

CHFP025

155(6)a

The assistance is to be given to: (note 2) RD CARD LIMITED (no: 5909708) of
RED HOUSE, BROOKWOOD, SURREY, GU24 0BL

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

SEE ANNEX B ATTACHED

The person who [has acquired] ~~RD CARD LIMITED~~ † the shares is:

† delete as
appropriate

RD CARD LIMITED

The principal terms on which the assistance will be given are:

SEE ANNEX C ATTACHED

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ 2,400,000

The date on which the assistance is to be given is WITHIN 8 WEEKS OF THE DATE HEREOF

- delete either (a) or (b) as appropriate

ANNEX A

| <u>NAME</u> | <u>ADDRESS</u> |
|---------------------------|---|
| Carlyle Cyril Clump | 1233 Chemin De Chateau Neuf, Le Bar Sur Loup 06620 France |
| Richard John Amos | 22 Collens Road, Harpenden, Hertfordshire, AL5 2AJ |
| Matthew Turner | Springfield Hall, Bath Road, Knowle Hill, Reading, RG10 9UR |
| Fabio Massimo Giuseppetti | 15 Crick Road, Oxford, OX2 6QL |

ANNEX B

The financial assistance will take the form of the execution, delivery and performance by Cardcast Limited (the "**Company**") of its obligations under the following documents (each as amended, extended, novated or supplemented from time to time) (together, the "**Documents**");

1. a letter of accession to The Royal Bank of Scotland plc ("**RBS**") dated on or about the date hereof, signed for and on behalf of the Company pursuant to which the Company would accede to the £112,500,000 senior multicurrency term and revolving facilities agreement dated 29 September 2006 (as amended) between, among others, RD Card Limited as original borrower, RD Card Holdings Limited as original guarantor, the mandated lead arrangers and RBS as agent, issuing bank and security agent (the "**Senior Facilities Agreement**");
2. a letter of accession to National Australia Bank Limited ("**NAB**") dated on or about the date hereof, signed for and on behalf of the Company pursuant to which the Company would accede to the £25,000,000 mezzanine facility agreement dated 29 September 2006 (as amended) between RD Card Holdings Limited as original guarantor, RD Card Limited as original borrower and original guarantor, NAB as mezzanine agent and arrangers, RBS as arranger and security agent and certain financial institutions listed therein as lenders (the "**Mezzanine Facility Agreement**"),

(together with the accession letter to RBS, the "**Accession Letters**");

3. an accession deed dated on or about the date hereof, between, among others, the Company, RD Card Limited, RD Card Holdings Limited and RBS as security trustee (the "**Accession Deed**"), pursuant to which the Company would accede to a debenture (the "**Debenture**"), on substantially the same terms as the debenture dated 29 September 2006 under which RD Card Limited and RD Card Holdings Limited agreed to provide certain security to RBS as security agent on behalf of the relevant Finance Parties (as defined in the debenture) in respect of the obligations of each Obligor to the Security Trustee under the Finance Documents (as defined in the Senior Facilities Agreement);
4. an obligor accession deed dated on or about the date hereof, between the Company and RBS as security trustee (the "**Obligor Accession Deed**"), pursuant to which the Company would accede to the intercreditor agreement dated 29 September 2006 (the "**Intercreditor Agreement**") under which the rights and obligations of, among others, RD Card Limited and RD Card Holdings Limited are subordinated to, amongst others, the Senior Lenders (as defined in the Intercreditor Agreement) and the Mezzanine Lenders (as defined in the Intercreditor Agreement);
5. a share pledge agreement dated on or about the date hereof, between the Company and RBS as security trustee (the "**US Pledge Agreement**"), pursuant to which the Company would grant certain security to RBS on behalf of the relevant Secured Parties (as defined in the Senior Facilities Agreement) in respect of its shares in its subsidiary company, Retail Decisions Inc.;

6. a £2,400,000 inter-company loan agreement dated on or about the date hereof, between the Company and RD Card Limited (the "**Loan Agreement**") to be paid by the Company by way of an assignment (the "**Loan Assignment**"),

and any other financial assistance contemplated by the Documents, the amounts payable in pursuance to those documents and/or the transactions contemplated thereby, and the exercise by the Company of its rights and performance of its obligations, which shall include, without limitation, any condition, undertaking, representation, warranty, guarantee, indemnity, loan, waiver, gift, security agreement, novation, assignment or any other thing done or to be done in connection with the Documents which would constitute financial assistance.

ANNEX C

1. ACCESSION LETTERS AND FACILITIES AGREEMENTS

The principal terms on which the assistance will be given by virtue of the Company's accession to the Facilities Agreements (as defined in Annex B) pursuant to the Accession Letters (as defined in Annex B) are that the Company, together with certain other Obligor (as defined in the Senior Facilities Agreement), will irrevocably and unconditionally, jointly and severally (each term below as defined in the Senior Facilities Agreement):

- (A) guarantee to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
- (B) undertake with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- (C) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party for any reason if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal (whether or not such cost, loss or liability arises as a direct or indirect result of such unenforceability, invalidity or illegality). The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

Further, the Company, along with certain other Obligor will jointly and severally:

- (A) promptly indemnify the Security Agent and every Secured Party, Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
 - (i) the taking, holding, protection or enforcement of the Transaction Security;
 - (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent, the Secured Parties and each Receiver and Delegate by the Finance Documents or by law; and
 - (iii) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents.

In addition, the Company, as an independent obligation,

- (A) will indemnify the Arranger and each other Secured Party to whom any Sum is due against any cost, loss or liability arising out of or as a result of a currency conversion for the purpose of:
 - (i) making or filing a claim or proof against that Obligor; or
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

and including any discrepancy between (1) the rate of exchange used to convert the relevant sum from the first currency into the second currency and (2) the rate or rates of exchange available to that person at the time of its receipt of the relevant sum.

Further, the Company will:

- (A) if procured by RD Card Limited, within three Business Days of demand, indemnify the Arranger and each other Secured Party against any cost, loss or liability incurred by RD Card Limited as a result of:
 - (i) the occurrence or continuance of any Default;
 - (ii) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 33 (*Sharing among the Finance Parties*) of the Senior Facilities Agreement and Clause 29 (*Sharing among the Finance Parties*) of the Mezzanine Facility Agreement;
 - (iii) funding, or making arrangements to fund, RD Card Limited's participation in a Utilisation requested by a Borrower (or the Obligors' Agent on its behalf) in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of the Facilities Agreements (other than by reason of default or negligence by that Finance Party alone);
 - (iv) issuing or making arrangements to issue a Letter of Credit requested by a Borrower (or the Obligors' Agent on its behalf) in a Utilisation Request but not issued by reason of the operation of any one or more of the provisions of the Facilities Agreements (other than by reason of the wilful default or gross negligence by that Finance Party alone); or
 - (v) a Utilisation (or part of a Utilisation) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Obligors' Agent; and
- (B) promptly indemnify each Finance Party, each Affiliate of a Finance Party and each officer or employee of a Finance Party or its Affiliate, against any cost, loss or liability incurred by that Finance Party or its Affiliate (or officer or employee of that Finance Party or Affiliate) in connection with or arising out of the Acquisition or the funding of the Acquisition (including but not limited to those incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry concerning the Acquisition), unless such loss or liability is caused by the gross negligence or wilful misconduct of that Finance Party or its Affiliate (or employee or officer of that Finance Party or Affiliate).

2. ACCESSION DEED AND DEBENTURE

The principal terms on which the assistance will be given pursuant to the Company's accession to the Debenture (as defined in Annex B) pursuant to the Accession Deed (as defined in Annex B) are that the Company, along with certain other Obligors and Guarantors (as defined in the Senior Facilities Agreement), will irrevocably and unconditionally, jointly and severally:

- (A) covenant to discharge all obligations which any Obligor may at any time have to the Security Trustee (as trustee for the Secured Parties (as defined in the Debenture)) and that the Company (as Chargor) shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by any Obligor in respect of any such liabilities.

- (B) provide the following Security in favour of the Security Trustee, expressed to be constituted in the following terms in respect of the Secured Obligations (each term below as defined in the Debenture):
 - (A) a first fixed charge over:
 - (i) its Real Property (if any);
 - (ii) its Tangible Moveable Property, that is, any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of its stock in trade or work in progress) and all Related Rights;
 - (iii) its Accounts;
 - (iv) its Intellectual Property, that is, any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights but **excluding** any such rights over which Security cannot be granted under the terms of its underlying contractual or licensing arrangements **provided that**, where any such rights are material to its business, it has used all reasonable endeavours to obtain the consent of any third party required for the granting of that Security;
 - (v) any goodwill and rights in relation to its uncalled capital;
 - (vi) the Investments;
 - (vii) the Shares, all dividends, interest and other monies payable in respect of the shares and all other Related Rights; and
 - (viii) all Monetary Claims, that is, any book and other debts and monetary claims owing to it and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Report, any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which it is a party and any other assets, property, rights or undertakings), other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture;

- (B) an assignment of all its right, title and interest from time to time in and to each of the following assets (subject to necessary consent to that assignment from any third party):
 - (i) the proceeds of any claim received under any Insurance Policy and all Related Rights;
 - (ii) all rights and claims in relation to any Assigned Account; and
 - (iii) any Specific Contract; and
- (C) a first floating charge over all its present and future assets and undertaking.

3. US PLEDGE AGREEMENT

The principal terms on which the assistance will be given pursuant to the Company's execution and entry into of the US Pledge Agreement (as defined in Annex B) are that the Company, in consideration of the premises and in order to induce the Finance Parties to make Utilisations available (each as defined in the Senior Facilities Agreement), agrees with the Security Trustee for the rateable benefit of the Secured Parties (as defined in the Senior Facilities Agreement), that it will grant to the Security Trustee a security interest in the Company's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Company, wherever located, and whether now or hereafter existing or arising:

- (i) the shares of stock or other equity interests described in Schedule 2 of the US Pledge Agreement, namely Retail Decisions Inc. (as such Schedule 2 may be supplemented from time to time by supplements to the US Pledge Agreement) and issued by the Retail Decisions Inc. and the certificates, if any, all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of these shares of stock or other equity interests and all proceeds of, collateral for and supporting obligations relating to, any and all of the security in accordance with New York law; and
- (ii) all shares of stock or other equity interests from time to time acquired by the Company in any manner and the certificates, if any, representing such shares of stock or other equity interests and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares of stock or other equity interests and all proceeds of, collateral for and supporting obligations relating to, any and all of the security in accordance with New York law.

4. OBLIGOR ACCESSION DEED

The principal terms on which the assistance will be given by virtue of the Company's accession to the Intercreditor Agreement pursuant to the Obligor Accession Deed (as defined in Annex B) are that the Company, along with certain other Obligors and Guarantors (as defined in the Senior Facilities Agreement), will agree to the following:

- (A) that the Liabilities (as defined in the Intercreditor Agreement) of the Company would rank in the order specified therein;
- (B) that any Security (as defined in the Intercreditor Agreement) granted by the Company would rank in the order specified therein; and
- (C) that any guarantee, indemnity or other assurance against loss would rank in the order specified therein.

The Company (together with the other Obligors) jointly and severally must promptly indemnify the Security Trustee and every Receiver (as defined in the Intercreditor Agreement) and Delegate (as defined in the Intercreditor Agreement) against any cost, loss or liability (together with any applicable VAT) incurred by any of them as further described in clause 21 (*Indemnities*) of the Intercreditor Agreement.

5. LOAN AGREEMENT

The principal terms on which the assistance will be given by virtue of the Company's entry into the Loan Agreement are that the Company will agree to the following:

- (A) the Company loan the sum of £2,400,000 (the "**Debt**") to RD Card Limited, an indirect parent company of the Company, which Debt would be left outstanding as an inter-company debt on terms set out in the Loan Agreement (as defined in Annex B)
- (B) the interest rate payable under the Loan Agreement would be LIBOR plus 3 per cent.; and
- (C) the Debt would be paid by the Company by way of an assignment to RD Card Limited of the right to, and benefit of, an amount equal to the Debt.

PricewaterhouseCoopers LLP
1 Embankment Place
London WC2N 6RH
Telephone +44 (0) 20 7583 5000
Facsimile +44 (0) 20 7822 4652

The Directors
Cardcast Limited
ReD House
Brookwood
Surrey
GU24 0BL

25 January 2007

Dear Sirs

Auditors' report to the directors of Cardcast Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Cardcast Limited (the "Company") dated 25 January 2007 in connection with the proposal that the Company should give financial assistance for the purchase of the shares of the Company's holding company, Retail Decisions Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors