reports of VDMS’s and Holding’s revenues, which the Amended Complaint alleges were materially false and misleading and/or omitted to state facts necessary to make them not misleading in violation of Generally Accepted Accounting Practices and SEC regulations.

G. On November 22, 2004, the Defendants moved to dismiss the Amended Complaint. Co-Lead Plaintiffs filed their opposition to the motions to dismiss on January 19,

2005, and Defendants filed their reply memorandum in support of the motions to dismiss on February 22, 2005.

H. By opinion entered on December 13, 2005 (the “Opinion”), this Court granted in part and denied in part Defendants’ motion to dismiss.

I. Some time after the Opinion was issued, counsel for the parties began very preliminary discussions regarding a potential settlement, and the possibility of retaining a mediator to conduct potential settlement discussions.

J. At the same time, the parties proceeded to litigate the Action, exchanging information and documents pursuant to Rule 26(f), and submitting a scheduling order to the Court, which was entered on May 5, 2006.

K. Pursuant to the Rule 26(f) Order, Defendants produced and Co-Lead Counsel reviewed over 100,000 pages of documents. These constituted virtually the same documents that Defendants had produced to regulatory agencies, including the United States Securities and Exchange Commission (the “SEC”) and the New York Stock Exchange (the “NYSE”).

L. Co-Lead Counsel proceeded to review these documents in detail, conduct various investigations, and determine the extent to which Settlement Class Members suffered damages.

M. During this period, the Parties agreed to retain the Hon. Nicholas H. Politan, a retired District Judge for the District of New Jersey, to mediate a potential settlement.

N. In late June 2006, the Parties prepared and submitted confidential mediation statements to Judge Politan, who conducted an all-day mediation session on June 29, 2006.

O. After a day of negotiation through Judge Politan, the Parties agreed to resolve the Action for a total cash amount of \$8,000,000 (Eight Million Dollars) (the “Cash Settlement Amount”).

P. The Defendants have denied and continue to deny all charges of wrongdoing or liability against them arising out of any conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Amended Complaint. This Stipulation shall in no event be construed or deemed to be evidence of, or an admission or concession on the part of, any Defendant, with respect to any claim of any fault, liability, wrongdoing, or damage, or any infirmity in the defenses that the Defendants have asserted. Nonetheless, in deciding to settle the litigation, the Defendants have concluded that further conduct of the Action would be protracted and expensive and have taken into account the uncertainty and risks inherent in any litigation.

Q. This Stipulation shall not be construed or deemed to be a concession, by any Co-Lead Plaintiff or Settlement Class Member (defined below), of any infirmity in the claims asserted in the Action. Co-Lead Plaintiffs represent that they filed the Amended Complaint and all prior complaints in good faith, in compliance with Federal Rule of Civil Procedure 11, and after a good-faith investigation of their claims and the basis for them.

R. Co-Lead Counsel have conducted an investigation and discovery relating to the claims and the underlying events and transactions alleged in the Amended Complaint, including: (i) reviewing more than 100,000 pages of documents produced by Defendants; and (ii) conducting an investigation of the related criminal and regulatory proceedings, including monitoring the criminal trial which commenced against two former VDMS specialists several weeks before the mediation. Co-Lead Counsel have analyzed the information gleaned from these investigations, the documents which Defendants produced, and the regulatory and criminal proceedings, and have researched the applicable law with respect to Co-Lead Plaintiffs' and the Settlement Class's claims against the Defendants and the potential defenses thereto.

S. Co-Lead Plaintiffs, by their counsel, engaged in arm's-length negotiations with Defendants' counsel, by way of an agreed-upon mediator, Judge Politan.

T. Based upon (i) their investigation, (ii) the related proceedings to this Action, (iii) the attendant risks of litigation, (iv) the possible defenses to the claims asserted in the Amended Complaint, (v) an analysis of Defendants' financial circumstances, (vi) the availability of insurance proceeds for the satisfaction of any judgment, (vii) the substantial benefits Co-Lead Plaintiffs and the members of the Settlement Class will receive from settlement of the litigation, and (viii) negotiations led by Judge Politan, Co-Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Co-Lead Plaintiffs and the Settlement Class, and in their best interests, and Co-Lead Plaintiffs have agreed solely to settle the Released Claims, as defined below, against the Released Parties, defined below, pursuant to the terms and provisions of this Stipulation.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties to this Stipulation, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties hereto from the Settlement, that all Released Claims (as hereinafter defined) as against the Released Parties (as hereinafter defined) and all Settled Defendants' Claims (as hereinafter defined) shall be compromised, settled, released, and dismissed with prejudice, upon the following terms and conditions:

CERTAIN DEFINITIONS

1. As used in this Stipulation, the following terms shall have the following meanings:

(a) "Authorized Claimant" means a Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

(b) “Claims Administrator” means the firm of Strategic Claims, which shall administer the Settlement.

(c) “Class Distribution Order” means the order approving the Claims Administrator’s administrative determinations concerning the acceptance and rejection of the claims submitted herein and approving any fees and expenses not previously applied for, including any fees and expenses of the Claims Administrator that require such application, and, if the Settlement Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

(d) “Class Period” means the period of time from October 18, 2001 to October 15, 2003, inclusive.

(e) “Co-Lead Counsel” means the law firms of S&B and Labaton Sucharow.

(f) “Defendants’ Counsel” means Sullivan & Cromwell LLP and Friedman Kaplan Seiler & Adelman LLP.

(g) “Effective Date of Settlement” or “Settlement Effective Date” means the date upon which the Settlement contemplated by this Stipulation shall become final, as set forth in ¶ 25 below.

(h) “Escrow Agent” means S&B and Labaton Sucharow.

(i) “Gross Settlement Fund” means the Cash Settlement Amount, plus any interest accrued thereon.

(j) “Net Settlement Fund” means the Gross Settlement Fund, after the payment of: (i) the Notice and Administration Costs defined in ¶ 8 hereof; and (ii) the attorneys’ fee and expense award referred to in ¶ 9 hereof.

(k) “Notice” means the Notice of Proposed Settlement of Class Action, Motion for Attorneys’ Fees and Settlement Fairness Hearing, which is to be sent to members of the Settlement Class substantially in the form attached hereto as Exhibit 1 to Exhibit A.

(l) “Order and Final Judgment” means the proposed order to be entered approving the Settlement substantially in the form attached hereto as Exhibit B.

(m) “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

(n) “Plaintiffs’ Counsel” means Co-Lead Counsel and all other attorneys representing any plaintiff in this Action.

(o) “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants after payment of the expenses of notice and administration of the Settlement, taxes and tax expenses and such attorneys’ fees, and reimbursement of out of pocket expenses, and interest, as may be awarded by the Court.

(p) “Preliminary Hearing Order” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class substantially in the form attached hereto as Exhibit A.

(q) “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Class Action for publication substantially in the form attached as Exhibit 3 to Exhibit A.

(r) “Released Parties” means any and all of the Defendants; their subsidiaries, parents, successors, and predecessors; their officers, directors, agents, accountants or auditors, advisors, employees, partners, insurers, and attorneys; any individual, partnership, corporation, limited liability entity, trust, joint venture, unincorporated organization; or other entity which is related to or affiliated with any of the Defendants; and the legal representatives, heirs, successors in interest or assigns of any such person(s).

(s) “Released Claims” means any and all claims, debts, demands, rights or causes of action or liabilities, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, derivative or individual in nature, including both known claims and Unknown Claims (as defined below), (i) that have been asserted in this Action by the Settlement Class Members or (ii) that could have been asserted by the Settlement Class Members against any of the Released Parties which arise out of, are based upon, or relate to the allegations, transactions, facts, matters, or occurrences, representations, or omissions involved, set forth, or referred to in the Amended Complaint, during the Class Period.

(t) “Releasing Parties” means Co-Lead Plaintiffs and their heirs, executors, administrators, successors and assigns, and members of the Settlement Class who do not file a timely and valid Request for Exclusion (as defined below).

(u) “Settled Defendants’ Claims” means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Action or any forum by the Defendants or the

Released Parties against any of the Co-Lead Plaintiffs, the Releasing Parties or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action, except for claims to enforce the Settlement.

(v) “Settlement” means the settlement contemplated by this Stipulation.

(w) “Settlement Class” and “Settlement Class Members” means, for the purposes of this Stipulation only, all persons or entities who purchased or otherwise acquired Van der Moolen ADRs on the New York Stock Exchange between October 18, 2001 and October 15, 2003, inclusive. Excluded from the Settlement Class are the Released Parties; and any putative Settlement Class Member who excludes himself, herself, or itself by filing a request for exclusion in accordance with the requirements set forth in the Notice.

(x) “Unknown Claims” means any claims which any Co-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, and any Settled Defendants’ Claim which any Defendant or Released Party does not know or suspect to exist in his, her, or its favor with regard to the purchase, acquisition or sale of Van der Moolen ADRs and Van der Moolen common stock. With respect to any and all Released Claims and Settled Defendants’ Claims, the Parties stipulate and agree that upon the Settlement Effective Date, the Co-Lead Plaintiffs and the Defendants shall expressly, and each Settlement Class Member and Released Party shall be deemed to have, and by operation of the Order and Final 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 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.

Co-Lead Plaintiffs and Defendants acknowledge, and the Settlement Class Members and the Released Parties by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Settled Defendants’ Claims was separately bargained for and was a key element of the Settlement.

SCOPE AND EFFECT OF SETTLEMENT

2. (a) The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action as against the Defendants and any and all Released Claims as against all Released Parties and any and all Settled Defendants’ Claims.

(b) For purposes of this Settlement, the Parties stipulate to, and agree to request the Court to approve the certification of the Settlement Class, as defined in paragraph 1(w) above.

3. (a) Upon the Settlement Effective Date, the Releasing Parties shall release the Released Claims and shall forever be enjoined from prosecuting, either directly or in any other capacity, any Released Claims against any of the Released Parties.

(b) Upon the Settlement Effective Date, each of the Released Parties shall release and forever discharge each and every of the Settled Defendants’ Claims, and shall forever be enjoined from prosecuting the Settled Defendants’ Claims.

THE SETTLEMENT CONSIDERATION

4. The Defendants shall provide, or cause to be provided, the Cash Settlement Amount, to be paid into an interest bearing escrow account established by Co-Lead Counsel (“Escrow Account”) on behalf of the Settlement Class no later than twenty days after preliminary approval by the Court of this Stipulation.

5. (a) The Cash Settlement Amount and any interest earned thereon shall be the Gross Settlement Fund. The Gross Settlement Fund, net of any Taxes (as defined below) on the income thereof, shall be used to pay (i) the Notice and Administration Costs defined in ¶ 8 hereof and any other administration expenses, and (ii) the attorneys' fee and expense award referred to in ¶ 9 hereof. The balance of the Gross Settlement Fund, after the above payments, shall be the Net Settlement Fund, which shall be distributed to the Authorized Claimants as provided in ¶¶ 16-18 hereof. Any sums required to be held in escrow hereunder prior to the *Effective Date* shall be held by the Escrow Agent for the Settlement Fund.

(b) All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed.

(c) The Escrow Agent shall invest any funds in excess of \$100,000 in short term United States Agency or Treasury securities (or a mutual fund invested solely in such instruments), and shall collect and reinvest all interest accrued thereon. Any funds held in escrow in an amount of less than \$100,000 may be held in an interest-bearing bank account insured by the FDIC.

(d) The Parties hereto agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and elect to have such Qualified Settlement Fund treatment apply as of the earliest possible date, and that the Escrow Agent, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund.

Counsel for Defendants agree to provide promptly to the Escrow Agent the statement described in Treasury Regulation § 1.468B-3(e).

(e) All (i) taxes on the income of the Gross Settlement Fund and (ii) expenses and costs incurred in connection with the taxation of the Gross Settlement Fund (including, without limitation, expenses of tax attorneys and accountants) (collectively “Taxes”) shall be paid out of the Gross Settlement Fund, shall be considered to be a cost of administration of the Settlement and shall be timely paid by the Escrow Agent without prior order of the Court. The Escrow Agent shall indemnify the Parties for any claims that arise resulting from payment or nonpayment of taxes on the income of the Gross Settlement Fund.

6. Except as explicitly provided herein, Defendants shall not bear any expense, cost, damages, or fee alleged or incurred by any Co-Lead Plaintiff, any member of the proposed Settlement Class, or their respective attorneys, experts, advisors, agents, accountants, or representatives, including, but not limited to taxes, and the notice and administration of the Settlement, except for Defendants’ costs in obtaining the transfer records concerning the identity of Settlement Class Members, including if available, their transactions referred to in paragraph 7.

ADMINISTRATION

7. The Claims Administrator shall administer the Settlement subject to the jurisdiction of the Court. Defendants shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms, including providing information from its transfer records concerning the identity of Settlement Class Members and their transactions.

8. The Escrow Agent may pay from the Cash Settlement Amount, upon approval from Co-Lead Counsel, without further approval from the Defendants or the Court, the reasonable costs and expenses associated with identifying members of the Settlement Class and effecting mailing of the Notice and publication of the Summary Notice to the Settlement Class,

and the administration of the Settlement, including without limitation, the actual costs of publication, printing, and mailing the Notice, reimbursements to nominee owners for forwarding notice to their beneficial owners, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims (collectively “Notice and Administration Costs”).

ATTORNEYS’ FEES AND EXPENSES

9. Co-Lead Counsel will apply to the Court for an award on behalf of all Plaintiffs’ Counsel from the Gross Settlement Fund of attorneys’ fees and reimbursement of out of pocket expenses, plus interest on such amounts. Such attorneys’ fees, expenses, and interest, as are awarded by the Court, shall be paid from the Gross Settlement Fund to Co-Lead Counsel immediately upon Court approval, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Co-Lead Counsel’s obligation to make appropriate refunds or repayments to the Settlement Fund plus accrued interest at the same net rate as is earned by the Gross Settlement Fund, if the fee or cost award is reduced or reversed due to an appeal and/or further proceedings on remand, or successful collateral attack. Co-Lead Counsel shall have sole discretion to allocate the awarded attorneys’ fees and expenses among Plaintiffs’ Counsel.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

10. Any member of the Settlement Class who does not submit a valid and timely Proof of Claim will not be entitled to receive any of the proceeds from the Net Settlement Fund but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

11. The Claims Administrator shall process the Proofs of Claim and, after entry of a Class Distribution Order, distribute the Net Settlement Fund to the Authorized Claimants. The Defendants shall cooperate to the full extent possible in the production of information or identification of: i) persons and entities excluded from the Settlement Class, as described in paragraph 1(w); and ii) Settlement Class Members. Co-Lead Counsel shall have the right, but not the obligation, to direct the Claims Administrator to waive what they deem to be formal or technical defects in any Proof of Claim submitted, in the interests of justice.

12. For purposes of determining whether a Settlement Class Member is an "Authorized Claimant," the following conditions shall apply:

(a) Each Settlement Class Member shall be required to submit a Proof of Claim (see attached Exhibit 2 to Exhibit A), supported by such documents to be produced, as are designated therein; or such other documents or proof as the Claims Administrator, in its discretion, may require;

(b) All Proofs of Claim must be submitted by the date specified in the Notice, unless such period is extended by an order of the Court. Any Settlement Class Member who fails to submit a timely Proof of Claim shall be forever barred from receiving any payment pursuant to this Stipulation (unless ordered otherwise by the Court), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties for the Released Claims. Provided that it is received before the motion for entry of the Class Distribution Order is filed, a Proof of Claim shall be deemed to have been submitted when posted, if received with a postmark, if mailed by first-class mail and addressed in accordance with the instructions thereon.

In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine in accordance with the Plan of Allocation, the extent to which each claim shall be allowed, pursuant to the requirements in subparagraph (e) below, subject to review by the Court;

(d) Proofs of Claim that do not meet the submission requirements set forth in the Notice may be rejected. Prior to rejecting a Proof of Claim, the Claims Administrator shall communicate with the Claimant in order to attempt to remedy the curable deficiencies in that proof of claim by notifying the claimants in a timely fashion and in writing, of the reasons for the rejection (the "Deficiency Letter"), and shall indicate in such Deficiency Letter that the Claimant has the right to a review, first by Co-Lead Counsel, and if such review is unsuccessful, the Court, if the Claimant so desires and complies with the requirements of subparagraph (e) below;

(e) If any such Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the Deficiency Letter required in subparagraph (d) above, serve upon the Claims Administrator with notice containing the reasons for contesting the rejection along with supporting documentation, and requesting a review by the Court. If a dispute concerning a claim cannot be otherwise resolved, Co-Lead Counsel shall thereafter present the request for review to the Court; and

(f) The administrative determinations of the Claims Administrator accepting and rejecting claims shall be presented to the Court, on notice to Defendants' Counsel, for approval by the Court in the Class Distribution Order.

13. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his or her claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.

14. Payment pursuant to this Stipulation shall be deemed final and conclusive against all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

15. All proceedings with respect to the administration, processing and determination of claims described by ¶ 12 of this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

16. The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Settlement Effective Date and after: (i) all Claims have been processed, and all Claimants whose Claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has

expired; (iii) all matters with respect to attorneys' fees, costs, and disbursements have been resolved by the Court, all appeals therefrom have been resolved or the time therefor has expired; and (iv) all costs of administration have been paid.

17. Co-Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for entry of the Class Distribution Order, and an order approving any fees and expenses not previously applied for.

18. The Claims Administrator shall determine each Authorized Claimant's pro rata share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim, as defined in the Plan of Allocation described in the Notice annexed hereto as Exhibit 1 to Exhibit A, or in such other plan of allocation as the Court approves.

19. The Plan of Allocation proposed in the Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular plan of allocation be approved. It is understood and agreed by the Parties hereto that the proposed Plan of Allocation is not part of the Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Order and Final Judgment, or any other orders entered pursuant to the Stipulation.

20. Each Authorized Claimant shall be allocated a share of the Net Settlement Fund based on his or her Recognized Claim. The Defendants shall not have any involvement in reviewing or challenging claims.

21. No person shall have any claim against the Co-Lead Plaintiffs, any Settlement Class Member, the Claims Administrator, the Defendants or their respective counsel based on

investments or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further orders of the Court.

22. The Defendants and their counsel shall have no responsibility for, interest in, or liability whatsoever with respect to:

(a) any act, omission or determination of the Escrow Agent, Claims Administrator, Co-Lead Counsel, or any designees or agents of Co-Lead Counsel, or the Escrow Agent;

(b) any act, omission or determination of Co-Lead Counsel or their designees or agents in connection with the administration of the Settlement;

(c) the management, investment, or distribution of the Settlement Fund;

(d) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or

(e) the Plan of Allocation.

TERMS OF ORDER FOR NOTICE AND HEARING

23. Promptly after execution of this Stipulation, Co-Lead Counsel and Defendants' Counsel shall jointly move the Court for entry of a Preliminary Hearing Order, substantially in the form annexed hereto as Exhibit A.

TERMS OF ORDER AND FINAL JUDGMENT

24. If the Settlement contemplated by this Stipulation is approved by the Court, counsel for the Parties shall request that the Court enter an Order and Final Judgment substantially in the form annexed hereto as Exhibit B.

SETTLEMENT EFFECTIVE DATE, WAIVER OR TERMINATION

25. The Settlement Effective Date shall be the date when all the following shall have occurred:

(a) entry of the Preliminary Hearing Order in all material respects in the form annexed hereto as Exhibit A;

(b) payment by Defendants in conformity with ¶ 4 above;

(c) approval by the Court of the Settlement, following notice to the Settlement Class and a Final Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(d) entry by the Court of an Order and Final Judgment, substantially in the form attached hereto as Exhibit B, and the expiration of any time for appeal or review of such Order and Final Judgment, or, if any appeal is filed and not dismissed, after such Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari, or, in the event that the Court enters an order and final judgment in form other than that provided above (“Alternative Judgment”) and none of the Parties hereto elect to terminate this Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal or review.

26. Defendants or Co-Lead Counsel shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to all other Parties hereto within thirty (30) days of: (a) the Court’s declining to enter the Preliminary Hearing Order in any material respect; (b) Defendants’ failure to fund the Settlement in conformity with ¶ 4 above; (c) the Court’s refusal to approve this Stipulation or any material part of it; (d) the Court’s declining to enter the Order and Final Judgment in any material respect; (e) the date upon which the Order and Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (f) the date upon which an Alternative

Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

27. Except as otherwise provided herein, in the event the Settlement is terminated or fails to become effective for any reason, the Parties to this Stipulation shall be deemed to have reverted to their respective *status qua ante*. If the Settlement is terminated or fails to become effective, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered, and any portion of the Cash Settlement Amount previously paid by Defendants, together with any interest earned thereon, less any Taxes due with respect to such income, and less Notice and Administration Costs actually incurred and paid or payable from the Cash Settlement Amount, shall be returned to Defendants or their agents within five business days of receipt by Co-Lead Counsel of Termination Notice in proportion to the amounts paid by them.

NO ADMISSION OF WRONGDOING

28. This Stipulation, whether or not consummated, and any proceedings pursuant to it, shall not be:

(a) offered or received against the Defendants, the Co-Lead Plaintiffs, any member of the Settlement Class, or any Released Party as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Defendants or by any of the Co-Lead Plaintiffs or any member of the Settlement Class with respect to the truth of any fact alleged by Co-Lead Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Defendants;

(b) offered or received against the Defendants or any Released Party as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Defendant, or against the Co-Lead Plaintiffs or any member of the Settlement Class as evidence of any infirmity in the claims of Co-Lead Plaintiffs and the Settlement Class;

(c) offered or received against the Defendants, the Co-Lead Plaintiffs, any member of the Settlement Class, or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against any of the parties to the Stipulation, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; provided, however, that Defendants may refer to the Stipulation to effectuate the liability protection granted them thereunder;

(d) construed against the Defendants or the Co-Lead Plaintiffs and the Settlement Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or

(e) construed as or received in evidence as an admission, concession, or presumption against Co-Lead Plaintiffs or the Settlement Class or any of them that any of their claims are without merit or that damages recoverable under the Amended Complaint would not have exceeded the Settlement Fund.

29. If prior to the Final Settlement Hearing, Persons who otherwise would be Members of the Settlement Class have filed with the Court valid and timely requests for exclusion (“Requests for Exclusion”) from the Settlement Class in accordance with the provisions of the Preliminary Hearing Order and the Notice given pursuant thereto, and such

Persons in the aggregate purchased a number of ADRs during the Settlement Class Period in an amount greater than the sum specified in a separate Supplemental Agreement between the Parties (the “Supplemental Agreement”), Defendants shall have the option, in their sole and absolute discretion, to terminate this Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed with the Court unless and until a dispute among the Parties concerning its interpretation or application arises. Copies of all Requests for Exclusion received, together with copies of all written revocations of Requests for Exclusion, shall be delivered to counsel for Defendants within two (2) calendar days of receipt thereof.

MISCELLANEOUS PROVISIONS

30. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

31. Defendants warrant that they have not filed or instituted proceedings for any type of bankruptcy (whether voluntary or involuntary), made an assignment for the benefit of creditors or commenced or become subject to any similar action or proceeding, and that its participation in this Settlement will not render it insolvent within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

32. Plaintiffs and their counsel represent and warrant that none of the claims or causes of action asserted in the litigation has been assigned, encumbered, or in any manner transferred in whole or in part.

33. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Amended Stipulation to effectuate its terms.

34. If a case is commenced in respect to any Defendant under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Gross Settlement Fund or any portion thereof to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited to the Gross Settlement Fund by others, then, at the election of Co-Lead Counsel, the Parties shall jointly move the Court to vacate and set aside the releases given and the Order and Final Judgment entered in favor of the Defendants pursuant to this Stipulation, which releases and the Order and Final Judgment shall be null and void, and the Parties shall be restored to their respective positions in the litigation as of the date a day prior to the date of this Stipulation and the Gross Settlement Fund shall be returned as provided in ¶ 27 above.

35. Co-Lead Plaintiffs, the Settlement Class and the Defendants agree not to assert in any forum that the litigation was brought by Co-Lead Plaintiffs or defended by the Defendants in bad faith or without a reasonable basis. The Parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Action. The Plaintiffs and the Defendants and their counsel agree that they will refrain from disparaging each other in any public statements. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

36. This Stipulation may not be modified or amended, nor may any of its provisions be waived except by a writing signed by all Parties hereto or their successors-in-interest.

37. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

38. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation.

39. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

40. This Stipulation, its exhibits and the Supplemental Agreement constitute the entire agreement among the Parties hereto concerning the Settlement of the Action, and no representations, warranties, or inducements have been made by any party hereto concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

41. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Stipulation shall exchange among themselves original signed counterparts.

42. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.


43. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law governs.

44. This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

45. Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Hearing Order, the Stipulation and the Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the District Court of the Settlement.

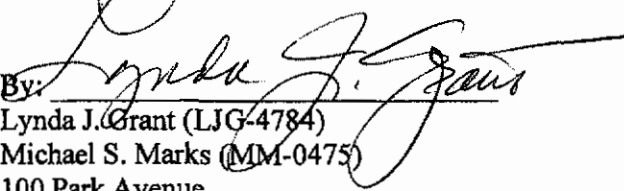
DATED: October 3, 2006

SCHIFFRIN & BARROWAY, LLP

By: 
David Kessler
Eric Lechztin
Kay E. Sickles
280 King of Prussia Rd.
Radnor, PA 19087
Tel: (610) 667-7706
Fax: (610) 667-7056

DATED: October 4, 2006

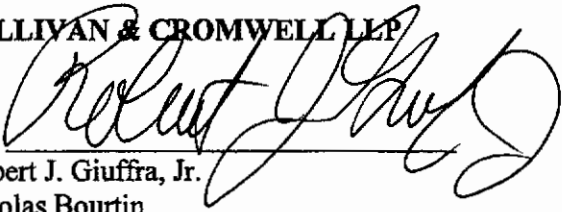
LABATON SUCHAROW & RUDOFF LLP

By: 
Lynda J. Grant (LJG-4784)
Michael S. Marks (MM-0475)
100 Park Avenue
New York, NY 10017
Telephone: (212) 907-0700
Facsimile: (212) 818-0477

*Co-Lead Counsel for Plaintiffs and the
Settlement Class*

DATED: October 4, 2006

SULLIVAN & CROMWELL LLP

By: 
Robert J. Giuffra, Jr.

Nicolas Bourtin
125 Broad Street
New York, New York 10004
Tel: (212) 558-4000
Fax: (212) 558-3588

*Counsel for Defendants Van der Moolen Holding
N.V., Friedrich M.J. Böttcher, Frank F. Dorjee,
James P. Cleaver, Jr., and Casper F. Rondeltap*

DATED: October ____, 2006

**FRIEDMAN KAPLAN SEILER
& ADELMAN LLP**

By: _____
Katherine L. Pringle

Daniel B. Rapport
1633 Broadway
New York, NY 10019-6708
Tel: (212) 833-1100
Fax: (212) 833-1250

*Counsel for Defendant Van der Moolen Specialists
USA, LLC*

DATED: October ____, 2006

SULLIVAN & CROMWELL LLP

By: _____

Robert J. Giuffra, Jr.
Nicolas Bourtin
125 Broad Street
New York, New York 10004
Tel: (212) 558-4000
Fax: (212) 558-3588

*Counsel for Defendants Van der Moolen Holding
N.V., Friedrich M.J. Böttcher, Frank F. Dorjee,
James P. Cleaver, Jr., and Casper F. Rondeltap*

DATED: October 3, 2006

**FRIEDMAN KAPLAN SEILER
& ADELMAN LLP**

By:  _____

Katherine L. Pringle
Daniel B. Rapport
1633 Broadway
New York, NY 10019-6708
Tel: (212) 833-1100
Fax: (212) 833-1250

*Counsel for Defendant Van der Moolen Specialists
USA, LLC*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE VAN DER MOOLEN HOLDING N.V.
SECURITIES LITIGATION

)
) Civil Action No. 1:03-CV-8284 (RWS)
)
)

**ORDER PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING FOR NOTICE**

WHEREAS, on October 3, 2006, plaintiffs Linda Greene (“Greene”) and Elizabeth Rick (“Rick,” together “Co-Lead Plaintiffs”), and defendants Van der Moolen Holdings N.V. (“Van der Moolen” or “Holding”), Van der Moolen Specialists USA, LLC (“VDMS”), and Friedrich M. J. Böttcher, Frank F. Dorjee, James P. Cleaver, Jr. and Casper F. Rondeltap (the “Individual Defendants,” collectively with Van der Moolen and VDMS, the “Defendants”) in the above-captioned action (the “Action”) entered into a Stipulation of Settlement (the “Stipulation”) which is subject to review under Rule 23 of the Federal Rules of Civil Procedure; and

WHEREAS, the Stipulation, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement (the “Settlement”) of the claims alleged in the Action as against the Defendants on the merits and with prejudice; and

WHEREAS, the Court having read and considered the Stipulation and the accompanying documents; and the parties to the Stipulation having consented to the entry of this Order Preliminary Approving Settlement and Providing for Notice (the “Order”);

NOW, THEREFORE, IT IS HEREBY ORDERED, this ____ day of _____,
2006 that:

1. All definitions of capitalized terms used herein are the same as in the Stipulation and are incorporated herein.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, this Action is hereby certified as a class action on behalf of all persons or entities who purchased or otherwise acquired Van der Moolen ADRs on the New York Stock Exchange from October 18, 2001 to October 15, 2003, inclusive (the "Settlement Class"). Excluded from the Settlement Class are the Released Parties. Also excluded are any putative Settlement Class Members who exclude themselves by submitting a request for exclusion in accordance with the requirements set forth in the Notice.

3. The Court finds that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the class representatives or Co-Lead Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) the Co-Lead Plaintiffs will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the proposed Settlement only, Co-Lead Plaintiffs Greene and Rick are certified as Class Representatives.

5. A hearing (the "Final Settlement Hearing") pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on _____, 2006, at ____:____ __,m., for the following purposes:

(a) to finally determine whether this Action satisfies the applicable prerequisites for class action treatment under Rules 23(a) and (b) of the Federal Rules of Civil Procedure;

(b) to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(c) to determine whether the Order and Final Judgment as provided under the Stipulation should be entered, dismissing the Amended Complaint filed herein, on the merits and with prejudice as against the Defendants, and to determine whether the release by Co-Lead Plaintiffs and the Settlement Class of the Released Claims, as set forth in the Stipulation, should be provided to the Released Parties;

(d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable, and should be approved by the Court;

(e) to consider the Attorneys' Fees and Expense Request; and

(f) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to approve the Settlement with or without modification and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Stipulation and dismissing the Amended Complaint as against the Defendants on the merits and with prejudice regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

7. The Court approves the form, substance and requirements of the Notice of Pendency of Class Action, Hearing on Proposed Settlement, Plan of Allocation and Attorneys' Fees and Expenses (the "Notice"), and the Proof of Claim and Release form annexed hereto as Exhibits 1 and 2 respectively.

8. The Court approves the appointment of Strategic Claims Services as the Claims Administrator. The Claims Administrator shall cause the Notice and the Proof of Claim and Release form, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, on or before fifteen (15) days following the execution of this Order (the "Notice Date") to all

Settlement Class Members who can be identified with reasonable effort. Defendants shall cooperate in making Van der Moolen's transfer records and shareholder information available to the Claims Administrator for the purpose of identifying and giving notice to the Settlement Class. Defendants shall also provide the identities of persons and entities excluded by the definition of the Settlement Class. The Claims Administrator shall use reasonable efforts to give notice to nominee owners such as brokerage firms and other persons or entities who purchased Van der Moolen ADRs (including those ADR holders who also owned common shares) during the Class Period as record owners but not as beneficial owners. Such nominee purchasers or holders are directed, within seven (7) days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim and Release form to their beneficial owners or to provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim and Release form promptly to such beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim and Release form to their beneficial owners are directed to send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Gross Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Notice and Proof of Claim and Release form to beneficial owners. Co-Lead Counsel, and/or the Claims Administrator, shall, at or before the Final Settlement Hearing, file with the Court proof of mailing of the Notice and Proof of Claim and Release form.

9. The Court approves the form of Summary Notice of Pendency and Proposed Settlement of Class Action ("Summary Notice") in substantially the form and content annexed hereto as Exhibit 3 and directs that Co-Lead Counsel shall cause the Summary Notice to be published over *PR Newswire* within ten days following the Notice Date. Co-Lead Counsel shall, at or

before the Final Settlement Hearing, file with the Court proof of publication of the Summary Notice.

10. The form and content of the Notice, and the method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

11. In order to be entitled to participate in the Net Settlement Fund, in the event the Settlement is effected in accordance with all of the terms and conditions set forth in the Stipulation, each Settlement Class Member shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim and Release form, substantially in the form attached hereto as Exhibit 2, must be submitted to the Claims Administrator, at the Post Office Box indicated in the Notice, postmarked not later than 120 days from the Notice Date. Such deadline may be further extended by Court order. Each Proof of Claim and Release form shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail, postage prepaid) provided such Proof of Claim and Release form is actually received prior to the motion for an order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim and Release form submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice.

(b) The Proof of Claim and Release form submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it

must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator; (iii) if the person executing the Proof of Claim and Release form is acting in a representative capacity, a certification of his current authority to act on behalf of the Settlement Class Member must be included in the Proof of Claim and Release form; and (iv) the Proof of Claim and Release form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Proof of Claim and Release form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Stipulation.

12. Settlement Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such person(s) request(s) exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make such request shall mail the request in written form by first class mail postmarked no later than 45 days following the Notice Date to the address designated in the Notice. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion, that the sender "requests to be excluded from the Settlement Class in the Van der Moolen ADR Litigation," and must be signed by such person. Such person(s) requesting exclusion are also requested to state: the date(s), price(s), and number of Van der Moolen ADRs and, where applicable, Van der Moolen common stock, purchased, sold, and/or retained through the end of the Class Period. The request for exclusion shall not be effective unless it provides the

required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

13. Settlement Class Members who validly request exclusion from the Settlement Class shall not be entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

14. The Court vacates the current scheduling order.

15. The Court will consider objections to the Settlement, the Plan of Allocation, or the request for an award of attorneys' fees and reimbursement of expenses only if such objections and any supporting papers are filed in writing with the Clerk of the Court, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312 and copies of all such papers are served, on or before 45 days following the Notice Date, upon each of the following: Lynda J. Grant and Michael S. Marks, Labaton Sucharow Rudoff LLP, 100 Park Avenue, New York, NY 10017; David Kessler and Kay E. Sickles, Schiffrin & Barroway, LLP, 280 King of Prussia Rd., Radnor, PA 19087; Robert J. Giuffra, Jr., Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004, and Katherine L. Pringle, Friedman Kaplan Seiler & Adelman LLP, 1633 Broadway, New York, NY 10019, on behalf of the Defendants. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of expenses are required to indicate in their written objection their intention to appear at the hearing. Persons who intend to object to the Settlement, the Plan of Allocation, and/or counsel's application for an award of attorneys' fees and expenses must include in their written objections any evidence or testimony they intend to rely upon in advancing their objection. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

16. Pending final determination whether the Settlement should be approved, the Co-Lead Plaintiffs, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Claims against any Released Party.

17. If: (a) any specified condition to the Settlement set forth in the Stipulation is not satisfied and the satisfaction of such condition is not waived in writing by Co-Lead Counsel and Counsel for the Defendants; (b) the Court rejects, in any respect, the Order and Final Judgment in substantially the form and content annexed to the Stipulation as Exhibit B and/or Co-Lead Counsel and Counsel for the Defendants fail to consent to the entry of another form of order in lieu thereof; (c) the Court rejects the Stipulation, including any amendment thereto approved by Co-Lead Counsel and Counsel for the Defendants; or (d) the Court approves the Stipulation, including any amendment thereto approved by Co-Lead Counsel and Counsel for the Defendants, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise, then, in any such event, the Stipulation, including any amendment(s) thereof, and this Order certifying the Settlement Class and the Class Representatives for purposes of the Settlement shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity, and each party shall be restored to his, her or its respective position as it existed prior to the execution of the Stipulation.

18. All papers in support of the Settlement, or in support of any application for attorneys' fees and reimbursement of expenses shall be filed with the Court by seven days prior to the Final Settlement Hearing.

19. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

Dated: New York, New York, _____, 2006

THE HONORABLE ROBERT W. SWEET
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE VAN DER MOOLEN HOLDING N.V.
SECURITIES LITIGATION

)
) Civil Action No. 1:03-CV-8284 (RWS)
)
)

**NOTICE OF PENDENCY OF CLASS ACTION,
HEARING ON PROPOSED SETTLEMENT, PLAN
OF ALLOCATION AND ATTORNEYS' FEES AND EXPENSES**

***TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE
ACQUIRED VAN DER MOOLEN HOLDING N.V. ("VAN DER MOOLEN" OR
"HOLDING") AMERICAN DEPOSITORY RECEIPTS ("ADRS") FROM
OCTOBER 18, 2001 TO OCTOBER 15, 2003, INCLUSIVE (THE "CLASS
PERIOD") (THE "SETTLEMENT CLASS").***

**YOU MAY BE ELIGIBLE TO PARTICIPATE IN A CLASS ACTION SETTLEMENT.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER OR NOT YOU ACT. READ
THIS NOTICE CAREFULLY.**

SUMMARY OF SETTLEMENT AND RELATED MATTERS

CLAIMS DEADLINE: CLAIMANTS MUST SUBMIT PROOFS OF CLAIM ON THE FORM
ACCOMPANYING THIS NOTICE, SO THAT THEY ARE RECEIVED NO LATER THAN
_____, 2006.

EXCLUSION DEADLINE: CLAIMANTS MUST SUBMIT REQUESTS FOR EXCLUSION
FROM THE SETTLEMENT CLASS SO THAT THEY ARE RECEIVED NO LATER THAN
_____, 2006.

SECURITIES BROKERS AND OTHER NOMINEES: PLEASE SEE INSTRUCTIONS
BELOW.

The Hon. Robert W. Sweet, United States District Judge for the Southern District of New
York (the "Court"), authorized that this Notice be sent to you. All terms are defined in the
Stipulation of Settlement ("Stipulation") on file with the Court. This is not a solicitation.

The Court will hold a Final Settlement Hearing at _____.m. on _____, 2006, at
the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Room 1920, New York,
NY 10007-1312 (the "Hearing"), to decide whether to approve: 1) certification of the Settlement
Class; 2) the Settlement as fair, reasonable, and adequate to the Settlement Class; 3) the Plan of
Allocation as reasonable; and 4) the application by Plaintiffs' counsel for attorneys' fees and

reimbursement of their out-of-pocket expenses (the “Attorneys’ Fee and Expense Request”) incurred in litigating this class action (the “Action”) as fair and reasonable.

Class Recovery: The Settlement provides for a cash fund of Eight Million Dollars (\$8,000,000) to be distributed to Persons who purchased or otherwise acquired Van der Moolen ADRs (with certain exceptions) during the Class Period and suffered damages. If you are a Settlement Class Member, you may also participate in the Settlement in connection with your purchases and/or acquisitions, if any, of Van der Moolen common stock during the Class Period. The Settlement represents an average recovery of at least \$1.14 per share (based upon approximately 7,000,000 outstanding ADR shares and a number of Van der Moolen common shares, as held by ADR holders) and at least one-third of the Settlement Class’ estimated damages. This average recovery is an estimate and is calculated before deduction of any Court approved fees and expenses, including attorneys’ fees and expenses. The actual recovery will depend on: (1) the number of claims filed; (2) when Settlement Class Members purchased, sold or held their ADRs (and to the extent they also hold common shares, when those were purchased, sold or held) during the Class Period as further described in the Plan of Allocation, below; (3) administrative costs, including the costs of Notice; and (4) the amount awarded by the Court for attorneys’ fees, costs and expenses. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth in this Notice. See Response to Question 7 below for a more detailed explanation.

Potential Outcome of the Action: The Parties do not agree on the average amount of damages per ADR (or common shares where applicable) that would be recoverable if Plaintiffs had prevailed on each claim against Defendants. The issues on which the Parties disagree include: 1) whether the Defendants are liable for disseminating allegedly fraudulent statements and statements omitting material fact; and 2) whether Plaintiffs could eventually prove that the Settlement Class’ losses were due to violations of the federal securities laws.

Statement of Attorneys’ Fees and Expenses Sought: Plaintiffs’ counsel will apply to the Court for an award of attorneys’ fees from the Gross Settlement Fund not to exceed thirty-three percent (33%), and reimbursement of their out-of-pocket expenses of no greater than \$180,000, or an average of \$0.40 per ADR. Plaintiffs’ counsel have litigated the Action on a contingent fee basis, and have advanced the expenses of litigation with the expectation that if they were successful in recovering money for the Settlement Class, they would receive fees and be reimbursed for their out-of-pocket expenses from the Gross Settlement Fund, as is customary in this type of litigation.

Your legal rights are affected whether or not you act. Please read below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to receive a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to bring your own suit against Van der Moolen, Van der Moolen Specialists USA (“VDMS”), the Individual Defendants (defined in Response to Question 2) or the Released Parties (defined in Response to Question 10), regarding the claims being released in the Action.

OBJECT	Write to the Court about why you believe the Settlement, the Plan of Allocation and/or the Attorneys' Fee and Expense Request is not fair, reasonable or adequate.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement, the Plan of Allocation and/or the Attorneys' Fee and Expense Request.
DO NOTHING	You will receive no payment, but will release the Released Parties and lose your right to file your own lawsuit or participate in any other lawsuit against the Released Parties concerning the Released Claims (defined in Response to Question 10).

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- Further information regarding this Settlement may be obtained by contacting Co-Lead Counsel: David Kessler or Kay E. Sickles, Schiffrin & Barroway, LLP, 280 King of Prussia Rd., Radnor, PA 19087, Telephone: (610) 667-7706, and Lynda J. Grant, Labaton Sucharow & Rudoff LLP, 100 Park Avenue, New York, NY 10017, Telephone: (212) 907-0700, or the Claims Administrator, Strategic Claims Services, 2710 Concord Road, Suite 5, Aston, PA 19014, Telephone 866-274-4004..

[END OF COVER PAGE]

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

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- | | | |
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| 1. | Why did I receive this Notice package? | |
| 2. | What is this lawsuit about? | |
| 3. | Why is this Action a class action? | |
| 4. | How do I know if I am part of the Settlement Class and are there exceptions to the Settlement Class? | |
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| 6. | What does the Settlement provide? | |
| 7. | How much will my payment be? How does the Plan of Allocation work? | |
| 8. | How can I receive a payment? | |
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| 14. | Do I have a lawyer in this case? | |
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17. What is the difference between objecting and requesting exclusion from the Settlement?
18. When and where will the Court decide whether to approve the Settlement?
19. Must I attend the Final Settlement Hearing and may I speak at the Final Settlement Hearing?
20. What if I do nothing?

Obtaining More Information

1. Why did I receive this Notice package?

You or someone in your family may have purchased or otherwise acquired Van der Moolen ADRs on the New York Stock Exchange from October 18, 2001 to October 15, 2003, inclusive. If the description above applies to you or someone in your family, you have a right to know about the proposed Settlement of this Action, and about your options.

2. What is this lawsuit about?

This is a proposed federal securities class action, arising from the NYSE and SEC investigations of the trading practices of several specialist firms, including VDMS. The Amended Consolidated Class Action Complaint (the "Amended Complaint") asserts claims pursuant to Sections 10(b) and 20(a) of the Exchange Act for securities fraud against Van der Moolen; Friedrich M.J. Böttcher, Holding's Chief Executive Officer and Chairman of its Management Board (the "Board"); Frank F. Dorjee, Holding's Chief Financial Officer ("CFO") and a Holding's Board member; James P. Cleaver, Jr., a member of the Holding's Board and Chairman of the VDMS Management Committee; and Casper F. Rondeltap, VDMS's spokesperson; and a member of both the VDMS Management Committee and Holding's Board. The Amended Complaint also asserts Section 10(b) claims against VDMS, Holding's United States subsidiary.

Specifically, the Amended Complaint alleges that during the Class Period, Defendants made purportedly misleading statements falling into two categories: 1) risk disclosures by the Company regarding its compliance with NYSE rules, and 2) of VDMS's financial reports, especially its revenue. The Amended Complaint further alleges that Holding's financial statements throughout the Class Period violated SEC regulations and Generally Accepted Accounting Principles. Finally, the Amended Complaint alleges that at the end of the Class Period, the NYSE revealed that it was bringing disciplinary action against certain of VDMS's specialists, and the price of Van der Moolen's stock plummeted.

3. Why is this Action a class action?

In a class action, one or more people called class representatives ("Class Representatives"), in this case, Greene and Rick, sue on behalf of people who have similar claims. These people and/or entities are referred to collectively as a Settlement Class, or individually as Settlement Class members. One court resolves the issues for all Settlement Class members other than with regard to damages, except for those who exclude themselves from the Settlement Class. The Claims Administrator will calculate individual issues of damages, as further described below.

4. How do I know if I am part of the Settlement Class and are there exceptions to being included in the Settlement Class?

The Settlement Class consists of *all persons or entities who purchased or otherwise acquired Van der Moolen ADRs from October 18, 2001 to October 15, 2003, inclusive.*

There are certain exclusions. You are not a Settlement Class member if you are a Released Party as defined below in paragraph 10.

Also excluded from the Settlement Class are any potential Settlement Class members who exclude themselves by filing a timely request for exclusion in accordance with the requirements set forth in this Notice as described in Question 11 below.

You are not a Settlement Class Member if you purchased only Van der Moolen common shares during the Class Period.

If one of your mutual funds purchased or owns Van der Moolen ADRs, that does not make you a Settlement Class member. You are a Settlement Class member only if you directly purchased or otherwise acquired Van der Moolen ADRs during the Class Period. Contact your broker: 1) to see if you purchased Van der Moolen ADRs during the Class Period; and 2) to make sure that your broker sends you a copy of the Notice in a timely manner, if your stock is held in your brokerage house's name.

5. I am still not sure whether I am included?

If you are still not sure whether you are included, you can ask for help. You can call 1-866-274-4004, visit www.strategicclaims.net for more information, or fill out and return the Proof of Claim and Release form described in Question 8; to see if you qualify.

6. What does the Settlement provide?

The Defendants have agreed to create an \$8,000,000 all-cash fund, which will accrue interest upon funding. The balance of this fund, after deduction of Court-awarded attorneys' fees and expenses and Settlement administration costs, including the costs of this Notice and taxes, will be allocated among all Settlement Class members who send in valid claim forms, in accordance with the Plan of Allocation below.

7. How much will my payment be? How does the Plan of Allocation Work?

If you are entitled to a payment, your "Recognized Claim" or the pro rata amount of the Net Settlement Fund payable to you, will be determined by the Claims Administrator according to the below Plan of Allocation, after the deadline for submission of Proof of Claim and Release forms has passed. The Recognized Claim formula is not intended to be a formalized study or an estimate of the amount a Settlement Class member would have recovered after trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement.

A. In developing the Plan of Allocation, Lead Plaintiffs' Counsel considered the following with respect to Van der Moolen ADRs:

1. The \$1.00 per share decline in the price of Van der Moolen ADRs between April 17, 2003 and April 21, 2003, following the disclosure by the NYSE, that it had begun an investigation of several NYSE specialist firms for illegal trading practices, the disclosure by the *Wall Street Journal* that Van der Moolen was one of the specialist firms being investigated by the NYSE, and a disclosure by *Bloomberg* news that the SEC had also begun an investigation into trading practices of specialist firms;
2. The \$0.62 per share decline in Van der Moolen ADRs on September 22, 2003, upon a disclosure by the *Wall Street Journal* that the SEC had intensified its inquiry into Van der Moolen's trading practices; and
3. The \$1.56 per share decline in Van der Moolen ADRs on October 16, 2003, following a disclosure by the NYSE that it was planning to bring disciplinary action against several specialist firms, including VDMS.

The total value of the three price declines stated above is \$3.18.

If you submit a timely and valid Proof of Claim and Release form, your Recognized Claim for Van der Moolen ADRs will be calculated as follows under the Plan of Allocation:

1. For shares of Van der Moolen ADRs purchased between the opening of trading on October 18, 2001 and the close of trading on April 17, 2003, and:
 - a. Retained at the close of trading on October 15, 2003, the Recognized Claim shall be based upon the lesser of:
 - (1) \$3.18 per share; or
 - (2) the difference between the purchase price per share and \$8.14, if such difference is a positive number.
 - b. Sold at a loss between the opening of trading on October 18, 2001 and the close of trading on April 17, 2003, the Recognized Claim shall be 10% of the difference between the purchase price per share and the sales price per share for each share sold.
 - c. Sold between the opening of trading on April 21, 2003 and the close of trading on September 21, 2003, the Recognized Claim shall be the lesser of:
 - (1) \$1.00 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold, if such difference is a positive number.

- d. Sold between the opening of trading on September 22, 2003 and the close of trading on October 15, 2003, the Recognized Claim shall be the lesser of:
 - (1) \$1.62 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold, if such difference is a positive number.
2. For shares of Van der Moolen ADRs purchased between the opening of trading on April 21, 2003 and the close of trading on September 21, 2003, and:
 - a. Retained at the close of trading on October 15, 2003, the Recognized Claim shall be based upon the lesser of:
 - (1) \$2.18 per share; or
 - (2) the difference between the purchase price per share and \$8.14, if such difference is a positive number.
 - b. Sold at a loss between the opening of trading on April 21, 2003 and the close of trading on September 21, 2003, the Recognized Claim shall be 10% of the difference between the purchase price per share and the sales price per share for each share sold.
 - c. Sold between the opening of trading on September 22, 2003 and the close of trading on October 15, 2003, the Recognized Claim shall be the lesser of:
 - (1) \$.62 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold, if such difference is a positive number.
3. For shares of Van der Moolen ADRs purchased between the opening of trading on September 22, 2003 and the close of trading on October 15, 2003, and:
 - a. Retained at the close of trading on October 15, 2003, the Recognized Claim shall be the lesser of:
 - (1) \$1.56 per share; or
 - (2) the difference between the purchase price per share and \$8.14, if such difference is a positive number.
 - b. Sold at a loss prior to the opening of trading October 16, 2003, the Recognized Claim shall be 10% of the difference between the purchase price per share and the sales price per share for each share sold.

B. In developing the Plan of Allocation, Lead Plaintiffs' Counsel also considered that certain Class Members purchased Van der Moolen common stock as well as Van der Moolen ADRs during the Class Period. With respect to the Recognized Claim calculation for shares of Van der Moolen common stock purchased by Class Members during the Class Period, Lead Plaintiffs' Counsel considered the following price effects, reflected in Euros (not dollars) on the common stock by the disclosures set forth above:

1. The €1.93 per share drop in the price of Van der Moolen common stock between April 17, 2003 and April 22, 2003, following the disclosures referenced above;
2. The €0.82 per share drop in Van der Moolen common stock on September 23, 2003, upon the disclosure referenced above;
3. The €1.45 per share drop in Van der Moolen common stock on October 16, 2003, following the disclosure referenced above.

The total value of the three price drops stated above is €4.20.

The Recognized Claim calculation for shares of Van der Moolen common stock purchased by Class Members during the Class Period are significantly discounted to reflect the difficulties of prevailing on these claims.

1. For shares of Van der Moolen common stock purchased between the opening of trading on October 18, 2001 and the close of trading on April 17, 2003, and:
 - a. Retained at the close of trading on October 15, 2003, the Recognized Claim shall be the lesser of:
 - (1) €0.21 per share; or
 - (2) 5% of the difference between the purchase price per share and €6.71, if such difference is a positive number.
 - b. Sold between the opening of trading on October 18, 2001 and the close of trading on April 17, 2003, the Recognized Claim shall be zero.
 - c. Sold between the opening of trading on April 22, 2003 and the close of trading on September 22, 2003, the Recognized Claim shall be the lesser of:
 - (1) €0.10 per share; or
 - (2) 5% of the difference between the purchase price per share and the sales price per share, for each share sold, if such difference is a positive number.
 - d. Sold between the opening of trading on September 23, 2003 and the close of trading on October 15, 2003, the Recognized Claim shall be the lesser of:

- (1) €0.14 per share; or
 - (2) 5% of the difference between the purchase price per share and the sales price per share for each share sold, if such difference is a positive number.
2. For shares of Van der Moolen common stock purchased between the opening of trading on April 22, 2003 and the close of trading on September 22, 2003, and:
 - a. Retained at the close of trading on October 15, 2003, the Recognized Claim shall be the lesser of:
 - (1) €0.11 per share; or
 - (2) 5% of the difference between the purchase price per share and €6.71, if such difference is a positive number.
 - b. Sold between the opening of trading on April 22, 2003 and the close of trading on September 22, 2003, the Recognized Claim shall be zero.
 - c. Sold between the opening of trading on September 23, 2003 and the close of trading on October 15, 2003, the Recognized Claim shall be the lesser of:
 - (1) €0.04 per share; or
 - (2) 5% of the difference between the purchase price per share and the sales price per share for each share sold, if such difference is a positive number.
3. For shares of Van der Moolen common stock purchased between the opening of trading on September 23, 2003 and the close of trading on October 15, 2003, and:
 - a. Retained at the close of trading on October 15, 2003, the Recognized Claim shall be the lesser of:
 - (1) €0.07 per share; or
 - (2) 5% of the difference between the purchase price per share and €6.71, if such difference is a positive number.
 - b. Sold at a loss prior to the opening of trading October 16, 2003, the Recognized Claim shall be zero.

Each Authorized Claimant shall be paid the percentage that each Authorized Claimant's Recognized Claim bears to the total of the Recognized Claims of all Authorized Claimants. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Settlement Class member on equitable grounds. Each Authorized Claimant is deemed to have submitted to the jurisdiction of the Court with respect to the Authorized Claimant's claim, and the claim will be subject to investigation and discovery under the *Federal Rules of Civil Procedure*, provided that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of

that Authorized Claimant's claim. No discovery shall be allowed on the merits of the Action, or the Settlement of the Action.

The date of purchase, acquisition or sale is the "contract" or "trade" date and not the "settlement" date. All profits will be subtracted from all losses to determine the net Recognized Claim of each Settlement Class member. Under no circumstances will a Recognized Claim exceed the out-of-pocket loss, not including commissions, taxes or other fees. Therefore, you need to list all purchases, acquisitions, and sales of Van der Moolen ADRs during the relevant time period. If you also purchased Van der Moolen common stock during the Class Period, you must also list all purchases, acquisitions, and sales of Van der Moolen common stock during the Class Period. Brokerage commissions and transfer taxes paid by you in connection with your purchase and sale of Van der Moolen ADRs, and Van der Moolen common stock if applicable, should be included in the "total purchase price" and net of the "total proceeds."

Calculation of the Recognized Claim for each ADR and share of common stock purchased and/or sold will be based on the First-In-First-Out ("FIFO") methodology, based on the actual purchase amounts and sale proceeds. The application of FIFO means the following: For Class Members who made multiple purchases, acquisitions or sales of Van der Moolen ADRs and Van der Moolen common stock, if applicable, during the Class Period, the earliest sale of ADRs and common stock shall be matched first against those ADRs or shares held on the first day of the Class Period, October 18, 2001, and then matched chronologically thereafter against each purchase or acquisition of Van der Moolen ADRs and common stock made during the Class Period. Purchases, acquisitions and sales of ADRs will be matched against purchases, acquisitions and sales of ADRs, and purchases, acquisitions and sales of shares of common stock will be matched against purchases, acquisitions and sales of shares of common stock.

Additionally, the Plan of Allocation distributes a limited portion of the Net Settlement Fund to Settlement Class Members who sold their Van der Moolen ADRs at a loss prior to the April 17, 2003 disclosure. It also provides a limited distribution to investors who purchased or acquired Van der Moolen ADRs during the Class Period, and sold their ADRs during the Class Period and between disclosures. Aggregate Recognized Claims allocated to such Settlement Class members shall not exceed 5% of the Net Settlement Fund.

No distribution will be made on a claim where the potential distribution amount is less than \$10.00 in cash. Payment pursuant to the Plan of Allocation is conclusive against all Settlement Class members. All Settlement Class members whose claims are not approved by the Court will be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of the settlement, including the terms of the Final Order and Judgment to be entered in the Action, and will be barred from bringing any Released Claims against any of the Released Parties (as those terms are defined herein and in the Stipulation, which is available on the Internet at www.strategicclaims.net, or through the mail).

8. How can I receive a payment?

To qualify for payment, you must submit a Proof of Claim and Release form. A Proof of Claim and Release form is enclosed with this Notice. You also may obtain a Proof of Claim and Release form

on the Internet at www.strategicclaims.net. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it postmarked no later than _____, 2006.

9. When will I receive my payment?

The Court will hold a Final Settlement Hearing on _____, 2006, to decide whether to approve the Settlement, the Plan of Allocation, and the Attorneys' Fee and Expense Request. Even if the Court approves the Settlement, it could take many more months before the Net Settlement Fund is distributed to the Settlement Class members. One reason that it may take many months is that delays could be caused by the filing of appeals, and only after such appeals are resolved, can the Claims Administrator first commence processing all of the Proofs of Claim and Release forms. The processing is a complicated process and could take several additional months.

10. What am I giving up to receive a payment?

Unless you exclude yourself (and forego a distribution), you are in the Settlement Class and will receive a distribution. If the Settlement is approved and you are eligible to receive a payment, you will release all "Released Claims" (as defined below) against the "Released Parties" (as defined below).

"Released Claims" means any and all claims, debts, demands, rights or causes of action or liabilities, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, derivative or individual in nature, including both known claims and Unknown Claims (as defined below), (i) that have been asserted in this Action by the Settlement Class Members or (ii) that could have been asserted by the Settlement Class Members against any of the Released Parties which arise out of, are based upon, or relate to the allegations, transactions, facts, matters, or occurrences, representations, or omissions involved, set forth, or referred to in the Amended Complaint, during the Class Period.

"Unknown Claims" means any claims which any Co-Lead Plaintiff or Settlement Class member does not know or suspect to exist in his, her or its favor with regard to the purchase, acquisition or sale of Van der Moolen ADRs at the time of the release of the Released Parties, and any Settled Defendants' Claims which any Defendant does not know or suspect to exist in his, her or its favor. Unknown Claims also includes any claims which any Co-Lead Plaintiff or Settlement Class member does not know or suspect to exist in his, her or its favor with regard to the purchase or acquisition of Van der Moolen common stock at the time of the release of the Released Parties.

"Released Parties" means any and all of the Defendants; their subsidiaries, parents, successors, and predecessors; their officers, directors, agents, accountants or auditors, advisors, employees, partners, insurers, and attorneys; any individual, partnership, corporation, limited liability entity, trust, joint venture, unincorporated organization; or other entity which is related to or affiliated with any of the Defendants; and the legal representatives, heirs, successors in interest or assigns of any such person(s).

If you remain a member of the Settlement Class, all of the Court's orders will apply to you and legally bind you.

11. How do I exclude myself from the Settlement?

If you do not want a payment from the Settlement, and you want to retain your right to bring your own suit against any one of the Defendants or any of the Released Parties for any one of the Released Claims, you must file a written request for exclusion from the Settlement Class.

To do so, send a letter, by first class mail or overnight carrier, stating that you "Request Exclusion from the Settlement Class in *In re Van Der Moolen Holding N.V. Securities Litigation*, Civ. A. No. 1:03-CV-8284 (RWS) (S.D.N.Y.)." Include your name, address, telephone number, information demonstrating your purchase(s), acquisition(s) and sale(s) of Van der Moolen ADRs during the Class Period, including the number of ADRs and the dates of each purchase and sale. Sign your letter. You cannot exclude yourself on the telephone or by e-mail. Then mail your "Request for Exclusion" so that it is postmarked no later than _____, 2006 to:

Van der Moolen ADR Litigation Exclusions
Claims Administrator
Strategic Claims Services
2710 Concord Road
Suite 5
Aston, PA 19014

If you request to be excluded from the Settlement Class, you will **NOT** receive a distribution, and you cannot object to the Settlement. If you exclude yourself, you will not be legally bound by anything that happens in this lawsuit or Settlement, and you will retain the right to sue Van der Moolen, VDMS and the Released Parties in the future for the Released Claims.

12. If I do not exclude myself, can I sue the Defendants or the other Released Parties later for the claims that I am releasing in this Settlement?

No.

13. If I exclude myself, can I obtain a payment from this Settlement?

No. If you exclude yourself, do not send in a claim form asking for any money.

14. Do I have a lawyer in this case?

The Court ordered that the following counsel and their law firms represent you and the other Class Members: David Kessler or Kay E. Sickles, Schiffrin & Barroway, LLP, 280 King of Prussia Rd., Radnor, PA 19087, Telephone: 610-667-7706, and Lynda J. Grant or Michael M. Marks, Labaton Sucharow & Rudoff LLP. 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.

15. How do the Attorneys get paid?

Until this point, Co-Lead Counsel have litigated this Action on a wholly contingent basis, that is, without getting paid, and advancing the costs of litigation. Since their efforts have resulted in a significant benefit to the Settlement Class, at the Final Settlement Hearing, Co-Lead Counsel will apply to the Court for an award of Attorneys' Fees from the Gross Settlement Fund in an amount not greater than thirty-three percent (33%) of the Gross Settlement Fund and for reimbursement of their out-of-pocket expenses incurred and paid during their prosecution of the Action up to a maximum amount of \$180,000, plus interest on such amounts at the same rate as earned by the Net Settlement Fund. Co-Lead Counsel, without further notice to the Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the Net Settlement Fund to the Settlement Class Members and any proceedings after the Final Settlement Hearing.

16. How do I notify the Court that I have objections to the Settlement, the Plan of Allocation and/or the Attorneys' Fee and Expense Request?

If you are a Settlement Class member, you can object to the Settlement if you believe and have grounds for asserting that it is not fair, reasonable or adequate to the Settlement Class. You may also object to the Plan of Allocation and/or the Attorneys' Fee and Expense Request if you have grounds for asserting that they are not reasonable. To object to the Settlement, the Plan of Allocation, and/or the Attorneys' Fee and Expense Request, you must send a letter to the persons listed below stating: (1) that you are a Settlement Class Member in the *Van der Moolen ADR Litigation*; (2) that you object to the Settlement, the Plan of Allocation and/or the Attorneys' Fee and Expense Request; and (3) the grounds for your objection. In your objection, you must include your name, address, telephone number, and signature. You must also include information concerning your purchase(s) and sale(s) of Van der Moolen ADRs during the Class Period, including the number of ADRs you own, and the dates of each purchase and sale. Mail the objection so that it is postmarked no later than _____, 2006, to:

COURT	CO-LEAD COUNSEL	CO-LEAD COUNSEL
Clerk of the Court United States District Court for the Southern District of New York Daniel Patrick Moynihan United States Courthouse 500 Pearl Street, Rm. 1920 New York, NY 10007-1312	David Kessler, Esq. Kay E. Sickles, Esq. Schiffirin & Barroway, LLP 280 King of Prussia Rd. Radnor, PA 19087	Lynda J. Grant, Esq. Michael M. Marks, Esq. Labaton Sucharow & Rudoff LLP 100 Park Avenue New York, NY 10017

DEFENSE COUNSEL	DEFENSE COUNSEL
Katherine L. Pringle, Esq. Friedman Kaplan Seiler & Adelman LLP,	Robert J. Giuffra, Jr., Esq. Sullivan & Cromwell LLP

1633 Broadway
New York, NY 10019

125 Broad Street
New York, NY 10004

17. What is the difference between objecting and requesting exclusion from the Settlement?

Objecting is simply telling the Court that you have grounds for believing that the Settlement, the Plan of Allocation and/or the Attorneys' Fee and Expense Request is unfair. You can object only if you stay in the Settlement Class. By excluding yourself, you will not be part of the Settlement Class, and will forego any right to object, because the Settlement no longer affects you.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Settlement Hearing at _____.m. on _____, 2006, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Room 1920, New York, NY 10007-1312. At this Hearing, the Court will consider whether to approve: 1) the Settlement as fair, reasonable, and adequate to the Settlement Class; 2) the Plan of Allocation as reasonable; 3) certification of the Settlement Class; and 4) the application by plaintiffs' counsel for attorneys' fees and reimbursement of their out-of-pocket expenses. If there are written objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to personally appear in writing by _____, 2006.

19. Must I attend the Final Settlement Hearing and may I speak at the Final Settlement Hearing?

You are not required to attend the Hearing.

However, if you wish to speak at the Hearing, you may ask the Court for permission to appear by including with your objection, described in Question 16 above, the statement, "I hereby give notice that I intend to appear at the Final Settlement Hearing in *Van der Moolen ADR Litigation*," Be sure to include your name, address and telephone number; identify the date(s), price(s), and number of Van der Moolen ADRs purchased and sold during the Class Period; and sign the letter. Your Notice of Intention to Appear must be postmarked no later than _____, 2006, and be sent to the Clerk of the Court, Co-Lead Counsel, and Defense Counsel, at the addresses shown in the answer to Question 16. You cannot speak at the hearing if you exclude yourself.

20. What if I do nothing?

If you do nothing, you will not receive any money from this Settlement. Unless you exclude yourself, however, you will be forever barred from starting a lawsuit against the Released Parties, for the Released Claims.

SPECIAL NOTICE TO BROKERS

If you hold any Van der Moolen ADRs or common stock (if purchased by an ADR holder) purchased during the Class Period as nominee for a beneficial owner, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release form by first class mail to all such persons; or (2) provide a list of names and addresses of

such beneficial owners to the Claims Administrator, **preferably on computer-generated mailing labels, or electronically in MS Word or WordPerfect files (label size Avery 5162), or in an MS Excel data table, setting forth (a) title/registration, (b) street address, (c) city/state/zip;** or (3) send a copy of this Notice and the Proof of Claim and Release form by first class mail to all such beneficial owners, providing written confirmation to the Claims Administrator of having done so. If you choose to mail the Notice and Proof of Claim yourself, you may obtain (without cost to you) as many additional copies of these documents as you will need to complete the mailing by contracting the Claims Administrator at:

Van der Moolen ADR Litigation,
Claims Administrator,
Strategic Claims Services
2710 Concord Road
Suite 5
Aston, PA 19014
www.strategicclaims.net

OBTAINING MORE INFORMATION

This Notice summarizes the proposed Settlement. More details are contained in the Stipulation of Settlement. You can obtain a copy of the Stipulation by visiting www.strategicclaims.net. If you have questions regarding how to obtain copies of documents related to this Settlement, completing your Proof of Claim and Release Form, correspondence you have received from the Claims Administrator, or the calculation of your Recognized Claim, you may contact the administrator for the distribution of Settlement Fund **toll free at 1-866-274-4004** or write *Van der Moolen ADR Litigation*, c/o Strategic Claims Services, 2710 Concord Road, Suite 5, Aston, PA 19014, Telephone 866-274-4004.

DO NOT CONTACT THE COURT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE VAN DER MOOLEN HOLDING N.V.
SECURITIES LITIGATION

)
) Civil Action No. 1:03-CV-8284 (RWS)
)
)

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the action entitled *In re Van Der Moolen Holding N.V. Securities Litigation*, Civ. A. No. 1:03-CV-8284 (RWS) (S.D.N.Y.) (the "Action"), you must complete and sign this Proof of Claim and Release on page ____ hereof, and submit the requested documentation. If you fail to file or properly complete the Proof of Claim and Release, your claim may be rejected and you may be precluded from obtaining any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release form, however, does not assure that you will share in the proceeds of Settlement. The Claims Administrator will review your Proof of Claim and Release form to determine if you are entitled to a distribution.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE FORM, WITH APPROPRIATE DOCUMENTATION, POSTMARKED ON OR BEFORE _____, 2006, ADDRESSED AS FOLLOWS:

In re Van Der Moolen Holding N.V. Securities Litigation

c/o _____,

If you are NOT a Member of the Settlement Class, as defined in the Notice of Pendency (the "Notice"), DO NOT submit a Proof of Claim and Release form.

4. If you are a Settlement Class Member, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

II. DEFINITIONS

1. “Defendants” means Van der Moolen Holding N.V. (“Holding” or “Van der Moolen”), Van der Moolen Specialists USA, LLC (“VDMS”), Friedrich M. J. Böttcher, Frank F. Dorjee, James P. Cleaver, Jr. and Casper F. Rondeltap.

2. “Released Parties” means each and all of the Defendants and parties related to them as defined in the Stipulation.

III. CLAIMANT IDENTIFICATION

1. If you purchased Van der Moolen American Depository Receipts (“ADRs”), and the certificate(s) are in your name, you are the beneficial owner as well as the record owner of the ADR. If, however, the certificate(s) are registered in the name of a third party, such as a nominee or brokerage firm, you are only the beneficial owner of the shares, and the nominee or brokerage firm is the record holder.

2. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER, OR LEGAL REPRESENTATIVE OF SUCH PURCHASER, OF THE VAN DER MOOLEN ADRs UPON WHICH THESE CLAIMS ARE BASED. Use Part I of this form, entitled Claimant Identification, to identify yourself as the purchaser of the Van der Moolen ADR that forms the basis of this claim.

3. All joint purchasers of ADRs 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 Parts II and III of this form, entitled Schedule of Transactions, to supply all required details of your transaction(s) in Van der Moolen ADRs on the New York Stock Exchange and, where applicable, shares of Van der Moolen traded in Europe on the Euronext Exchange (hereinafter "Euronext shares"). 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 Van der Moolen ADRs and Van der Moolen Euronext shares from October 18, 2001 to October 15, 2003, inclusive, whether or not such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction separately and in chronological order, by trade or exchange 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 Van der Moolen ADRs and Euronext shares should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

5. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some exceptional cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of

the claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant's cost.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re Van der Moolen Holding N.V. Securities Litigation

Civil Action No. 1:03-CV-8284 (RWS)

PROOF OF CLAIM

Must be Postmarked No Later Than:

_____, 2005

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State

Zip Code

Foreign Province

Foreign Country

Social Security Number or
Taxpayer Identification Number

Individual

Corporation/Other

Area Code

Telephone Number

(work)

Area Code

Telephone Number

(home)

Record Owner's Name (if different from beneficial owner listed above); e.g. brokerage firm, bank,
nominee, etc.

PART II: SCHEDULE OF TRANSACTIONS IN VAN DER MOOLEN AMERICAN DEPOSITORY RECEIPTS

A. Below, please list all transactions in Van der Moolen ADRs from October 18, 2001 to October 15, 2003, inclusive.

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (Excluding Commissions, Taxes, and Fees)
1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____
3. _____	3. _____	3. _____	3. _____
4. _____	4. _____	4. _____	4. _____
5. _____	5. _____	5. _____	5. _____

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (Excluding Commissions, Taxes, and Fees)
1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____
3. _____	3. _____	3. _____	3. _____
4. _____	4. _____	4. _____	4. _____
5. _____	5. _____	5. _____	5. _____

B. Please state the number of Van der Moolen ADRs held at close of trading on October 15, 2003: _____.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

PART III: SCHEDULE OF TRANSACTIONS IN VAN DER MOOLEN EURONEXT SHARES

A. Below, please list all transactions in Van der Moolen Euronext shares from October 18, 2001 to October 15, 2003, inclusive.

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (Excluding Commissions, Taxes, and Fees)
1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____
3. _____	3. _____	3. _____	3. _____
4. _____	4. _____	4. _____	4. _____
5. _____	5. _____	5. _____	5. _____

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (Excluding Commissions, Taxes, and Fees)
1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____
3. _____	3. _____	3. _____	3. _____
4. _____	4. _____	4. _____	4. _____
5. _____	5. _____	5. _____	5. _____

B. Please state the number of Van der Moolen Euronext shares held at close of trading on October 15, 2003: _____.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE ____.

VI. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I submit this Proof of Claim and Release form under the terms of the Stipulation of Settlement dated as of October 3, 2006 (“Stipulation”) described in the Notice. I also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in this Action. I agree to furnish additional information to Lead Counsel to support this claim if required to do so. I have not submitted any other claim covering the same purchases or sales of Van der Moolen ADRs during the Settlement Class Period and know of no other Person who has done so on my behalf.

VII. RELEASE

1. I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the Released Claims (as defined below and in the Stipulation) against each and all of the Defendants and each and all of their Related Parties, as defined in the Stipulation.

2. “Released Claims” means any and all claims, debts, demands, rights or causes of action or liabilities, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, derivative or individual in nature, including both known claims and Unknown Claims (as defined below), (i) that have been asserted in this Action by the Settlement Class Members or (ii) that could have been asserted by the Settlement Class Members against any of the Released Parties which arise out of, are based upon, or relate to the allegations, transactions, facts, matters, or occurrences, representations, or omissions involved, set forth, or referred to in the Amended Complaint, during the Class Period.

3. "Unknown Claims" means any claims which any Co-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, and any Settled Defendants' Claim which any Defendant does not know or suspect to exist in his, her, or its favor with regard to the purchase, acquisition or sale of Van der Moolen ADRs and Van der Moolen common stock. With respect to any and all Released Claims and Settled Defendants' Claims, the Parties stipulate and agree that upon the Settlement Effective Date, the Co-Lead Plaintiffs and the Defendants 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, 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 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.

Co-Lead Plaintiffs and Defendants acknowledge, 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 and Settled Defendants' Claims was separately bargained for and was a key element of the Settlement.

4. This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Settlement Effective Date.

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 Van der Moolen ADRs and Euronext shares from October 18, 2001 to

October 15, 2003, inclusive, and the number of Van der Moolen ADRs and Euronext shares I (we) held at the close of trading on October 15, 2003.

SUBSTITUTE FORM W-9
Request for Taxpayer Identification Number ("TIN") and Certification

PART I

NAME: _____

Check appropriate box:

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> IRA | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Other | |

Enter TIN on appropriate line.

- o For individuals, this is your Social Security Number ("SSN").
- o For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN").
- o For other entities, it is your EIN.

_____-_____-_____- or ____-____-_____-
Social Security Number Employer Identification Number

PART II

For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write "exempt" on the following line: _____

PART III

Certification

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my correct TIN; and
2. 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 because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been

notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

SEE ENCLOSED FORM W-9 INSTRUCTIONS

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

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 _____,
(Month/Year)

in _____,
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(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 Certification Section of the Proof of Claim and Release form.
2. If this claim is made on behalf of joint claimants, then both must sign.
3. Please remember to attach supporting documents.
4. DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send us your new address.
8. Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN
_____, 2006 AND MUST BE MAILED TO

In re Van Der Moolen Holding N.V. Securities Litigation
c/o _____,

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE VAN DER MOOLEN HOLDING N.V.
SECURITIES LITIGATION

)
) Civil Action No. 1:03-CV-8284 (RWS)
)
)

SUMMARY NOTICE

TO: *ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED VAN DER MOOLEN HOLDING N.V. ("VAN DER MOOLEN" OR "HOLDING") AMERICAN DEPOSITORY RECEIPTS ("ADRs") FROM OCTOBER 18, 2001 TO OCTOBER 15, 2003, INCLUSIVE (THE "CLASS PERIOD") AND WHO WERE DAMAGED THEREBY (THE "SETTLEMENT CLASS").*

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Southern District of New York, that a hearing will be held on _____, _____, at _____m., before the Honorable Robert W. Sweet, United States District Judge for the Southern District of New York, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Room 1920, New York, NY 10007-1312 (the "Hearing"), in order to consider a proposed settlement (the "Settlement") of a consolidated class action (the "Action"). At the Hearing, the Court will determine whether: 1) the proposed Settlement of the Action, for the sum of Eight Million Dollars (\$8,000,000) in cash (the "Gross Settlement Fund") should be approved by the Court as fair, reasonable and adequate; 2) the Action should be dismissed with prejudice; 3) the Plan of Allocation of the Net Settlement Fund is fair and reasonable; 4) the Settlement Class should be certified pursuant to Rule 23 of the Federal Rules of Civil Procedure; and 5) the application of plaintiffs' counsel for attorneys' fees and reimbursement of out-of-pocket expenses, should be approved.

If you purchased or acquired Van der Moolen ADRs during the Class Period, your rights may be affected by the Settlement of this Action. If you have not received a detailed Notice of Pendency of

Class Action, Hearing on Proposed Settlement, Plan of Allocation and Attorneys' Fees and Expenses (the "Notice") and a copy of the Proof of Claim and Release form, you may obtain copies by writing to *In re Van der Moolen Holding N.V. Securities Litigation*, c/o Strategic Claims Services, 2710 Concord Road, Suite 5, Aston, PA 19014. If you are a Settlement Class Member, in order to share in the distribution of the Net Settlement Fund (the Gross Settlement Fund net of attorneys' fees and various expenses), you must submit a Proof of Claim and Release form so that it is received no later than _____, establishing that you are entitled to a recovery.

If you desire to be excluded from the Settlement Class, you must submit a Request for Exclusion so that it is actually received by the Claims Administrator and counsel by _____, 2006, in the manner and form explained in the detailed Notice referred to above. All Settlement Class Members who have not requested exclusion from the Settlement Class will be bound by any judgment entered in the Action pursuant to the Stipulation of Settlement.

Any objection to the proposed Settlement, Plan of Allocation or application for attorneys' fees and reimbursement of out-of-pocket expenses must be filed with the Court and delivered to counsel for the parties no later than _____, 2006 in the manner and form set forth in the Notice.

Co-Lead Counsel in the Action were David Kessler and Kay E. Sickles, Schiffrin & Barroway, LLP, 280 King of Prussia Rd., Radnor, PA 19087, Telephone: (610) 667-7706, and Lynda J. Grant and Michael S. Marks, Labaton Sucharow & Rudoff LLP, 100 Park Avenue, New York, NY 10017, Telephone: (212) 907-0700. For further information call the Claims Administrator, (866) 274-4004.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

DATED: October __, 2006

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE VAN DER MOOLEN HOLDING N.V.
SECURITIES LITIGATION

)
) Civil Action No. 1:03-CV-8284 (RWS)
)
)

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

This matter came before the Court for hearing pursuant to an Order of this Court, dated _____, 2006, on the application of the Parties for approval of the settlement (the "Settlement") set forth in the Stipulation of Settlement, dated as of October 3, 2006 (the "Stipulation"). Due and adequate notice having been given of the Settlement as required in said Order, and the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Order and Final Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings set forth in the Stipulation.
2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Settlement Class members.
3. Except as to any individual claim of those persons and entities who have validly and timely requested exclusion from the Settlement Class, the Action and all claims contained therein, including all of the Released Claims, are dismissed with prejudice as to the Co-Lead Plaintiffs and the other Settlement Class Members, as against each and all of the Released Persons. Upon the Settlement Effective Date, the Lead Plaintiff and each of the Settlement Class members shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons,

whether or not such Settlement Class Member executes and delivers a Proof of Claim and Release form. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement set forth in the Stipulation and finds that said Settlement is, in all respects, fair, reasonable, and adequate to, and is in the best interests of, the Co-Lead Plaintiffs, the Settlement Class and each of the Settlement Class members. This Court further finds the Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of the Co-Lead Plaintiffs, the Settlement Class Members, and the Defendants. Accordingly, the Settlement embodied in the Stipulation is hereby approved in all respects and shall be consummated in accordance with its terms and provisions. The Parties are hereby directed to perform the terms of the Stipulation.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, this Action is hereby certified as a class action on behalf of all persons or entities who purchased or otherwise acquired Van der Moolen ADRs on the New York Stock Exchange from October 18, 2001 to October 15, 2003, inclusive. Excluded from the Settlement Class are the Released Parties; and any putative Settlement Class Member who excludes himself, herself or itself by submitting a request for exclusion in accordance with the requirements set forth in the Notice. (Exhibit 1).

6. With respect to the Settlement Class, this Court finds for the purposes of effectuating this Settlement that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the class representatives are typical of the claims of the Settlement Class they seek to represent; (d) the Co-Lead Plaintiffs have and will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. All Settlement Class members are hereby forever barred and enjoined from prosecuting the Released Claims against the Released Persons.

8. Upon the Settlement Effective Date hereof, each of the Released Persons shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Co-Lead Plaintiffs and each and all of the Settlement Class members and their counsel from all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Action or the Released Claims.

9. The distribution of the Notice of Pendency of Class Action, Hearing on Proposed Settlement, Plan of Allocation and Attorneys' Fees and Expenses and the publication of the Summary Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all persons and entities entitled to such Notice, and said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, and any other applicable law.

10. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants in any other tribunal. Defendants may file the Stipulation and/or the Order and Final Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or

counterclaim, other than an action brought by purchasers of Van der Moolen common shares during the Class Period, who are not Settlement Class Members.

11. Without affecting the finality of this Order and Final Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Net Settlement Fund, including interest earned thereon; (b) disposition of the Net Settlement Fund; (c) hearing and determining applications for attorneys' fees and expenses incurred in the Action; and (d) all Parties hereto for the purpose of construing, enforcing and administering the Stipulation.

12. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

13. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation or the Settlement Effective Date does not occur, then this Order and Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation and the Parties shall be returned to the *status quo ante*.

Dated: New York, New York, _____, 2006

THE HONORABLE ROBERT W. SWEET
UNITED STATES DISTRICT JUDGE

Submitted by:

LABATON SUCHAROW & RUDOFF LLP

Lynda J. Grant (LJG-4784)
Michael S. Marks (MM-0475)
100 Park Avenue
New York, NY 10017
Tel: (212) 907-0700
Fax: (212) 818-0477

SCHIFFRIN & BARROWAY, LLP

David Kessler

Eric Lechztin

Kay E. Sickles

280 King of Prussia Rd.

Radnor, PA 19087

Tel: (610) 667-7706

Fax: (610) 667-7056

Co-Lead Counsel for Plaintiffs and the Settlement Class